

SEND TAX NOTICE TO:

✓ Shelby County Commission
P. O. Box 467
Columbiana, Alabama 35051

Inst # 1992-15468

THIS INSTRUMENT WAS PREPARED BY
WALLACE, ELLIS, FOWLER & HEAD
P. O. BOX 587
COLUMBIANA, ALABAMA 35051

WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Eight thousand and no/100 (\$8000.00) Dollars and other good and valuable consideration, to the undersigned grantors, in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Virgil J. Wheat and wife, Ellen W. Wheat, (hereinafter referred to as grantors) grant, bargain, sell and convey unto Shelby County, Alabama (hereinafter referred to as grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

A parcel of land conveyed in fee simple and described as Parcel Number One 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 grantors herein for the purpose of identification.

A permanent easement 30 feet in width for the purpose of installing water transmission lines, water pipes and other utilities, and for the construction, maintenance and operation thereof over and along the real estate described as Parcel Two 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 grantors herein for the purpose of identification.

A permanent easement 30 feet in width for the purpose of installing water transmission lines, water pipes and other utilities, for the construction, maintenance and operation thereof over and along the real estate described as Parcel Three 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 grantors herein for the purpose of identification.

Also, a 15 ft. wide temporary construction easement lying adjacent to and North of both permanent easements described as Parcel Number Two and Parcel Number Three on said Exhibit "A", to which said temporary easement grantee shall have full right of possession of and access to during the construction of the water line being placed within the permanent easement, and shall have the right to grade or remove dirt therefrom, locate and store construction equipment and supplies thereon. Said temporary construction easement shall be considered null and void after the water line installation project is completed and in no event will said temporary easement be in force and effect for more than twelve (12) months from the date hereof. After construction is completed, the temporary easement shall be restored by grantee to substantially equal or better condition as relates to drainage and appearance.

As additional consideration for the execution of this easement, grantee agrees that grantee will install at a point along grantors' boundary to be selected by grantee a six inch tap and service with a fire hydrant; that upon the

installation thereof, there will be a six inch "stub" capped off and made available for a future service to grantors, their heirs, successors and assigns. It is understood and agreed that there will be no impact fee for grantors, their heirs or assigns making a single connection to such six inch tap. Grantee agrees that it will use its best efforts to make said tap available for use by grantors within twelve (12) months from the time the water line is installed, and thereafter; grantors agree and understand, however, that grantee may not be able to supply water to said tap and to grantors' property within said time frame and all parties agree that Shelby County shall not be liable for any monetary damages of any type or character should Shelby County or its assigns be unable to comply with the provision hereof requiring water service to be thus available; provided, however, that in the event water is not furnished within twelve (12) months from the date hereof, grantee shall be responsible for furnishing such water to grantors, their heirs, successors and assigns, at said tap, in any event, within twenty-four (24) months from the date hereof.

It is otherwise understood and agreed that should grantors, their heirs, successors and assigns build a sewage treatment plant on other and adjacent property owned by grantors, that grantors will be permitted to install a ten inch disposal line for the purpose of transferring treated affluent from said sewer plant within a casing or protection line approved by grantee over the water line at some acceptable point, and in accord with specifications approved by grantee.

It is further understood and agreed that the old drainage ditch along Highway 280 (covering only the distance to which it is disturbed by construction pursuant to this easement) will be maintained by grantee in its present condition or better for drainage purposes.

Grantors, their heirs, successors and assigns agree that they will make no use of the property contained within the easement descriptions which in any way threatens or damages the water line or other installations of grantee or in any way is inconsistent in grantee's opinion with the use and operation of said water line or other improvements over and along said easements.

Grantors further agree that grantee will, according to the provisions hereinabove stated, only waive charges for a single residential or commercial water tap on said property; grantors further agree that there will be regular monthly service charges for water used in connection with said tap and that said water shall be used by grantors, their heirs, successors and assigns in accord with all applicable rules and regulations promulgated and from time to time amended by grantee.

Grantee agrees that in the event grantee fences or places gates across said easement or the property herein conveyed, grantee shall, with grantor's permission, supply a set of keys to any lock placed on such gate or fence to grantors, Sherwood Stamps and the CSX Railroad. Said keys will be for the personal use of those named and copies of said keys or access to said keys will be guarded by the recipients thereof for their personal use, and kept only in their possession.

TO HAVE AND TO HOLD to the said grantee, its successors or assigns forever.

And we do for ourselves and for our heirs, executors, and administrators covenant with the said GRANTEE, its successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey

the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said

GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I, or each of us, have hereunto set my or our hands and seals this 21st day of July, 1992.

Virgil J. Wheat (SEAL)
Virgil J. Wheat

Ellen W. Wheat (SEAL)
Ellen W. Wheat

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Virgil J. Wheat and wife, Ellen W. Wheat, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of July, 1992.

Louise Bass (SEAL)
Notary Public

Exhibit "A"

Parcel One:

A tract of land situated in the SE 1/4 of the NW 1/4 of Section 28, T. 19 S., R. 1 W., Shelby County, Alabama, being more particularly described as follows: Commence at the SE corner of the SE 1/4 of the NW 1/4 of said Section 28 and run northerly along the East line of said 1/4 - 1/4 section 510.78 ft. to a point on the northerly right of way line of Old U.S. Hwy. No. 280; thence turn 108°51'01" left and run southwesterly along said right of way line 131.02 ft. to the point of beginning of the tract of land herein described; thence continue along the last described course 70.00 ft.; thence turn 90°00' right and run northwesterly 70.00 ft.; thence turn 90°00' right and run northeasterly 70.00 ft. to the point of beginning. 0.11 A.c.

Parcel Two:

A 30 ft. wide easement situated in the SE 1/4 of the NW 1/4 of Section 28, T. 19 S., R. 1 W., Shelby County, Alabama, said easement being 15 ft. wide on both sides of a centerline described as follows: Commence at the SE corner of said 1/4-1/4 section and run northerly along the East line of said 1/4-1/4 section 510.78 ft. to a point on the northerly right of way line of Old U.S. Hwy. No. 280; thence turn 108°51'01" left and run southwesterly along said right of way line 340.02 ft. to the point of beginning of the easement centerline herein described; thence turn 155°36'24" right and run northeasterly 73.01 ft.; thence turn 20°34'00" right and run 00.69 ft. to a point on the westerly line of Shelby County property and the end of said easement centerline; the boundary lines of said 30 ft. wide easement extending to said Old U.S. Hwy. No. 280 on one end and the said westerly line of Shelby County property on the other end. said easement containing 0.10 Acres.

Parcel Three:

A 30.0 ft. wide easement situated in the SE 1/4 of the NW 1/4 of Section 28, T. 19 S., R. 1 W., Shelby County Alabama, said easement being 15.0 ft. wide on both sides of a centerline described as follows: Commence at the SE corner of the SE 1/4 of the NW 1/4 of said Section 28 and run northerly along the east line of said 1/4-1/4 Section a distance of 510.78 ft. to a point on the northerly right of way line of Old U. S. Hwy. NO. 280; thence turn 108° 51' 01" left and run southwesterly along said right of way line 131.02 ft. to the SE corner of the Shelby County property; thence turn 90° 00' 00" right and run northerly along the easterly line of said Shelby County property 33.32 ft. to the point of beginning of the easement centerline herein described; thence turn 78° 14' 29" right and run northeasterly 55.99 ft.; thence turn 2° 37' 17" right and run 01.04 ft.; thence turn 62° 00' 45" left and run northerly 108.17 ft.; thence turn 17° 58' 06" right and run northeasterly 4.70 ft. to a point on the southwesterly right of way line of the Seaboard Coast Line Railroad and the end of said easement centerline. The boundary lines of said 30.0 ft. wide easement extending to the easterly line of the Shelby County property on one end and the northwest right of way line of Seaboard Coast Line Railroad on the other end. Said easement containing 0.17 acres.

SIGNED FOR IDENTIFICATION:


Virgil J. Wheat, Grantor


Ellen W. Wheat, Grantor

Inst # 1992-15468
07/29/1992-15468
03:57 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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