


STATE OF ALABAMA)
SHELBY COUNTY)


20050119000029690 Pg 1/4 24.00
Shelby Cnty Judge of Probate, AL
01/19/2005 14:29:00 FILED/CERTIFIED

RIGHT OF WAY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **FIRST NATIONAL BANK OF SHELBY COUNTY** (hereinafter referred to as "Grantor"), does hereby grant, bargain, sell and convey unto **CITY OF HOOVER**, (hereinafter referred to as "Grantee"), all and singular a right of way on, over and across the following described property, and as shown on Exhibit "A", to-wit:

Begin at an iron pin lying at the northeast corner of Lot 6B, according to the Map of Riverchase East First Sector, 2nd Amendment, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 6 at Page 99, said point lying on the west right of way of Riverchase Parkway East (ROW varies); thence run along said west right of way, southeasterly, 13.54 feet to a point lying at the beginning of a curve to the right; thence run along said west right of way and said curve, with an included angle of 5°28'00" (by plat), radius of 503.64 feet (by plat) and a length of 48.06 feet (by plat) to a point at the end of said curve; thence continue southeasterly along said right of way, 147.36 feet to a concrete monument at a point of right of way flare at the intersection of the aforementioned west right of way of Riverchase Parkway East with the north right of way of Shelby County Road No. 17 (Valleydale Road) (ROW varies); thence turn an angle to the left of 121°18'59" and run along said right of way flare for a distance of 11.71 feet to a point; thence turn an angle to the left of 58°42'10" and run along said proposed new right of way, a distance of 153.46 feet to a point of curvature; thence continue along said proposed new right of way and said curve, with an included angle of 4°39'11", a radius of 711.35 feet, a length of 57.77 feet to a point lying on the north line of the aforementioned Lot 6B; thence run along said north line, 10.0 feet to the point of beginning.

Said described right of way to be acquired being 10.0 feet in width and lying 10.0 feet west of, parallel to and contiguous with the existing west right of way of said Riverchase Parkway East; and lying and being situated in the northwest quarter of the southeast quarter of Section 30, T-19-S, R-2-W, Shelby County, Alabama, and contains 2,085 square feet, more or less.

Grantee shall repair or replace, in a good and workmanlike manner, all landscaping, signs and drainage system disturbed or cut during the construction, maintenance or operation of the road way laid hereunder, upon completion of the project and as soon as reasonably possible. If not repaired or replaced, Grantee agrees to pay or cause to be paid to the Grantor of the right of way area at the time of the completion of the construction heretofore, the reasonable value of any damages to improvements that are sustained by reason of Grantee exercising the right herein granted.

And the said Grantor hereby covenants with the Grantee that we are lawfully seized and possessed of the afore described tract or parcel of land; that we have a good and lawful right to convey it; that it is free from all encumbrances; and that we will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

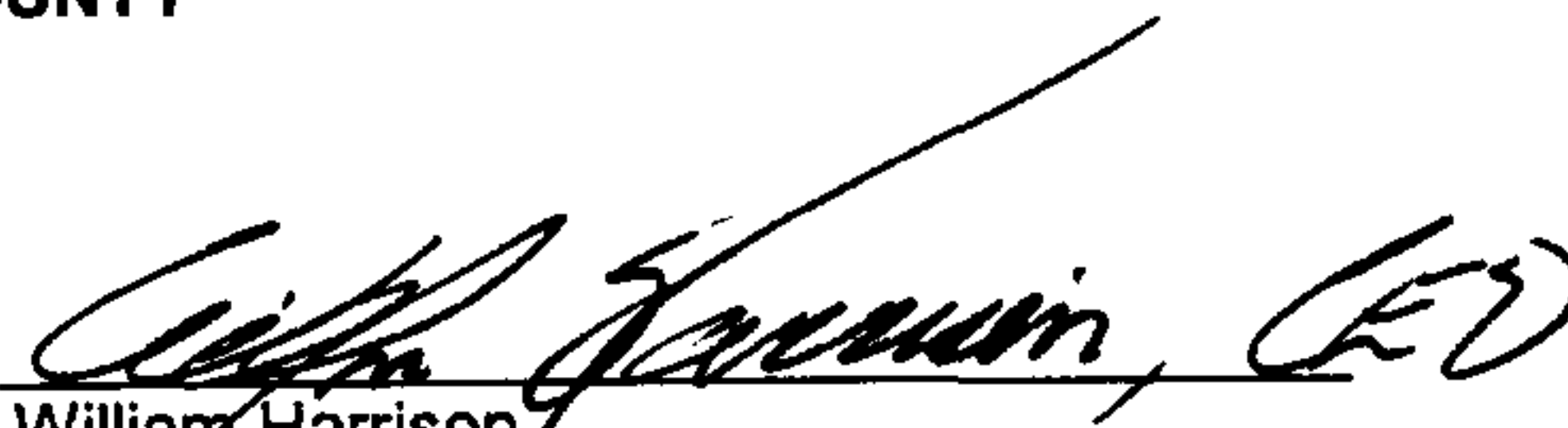
As a further consideration for the payment as above stated, we hereby release the Grantee, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

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 purposes of moving Grantor's buildings and/or structures from the above-described right of way.

TO HAVE AND TO HOLD said rights and privileges, together with all and singular the privileges and appurtenances thereto, in anywise belonging unto said Grantee, and its respective successors and assigns, forever.

In witness whereof, this instrument is executed under seal on this the 18th day of January, 2004.

**FIRST NATIONAL BANK OF SHELBY
COUNTY**

By: 
William Harrison
Chairman

ATTEST:

By: 
Helen Phillips
President


[SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Tommye W. Lyon, a Notary Public in and for said County in said State, hereby certify that William Harrison, whose name as Chairman and Helen Phillips, whose name as President, of **FIRST NATIONAL BANK OF SHELBY COUNTY**, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of January, 2004.


(Notary Public)
My Commission Expires: 12-19-07
[Notary Seal]

As a further consideration for the payment as above stated, we hereby release the Grantee, 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 purposes of moving Grantor's buildings and/or structures from the above-described right of way.

TO HAVE AND TO HOLD said rights and privileges, together with all and singular the privileges and appurtenances thereto, in anywise belonging unto said Grantee, and its respective successors and assigns, forever.

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FIRST NATIONAL BANK OF SHELBY
COUNTY

By: William Harrison
Chairman

ATTEST:

By: Helen Phillips
President

[SEAL]

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, Tommye W. Lyon, a Notary Public in and for said County in said State, hereby certify that William Harrison, whose name as Chairman and Helen Phillips, whose name as President, of **FIRST NATIONAL BANK OF SHELBY COUNTY**, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 18th day of January, 2004.

Tommye W. Lyon
(Notary Public)
My Commission Expires: 12-19-07
[Notary Seal]

CONCOURSE PKWY

Present ROW

Ex Util Eas

Present ROW

RIVERCHASE E PKWY

Present ROW

Lot 1A

An Amendment To A Resurvey Of An
Amendment To The Concourse At Riverchase
Map Book 18, Page 13

Ex Storm Easment

Point of Beginning
13.54
4 528.00
R=503.64
L=48.06

Additional ROW
147.36
151.46
Present ROW

Ex Slope Easment

58°42'10"

Lot 6B

Riverchase East First Sector
2nd Amendment
MB 6, PG 99

Present ROW

COUNTY ROAD 17
(VALLEYDALE RD)



Scale 1"=60'

Exhibit "A"