

ROW-6A

748

DEED FOR TEMPORARY EASEMENT

STATE OF ALABAMA)  
SHELBY COUNTY)

TRACT NO. 9, REV.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consideration  
of the sum of One Thousand Eight Hundred Eighty and no/100 (\$1,880.00)  
Dollars cash in hand paid, receipt

whereof is hereby acknowledged, we (I), the undersigned grantor(s) Builder Sales Co., Inc.  
have (has) this day bargained and by these  
presents do hereby grant, bargain, convey, transfer, and deliver unto  
the State of Alabama a temporary easement and right of way for the  
following purposes, to-wit: The right to enter upon the hereinafter  
described land and grade, level, fill, drain, pave and build a road or  
highway, together with such bridges, culverts, ramps, and cuts as may  
be necessary, on, over, and across the ground embraced within the  
boundaries of a tract or parcel of my (our) land situated in the County  
of Shelby, State of Alabama.

The easement and right of way hereby granted is more particularly  
located and described as follows, to-wit: and as shown on the right-of-  
way map of Project No. RS-5936(102) as recorded in the Office of the  
Judge of Probate of Shelby County, Alabama:

A temporary easement to a strip of land necessary for con-  
struction and being more fully described as follows: Beginning at  
a point on the south line of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 30, T-19-S,  
R-2-W that is 20 feet easterly of and at right angles to the present  
east right-of-way line of U.S. Highway No. 31; thence westerly along  
the south line of said SW $\frac{1}{4}$  of SW $\frac{1}{4}$  a distance of 20 feet, more or less,  
to the present east right-of-way line of said highway; thence northerly  
along said present east right-of-way line a distance of 85 feet, more  
or less, to a flare connecting said present east right-of-way line  
with the present southeast right-of-way line of Shelby County Road  
No. 17; thence turn an angle of 90 degrees to the right and run a  
distance of 20 feet; thence turn an angle of 90 degrees to the right  
and run a distance of 83 feet, more or less, to the point of beginning.

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Harrison & Council

Said strip of land lying in the SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 30,  
T-19-S, R-2-W and containing 0.039 acre, more or less.

To have and to hold the said easement and right of way unto  
the State of Alabama and unto its successors and assigns for a period  
of 3 years, or until the completion of Project No. RS-5936(102)  
                     whichever is <sup>sooner</sup> ~~later~~.

And the said grantor(s) hereby covenant(s) with the State of  
Alabama that we (I) are (am) lawfully seized and possessed of the afore-  
described tract or parcel of land; that we (I) have a good and lawful  
right to convey it; that it is free from all encumbrances; and that I  
(we) will warrant and forever defend the title and quiet possession  
thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above  
stated, we (I) hereby release the State of Alabama, its employees and  
officials, from all claims for damage, from whatsoever cause, present,  
or prospective, incidental, or consequential, to the exercise of any of  
the rights herein granted.

The grantor hereby grants permission, with right of ingress  
and egress, to grantor's adjoining property at any time during con-  
struction period of project for purpose of moving grantor's buildings  
and/or structures from the above-described right of way.

In witness whereof we(I) have hereunto set our (my) hand(s)  
and seal(s) this the 5th day of ~~March~~ April, 1983.

BUILDER SALES CO., INC. (LS)

BY Thurman Wilson, Jr. (LS)  
Thurman Wilson, Jr., President

Nancy Schilling (LS)  
Nancy Schilling, Secretary &  
Treasurer

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112-001146

ACKNOWLEDGMENT

STATE OF ALABAMA)

Jeff COUNTY)

I, Undersigned, a Notary Public in and for said County and State, hereby certify that Thurman Wilson, Jr. & Nancy Schilling whose name(s) \_\_\_\_\_ (are(is) signed to the foregoing conveyance they and who \_\_\_\_\_ known to me, acknowledged before me on this 5<sup>th</sup> day that being informed of the contents of this conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of April, 19 83.

Janette A. Harshen  
NOTARY PUBLIC

My Commission Expires 11/23/86:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
CORPORATE ACKNOWLEDGMENT APR 15 PM 4:10

Rec'd 4.18.83  
Jud 1.00  
5.50

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Thurman Wilson, Jr., whose name(s) as President of the Builder Sales Co., Inc. and Nancy Schilling whose name as Secretary-Treasurer of Builder Sales Co., Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he (they) as such official(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5<sup>th</sup> day of April, 19 83.

Janette A. Harshen  
NOTARY PUBLIC

My Commission Expires 11-23-86

to	STATE OF ALABAMA	TEMPORARY EASEMENT	STATE OF ALABAMA	County of _____	I, _____	Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at _____ o'clock _____ M., on the _____ day of _____ 19 _____, and duly recorded in Deed Record _____ page _____ Dated _____ day of _____ 19 _____	Judge of Probate
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