

5094

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, W. E. and Ann S. Higginbotham, husband & wife, ^{Deed 4/29/75}
(hereinafter referred to as "GRANTORS"), in and for the consider-
ation 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 construc-
tion of a public road through GRANTORS' land in Shelby County,
Alabama, GRANTORS do hereby give, grant, bargain, sell and convey
unto GRANTEE, its successors 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:

A tract of land situated in the NE 1/4
of the NE 1/4, Section 35, Township 19
South, Range 3 West, Shelby County, Ala-
bama, being more particularly described
as follows:

Commence at the NW corner of the NE 1/4
of the NE 1/4; thence S 89°25'02" E
487.00 feet along the north line of said
1/4-1/4 to the point of beginning; thence
continue along said 1/4-1/4 line 23.63
feet; thence S 52°56'00" W 25.75 feet;
thence N 11°05'02" W 16.06 feet to the
point of beginning and containing 0.004
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

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Shelby Cnty Judge of Probate, AL
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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 the release stated herein does not apply to physical damage to GRANTORS' house. 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 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.

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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 1, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 1st day of April, 1975.

Witness:

W. E. Higinbotham (Seal)

James D. Higinbotham (Seal)

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STATE OF ALABAMA)
JEFFERSON
COUNTY OF ~~SHELBY~~)

I, Rita N. McCarty, a Notary Public in and
for said County, in said State hereby certify that W. E. Higginbotham and Ann S. Higginbotham, 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 vol-
untarily on the day the same bears date.

Given under my hand this 1st day of April,
1975.

Rita N. McCarty
Notary Public

Notary Public, Alabama State at Large
My commission expires July 3, 1976
Bonded by Home Indemnity Co. of N. Y.

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, S. Allen Baker Jr., a Notary Public in and
for said County, in said State hereby certify that W. E. Higginbotham and wife, Ann S. Higginbotham, 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 vol-
untarily on the day the same bears date.

Given under my hand this 29th day of April,
1975.

S. Allen Baker Jr.
Notary Public

My Commission Expires 1/4/78



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Shelby Cnty Judge of Probate, AL
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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 JUN 10 AM 8:29
Need the se
Cora J. McArthur
JUDGE OF PROBATE

This instrument was prepared by:

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