

1713
RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)

SHELBY COUNTY)

TRACT NO. 2, REV.

KNOW ALL MEN BY THESE PRESENTS THAT for and in consid-
eration of the sum of \$975.00 Dollars cash in hand paid, receipt whereof
is hereby acknowledged, we (I), the undersigned grantor(s) Dorothy W. Parker,
a single woman,
have (has) this day bargained and sold and by these presents do hereby grant,
bargain, sell, convey, transfer, and deliver unto the State of Alabama a permanent
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, build,
maintain, repair, and rebuild 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. BRS-5925(101) as recorded in the
Office of the Judge of Probate of Shelby County, Alabama:

Commencing at the northeast corner of the NE $\frac{1}{4}$
of SE $\frac{1}{4}$, Section 29, T-20-S, R-2-E; thence westerly along
the north line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 66 feet,
more or less, to the present southeast right-of-way line
of Alabama Highway No. 25; thence southwesterly along
said present southeast right-of-way line a distance of
340 feet, more or less, to a point that is southeasterly
of and at right angles to the centerline of Project No.
BRS-5925(101) at Station 630+50 and the point of beginning
of the property herein to be conveyed; thence southwesterly
along a line a distance of 56 feet, more or less, to a point
that is 90 feet southeasterly of and at right angles to the
centerline of said project at Station 630+00; thence south-
easterly along a line a distance of 40 feet to a point that
is 130 feet southeasterly of and at right angles to the
centerline of said project at Station 630+00; thence south-
westerly along a curve to the right (concave northwesterly)
having a radius of 3031.33 feet, parallel with the centerline
of said project a distance of 412 feet, more or less, to a
point that is 130 feet southeasterly of and at right angles
to the centerline of said project at Station 626+00; thence
westerly along a line a distance of 76 feet, more or less,
to a point that is 80 feet southeasterly of and at right
angles to the centerline of said project at Station 625+50;
thence southwesterly along a curve to the right (concave
northwesterly) having a radius of 2981.33 feet, parallel
with the centerline of said project a distance of 44 feet,
more or less, to the 398-foot contour line above mean sea
level, according to the U.S. Coast and Geodetic Survey, the
southwest property line; thence northwesterly along said
southwest property line a distance of 46 feet, more or less,
to the present southeasternmost right-of-way line of said
Alabama Highway No. 25; thence northeasterly along said

James A. McLenore

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present southeasternmost right-of-way line a distance of 48 feet, more or less, to a right-of-way offset; thence northwesterly along said offset a distance of 30 feet to the present southeast right-of-way line of said highway; thence northeasterly along said present southeast right-of-way line a distance of 481 feet, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 29, T-20-S, R-2-E and containing 0.93 acre, more or less, including that area lying between the 398 and 406-foot contour lines above mean sea level, according to the U.S. Coast and Geodetic Survey, on which the Alabama Power Company is holding a flood easement.

To have and to hold the said easement and right-of-way unto the State of Alabama and unto its successors and assigns forever.

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 sell and 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 purchase 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 construction 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 2nd day of November, 1983.

X Dorothy W. Parker (LS)

____ (LS)

____ (LS)

ACKNOWLEDGMENT

STATE OF ALABAMA)

Shelby COUNTY)

I, Dwane N. Albrets, a Notary Public
in and for said County and State, hereby certify that Dorothy W. Parker, a
single woman, whose name 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 this conveyance, she executed the same voluntarily on the day
the same bears date.

Given under my hand and official seal this the 2nd day of
November, 1983.

Dwane N. Albrets
NOTARY PUBLIC

My Commission

Expires 6/17/84:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
ACKNOWLEDGMENT WAS FILED
1983 NOV -3 PM 12:46
EX auct
J. Thomas G. Brandon, Jr.
JUDGE OF PROBATE

Rec 4.50
Ind 1.00
5.50