

*This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758*

STATE OF ALABAMA

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**RIGHT-OF-WAY DEED**

COUNTY OF MADISON

*No title search requested, and none prepared.*

**KNOW ALL MEN BY THESE PRESENTS** that **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, (hereinafter referred to as **GRANTOR**), for and in consideration of One Dollar (\$1.00) cash to it in hand paid by the **CITY OF MADISON, ALABAMA, a municipal corporation** (hereinafter referred to as **GRANTEE**), and the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **GRANTEE**, and dedicate for public use as a public right of way the following described portion of a street, avenue, thoroughfare or road, more commonly known as Ludie Richards Drive (the "**Road**"), located in Madison County, Alabama, together with all and singular the rights, privileges, tenements, hereditaments, and appurtenances, pertaining thereto (the "**Property**"), to wit:

W.O. No. 24-73  
SEC. 21, T4S, R2W  
NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55 minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 319.74 feet; Thence North 32 degrees 27 minutes 50 seconds West 157.02 feet; Thence North 74 degrees 31 minutes 26 seconds East 150.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet;

Thence South 74 degrees 27 minutes 06 seconds West 60.00 feet to the Point of Beginning and containing 34,943 square feet, more or less.

THE EAST SIDE OF THE NORTH PORTION OF LUDIE RICHARDS DRIVE, MADISON, AL 35758

All that part of the South half of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, particularly described as Commencing at the Southwest corner of said Section 21; Thence South 88 degrees 55 minutes 53 seconds East 2691.86 feet; Thence South 89 degrees 03 minutes 13 seconds East 100.01 feet; Thence North 17 degrees 41 minutes 55 seconds West 368.93 feet; Thence North 74 degrees 27 minutes 06 seconds East 585.22 feet; Thence North 74 degrees 27 minutes 06 seconds East 30.00 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, North 15 degrees 48 minutes 39 seconds West 469.88 feet; Thence North 74 degrees 31 minutes 26 seconds East 75.00 feet; Thence South 00 degrees 56 minutes 03 seconds West 156.18 feet; Thence South 15 degrees 48 minutes 39 seconds East 320.02 feet; Thence South 74 degrees 27 minutes 06 seconds West 30.00 feet to the Point of Beginning and containing 17,467 square feet, more or less.

**THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING TERMS, RESTRICTIONS, COVENANTS AND CONDITIONS:**

1. GRANTEE shall: (a) repair, repave, and restore the Road (as fully described above) in a reasonably workmanlike manner; (b) make certain that such restoration of the Road shall be in complete compliance with all applicable laws, rules, regulations, and ordinances and building codes of the jurisdiction in which the Road is located (including, without limitation, applicable building codes for public streets, drainage requirements, safety requirements, and any lighting and landscaping required in connection therewith) (collectively, “**Rules**”); and (c) keep and maintain the Road in acceptable condition and shall bear the responsibility of any future improvements or repairs as required or necessary (collectively, the “**Project**”).
2. Parts (a) and (b) of the Project shall be completed no later than \_\_\_\_\_ (the “**Completion Date**”), and completion shall be evidenced by a certificate of completion issued by the GRANTEE and confirming that the Project has been completed in accordance with all applicable Rules. If parts (a) and (b) of the Project are not completed by the Completion Date or the GRANTEE fails to keep its obligation under part (c) at some future time, such non-completion or breach of obligation shall constitute a “**Reversion Event**”.
3. Upon the occurrence of a Reversion Event, the right of way to the Road granted hereunder shall automatically revert to GRANTOR upon the filing by GRANTOR of

an affidavit in the office of the Judge of Probate of Madison County confirming the occurrence of the Reversion Event.

4. This Right of Way Deed is made subject to all easements, encumbrances and other matters of record, including ad valorem taxes not yet due and all subsequent years.
5. The terms, restrictions, covenants, and conditions as set out herein shall constitute covenants running with the land and shall be binding upon the GRANTEE and its successors and assigns and shall inure to the benefit of the GRANTOR and its successors and assigns.

**TO HAVE AND TO HOLD** the aforementioned described easement that is subject to a reversionary interest.

**IN WITNESS WHEREOF**, the **GRANTOR** has caused their duly authorized representative to execute and deliver this Right of Way Deed, all effective as of this \_\_\_\_\_ day of May 2024.

**GRANTOR:**

**INTERGRAPH UNIMPROVED PROPERTIES,  
LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA           §  
  §  
COUNTY OF MADISON       §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Denise Bates** as a duly authorized representative of **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, has signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, she as such officer and with full authority, executed the same voluntarily for and as the act of the Grantor on the same the day bears date.

Given under my hand and official seal this \_\_\_\_\_ day of May 2024.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_