

CAHABA RIVER INTERCEPTOR SEWER  
LINE S

Seeland Corporation  
(Shelby County)\*  
Tract No. 2

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars and other good and valuable consideration 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:

Parcel No. 1

Commence at the Northwest corner of the NE 1/4 of Section 4, Township 19 South, Range 2 West and run south along the west line of said quarter section 1,511.0 feet to the point of beginning of a 30 foot sanitary sewer right-of-way lying 15 feet each side of, parallel to and abutting the following described line; thence turn 144°11'25" to the left and run northeasterly 322.72 feet at which point the right-of-way on the southeasterly side becomes bounded by a line lying 55 feet southeasterly of and parallel to the following described line; thence continue along last described course 102 feet, at which point the right-of-way on the southeasterly side becomes bounded by a line lying 15 feet southeasterly of and parallel to the following described line; thence turn 02°42'22" to the left and run northeasterly 695.77 feet; thence turn 24°56'23" to the right and run northeasterly 997.57 feet to an intersection with the north line of said quarter section and the end of this portion of right-of-way.

Also a 40 foot temporary construction easement lying northwesterly of, parallel to and abutting the above described right-of-way.

Also a temporary construction easement more particularly described as follows: Commence at the northwest corner of the NE 1/4 of Section 4, Township 19 South, Range 2 West and run south along the west along said quarter section 1,511.0 feet to the point of beginning of a 5 foot temporary construction easement lying southeasterly of, parallel to and abutting the above described right-of-way; thence turn 144°11'25" left and run northeasterly 407.72 feet, at which point the temporary construction easement becomes bounded on the northwesterly side by the southeasterly right-of-way as described above and bounded on the southeasterly side by a line lying 110 feet southeasterly of and parallel to the following described line; thence continue along last described course 17.0 feet; thence turn 02°42'22" left and run northeasterly 86 feet to the end of said temporary construction easement.

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Parcel No. 2 (Line S-1)

Commence at the Southwest corner of the NE 1/4 of Section 4, Township 19 South, Range 2 West and run north along the west line of said quarter section 307.72 feet to the point of beginning of a 30 foot sanitary sewer right-of-way lying 10 feet northeasterly and 20 feet southwesterly of, parallel to and abutting the following described line; thence turn an angle of 123°17'14" to the right and run southeasterly 189.64 feet; thence turn 43°23'47" to the right and run southerly 113 feet, more or less, to an intersection with the right-of-way as described in Parcel No. 1 above and the end of this parcel of right-of-way.

Parcel No. 3 (Line S-1)

Commence at the Southwest corner of the NE 1/4 of Section 4, Township 19 South, Range 2 West and run north along the west line of said quarter section 307.72 feet; thence turn an angle of 123°17'14" right and run southeasterly 140.52 feet; thence turn an angle of 90°00' left and run northeasterly 10 feet to a point on the northeasterly right-of-way as described in Parcel No. 2 above and the point of beginning of this parcel of right-of-way; thence turn an angle of 75°30' right and run southeasterly 139 feet, more or less, to an intersection with the northwesterly right-of-way line of Parcel No. 1 above; thence turn an angle to the right and run southwesterly along said right-of-way a distance of 107 feet, more or less, to an intersection with the northeasterly right-of-way line as described in Parcel No. 2 above; thence turn an angle to the right and run northerly and northwesterly along said right-of-way to the point of beginning.

Also a 20 foot temporary construction easement lying southwesterly of, parallel to and abutting the above described right-of-way in Parcel No. 2.

*Jeff. Co. Public Works  
Room 202 Annex  
C.C. House*

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Also temporary construction easement particularly described as follows: Commence at the Southwest corner of the NE 1/4 of Section 4, Township 19 south, Range 2 West and run northerly along the west line of said quarter section 307.72 feet; thence turn an angle of 123°17'14" to the right and run southeasterly 40.52 feet to the point of beginning of a temporary construction easement of variable widths being bounded on the southwesterly side by the northeasterly right-of-way line as described in Parcel No. 2 & 3 above and bounded on the northeasterly side by a line lying 65 feet northeasterly of and parallel to the following described line; thence continue along last described course a distance of 195 feet, more or less, to an intersection with the temporary construction easement as described in Parcel No. 1 above and the end of this parcel of temporary construction easement.

All of said right-of-way and temporary construction easement lies in the NE 1/4 of Section 4, Township 19 South, Range 2 West and the right-of-way contains 1.88 acres, more or less, and the temporary construction easement contains 2.52 acres, more or less.

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.

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.

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.

In consideration of the benefit of the property of the undersigned by reason of the construction of said sewer, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages, present or prospective, to the property of the undersigned arising or resulting from the construction, maintenance, and repair of said sewer; and the undersigned do hereby admit and acknowledge that said sewer, if and when constructed will be a benefit to the property of the undersigned.

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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 3rd day of April, 1986.

J. W. Nall (SEAL)  
E. C. Pinner (SEAL)

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, in and for said County, in said State, hereby certify that J. W. Nall, Jr. Whose name as President of Ma Land Corporation, 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 3rd day of April, 1986

Quitt A. Tomberlin  
Notary Public  
TOMBERLIN  
NOTARY PUBLIC  
SHELBY COUNTY ALABAMA STATE

My Commission Expires May 9, 1989

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, in and for said County, in said State, hereby certify that E. C. Skinner Whose name as \_\_\_\_\_ President of Attaders Valley Golf and Country Club, 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 3<sup>rd</sup> day of April, 1985.

Sarah B. Baker  
Notary Public

My commission expires April 25, 1987.



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

1986 APR -7 AM 9:49

Thomas W. Henderson, Jr.  
JUL 13 1986

1. Deed Tax \$ 50  
2. Mtg. Tax \_\_\_\_\_  
3. Recording Fee 750  
4. Indexing Fee 100  
TOTAL 900