

Value: \$100.00

SEND TAX NOTICE TO:

(Name) Shelby County, Alabama

(Address) P. O. Box 467  
Columbiana, Alabama 35051

This instrument was prepared by

(Name) WALLACE, ELLIS, HEAD & FOWLER

(Address) Columbiana, Alabama 35051

Form 1-1-27 Rev. 1-88

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and no/100 Dollars -----  
and other good and valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I  
or we,

Jewell Faye Moore, an unmarried woman

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Shelby County, Alabama

(herein referred to as grantee, whether one or more), the following described real estate, situated in  
Shelby County, Alabama, to-wit:

A perpetual easement and right-of-way for the installation and construction of water  
lines, water mains and other utilities, and the maintenance thereof, over and along the  
property described on Exhibit "A" attached hereto and made part and parcel hereof as fully  
as if set out herein which said Exhibit "A" is signed by grantor herein for the purpose  
of identification.

Grantee shall also have the right to install a fire plug or other access outlet for the  
use of Shelby County for testing of water and other lawful purposes including but not  
being limited to right of access to said point or other points and places on said line  
as deemed advisable by grantee.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES,  
their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,  
unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our)  
heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever.  
against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hands(s) and seal(s), this  
day of 6-17, 19 89

(Seal)

(Seal)

(Seal)

Jewell Faye Moore (Seal)  
Jewell Faye Moore

(Seal)

(Seal)

STATE OF ALABAMA

Shelby

COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Jewell Faye Moore, an unmarried woman  
whose name 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 she executed the same voluntarily  
on the day the same bears date.

Given in my hand and official seal this 17th day

A. D., 19 89

Exhibit "A"

Owner: Jewell Moore

That portion of land for a utility Right-of-Way more particularly described as follows:

Commence at the northeast corner of the east half of Fraction "E", Section 29, Township 19 South, Range 3 East, Shelby County, Alabama; thence run south along the east line of Fraction "E" a distance of 592.00 feet to the northeast margin of Glaze Ferry Road; thence Southeasterly with an angle deflecting to the left of 52 degrees 22 minutes 39 seconds run a distance of 57.62 feet; thence Southeasterly with an angle deflecting to the left 3 degrees 03 minutes 02 seconds run a distance of 244.56 feet; thence Southwesterly with an angle deflecting to the right of 86 degrees 11 minutes 24 seconds run a distance of 20.00 feet to the point of beginning of a strip 25 feet in width to the left of parallel and contiguous with the following line; thence continue along the last described course a distance of 78.50 feet to the Southwest corner of the Jewel Moore Property ending the 25 foot wide strip; thence turn southeasterly and run 25.00 feet along the south boundry line to begin a 10 foot wide strip to the left of parallel and contiguous with the south boundry line of the property; thence continue along the south boundry line a distance of 130.00 feet more or less to the bank of the Coosa River property owned by Alabama Power Company ending this said ROW description.

Contains .09 acres more or less.

SIGNED FOR IDENTIFICATION:

Jewell Faye Moore  
Jewell Faye Moore, Grantor

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Exhibit "B"

**ITEMIZED VERIFIED STATEMENT OF CLAIM  
TO THE COUNTY COMMISSION OF SHELBY COUNTY, ALABAMA**

Comes now Jewell Faye Moore, being over the age of nineteen (19) years and a bona fide resident of Shelby County, Alabama, to state from her personal knowledge the following claim against Shelby County, Alabama, as required by Alabama Code §11-12-5 (1975):

On or about July 1, 1988, agents or employees of Shelby County, Alabama entered onto my real property located along the Coosa River. Said entry was for the purpose of installing a public utility that being a water main which is intended to be property of Shelby County, Alabama.

The County initiated this work which involved the introduction of heavy equipment, the removal of soil, the cutting of a ditch, and the laying of high pressure water main pipes without first obtaining from me an easement or right-of-way. The County violated my rights as set forth in Article I, §23 of the Alabama Constitution of 1901, to be compensated justly prior to such entry and taking by a governmental body.

The action of the County also violated my rights as a citizen of the United States of America as set forth in

Clause 3 of the Fifth Amendment to the United States Constitution which states: "Nor shall private property be taken for public use without just compensation"

The County has also acted in total disregard of the procedures set forth in the Eminent Domain Code of 1985, as set forth in Alabama Code §18-1A-1 (1975).

As a result, I have suffered a trespass upon my property and a violation of my rights as set forth in the United States Constitution in the Fifth Amendment as that Amendment is applied to instruments of State Government by the Fourteenth Amendment of the United States Constitution. I have also had my rights under the Alabama Constitution and my rights under the Code of the State of Alabama violated by this action carried out by agents or employees of Shelby County, Alabama.

I hereby demand damages from the County for the trespass which has taken place on my property in the amount necessary to remove the pipe which has been laid in my property and the cost to restore my land to the state in which it was prior to the unlawful entry by the County. The amount of these damages which I seek is Twenty five thousand (\$25,000) dollars for the trespass.

I also demand damages from Shelby County for the violation of my Constitutional rights as set forth in the Alabama Constitution and in the United States Constitution in the amount of Seventy five thousand (\$75,000) dollars.

I hereby verify that the information given herein is true and correct to the best of my knowledge at this point in time.

*Jewell Faye Moore*  
Jewell Faye Moore

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Sworn to and subscribed before me on this the 19th day of December, 1988.

*Shane S. Keith*  
NOTARY PUBLIC  
My Commission Expires: 4/18/91

*Joseph L. Boohaker*  
Joseph L. Boohaker  
Attorney for Claimant  
801 Frank Nelson Bldg.  
Birmingham, Alabama 35203  
Telephone: 328-7911

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

91 NOV 26 AM 11:09

*William H. [illegible]*  
JUDGE OF PROBATE