

RIGHT OF WAY DEED

8/15/94 ds bt

ENGINEERING - 107

The State of Alabama

JEFFERSON COUNTY

9 5 0 1 / 4 3 7 4

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of \_\_\_\_\_

Five Hundred and no/100 Dollars (\$ 500.00 )

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 being \_\_\_\_\_ feet in width or \_\_\_\_\_ feet on each side of a center line located and described as follows, to-wit:

Inst # 1995-36590

Commence at the NW corner of the NW 1/4 of Section 17, Township 19 South, Range 2 West and run easterly along the north line of said quarter section a distance of 1,110.03 feet; thence left an angle of 28°50'45" and run north-easterly a distance of 109.77 feet; thence turn left an angle of 16°30'00" and run northeasterly a distance of 317.49 feet; thence turn 180° and run south-westerly a distance of 100.00 feet to the point of beginning of a curve to the right, having a central angle of 16°30'00" and a radius of 1,500.00 feet; thence run southwesterly along the arc of said curve a distance of 309.66 feet to the intersection of a northeasterly property line of grantor and the point of beginning of a 50 foot wide right-of-way, lying 25 feet each side of, parallel to, and abutting the following described line; thence continue south-westerly along the arc of said curve a distance of 122.31 feet to the end of the curve; thence continue southwesterly along the extended tangent of the aforescribed curve a distance of 468.41 feet to the point of beginning of a curve to the left with a central angle of 13°10'47.5 and a radius of 2,500.00 feet; thence continue southwesterly along the arc of said curve a distance of 575.08 feet to the intersection of the southwesterly property line of Grantor and the end of this right-of-way.

All of said right-of-way lies in the SW 1/4 of the SW 1/4 of Section 8, Town-ship 19 South, Range 2 West and the NW 1/4 of the NW 1/4 of Section 17, Town-ship 19 South, Range 2 West and the right-of-way contains 1.338 acres, more or less.

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 with-  
out the written permission of the Jefferson County Commission or its author-  
ized agent.

lying and being in Jefferson County, Alabama, and Shelby County, Alabama.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a per-  
petual use of said lands for such public purpose, 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 ob-  
structions 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.

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 under-  
signed 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 from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10<sup>th</sup> day  
of November, 19 94.

WITNESSES:

Alan P. Luge

Judy Martin

(SEAL)

(SEAL)

12/21/1995-36590  
11:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 12.00

The State of Alabama  
JEFFERSON COUNTY

Sewer Cahaba River Trunk Replacement to Little Shades Creek

Project No. \_\_\_\_\_

Name Windover Condominium Owners  
Tract No. 10  
Judy Martin

RIGHT-OF-WAY DEED

I, \_\_\_\_\_  
Judge of Probate in and for said State and  
County, hereby certify that the within convey-  
ance was filed in my office at \_\_\_\_\_  
o'clock \_\_\_\_\_ m., on the \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, and  
duly recorded in Deed Record \_\_\_\_\_ page \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_.

Judge of Probate

The State of Alabama  
JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_

Judy Martin

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, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10<sup>th</sup> day of November, 19 94.

Margaret S. Williams

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Nov. 23, 1996  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
Notary Public

The State of Alabama  
JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_

Whose name \_\_\_\_\_ signed to the foregoing conveyance, and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

12/21/1995 11:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 12.00

STATE OF ALABAMA, JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

George R. Reynolds  
Judge of Probate

Notary Public

The State of Alabama  
JEFFERSON COUNTY

**"NO TAX COLLECTED"**

I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_

Whose name as President of the \_\_\_\_\_

a corporation is signed to the foregoing conveyance, and who is being informed of the contents of the conveyance, he, as such officer, has executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this \_\_\_\_\_ day \_\_\_\_\_, 19 \_\_\_\_\_.

State of Alabama - Jefferson County  
I certify this instrument filed on:  
1995 JAN 17 P.M. 15:49

Recorded and \$ \_\_\_\_\_ Mtg. Tax \_\_\_\_\_ day that,  
and \$ 8.00 Deed Tax and Fee Amt. 8.00 me volun-  
Total \$ 8.00  
GEORGE R. REYNOLDS, Judge of Probate



9501/4374

Notary Public