

THIS INSTRUMENT PREPARED BY:

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East Environment & Infrastructure  
3538 Grandview Parkway, Suite 325  
Birmingham, Alabama 35243

**TEMPORARY CONSTRUCTION EASEMENT**

STATE OF ALABAMA )

PROJECT NO. STPBH-7124(3)

TRACT NO. 15

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Joel Henderson, a married man, of the County and State aforesaid, in and for the consideration of Five hundred dollars and 0/100----, in hand paid by Shelby County, the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in Shelby County, do hereby give, grant, bargain, sell and convey to Shelby County, its successors or assigns, a Temporary Construction Easement hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road, said temporary easement herein conveyed being more particularly described as follows, and as shown on the sketch attached hereto and made a part hereof by reference, to-wit:

Beginning at a point on the present north right of way line of County Road 52 that is 30.5 feet northerly of and at right angles to the Baseline of Survey of County Road 52 at Station 16+50; thence westerly along said right of way line a distance of 125 feet, more or less, to a point that is 28 feet northerly of and at right angles to said baseline at Station 15+25; thence turn an angle of 90 degrees, right for a distance of 10 feet; thence easterly a distance of 125 feet, more or less, to a point that is 40 feet northerly of and at right angles to said baseline at Station 16+50; thence turn an angle of 90 degrees right for a distance of 9.5 feet to the point of beginning. Containing 0.03 acres, more or less.

The above described property constitutes no part of the homestead of the Grantor or Grantor's spouse.

TO HAVE AND TO HOLD to the said Grantee, its successors, and assigns for a period of three(3) years, or until the completion of said project, whichever is later. Upon completion of said project, all rights, title and interest to said temporary easement shall cease and the Grantee hereby relinquishes same.

And we(I) do for myself and for my heirs, executors, and administrators covenant with the said Grantees, their successors, and assigns, that I(we) am(are) lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted, that I(we) have a good right to sell and convey the same as aforesaid, that I(we), my heirs, executors, and administrators shall warrant and defend the same to the said Grantees, their successors and assigns against the lawful claims of all persons.

TO HAVE AND TO HOLD by Shelby County, or its Assigns, and for and in consideration of the benefits to our property by reason of the construction or improvement of said road, we hereby release the County aforesaid, and all of its employees and officers, and the State of Alabama and all its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements, covering the moving, relocation and/or changing of the building and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Department of Transportation before same shall be valid and binding on the said State Department of Transportation. 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 have hereunto set our hands and seal this the 2<sup>nd</sup> day of SEPTEMBER, 1998.

WITNESS:

[Signature]

Joel D Henderson

Inst # 1998-39087

10/06/1998-39087  
02:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH .00

**ACKNOWLEDGEMENT**

STATE OF Alabama )  
SHELBY COUNTY )

I, SCOTT HOLLADAY, a Notary Public, in and for said County and State, hereby certify that JOEL O. HENDERSON, a married man, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2<sup>nd</sup> day of SEPTEMBER, 1998.

Scott Holladay NOTARY PUBLIC

MY COMMISSION EXPIRES: MARCH 18, 2000

**ACKNOWLEDGEMENT FOR CORPORATION**

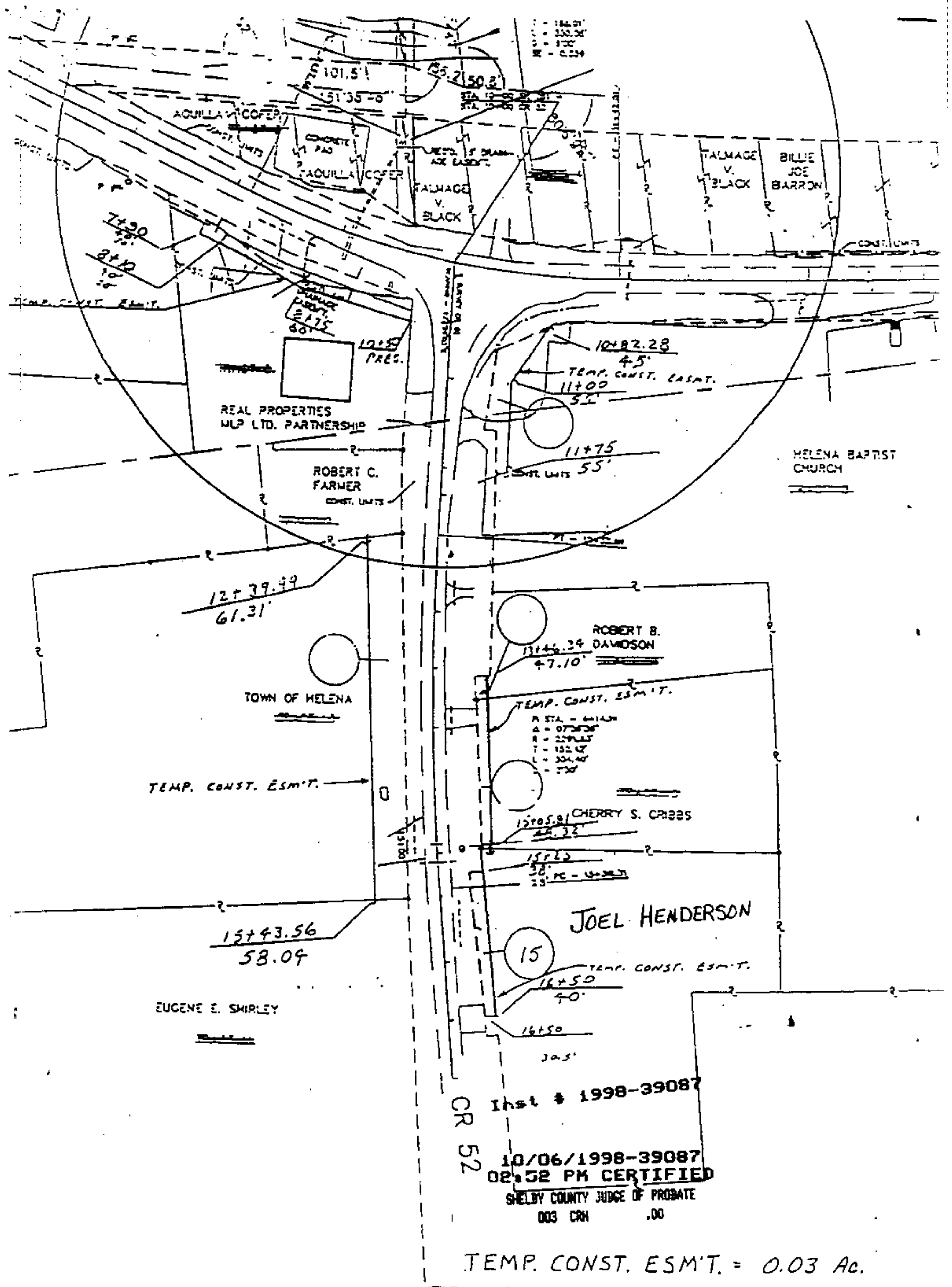
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that \_\_\_\_\_, whose name(s) as \_\_\_\_\_ of the Company, a corporation, is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, \_\_\_\_\_ as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_



PEGGY E. STARK WILSON

PROJECT NO. STPBH-7124(3)

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RIGHT OF WAY MAP SUBMITTED TO F.H.W.A	
PURPOSE	DATE
RIGHT-OF-WAY AUTHORIZATION PROJECT AGREEMENT FINAL CERTIFICATE	