STATE OF ALABAMA )

RIGHT-OF-WAY DEED FOR ROAD

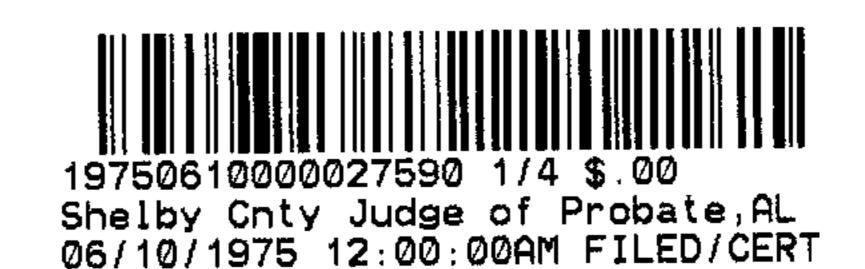
COUNTY OF SHELBY ) AND OTHER PUBLIC PURPOSES

signed, W. E. and Ann S. Higginbotham, hasband at wife, Well 4 20 (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 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, Alabama, 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.

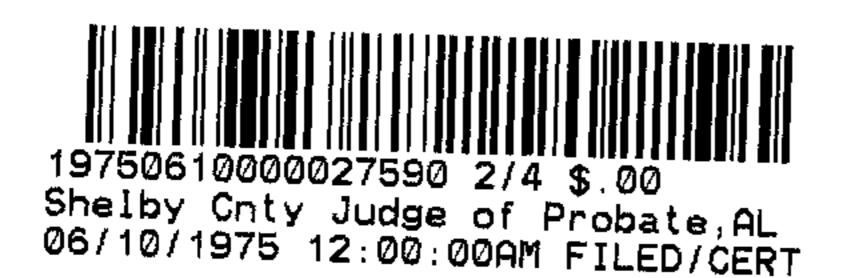
For the same consideration, GRANTORS further grant
to GRANTEE all trees, growth (growing or that may hereafter grow)
and road building materials within said right-of-way, together
with the right to use the same in such manner and at such locations
as GRANTEE may deem proper, needful or necessary in the 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



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.

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



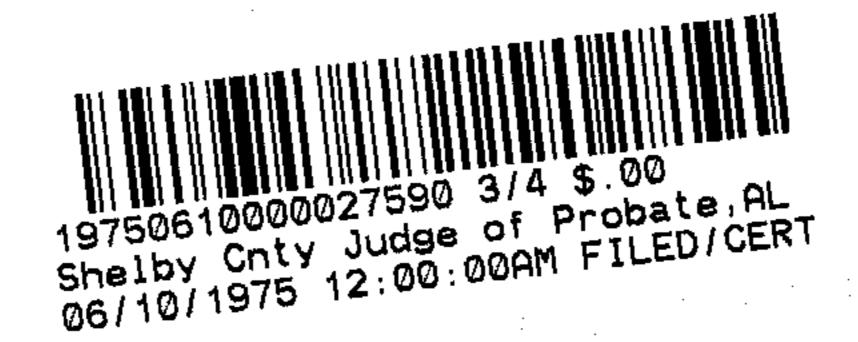
outer edge of said right-of-way shall be and is hereby restricted in use to single family residential houses and shall not be used for apartments, condominiums, or for commercial or industrial purposes. Said covenant or restriction is not intended to and does not prohibit constructing, placing or locating on said restricted premises structures accessary 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.

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 <u>lst</u> day of <u>April</u>, 1975.

Witness:

W.E. Argundollan, (Seal)



STATE OF ALABAMA

**JEFFERSON** 

SHEKBX

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 voluntarily on the day the same bears date.

Given under my hand this 1st day of April

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

allen Baker fr.

STATE OF ALABAMA

COUNTY OF SHELBY

I, Ollan Baba, a Notary Public in and for said County, in said State hereby certify that w. &. Michigh than und wife Ann 5 Hice wouthan, 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 29 th day of Ani/

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My Commission Express 1/4/28

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

This instrument was prepared by:

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