

# **NOTICE OF LIS PENDENS**

**IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA**

**COUNTY BOARD OF EDUCATION  
OF SHELBY COUNTY, ALABAMA**

**Plaintiff,**

**v.**

**HENRY LOUIS WHITE, JR.; KEITH  
AARON WHITE; CAVALRY SPV I,  
LLC; DONALD ARMSTRONG, in his  
capacity as Property Tax Commissioner of  
Shelby County, Alabama; BLANK  
COMPANY, a corporation, the owner of  
the property described in the Complaint;  
JOHN DOE and MARY DOE, the persons  
who own the property described in the  
Complaint, or some interest therein;  
BLANK COMPANY, the entity which is  
the mortgagee in a mortgage on the above-  
described property or claims some lien or  
encumbrance against the same, all of whose  
names are otherwise unknown but whose  
names will be added by amendment when  
ascertained,**

**Defendants.**



20141204000382100 1/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
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**CASE NO. PR-2014-000792**

Comes now the County Board of Education of Shelby County, Alabama, by one of its attorneys, and files herewith notice to all persons concerned that on the 3<sup>rd</sup> day of December, 2014, condemnation proceedings were commenced in the Probate Court of Shelby County, Alabama, whereby the said County Board of Education of Shelby County, Alabama, seeks to obtain certain ownership to easements over and across real property in Shelby County, Alabama, and said proceedings are now pending.

The names of the property owners (or owners of an interest in the property) concerned, together with the easements sought to be condemned, are as set forth below:

Property Owner(s):

**HENRY LOUIS WHITE, JR.; KEITH AARON WHITE;  
CAVALRY SPV I, LLC; ; and DONALD ARMSTRONG,  
in his official capacity as Property Tax Commissioner of  
Shelby County, Alabama**

Easement descriptions:

A parcel of land situated in the NW¼ of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: the North 15 feet of Lot 7 in Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41.

Also, a parcel of land situated in the NW¼ of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: the North 15 feet of an unimproved alley lying between Waller Street and Samford Street, running parallel to Waller Street and Samford Street in a North-South direction and situated South of a vacated portion of Quarles Street, being situated in Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41; also the vacated portion of Quarles Street running along the north line of said alley and along the north line of Lot 7 in Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41.

A temporary construction easement and right of ingress and egress to and from, also over and across, the above described property for the purpose of constructing, improving, maintaining and repairing the Board's property adjacent to the north of the above described property. This temporary easement includes the right to cut and clear all bushes, undergrowth and other obstructions from said easement if deemed reasonably necessary for the avoidance of interference with the use of said easement or to avoid danger in and about the use of said easement. The Board shall have free access, ingress and egress to and from said easement over and across adjacent lands of Henry Louis White, Jr. and Keith Aaron White for the purposes herein mentioned, and Henry Louis White, Jr. and Keith Aaron White shall erect no structures on the easement do any act or thing which would in any way interfere with or restrict the right of the Board to enter upon said land at any time for the purposes heretofore expressed. The Board shall also have the right to temporarily park vehicles and equipment on said easement and to temporarily place dirt and materials on said easement for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied. This temporary construction easement shall expire one year from the date of this instrument or upon completion of the Board's project, whichever shall later occur.

A permanent easement and right of ingress and egress to and from, also over and across the above described property from time to time in the future for use in conjunction with improving, maintaining and repairing the Board's property adjacent to the north of the above described property. This permanent easement includes the right to cut and clear all bushes, undergrowth and other obstructions from said

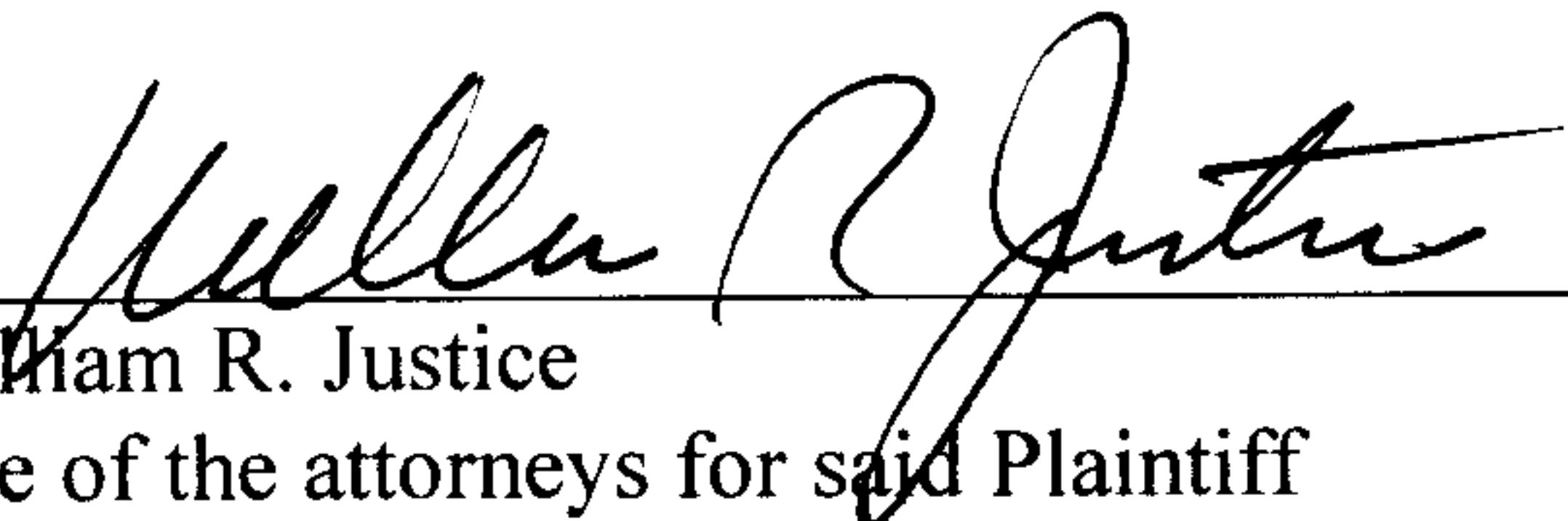


easement when deemed reasonably necessary for the avoidance of interference with the use of said easement or to avoid danger in and about the use of said easement. The Board shall have free access, ingress and egress to and from said easement over and across adjacent lands of Henry Louis White, Jr. and Keith Aaron White for the purposes herein mentioned, and Henry Louis White, Jr. and Keith Aaron White shall erect no structures on the easement do any act or thing which would in any way interfere with the right of the Board to enter upon said land when needed for the purposes heretofore expressed. The Board shall also have the right to temporarily park vehicles and equipment on said easement and to temporarily place dirt and materials on said easement for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

The title of the action and the case number thereof are as hereinabove designated.

This 3<sup>rd</sup> day of December, 2014.

County Board of Education of Shelby County, Alabama

By   
William R. Justice  
One of the attorneys for said Plaintiff  
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