

CAHABA RIVER PLANT IMPROVEMENTS
TRANSFER SYSTEM
Contract No. 4

Chace Lake Country Club

Tract No. 9-A

10/23/85 cw kml

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we the undersigned, do hereby grant, bargain, sell, and convey unto the said Jefferson County, its successors, and assigns, a right-of-way for sanitary sewer purposes, said right-of-way described as follows, to-wit:

Commence at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 3 West and run southerly along the west line of said quarter-quarter section a distance of 519.79 feet; to the point of beginning of a 30 foot right-of-way lying 15 feet each side of the following described center line; thence turn 116°13'54" left and run northeasterly 304.78 feet to the point of beginning of a curve to the right having a central angle of 15°27'54" and a radius of 370.49 feet; thence continue northeasterly and easterly along the arc of said curve 100 feet to the end of said curve; thence continue easterly along the extended tangent of last described curve 230.88 feet to the point of beginning of a curve to the left having a central angle of 14°39'30" and a radius of 390.88 feet; thence run easterly along the arc of said curve 100 feet to the end of said curve; thence continue northeasterly along the extended tangent of last described curve 198.13 feet to the point of beginning of a curve to the right having a central angle of 19°23'36" and a radius 413.62 feet; thence run easterly along the arc of said curve 140 feet to the end of said curve; thence continue easterly along the extended tangent of last described curve 150.99 feet to the point of beginning of a curve to the right having a central angle of 13°20'48" and a radius of 429.29 feet; thence run easterly along the arc of said curve 100 feet to the end of said curve; thence continue southeasterly along the extended tangent of last described curve 538.27 feet to the point of beginning of a curve to the left having a central angle of 32°31'39" and a radius of 387.52 feet; thence continue easterly along the arc of said curve 122 feet, more or less, to the easterly property line of grantor being also the westerly right-of-way line of U. S. Highway 31 and the end of said right-of-way.

Also two 15 foot temporary construction easements, one on each side of, parallel to and abutting the above described right-of-way.

All of said right-of-way and temporary construction easement lies in the N 1/2 of the SE 1/4 of Section 24, Township 19 South, Range 3 West and the right-of-way contains approximately 1.41 acres and the temporary construction easement contains approximately 2.06 acres.

This temporary construction easement will terminate upon the completion and acceptance of said project and thereafter will constitute no cloud on the title of grantors.

lying and being in Shelby County, Alabama.

For the consideration aforesaid, the undersigned do grant, bargain, sell, and convey unto said County the right and privilege of a perpetual use of said lands for such public purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth, and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) on, over, across or upon said area herein conveyed. This easement/-right-of-way agreement prohibits the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

W.E. ROUSE
PUBLIC WORKS DEPT.
202-A COURTHOUSE ANNEX
B'HAM., AL. 35263-0055

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The undersigned covenant with said Jefferson County, that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground and against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 14th day of January, 1986.

CHACE LAKE COUNTRY CLUB, INC.

BY  (SEAL)
Sam Standrod, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

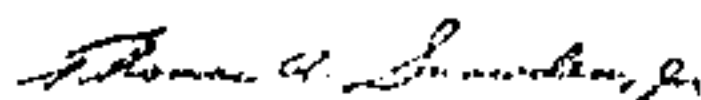
I, the undersigned authority, in and for said County, in said State, hereby certify that SAM STANDROD whose name as — President of CHACE LAKE COUNTRY CLUB, INC., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 14th day of January, 1986.


Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 JAN 15 AM 9:21


JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	—
Deed Tax		<u>1.00</u>
Mineral Tax		—
Recording Fee		<u>5.00</u>
Index Fee		<u>1.00</u>
TOTAL	\$	<u>7.00</u>