

Den Hayes

Inst # 2000-22269
01:39 PM CERTIFIED
07/05/2000-22269
SEWAN COUNTY JUDGE OF PROBATE
012 NWS

**SEWER EASEMENT - BRIARWOOD CHRISTIAN SCHOOL
RESOLUTION 00-02-14-16**

MOTION: Commissioner Crockett - Motion to approve Resolution 00-02-14-16 as presented
SECOND: Commissioner Acker
VOTE ON MOTION: Unanimous **MOTION CARRIED**

RESOLUTION 00-02-14-16

WHEREAS, Briarwood Presbyterian Church, hereinafter "Briarwood", heretofore execute on August 31, 1994 a sewer line easement in favor of Shelby County, a copy of which is attached hereto as exhibit "A" and made part and parcel hereof as fully as if set out herein, and

WHEREAS, Briarwood has requested that the sewer line be relocated to accommodate the construction of new athletic facilities, and

WHEREAS, Briarwood has executed a new sewer line easement in favor of Shelby County establishing the line to be relocated over property described therein, a copy of which newly executed sewer line easement is attached hereto as Exhibit "B" and made part and parcel hereof as fully as if set out herein:

NOW THEREFORE, in consideration of the above premises and in consideration of the execution of the new aforesaid sewer line easement shown on Exhibit "B" attached hereto, Shelby County does hereby release, vacate, cancel, and reconvey to Briarwood the sewer line easement and all interest therein which is described in the document dated August 31, 1994 and attached hereto as Exhibit "A".

Shelby County does further accept the sewer line easement proffered by Briarwood over and across the property and in form and substance as shown on Exhibit "B" attached hereto as aforesaid.

STATE OF ALABAMA
SHELBY COUNTY

WHEREAS, Briarwood Presbyterian Church, hereinafter "Briarwood", heretofore executed on August 31, 1994 a sewer line easement in favor of Shelby County, a copy of which is attached hereto as Exhibit "A" and made part and parcel hereof as fully as if set out herein, and

WHEREAS, Briarwood has requested that the sewer line be relocated to accommodate the construction of new athletic facilities, and

WHEREAS, Briarwood has executed a new sewer line easement in favor of Shelby County establishing the line to be relocated over property described therein, a copy of which newly executed sewer line easement is attached hereto as Exhibit "B" and made part and parcel hereof as fully as if set out herein:

NOW, THEREFORE, in consideration of the above premises and in consideration of the execution of the new aforesaid sewer line easement shown on Exhibit "B" attached hereto, Shelby County does hereby release, vacate, cancel, and reconvey to Briarwood the sewer line easement and all interest therein which is described in the document dated August 31, 1994 and attached hereto as Exhibit "A".

Shelby County does further accept the sewer line easement proffered by Briarwood over and across the property and in form and substance as shown on Exhibit "B" attached hereto as aforesaid.

Done this 14th day of February, 2000.

SHELBY COUNTY, ALABAMA

By: Alex Dudchock
Alex Dudchock, County Manager

ATTEST:

Myna B. DeMarco
Clerk

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchock, whose name as County Manager of Shelby county, Alabama, a political subdivision of the State of Alabama, 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 such instrument, he, as such County Manager and with full authority, executed the same voluntarily for and as the act of Shelby County, Alabama.

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

Cecelia E. Bent
Notary Public

MY COMMISSION EXPIRES OCTOBER 27, 2000

EXHIBIT "A"

STATE OF ALABAMA SHELBY COUNTY

In consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable considerations in hand paid to Briarwood Presbyterian Church, an Alabama non-profit corporation, (hereinafter called Grantors, whether one or more), the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant, bargain, sell and convey unto Shelby County, Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way twenty feet (20') in width, 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 Grantors herein for the purpose of identification, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more sewer lines and such other appurtenances, appliances, fixtures, equipment, utility lines, and utilities, as deemed by the Grantee to be necessary or useful in connection with the transportation and collection of sewage and/or water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of all of the rights herein granted and conveyed, including, but not being limited to the free right of ingress and egress over and along said easement, rights-of-way and real estate described on Exhibit "A" hereto and over any property which is owned by the Grantors and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the said right-of-way or easements, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines, facilities and other privileges and easements granted herein. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantors and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the easement for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines or other facilities installed in such rights-of-way or said easements, and such appurtenances, appliances, fixtures and equipment which the Grantee deems to be necessary or useful in connection with the Pipelines or easements.

The rights and privileges herein conveyed are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantors hereby covenant with the Grantee that the Grantors are lawfully seized in fee simple of said premises, that they are free from all encumbrances and that it has a good right to grant to the Grantee the right-of-way granted hereby and that it will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantors retain ownership of said property described and reserve the right to use said real estate described on Exhibit "A" for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or facilities or the use or enjoyment of the rights and estates granted to the Grantee by this instrument.

The Grantors further agree not to construct, cause to be constructed, or permit to be constructed, on said easements or rights-of-way described on Exhibit "A" any lake or pond or any

building or structure of any kind which would prevent or interfere with ready access to the Pipelines or facilities for any of the purposes hereinabove set forth.

3. The Grantee agrees that the pipeline or pipelines placed within the easement described on Exhibit "A" shall be buried and further agrees that following the construction, repair, relocation or removal of any such pipeline, grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

4. This instrument states the entire agreement between the Grantors and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantors and Grantee.

5. This instrument shall inure to the benefit of, and be binding upon, the Grantors and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantors have executed this instrument on the 31st day of August, 1994.

ATTEST:

Thomas F. Boggard
Secretary

BRIARWOOD PRESBYTERIAN CHURCH,
an Alabama non-profit corporation

By:

Mark W.
As its President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that A. Eric Johnston, whose name as President of Briarwood Presbyterian Church, an Alabama non-profit corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31st day of August, 1994.

Lorraine G. Page
Notary Public
My commission expires 7/22/94.

EXHIBIT "A"

Sanitary Sewer Line Easement

Commencing at the S.E. corner of the North 1/2 of the North 1/2 of the N.W. 1/4 of the S.W. 1/4 of Section 7, Township 19 South, Range 1 West; thence N 90deg.-00'00" E and run a distance of 476.74' to the POINT OF BEGINNING of the centerline of a Sanitary Sewer Easement lying 10.0' on each side of the following described line; thence N 34deg.-24'09" E and run a distance of 203.56'; thence N 43deg.-02'54" E and run a distance of 298.18'; thence N 21deg.-45'02" W and run a distance of 167.09'; thence N 49deg.-45'45" W and run a distance of 37.51' to the end of said easement.

SIGNED FOR IDENTIFICATION BY GRANTOR:

ATTEST:

Thomas G. Coppend
Secretary

BRIARWOOD PRESBYTERIAN CHURCH,
an Alabama non-profit corporation

By:

John W. McRae
As Its President

EXHIBIT "B"

STATE OF ALABAMA SHELBY COUNTY

In consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable considerations in hand paid to Briarwood Presbyterian Church, an Alabama non-profit corporation, (hereinafter called Grantors, whether one or more), the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant, bargain, sell and convey unto Shelby County, Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way twenty feet (20') in width, 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 Grantors herein for the purpose of identification, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more sewer lines and such other appurtenances, appliances, fixtures, equipment, utility lines, and utilities, as deemed by the Grantee to be necessary or useful in connection with the transportation and collection of sewage and/or water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of all of the rights herein granted and conveyed, including, but not being limited to the free right of ingress and egress over and along said easement, rights-of-way and real estate described on Exhibit "A" hereto and over any property which is owned by the Grantors and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the said right-of-way or easements, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines, facilities and other privileges and easements granted herein. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantors and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the easement for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines or other facilities installed in such rights-of-way or said easements, and such appurtenances, appliances, fixtures and equipment which the Grantee deems to be necessary or useful in connection with the Pipelines or easements.

The rights and privileges herein conveyed are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantors hereby covenant with the Grantee that the Grantors are lawfully seized in fee simple of said premises, that they are free from all encumbrances and that it has a good right to grant to the Grantee the right-of-way granted hereby and that it will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantors retain ownership of said property described and reserve the right to use said real estate described on Exhibit "A" for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or facilities or the use or enjoyment of the rights and estates granted to the Grantee by this instrument.

The Grantors further agree not to construct, cause to be constructed, or permit to be constructed, on said easements or rights-of-way described on Exhibit "A" any lake or pond or any building or structure of any kind which would prevent or interfere with ready access to the Pipelines or facilities for any of the purposes hereinabove set forth.

3. The Grantee agrees that the pipeline or pipelines placed within the easement described on Exhibit "A" shall be buried and further agrees that following the construction, repair, relocation or removal of any such pipeline, grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

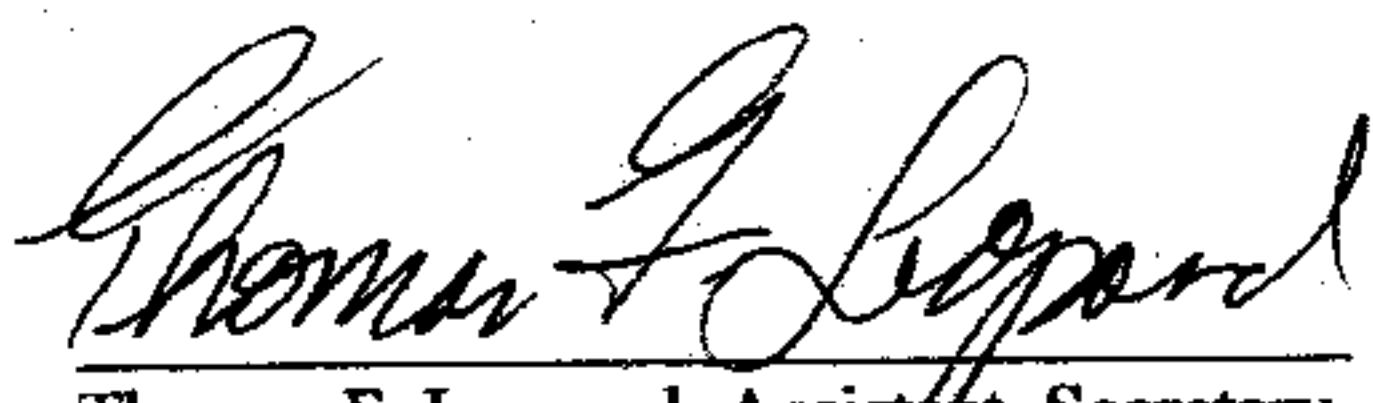
4. This instrument states the entire agreement between the Grantors and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantors and Grantee.

5. This instrument shall inure to the benefit of, and be binding upon, the Grantors and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantors have executed this instrument on the 24th day of January, 2000.

ATTEST:



Thomas F. Leopard, Assistant Secretary
Assistant

BRIARWOOD PRESBYTERIAN CHURCH,
an Alabama non-profit corporation

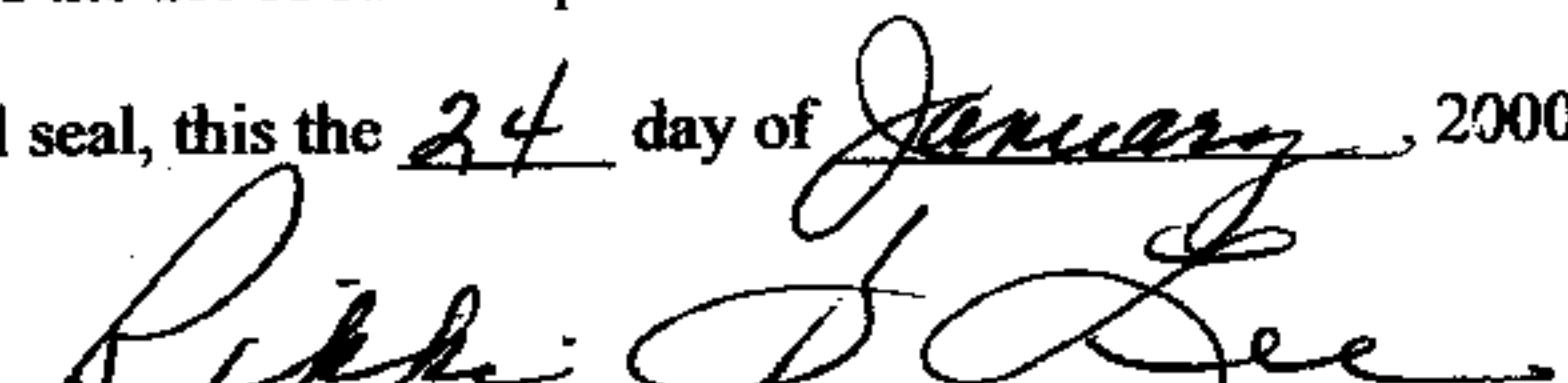
By: 

Thomas W. Harris, President

STATE OF ALABAMA
SHELBY COUNTY

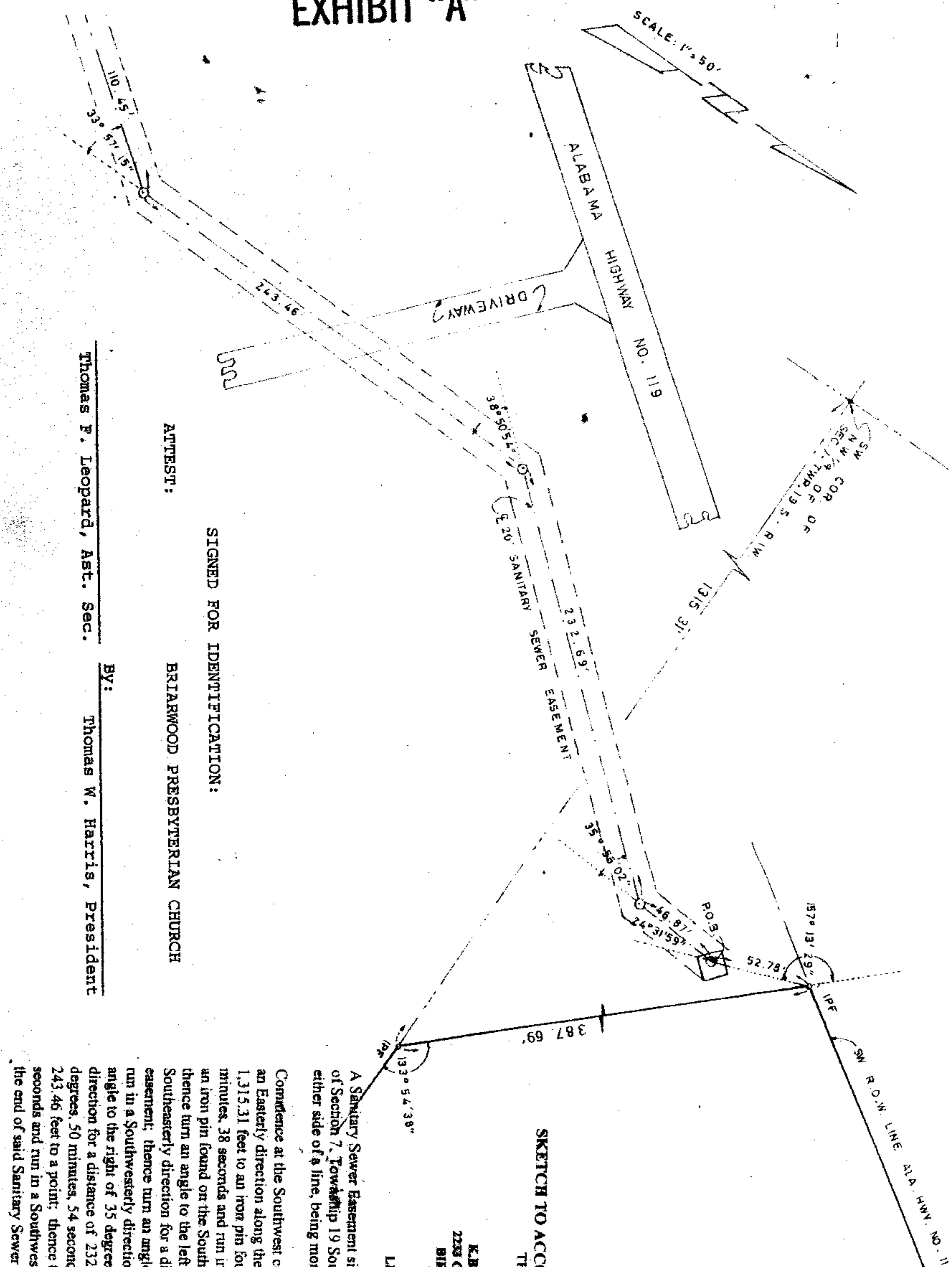
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas W. Harris, whose name as President of Briarwood Presbyterian Church, a non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 24 day of January, 2000.



Rickie D. Lee
Notary Public
MY COMMISSION EXPIRES MARCH 28, 2002

EXHIBIT "A"



**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
THIS IS NOT A SURVEY**

PREPARED BY:

K.L. WEYGAND & ASSOC.
2203 CABABA VALLEY DRIVE
BIRMINGHAM, AL 35242
TELE: 205-731-5551

A Sanitary Sewer Basement situated in the Northwest quarter and the Southwest quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, lying 10' either side of a line, being more particularly described as follows:

Compliance at the Southwest corner of the Northwest quarter of said Section 7 and run in an Easterly direction along the South line of said Northwest quarter for a distance of 1,315.31 feet to an iron pin found; thence turn an angle to the left of 133 degrees, 54 minutes, 38 seconds and run in a Northwesterly direction for a distance of 387.69 feet to an iron pin found on the Southwest right-of-way line of Alabama Highway No. 119; thence turn an angle to the left of 157 degrees, 13 minutes, 29 seconds and run in a Southeasterly direction for a distance of 52.78 feet to the point of beginning of said easement; thence turn an angle to the right of 24 degrees, 31 minutes, 59 seconds and run in a Southwesterly direction for a distance of 46.87 feet to a point; thence turn an angle to the right of 35 degrees, 56 minutes, 02 seconds and run in a Southwesterly direction for a distance of 232.69 feet to a point; thence turn angle to the left of 38 degrees, 50 minutes, 54 seconds and run in a Southwesterly direction for a distance of 243.46 feet to a point; thence turn an angle to the right of 33 degrees, 56 minutes, 15 seconds and run in a Southwesterly direction for a distance of 146.49 feet to a point on the end of said Sanitary Sewer Easement.

Thomas F. Leopard, Ast. Sec. Thomas W. Harris, President

Thomas W. Harris, President

I, Carl Daniel Moore, a registered Land Surveyor, certify that the above ~~Land Surveyor~~ sketch, meet or exceed the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

STATE OF ALABAMA
SHELBY COUNTY

In consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable considerations in hand paid to Briarwood Presbyterian Church, an Alabama non-profit corporation, (hereinafter called Grantors, whether one or more), the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant, bargain, sell and convey unto Shelby County, Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way twenty feet (20') in width, 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 Grantors herein for the purpose of identification, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more sewer lines and such other appurtenances, appliances, fixtures, equipment, utility lines, and utilities, as deemed by the Grantee to be necessary or useful in connection with the transportation and collection of sewage and/or water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of all of the rights herein granted and conveyed, including, but not being limited to the free right of ingress and egress over and along said easement, rights-of-way and real estate described on Exhibit "A" hereto and over any property which is owned by the Grantors and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the said right-of-way or easements, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines, facilities and other privileges and easements granted herein. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantors and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the easement for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines or other facilities installed in such rights-of-way or said easements, and such appurtenances, appliances, fixtures and equipment which the Grantee deems to be necessary or useful in connection with the Pipelines or easements.

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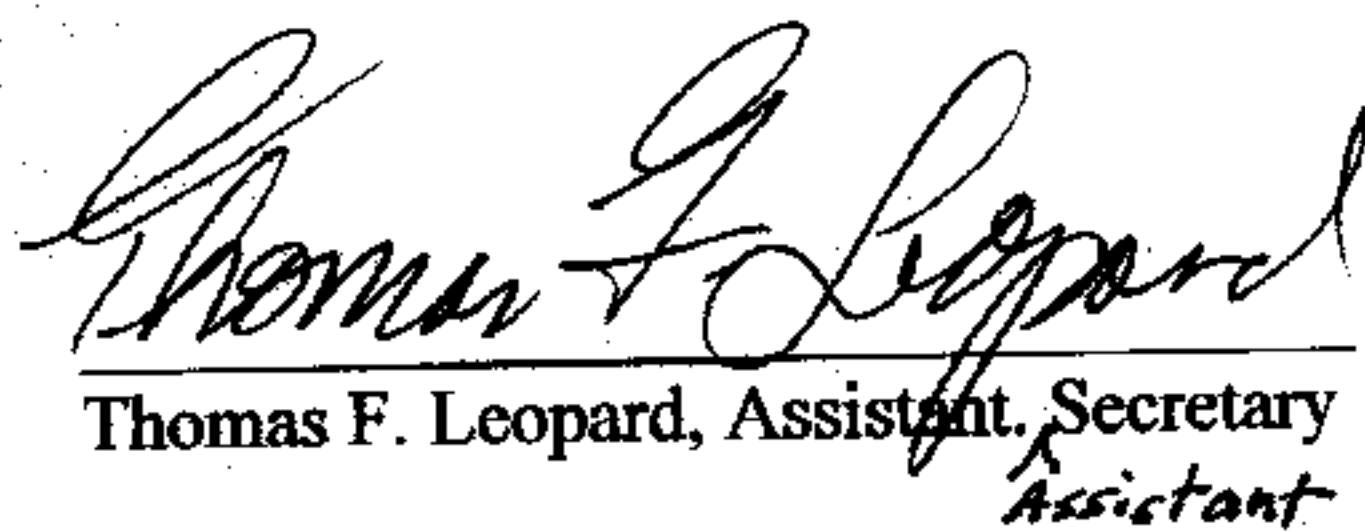
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5. This instrument shall inure to the benefit of, and be binding upon, the Grantors and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantors have executed this instrument on the 24th day of January, 2000.

ATTEST:



Thomas F. Leopard, Assistant, Secretary
Assistant

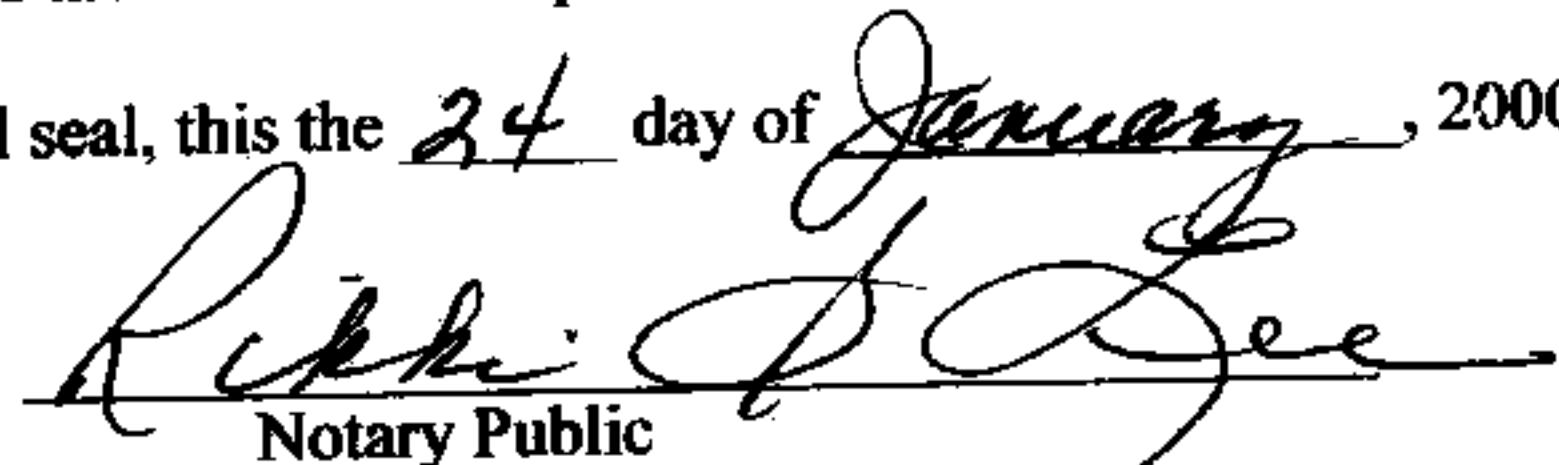
BRIARWOOD PRESBYTERIAN CHURCH,
an Alabama non-profit corporation

By: 
Thomas W. Harris, President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas W. Harris, whose name as President of Briarwood Presbyterian Church, a non-profit corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

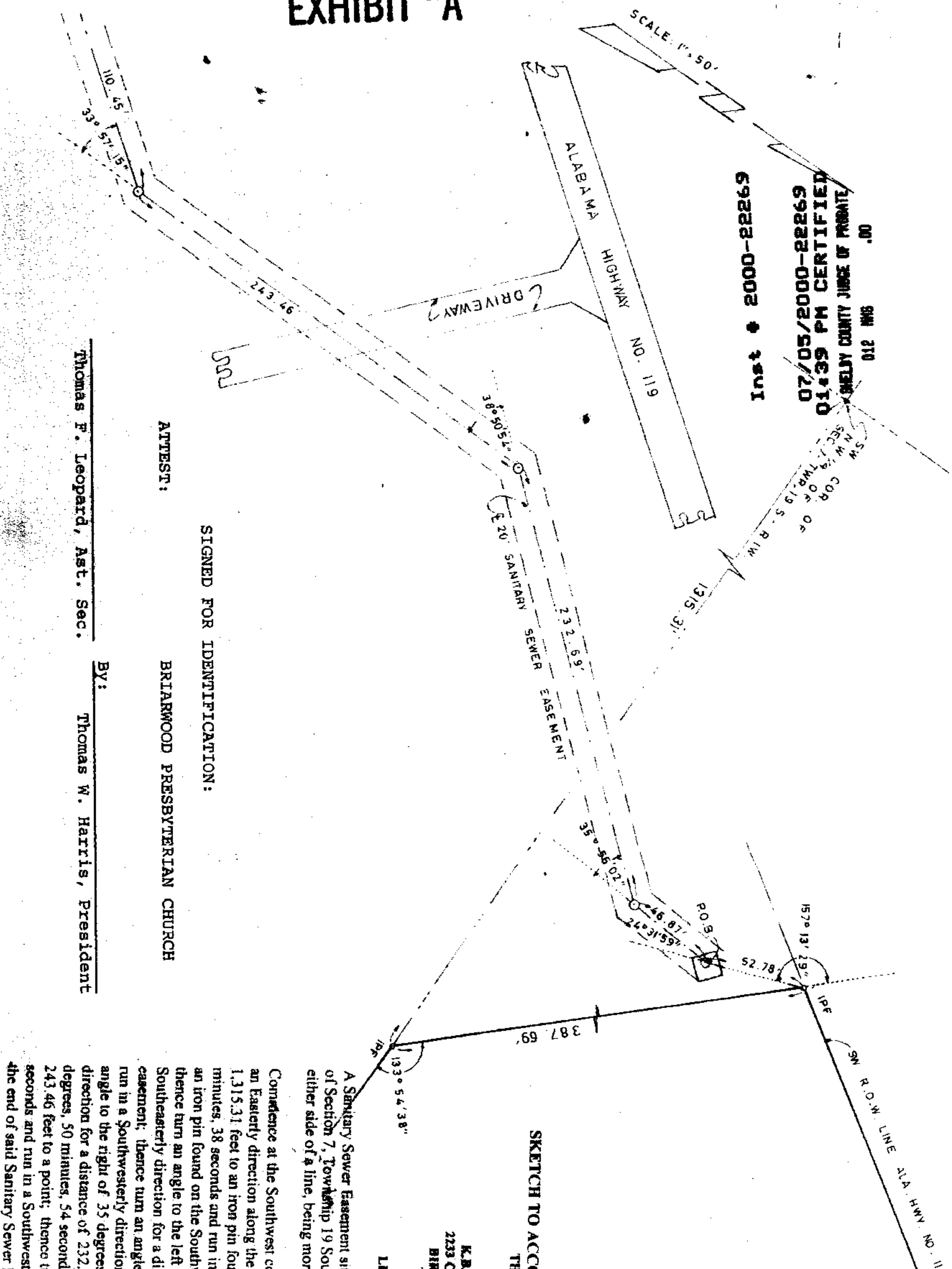
Given under my hand and official seal, this the 24 day of January, 2000.



Ricki S. Lee
Notary Public

MY COMMISSION EXPIRES MARCH 28, 2002

EXHIBIT "A"



SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
THIS IS NOT A SURVEY

PREPARED BY:
K.B. WEGAND & ASSOC.
2233 CAHABA VALLEY DRIVE
BIRMINGHAM, AL 35242
TEL: (205) 991-8955

LEGAL DESCRIPTION

A Sanitary Sewer Easement situated in the Northwest quarter and the Southwest quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, lying 10° either side of a line, being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of said Section 7 and run in an Easterly direction along the South line of said Northwest quarter for a distance of 1,315.31 feet to an iron pin found; thence turn an angle to the left of 133 degrees, 54 minutes, 38 seconds and run in a Northwesterly direction for a distance of 387.69 feet to an iron pin found on the Southwest right-of-way line of Alabama Highway No. 119; thence turn an angle to the left of 157 degrees, 13 minutes, 29 seconds and run in a Southeasterly direction for a distance of 52.78 feet to the point of beginning of said easement; thence turn an angle to the right of 24 degrees, 31 minutes, 59 seconds and run in a Southwesterly direction for a distance of 46.87 feet to a point; thence turn an angle to the right of 35 degrees, 50 minutes, 54 seconds and run in a Southwesterly direction for a distance of 243.46 feet to a point; thence turn an angle to the right of 33 degrees, 15 minutes, 15 seconds and run in a Southwesterly direction for a distance of 145.56 feet to the point on the end of said Sanitary Sewer Easement.

ATTEST:

BY: Thomas F. Leopard, Asst. Sec.

Thomas W. Harris, President

I Carl Daniel Moore, a registered Land Surveyor, certify that the above sketch, meet or exceed the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

