

SEND TAX NOTICE TO:

Shelby County Commission
P. O. Box 467
Columbiana, AL 35051
(Tax Exempt)

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 One and no/100 (\$1.00) and other good and valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Walter Cornelius and wife, Lenora B. Cornelius, and Eugenia C. Clemore, an unmarried woman, (hereinafter referred to as grantors), grant, bargain, sell and convey unto Shelby County, Alabama (herein referred to as grantee), the following described real estate and or interests therein, situated in Shelby County, Alabama, to-wit:

A permanent and perpetual easement for ingress and egress, over and along the following described property:

Commence at the SW corner of the NE 1/4 of the SW 1/4, Section 16, Township 19 South, Range 1 West; thence N. 89 deg.-57'-26" E a distance of 41.98'; thence N 3 Deg.-07'-27" E a distance of 344.01'; thence N 20 Deg.-04'-36" E a distance of 109.16' to the POINT OF BEGINNING of the easement herein described; thence S 75 Deg.-39'-46" E a distance of 232.39'; thence N 84 Deg.-27'-49" E a distance of 162.61'; thence N 56 Deg.-42'-56" W a distance of 45.54'; thence S 74 Deg.-05'-05" W a distance of 37.70'; thence S 86 Deg.-56'-18" W a distance of 50.67'; thence N 89 Deg.-45'-03" W a distance 119.59'; thence N 62 Deg.-10'-48" W a distance of 58.27'; thence N 32 Deg.-58'-07" W a distance of 69.51'; thence S 50 Deg.-23'-15" W a distance of 40.11'; thence N 63 Deg.-49'-00" W a distance of 119.62' to the Southeasterly Right-of-way of Shelby County Highway #41 (80' ROW); thence S 50 Deg.-23'-15" W and along said ROW a distance of 39.84'; thence S 63 Deg.-25'-25" E and leaving said row a distance of 129.48' to the Point of Beginning.

The parties hereto further agree, covenant and contract as follows:

(a) As additional consideration for the execution by all of the joint owners of the easements herein contained, grantee agrees that upon request from the grantors herein, grantee will waive charges for and make a single individual residential tap not exceeding two (2) inches. It is understood and agreed that there will be no impact fees charged by the grantee to grantors for making the aforesaid tap; the owners of said property shall, however, pay for any additional taps which they request at regular rates. The owners of said property agree that there will be regular monthly service charges for water used in connection with all taps; the use of all water by grantors, said owners, their heirs, successors and assigns shall be in accord with all applicable rules and regulations promulgated from time to time and as amended by grantee.

(b) As a part of the consideration of this agreement, grantee Shelby County, Alabama, agrees that it will plant

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11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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and install along the Eastern and Northern boundaries of the adjacent pump station and pump house a hedge of Elaeagnus "Fruitlandii" or Japanese Photina (Red Tips) at the option of the grantors. Grantors grant to Shelby County permission to enter the property immediately adjacent to the Booster Station or Pump Station for the purpose of planting the aforesaid hedge, all according to the landscape plan of Municipal Consultants, Inc. previously submitted.

The above described property constitutes no part of the homestead of grantors herein.

TO HAVE AND TO HOLD to the said grantee, its successors and 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, we have hereunto set our hands and seals this 8th day of March, 1993.

Walter Cornelius (SEAL)
Walter Cornelius

Lenora B. Cornelius (SEAL)
Lenora B. Cornelius

Eugenia C. Clemore (SEAL)
Eugenia C. Clemore

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Walter Cornelius and wife, Lenora B. Cornelius, whose name 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 8th day of March, 1993.

Mary M. Stewart (SEAL)
Notary Public
My Comm. Expires: 4-30-96

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eugenia C. Clemore, an unmarried woman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of March, 1993.

Kathy Bowman
Notary Public

MY COMMISSION EXPIRES SEPTEMBER 13, 1995

STATE OF ALABAMA
SHELBY COUNTY

The above and foregoing is hereby accepted by Shelby County, Alabama, according to the terms and conditions contained therein.

Done this 12TH day of APRIL, 1993.

ATTEST:

Gloria W. Lucas
Clerk

SHELBY COUNTY, ALABAMA

By W. Paul Young
Chairman of Shelby
County Commission

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