

BLANKET AGREEMENT FOR IMPROVEMENT OF PUBLIC ROAD

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, acknowledge that we will receive a greater benefit to our lands through the widening and paving of the Higgins Road through our lands, in Shelby County;

FURTHERMORE, we understand that by widening, and paving the Higgins Road, the County will provide for public travel through our lands;

THEREFORE, we the undersigned property owners hereby agree to donate a total of Sixty (60) feet of Right-of-Way by Easement, thirty (30) feet to each side of the existing centerline of the Higgins Road, as required to properly grade and drain a public roadway described as follows:

Beginning at a point on County Road No. 71 in the SE 1/4 of the SW 1/4 of Section 14, T24N, R1E thence northerly to a point of intersection of County Road No. 311 and the Higgins Road in SE 1/4 of the SW 1/4 of Section 11, T24N, R1E. The Road has an approximate length of 1.50 mile(s).

THEREFORE, we do hereby give Shelby County permission to remove or otherwise relocate trees, mailboxes, driveway pipes, and other public safety hazards as necessary to complete the proposed improvements.

We agree to waive our rights to claims against Shelby County or any of its agents or assigns for property damage, timber damage, or any other damage that may occur in connection with the construction of this project.

We also grant permission to improve inlet and outlet ditches for the purpose of properly caring for drainage.

Signed and witnessed on this the _____ day of _____, 19 ____.

Witness:

Husband & Wife:

Date

_____	<u>Johnnie Higgins</u>	<u>1-14-97</u>	(SEAL)
_____	<u>Betty R. Higgins</u>	<u>1-14-97</u>	(SEAL)
_____	<u>James O. Schrader</u>	<u>1-15-97</u>	(SEAL)
_____	<u>Karen Schrader</u>	<u>1-15-97</u>	(SEAL)
_____	<u>Lee Fouse</u>	<u>1-15-97</u>	(SEAL)
_____	<u>Marie Anneta Ray</u>	<u>1/16/97</u>	(SEAL)
_____	<u>Bonnie Schrader</u>	<u>2/4/97</u>	(SEAL)
_____	<u>Johnny E. Jones</u>	<u>2/4/97</u>	(SEAL)
_____	<u>Erasmus J. Horton/Bould</u>	<u>2-7-97</u>	(SEAL)

BLANKET AGREEMENT AND EASEMENT FOR IMPROVEMENT OF HIGGINS ROAD

STATE OF ALABAMA)
COUNTY OF SHELBY)

20031105000734550 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
11/05/2003 09:47:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, acknowledge that we will receive a greater benefit to our lands through the widening and paving of the Higgins Road through our lands, in Shelby County;

FURTHERMORE, we understand that by widening and paving Higgins Road, the County will continue to provide public use of Higgins Road only in its present location:

THEREFORE, we, the undersigned property owners, for the above consideration, do hereby donate, grant, and convey to Shelby County a SIXTY (60) foot Right-of-Way Easement for construction, improvement, and maintenance of a public road, THIRTY (30) feet to each side of the existing centerline of Higgins Road, a public road, as required to properly grade and drain a public roadway described as follows:

Beginning at a point on County Road 71 in the SE ¼ of the SW ¼ of Section 14, T24N, R1E thence Northerly to a point of the intersection of County Road No. 311 and the Higgins Road in the SE 1/4 Of the SW ¼ of Section 11, T24N, R1E. The road has approximate length of 1.50 miles.

We do hereby, further give Shelby County permission to remove or otherwise relocate trees, mailboxes, driveway pipes, and other public safety hazards within the Right-of-Way as necessary to complete the proposed improvements.

We agree to waive our rights to claims against Shelby County or any of its agents or assigns for property damage, timber damage, or any other damage within above described right-of-way which may occur in connection with the construction of this project.

We also grant permission to Shelby County to improve inlet and outlet ditches for the purpose of properly providing for drainage. Should Shelby County ever abandon this roadway, all right-of-way shall revert respective to the undersigned, their heirs, or assigns. Each of the undersigned conveys said easement only over and along the real property owned by him/her/it.

Signed and witnessed on this the 12 day of April, 2001.

Witness:	Husband & Wife:	Date:	
<u>[Signature]</u>	<u>[Signature]</u>	<u>4-12-01</u>	(SEAL)
<u>[Signature]</u>	<u>[Signature]</u>	<u>4-12-01</u>	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)
_____	_____	_____	(SEAL)

Bessie L. Campbell

Notary Public _____

My Commission Expires 9/24/2003

Addendum - We first worked with Shelby Co. Eng. Gary RAY in about 1986 to improve this road.

I, Elmer Glass have signed papers 2 times for improvements under Shelby Co. Highway Dept. I protest that my name was used as the hold up on this project and have told all those on this road I could contact SD my cooperation.