

THIS INSTRUMENT PREPARED BY:

Billy F. Gilliland
East Environment & Infrastructure
3535 Grandview Parkway, Suite 325
Birmingham, Alabama 35243

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

PROJECT NO. STPBH-7124(3)
TRACT NO. 9

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Talmadge V. and Carol Black, of the County and State aforesaid, in and for the consideration of Two thousand five hundred & 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 Right-of-Way hereinafter described, over and across our said lands in Shelby County, Alabama, for a public road, said Right-of-Way 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:

PARCEL NO. 1 OF 2:

Beginning at the southwest corner of Lot 9, Block 15, Squires Map of Helena, Alabama, as recorded in Plat Book 3, Page 121, in the office the Probate Judge of Shelby County, Alabama; thence northerly along the west line of Lot 10 a distance of 9.0 feet; thence easterly at a angle to the right of 84° 23' 20" a distance of 91.82 feet to the southeast corner of Lot 10; thence westerly along the south line of Lot 10 a distance of 93.17 feet to the point of beginning. Containing 0.01 plus or minus acres.

PARCEL NO. 2 OF 2:

Commencing at the northeast corner of Lot 4, Block 15, Squires Map of Helena, Alabama, as recorded in the office of the Probate Judge Shelby County, Alabama; thence southerly along the East line of Lots 4, 5 and 6, a distance of 112.34 feet to the point of beginning; thence continue along said East line of Lot 6, a distance of 15.00 feet; thence westerly at a angle to the right of 90° 21' 06", a distance of 10.0 feet; thence northerly at a angle to the right of 89° 38' 54", a distance of 15.0 feet; thence easterly at a angle to the right of 90° 21' 06" a distance of 10.0 feet to the point of beginning. Containing 0.003 plus or minus acres.

TO HAVE AND TO HOLD to the said Grantee, its successors, and assigns forever.

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 forever, 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 4th day of SEPTEMBER, 1998.

WITNESS:

[Signature]
[Signature]

Talmadge V. Black
Carol Black

10/06/1998-39089
02:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH .00

6806C-86C1 + 1298-39089

ACKNOWLEDGEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, SCOTT HOLLODAY, a Notary Public, in and for said County and State, hereby certify that TALMADGE V. BLACK & CAROL N. BLACK, 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, THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of SEPTEMBER, 1998.

Scott Holladay NOTARY PUBLIC

MY COMMISSION EXPIRES: MARCH 18, 2000

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____)

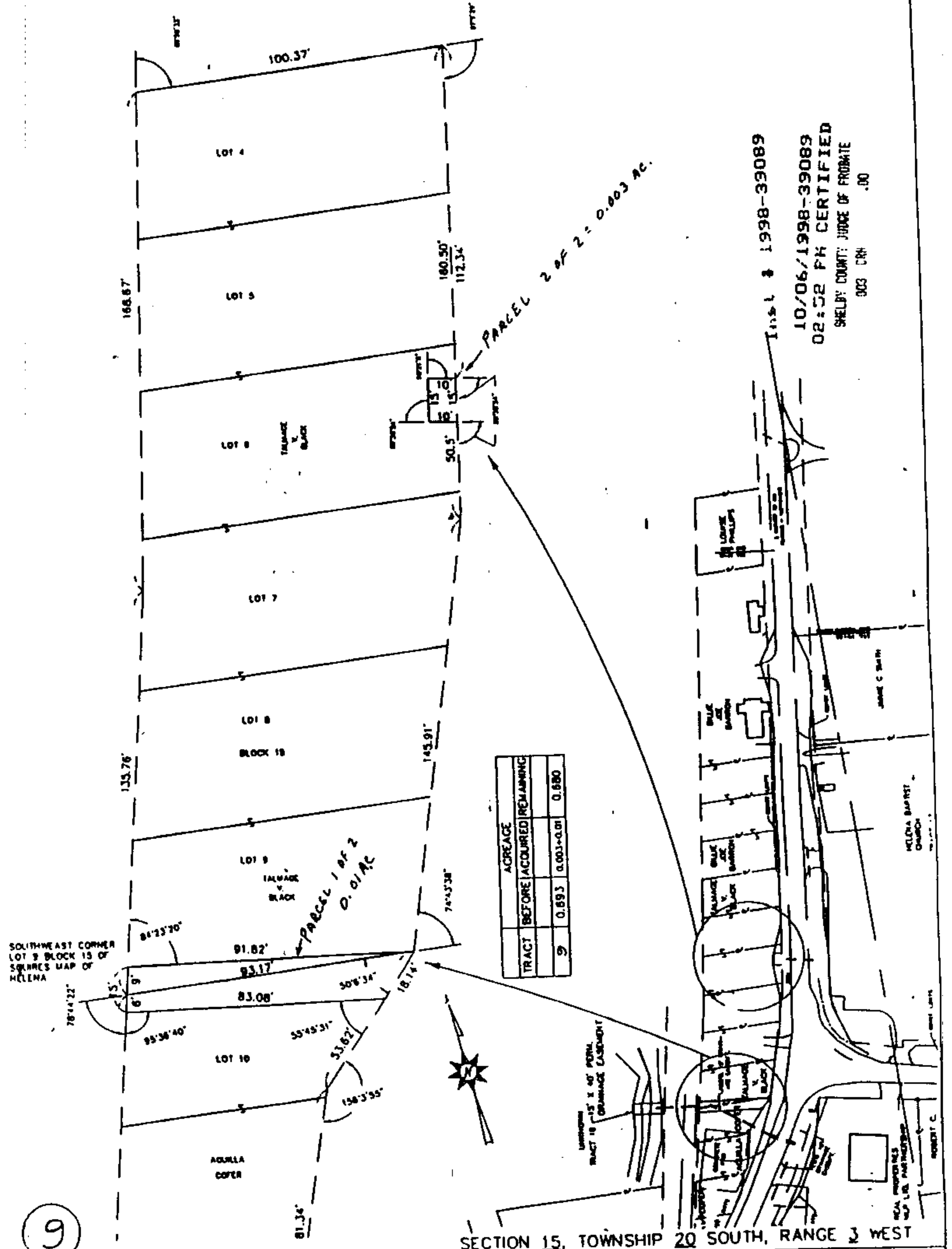
COUNTY OF _____)

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: _____



Inst. # 1998-39089
10/06/1998-39089
02:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
903 CRN .00

9

LEGEND

EXISTING PROPERTY LINE
PROPERTY LINE (REQUIRED)

R.O.W. CONVEYANCE SKETCH
(This is not a Survey)

DATE: MAY 1997
DRAWN: WSB
CHECKED: PA
SHEET NO. 1 OF 1

TALMAGE V. BLACK
TALMAGE

PREPARED BY:
Cecil Jones & Associates, Inc.
A NEEL-SCHAFER COMPANY
CONSULTING ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS

