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Shelby Cnty Judge of Probate, AL
06/10/1975 12:00:00AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY) RIGHT-OF-WAY DEED FOR ROAD
 AND OTHER PUBLIC PURPOSES

KNOW ALL MEN BY THESE PRESENTS, that we, the under-
signed, ADA P. MURPHY, a widow, MARY M. GRIFFIN and husband,
E. G. GRIFFIN, ELISE M. SELLERS and husband, SHANNON O. SELLERS,
ROBERT E. MURPHY and wife, PEGGY F. MURPHY, and CAROL M. SMITH
and husband, JAMES A. SMITH (hereinafter referred to as "GRANTORS"),
in and for the consideration of One Dollar (\$1.00) in hand paid
by THE HARBERT-EQUITABLE JOINT VENTURE, under Joint Venture
Agreement dated January 30, 1974 (hereinafter referred to as
"GRANTEE"), the receipt whereof is hereby acknowledged and for
the further consideration of the benefit accruing to GRANTORS
and to the public for the construction of a public road through
GRANTORS' land in Shelby County, Alabama, GRANTORS do hereby
give, grant, bargain, sell and convey unto GRANTEE, its succes-
sors and assigns, a right-of-way for a public road and other
public purposes, over and across GRANTORS' said land in Shelby
County, Alabama; which right-of-way herein conveyed is more
particularly described as follows:

Two tracts of land situated in the SW 1/4
of NE 1/4 of Section 35, Township 19 South,
Range 3 West, Shelby County, Alabama and
being more particularly described as follows:

PARCEL I

Commence at the NW corner of the said SW 1/4
of NE 1/4 of Section 35, Township 19 South,
Range 3 West; thence S 00°15'06" W 240.37
feet along said 1/4-1/4 line to the point of
beginning; thence N 36°00'00" E 38.74 feet;
thence S 89°16'36" E 73.50 feet; thence S
36°00'00" W 164.53 feet to the west line of
said 1/4-1/4; thence N 00°15'06" E 102.70
feet along the westerly line of said 1/4-1/4
section to the point of beginning containing
0.140 acres more or less.

PARCEL II

Commence at the NW corner of the said SW 1/4
of NE 1/4 of Section 35, Township 19 South,
Range 3 West; thence S 89°16'36" E 208.75 feet
along the north line of said 1/4-1/4 to the point
of beginning; thence S 00°15'06" W 51.38 feet;
thence N 36°00'00" E 62.93 feet to the north
line of said 1/4-1/4; thence N 89°16'36" W 36.77
feet along the north line of said 1/4-1/4 section
to the point of beginning and containing 0.022
acres, more or less.

For the same consideration, GRANTORS further grant to GRANTEE all trees, growth (growing or that may hereafter grow) and road building materials within said right-of-way, together with the right to use the same in such manner and at such locations as GRANTEE may deem proper, needful or necessary in the construction, reconstruction, improvement or maintenance of said road; together with the right to cut and keep clear all trees, undergrowth and other obstructions on GRANTORS' adjoining lands adjacent to said right-of-way when deemed reasonably necessary for the avoidance of danger in and about said public use of said right of way. GRANTORS agree that GRANTEE, and GRANTEE's agents, employees, and contractors shall have the right of ingress and egress to GRANTORS' property adjoining said right-of-way during the period of constructing the road to the extent reasonably necessary for purposes of such construction. GRANTORS and GRANTORS' heirs, successors and assigns do hereby release GRANTEE, its successors and assigns and all its employees, agents and contractors from all consequential damages, present or prospective, to GRANTORS' property, arising out of the construction, improvement, maintenance or repair of said road; provided however, that, until the road is dedicated, conveyed, assigned or transferred to a governmental entity in accordance with the next paragraph, the release stated herein shall not apply to physical damage to GRANTORS' property resulting from willful wrongdoing or gross negligence. The GRANTORS do hereby admit and acknowledge that said road if and when constructed will be a benefit to the property of the GRANTORS.

GRANTEE, its successors and assigns, specifically have and are given and granted the right to dedicate, convey, assign or transfer to a municipality, county, state or other governmental entity said right-of-way described herein, or any part thereof, together with any additional land of GRANTEE, for public roadway and other public purposes, without consent of GRANTOR or GRANTORS' successors, heirs or assigns or any beneficiary herein. It is intended that such right-of-way



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be so dedicated for a public road and other public purposes; however, the failure to so dedicate will not affect this conveyance.

For the same consideration and for the like covenant of GRANTEE herein, GRANTORS for themselves, their heirs, successors and assigns do hereby covenant and agree that GRANTORS' adjoining property situated within a distance of 200 feet from the outer edge of said right-of-way shall be and is hereby restricted in use to single family residential houses and shall not be used for apartments, condominiums, or for commercial or industrial purposes. GRANTEE, for itself, its successors and assigns, does hereby covenant and agree that GRANTEE'S adjoining property situated within a distance of 200 feet from the outer edge of said right-of-way shall be and is hereby restricted in use to single family residential houses and shall not be used for apartments, condominiums, or for commercial or industrial purposes. Said covenant or restriction is not intended to and does not prohibit constructing, placing or locating on said restricted premises structures accessory to the residential house, golf courses, lakes or other similar uses. Said covenant or restriction can be changed, modified, amended, altered or terminated at any time within a period of 20 years from the date of recording this instrument by written instrument executed by GRANTORS or their successors or assigns and GRANTEE or its successors and assigns. The said covenant or restriction shall expire and be of no force or effect after 20 years from the date this instrument is recorded.

TO HAVE AND TO HOLD BY GRANTEE, its successors and assigns forever, and GRANTORS covenant with GRANTEE, its successors and assigns, that GRANTORS are lawfully seized in fee of the land hereinabove described; that such land is free from all encumbrances except the lien for ad valorem taxes due October], 1975; and that GRANTORS have the good right to sell and convey the rights, interests, and easements granted to GRANTEE, its successors and assigns herein, and that GRANTORS and their heirs, successors and assigns will warrant and defend such rights, interests and easements to GRANTEE, its successors and assigns, against the lawful claims and demands of all persons.



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Witness:

James A. Smith (Seal)
James A. Smith

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Given under my hand this 2nd day of May,
1975.

Notary Public

I, _____, a Notary Public in and for said County, in said State hereby certify that

_____, whose names 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____,
1975.

Notary Public

GEORGIA
STATE OF ~~ALABAMA~~)

COUNTY OF ~~SHELBY~~)

I, Debra M. Adair, a Notary Public in and
for said County, in said State hereby certify that _____
Carol M. Smith and James A. Smith

_____, whose names 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
this conveyance, they executed the same voluntarily on the day
the same bears date.

Given under my hand this 20th day of May,
1975.

Debra M. Adair
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Apr. 8, 1979



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 JUN 10 AM 8:25
Deed
Book 292
JUDGE OF PROBATE

This instrument was prepared by:

H. Hampton Boles
Balch, Bingham, Baker, Hawthorne, Williams & Ward
600 North 18th Street
Birmingham, Alabama 35203