

VALUE: _____
SEND TAX NOTICE TO: _____

This instrument was prepared by:
WALLACE, ELLIS, FOWLER & HEAD
P. O. Box 587
Columbiana, AL 35051

WARRANTY DEED

**STATE OF ALABAMA
SHELBY COUNTY**

Inst # 2000-03228

02/01/2000-03228

03:51 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

2000 FEB 15 PM

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One and no/100 Dollar (\$1.00) 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, **Roy L. Martin**, a married man (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **County Board of Education of Shelby County, Alabama** (hereinafter "Board of Education") and **City of Pelham, Alabama**, a municipal corporation (hereinafter "City of Pelham") (herein referred to as Grantee, whether one or more), an easement over and across the following described real estate, situated in Shelby County, Alabama, to-wit:

A permanent and perpetual easement 30 ft. in width for the installation and maintenance of a sewer line and for sewer, water, and other utilities over and across the property described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein.

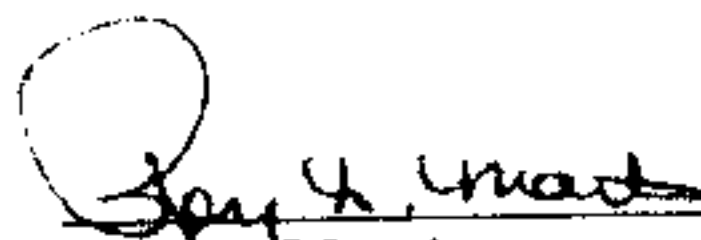
The City of Pelham agrees that for so long as the property described herein is owned by the above named Grantor, the City of Pelham will allow one free residential or commercial tap or connection to said sewer line for a single residential or commercial structure, said Impact Fee not to exceed a value or cost of \$3,000.00. The owner of said property will be responsible for paying any plumber fees for making the connection; the City of Pelham will not charge regular monthly user fees for such connection unless or until such connection to said sewer line is actually made by the above named.

This property constitutes no part of the homestead of Grantor.

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 (we) have hereunto set my hand(s) and seal(s), this 14 day of January, 2000.




Roy L. Martin (SEAL.)

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Roy L. Martin**, a married man, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of January, 2000.



Notary Public

30' UTILITY EASEMENT
58-14-03-07-03-005.000
ROY L. MARTIN
2205 HWY. 35
PELHAM, ALABAMA 35124

A parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the said quarter-quarter and a point on the South property line of Roy L. Martin, as Recorded in Deed Book 331, Page 14, in the Office of the Judge of Probate, Shelby County, Alabama and run in an Easterly direction along the said South boundary line for a distance of 71.56 feet to the POINT OF BEGINNING of a centerline of a 30 foot utility easement lying 15 foot each side and parallel to the centerline; thence turn an interior angle to the right 68 degrees 43 minutes 10 seconds and run in a Northwesterly direction for a distance of 86.72 feet to the Northern property line of Roy L. Martin and the point of ending of the centerline herein described, said point also being on the Southern most right of way line of Pelham and Fungo Road (80 foot right of way). See Exhibit "A" for sketch.

Roy L. Martin

EXHIBIT "A" - TRACT SKETCH

NW CORNER
NE 1/4 - SW 1/4
SEC. 7, T20S, R2W

NE 1/4 - SW 1/4
SEC. 7, T20S, R2W

SW 1/4 - SW 1/4
R2W R2W
T2S T2S

Inst # 2000-03228

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SHELBY COUNTY JUDGE OF PROBATE
15.50

003 HNS 15.30

BO. RIGHT OF WAY
PELHAM AND JUNGGO ROAD

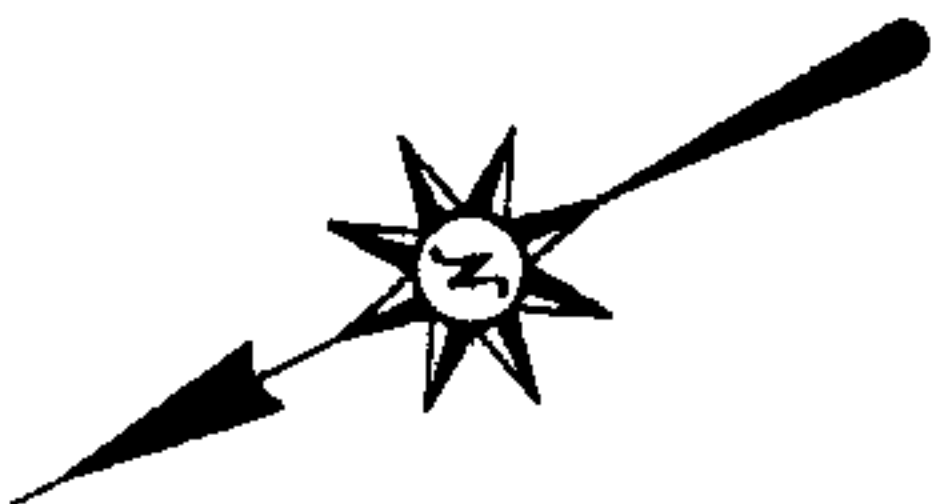
55-14-03-07-03-005,000
REV L MARTIN
ZEDS UNIT 35
PQUINN, AL 35174
O.R 331, PG. 14

P.O.C.
SEW CORNER
NE 1/4 - SW 1/4
SEC. 7, T20S, R2W

100

INVESTIGATES AS
RIGHT OF WAY VARIES

John H. White



NOT TO SCALE

LEGEND	
"O	IRON PIN FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

W

WILSON ENGINEERING & SURVEYING
SPECIALIZING IN VARIOUS SURVEYING
ENGINEERING & SURVEYING

SUITE 407, 87 GARDEN STREET
MONTREAL, QUEBEC H3T 1G6
TEL: (514) 938-1000
FAX: (514) 938-1001

TRACT SKETCH

PORTLAND CEMENT

30' UTILITY EASEMENT!
PARCEL ID #58-14-03-07-03-005.000
VALLEY INTERMEDIATE SCHOOL
VALLEY COUNTY BOARD OF EDUCATION