

THIS INSTRUMENT PREPARED BY
MIKE T. ATCHISON
P.O. BOX 822
COLUMBIANA, AL 35051

DEED FOR TEMPORARY EASEMENT


STATE OF ALABAMA

TRACT NO. 1

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: that for and in consideration of the sum of Zero Dollars & No Cutting of Trees Dollars cash in hand paid, receipt whereof is hereby acknowledged, we (I), the undersigned grantor(s) **KATHRYN B. CAREY, a single woman**, 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 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. TAPAA-TA13 (907) of record in the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the property plat attached hereto and made a part hereof:


20151030000378900 1/6 \$30.00
Shelby Cnty Judge of Probate, AL
10/30/2015 02:20:41 PM FILED/CERT

A part of the NW ¼ of SW ¼, Section 6, Township 21, Range 2 East, identified as Tract No. 1 on Project No TAPAA-TA13 (907) in Shelby County, Alabama and being more fully described as follows:

Temporary Construction Easement 1 of 1:

BEGINNING at a point on the required R/W line (said point offset 14.61 feet, more or less, and perpendicular to the centerline of construction at station 110+99.26);

Thence N 00°03'50.65" W and along the required R/W line, a distance of 24.41 feet to a point on the required R/W line (said point offset 15.72 feet, more or less, and perpendicular to the centerline of construction at station 110+74.95);

Thence N 05°52'38.98" E and along the required R/W line, a distance of 45.52 feet to a point on the required R/W line (said point offset 23.06 feet, more or less, and perpendicular to the centerline of construction at station 110+30.04);

Thence N 03°41'14.74" E and along the required R/W line, a distance of 58.46 feet to a point on the required R/W line (said point offset 28.98 feet, more or less, and perpendicular to the centerline of construction at station 109+71.17);

Thence N 11°24'39.26" E and along the required R/W line, a distance of 23.43 feet to a point on the required R/W line (said point offset 24.39 feet, more or less, and perpendicular to the centerline of construction at station 109+47.08);

Thence N 02°24'21.16" E and along the required R/W line, a distance of 43.89 feet to a point on the north property line of the parcel described in DB 320, PG 520 (said point offset 25.89 feet, more or less, and perpendicular to the centerline of construction at station 109+03.22);

Thence S 89°24'02.50" E along the north property line of the parcel described in DB 320, PG 520, a distance of 5.00 feet to a point on the required temporary construction easement (said point offset 30.89 feet, more or less, and perpendicular to the centerline of construction at station 109+03.23);

Thence S 02°24'21.16" W along the required temporary construction easement, a distance of 43.44 feet to a point on the required temporary construction easement (said point offset 29.41 feet, more or less, and perpendicular to the centerline of construction at station 109+45.65);

Thence S 11°24'39.26" E along the required temporary construction easement, a distance of 23.48 feet to a point on the required temporary construction easement (said point offset 34.02 feet, more or less, and perpendicular to the centerline of construction at station 109+70.99);

Thence S 03°41'14.74" W along the required temporary construction easement, a distance of 59.22 feet to a point on the temporary construction easement (said point offset 28.01 feet, more or less, and perpendicular to the centerline of construction at station 110+30.76);

Thence S 05°52'38.98" W along the required temporary construction easement, a distance of 45.35 feet to a point on the temporary construction easement (said point offset 20.71 feet, more or less, and perpendicular to the centerline of construction at station 110+74.95);

Thence S 00°03'50.65" E along the required temporary construction easement, a distance of 24.54 feet to a point on the south property line of the parcel described in DB 320, PG 520 (said point offset 19.58 feet, more or less, and perpendicular to the centerline of construction at station 110+99.94);


Thence N 85°32'00.00" W along the south property line of the parcel described in DB 320, PG 520, a distance of 5.00 feet to the point and place of BEGINNING, containing 0.02 acres, 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. TAPAA-TA13 (907) whichever is 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.

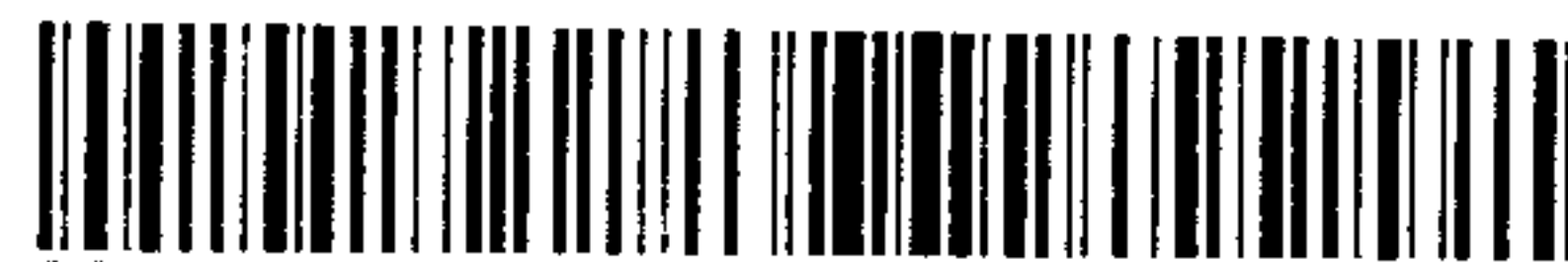
The grantor hereby grants permission, with right of ingress and egress, to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above-described right of way.


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In witness whereof we (I) have hereunto set our (my) hand (s) and seal (s) this the

30th day of October, 20 15.

Kathryn B. Carey (LS)
KATHRYN B. CAREY



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Shelby Cnty Judge of Probate, AL
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ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Janet F. Parson a Notary Public, in and for said County in said State,
hereby certify that Kathryn R Carey, whose name (s)
is/are signed to the foregoing conveyance, and who B 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 30th day of October 20 15.

Janet F. Parson
NOTARY PUBLIC

My Commission Expires 10/9/16

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a Notary Public in and for said County, in said State, hereby
certify that _____ whose name as _____ of
the, Company, 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 this conveyance, he,
as such officer and with full authority, executed the same voluntarily for and as the act of said
corporation.

Given under my hand this _____ day of _____, A.D. 20 _____.

NOTARY PUBLIC

My Commission Expires _____



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