


\$500⁰⁰/SNU

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PROJECT: BESSEMER/ALABASTER
INTERCONNECTION


20080204000043240 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/04/2008 08:08:14AM FILED/CERT

RIGHT OF WAY DEED TRACT 13

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One & 00/100 Dollars (\$1.00) cash in hand paid by BESSEMER WATER SERVICE (BWS), a department of the City of Bessemer, a municipal corporation, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said BWS, its successors and assigns, a right-of-way and easement for water transmission mains, pipelines and facilities for purposes including the installation and maintenance of water pipelines, underground and on the surface, and underground and surface support facilities, including pump stations, access points, vaults, valves and hydrants on said right-of-way and easement being located in Shelby County and described as follows:

*A parcel of land twenty (20) feet in width, being a permanent water line easement, in the South 1/2 of the Southeast 1/4 of Section 19 and the South 1/2 of the Southwest 1/4 of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama. Said parcel of land lying ten (10) feet on either side of the following described centerline:
Commence at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 19; thence run South 00 Degrees 15 Minutes 16 Seconds West along the Western boundary line of said 1/4 - 1/4 Section a distance of 493.56 feet; thence run North 89 Degrees 44 Minutes 44 Seconds West a distance of 15 feet to the Point Of Beginning of said centerline; thence run South 00 Degrees 15 Minutes 16 Seconds West a distance of 159.92; thence run South 44 Degrees 44 Minutes 44 Seconds East a distance of 80.00 feet; thence run South 69 Degrees 14 Minutes 44 Seconds East a distance of 403.10 feet; thence run South 80 Degrees 29 Minutes 44 Seconds East a distance of 500.00; thence run North 89 Degrees 30 Minutes 16 Seconds East a distance of 268.82 feet; thence run North 86 Degrees 30 Minutes 16 Seconds East a distance of 868.58 feet to a point which is 17.21 feet Southeast of, and 10.00 feet Southwest of the most Northwesterly corner of Lot 1917 of Old Cahaba – Phase V, First Addition as recorded in Map book 35, Page 120, in the Probate Office of Shelby County, Alabama; thence run South 50 Degrees 08 Minutes 52 Seconds East along a line which is 10.00 feet Southwest of, and parallel with, the Southwesterly line of said Lot 1917 a distance of 102.79 feet to the Northwesterly right-of-way line of Business Circle; thence continue South 50 Degrees 08 Minutes 52 Seconds East a distance of 60 feet to a point on the Southeasterly right-of-way of said Business Circle, said point being 10.00 feet Southwesterly of the Southwest corner of Lot 1812 of said subdivision; thence continue South 50 Degrees 08 Minutes 52 Seconds East parallel with the Southwesterly line of said Lot 1812 a distance of 165.50 feet; thence run South 59 Degrees 29 Minutes 48 Seconds East a distance of 543.72 feet to a point along the South line of said Section 20, Township 20 South, Range 3 West, this being the end of the said centerline and easement. Shorten or extend sidelines of easement to terminate at said Section line boundary.*

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said BWS the right and privilege of a perpetual 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 parcel and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said parcel when deemed reasonably necessary for the avoidance of danger in and about said public use of said parcel, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of soil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from BWS.

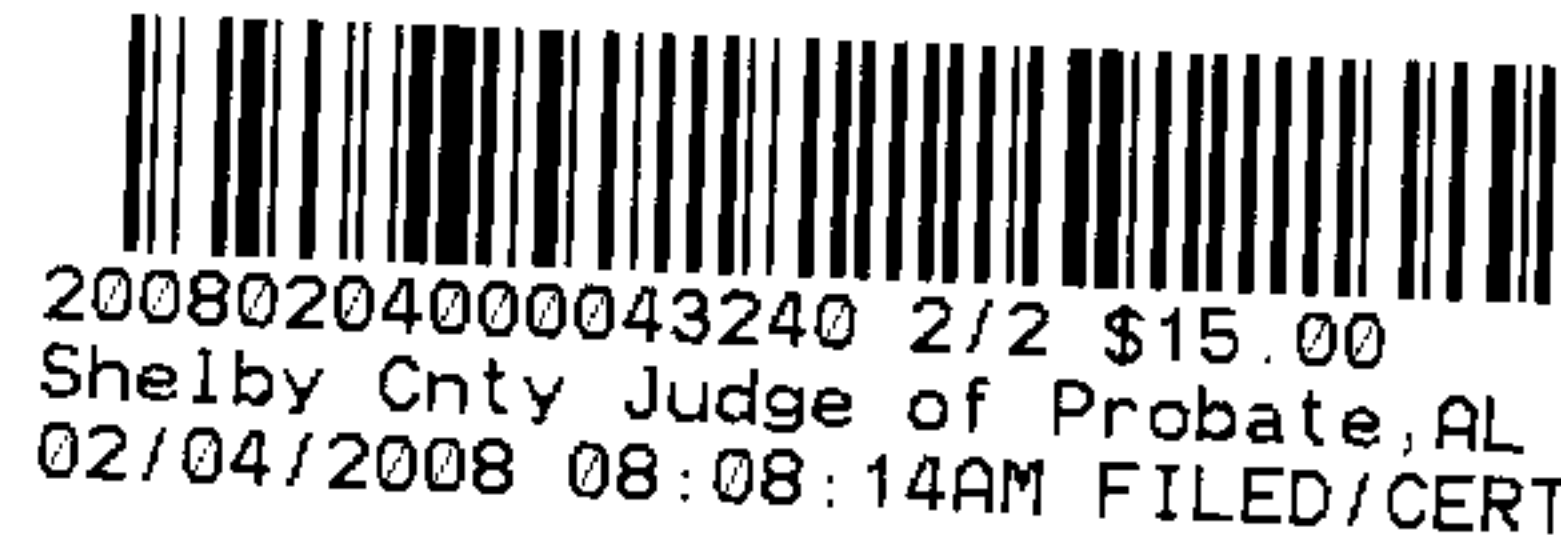
In consideration of the benefit to the property of the undersigned by reason of the construction of said water facility, the undersigned hereby release Bessemer Water Service, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said water facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with BWS that the undersigned is/are seized in fee-simple of said premises and have a good right and title 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 herein granted parcel of ground from and against the lawful claims of all persons whomsoever.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 19th day of December, 2007

Gayle W. Thomas (SEAL)
American Land Development Corp (SEAL)



STATE OF ALABAMA

SHELBY 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 _____, 20____.

Notary Public

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Gayle W. Thomas Whose name as President of the American Land Development a 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 19th day of Dec, 2007

My Commission Expires
June 15, 2010

Notary Public
Lily R. Gardner