

Prepared by:
Mark S. Boardman
Grant H. Howard
BOARDMAN CARR PETELOS WATKINS & OGLE, P.C
400 Boardman Drive, Chelsea, Alabama 35043

The preparer of this deed makes no certification as to title and has not examined the title to the property

Send notices to:
City of Chelsea
11611 Chelsea Road
Chelsea, Alabama 35043



20170824000309360 1/7 \$33.50
Shelby Cnty Judge of Probate, AL
08/24/2017 01:40:03 PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

Deed For Right of Way
and Storm Drainage Easement
CUPIDS LANE PROJECT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of one dollar and 00/100 (\$1.00) cash in hand paid by City of CHELSEA (the "City") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Teresa D. Cox (the "Grantor"), hereby states that she was married to Roger D. Cox, who died on July 8, 2016, leaving Teresa D. Cox as sole owner, having previously owned the property with her husband as joint tenants with right of survivorship, and agrees as follows:

1. Grantor does hereby grant, bargain, sell and convey unto the City, its successors and assigns,

(a) for storm and water drainage, a perpetual right of way and easement upon, over, through, and under the real property more particularly described as the Right of Way Area on Exhibit A attached hereto and depicted on the map on the second page of Exhibit A (the "Right of Way Area") for the purpose of installing, constructing, operating, maintaining, repairing, removing, replacing, and/or relocating storm drainage facilities as may from time to time be deemed necessary or desirable by the City (the "Drainage Facilities"), including without limitation ditches, pipes, piping, conduits, underground and surface stations, access points, stub outs, manholes, and other support facilities, and any and all other apparatus and equipment as the City may deem necessary or desirable for adequate storm drainage; and

(b) a temporary construction easement upon, over, across the entire real property more particularly described as the Temporary Easement Area on Exhibit B attached hereto for use in connection with constructing, installing, repairing, maintaining, and replacing Drainage Facilities.

2. The term of the right of way and easement upon, over, through, and under the Right of Way Area granted by Paragraph 1(a) hereof and the covenants herein that are related thereto shall run with the Grantor's Land described on Exhibit B attached hereto and shall continue in perpetuity. The temporary construction easement granted in Paragraph 1(b) hereof shall run with Grantor's Land and shall continue until May 31, 2018, on which date the temporary construction easement shall automatically expire and terminate.

3. Grantor further agrees that the City shall have the right and privilege of a perpetual use of the Right of Way Area for the public purpose described in Paragraph 1(a) above, 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 Right of Way Area and the right, but not the obligation, to cut and keep clear all trees, grass, bushes, shrubs, undergrowth, and other obstructions in and upon the Right of Way Area and the Grantor's Land adjacent to the Right of Way Area as and when the City deems it reasonably necessary for the avoidance of danger in and about the Right of Way Area and the prevention of damage to any of the roadway Drainage Facilities.

4. Without the express written consent of the City, Grantor shall not (i) dig or excavate within the Right of Way Area, (ii) construct or place any buildings or other improvements, any obstruction, spoil, fill dirt or material, any heavy equipment, or any other heavy objects in, on, or across the Right of Way Area; or (iii) plant or permit to exist any trees, shrubs, bushes, or other plants in, on, or across the Right of Way Area other than ground cover such as grass. After installation and construction of the Drainage Facilities, the City will restore the area disturbed. If any of the Drainage Facilities are installed or constructed underground, and if before construction begins, the area disturbed is sodded, the City will attempt to save and replace the sod. Otherwise, the area disturbed will be seeded, mulched, and covered with hay. Ditches will be seeded, mulched, and covered with hay. Thereafter, it shall be the obligation of Grantor to cut and keep clear the grass and other plant life or ground cover in the Right of Way Area and to cut and keep clear all trees, bushes,

Shelby County, AL 08/24/2017
State of Alabama
Deed Tax: \$.50

shrubs, grass, undergrowth, and other obstructions in the Right of Way Area, the Temporary Easement Area, and the Grantor's Land adjacent to the Right of Way Area, all in accordance with applicable City ordinances.

5. Grantor hereby acknowledges that the Drainage Facilities, if and when constructed in the Right of Way Area, will be a material benefit to Grantor and Grantor's Land. In consideration of the benefit to the Grantor and to the Grantor's Land and other property that will be derived by the Drainage Facilities in the Right of Way Area, the Grantor hereby releases, acquits, and discharges the City, the State of Alabama, and/or the United States of America, and/or any of their agents and employees, from all damages, present or prospective, to Grantor's Land and any other property of Grantor arising or resulting from the construction, maintenance and repair of the Drainage Facilities in the Right of Way Area or the use of the Temporary Easement.

6. Grantor hereby covenants with, and represents and warrants to, the City that Grantor is seized in fee simple of the Right of Way Area and the Temporary Easement Area and has a good right to sell and convey the same and that the same are free from all encumbrances except for encumbrances of record, and the undersigned will warrant and defend the title to the Right of Way Area and the Temporary Easement Area from and against the lawful claims of all persons whomsoever.

7. The deed shall inure to the benefit of and be binding upon the Grantor and the heirs, successors and assigns of the Grantor.

IN WITNESS WHEREOF, this deed has been executed by Grantor under seal on this 23 day of Aug, 2017.

GRANTOR:

Teresa D. Cox [Seal]
Teresa D. Cox

State of Alabama

Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify that Teresa D. Cox whose name as Grantor 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23 day of Aug, 2017.

Debbie H. Armstrong
Notary Public
Print Name: Debbie H. Armstrong

My commission expires 2-24-18

AFFIX NOTARIAL SEAL

This transaction is approved by Regions Bank, N.A., as lien holder, such lien recorded as Instrument # 20080317000108000.

REGIONS BANK

By: J. H. [Signature]
Its: Vice President



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Shelby Cnty Judge of Probate, AL
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Exhibit A

A part of the NW $\frac{1}{4}$ of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama and described as follows:

Commence at the NE Corner of the North $\frac{1}{2}$, of the NW $\frac{1}{4}$ of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama; Thence run S $00^{\circ}14'39''$ W (assumed bearing) along the East line of Said quarter section a distance of 654.06'; thence S $89^{\circ}26'39''$ W for a distance of 1199.77'; thence S $00^{\circ}04'18''$ W for a distance of 321.93' to the Point of beginning of a 10'-0" wide easement being 5.0' to both sides of, parallel to, and abutting the following described line; thence S $80^{\circ}23'48''$ W doe a distance of 146.50'; thence S $57^{\circ}52'57''$ W for a distance of 28.11'; thence S $19^{\circ}28'23''$ W for a distance of 323.38' to the South Boundary of grantor's property and the end of this easement.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"

This instrument was prepared by:
Mike T. Atchison
P O Box 822
Columbiana, AL 35051

Send Tax Notice to:
Roger D. Cox
70 Cupids Lane
Chelsea, Alabama 35043

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP


20040330000162340 Pg 1/2 18.08
Shelby Cnty Judge of Probate, AL
03/30/2004 12:52:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of FIVE HUNDRED DOLLARS AND NO/00 (\$500.00), and any other good and valuable considerations to the undersigned grantor (whether one or more), in hand paid by grantee herein, the receipt whereof is acknowledged, I or we, Roger D. Cox and wife, Teresa D. Cox (herein referred to as grantor) grant, bargain, sell and convey unto, Roger D. Cox and wife, Teresa D. Cox, (herein referred to as grantees), the following described real estate, situated in: Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

Subject to taxes for 2004 and subsequent years, easements, restrictions, rights of way and permits of record.

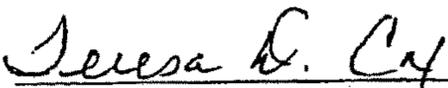
TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, and 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, heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of March, 2004.



Roger D. Cox

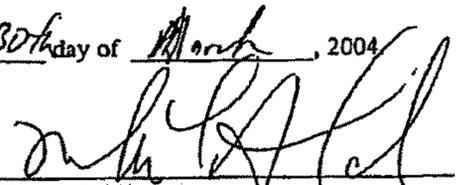


Teresa D. Cox

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State hereby certify Roger D. Cox and wife, Teresa D. Cox, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they/she/he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of March, 2004.



Notary Public


20170824000309360 5/7 \$33.50
Shelby Cnty Judge of Probate, AL
08/24/2017 01:40:03 PM FILED/CERT

My commission expires: 10-16-04

EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Northeast corner of the North one-half of the Northwest quarter of Section 4, Township 20 South, Range 1 West; thence run South along the East line of said quarter section a distance of 654.06 feet, thence turn an angle of 89 degrees 12 minutes to the right and run east a distance of 1499.80 feet; thence turn an angle of 89 degrees 12 minutes to left and run a distance of 663.57 feet, thence turn an angle of 90 degrees 50 minutes 57 seconds to the left and run a distance of 120.79 feet to the point of beginning; thence continue along last said course for a distance fo 120.0 feet; thence turn an angle of 89 degrees 08 minutes 48 seconds to the left and run a distance of 60.00 feet; thence turn an angle of 58 degrees 36 minutes 37 seconds to the left and run a distance of 78.03 feet; thence turn an angle of 93 degrees 52 minutes 00 seconds to the left and run a distance of 115.50 feet to the point of beginning. Situated in the north one-half of the Northwest Quarter of Section 4, Township 20 South, Range 1 West. Shelby County, Alabama.

* Also a 60.0 feet easment described as follows: Commence at the Northeast Corner of the North one-half of the Northwest Quarter of Section 4, Township 20 South, Range 1 West; thence run South along the East line of said quarter section a distance of 854.06 feet; thence turn an angle of 89 degrees 12 minutes to the right and run west a distance of 1899.20 feet to the point of beginning; thence continue West in the same direction for 60.0 feet; thence turn an angle of 89 degrees 12 minutes to the left and run a distance of 663.36 feet to the South line of the quarter-quarter section; thence turn an angle of 90 degrees 50 minutes 57 seconds to the left and run west along South line of quarter-quarter section a distance of 60.0 feet; thence turn an angle of 89 degrees 09 minutes 03 seconds to the left and run a distance of 663.22 feet; to the point of beginning. Situated in the North one-half of the Northwest Quarter of Section 4 Township 20 South, Range 1 West. Shelby County, Alabama.



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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Teresa D. Cox
Mailing Address 70 Cupid's Lane
Chelsea, Alabama 35043

Grantee's Name City of Chelsea
Mailing Address 11611 Chelsea Road
Chelsea, Alabama 35043

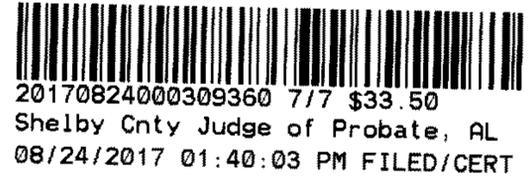
Property Address 70 Cupid's Lane
Chelsea, Alabama 35043

Date of Sale _____
Total Purchase Price \$ _____
or
Actual Value \$ 500.00
or
Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale
 Sales Contract
 Closing Statement

Appraisal
 Other EASEME



If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 8/23/2017

Print [Signature]

Unattested

Sign

(verified by)

(Grantor/Grantee/Owner/Agent) circle one