

ORDINANCE NO. 96-148

AN ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE TOWN OF BROOKWOOD
AS A RESULT OF A PETITION FILED BY THE OWNER THEREOF.

WHEREAS, all the owners of the real property hereinafter described did sign and file a written petition with the City Clerk, a copy of which is attached hereto, requesting that said property be annexed into the Town of Brookwood; and,

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the Town of Brookwood, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the Town of Brookwood adopt an ordinance allowing such annexation and that the corporate limits of the Town of Brookwood be extended and rearranged so as to embrace and include such property.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Brookwood, Alabama;

1. Pursuant to the provisions of §11-42-20 of the Code of Alabama, 1975, as amended, the following described property, to-wit:

See Exhibit "A" attached hereto and made a part of this Ordinance as if fully set out herein.

Be and the same is hereby, annexed to the corporate limits of the Town of Brookwood, and said property shall be and hereby is, made a part of the Town of Brookwood, upon the date of posting of this Ordinance.

2. In the event that the property described in Exhibit "A" lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the Town of Brookwood, and is made a part of the Town of Brookwood, pursuant to the provisions of the Act of August 30, 1973, No. 654, §3 1973 Ala. Acts 654 [codified at Ala. Code APPX., §382 (58) (1973)].

Such annexation shall be effective upon the date of posting of this Ordinance.

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded Ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ADOPTED AND APPROVED this the 9 day of April, 1996.

BROOKWOOD TOWN COUNCIL

BY: Alton C. Hyche
Mayor

ATTEST:

Linda Barger
Town Clerk

I hereby certify that the above and foregoing Ordinance was posted on the 9 day of April, 1996, at the following locations:

1. Town Hall
2. Henry's
3. Village
4. Huber

Linda Barger
Town Clerk

STATE OF ALABAMA *
*
TUSCALOOSA COUNTY *

PETITION FOR ANNEXATION

THE UNDERSIGNED, BEING THE OWNER OF ALL PROPERTY
HEREINAFTER DESCRIBED, PETITIONS THE COUNCIL OF THE TOWN OF
BROOKWOOD, ALABAMA TO ANNEX INTO THE CORPORATE LIMITS OF THE
TOWN OF BROOKWOOD THE FOLLOWING DESCRIBED REAL PROPERTY
SITUATED IN TUSCALOOSA COUNTY, ALABAMA TO-WIT:

PETITIONER WOULD SHOW THAT THE SAID REAL PROPERTY IS
WITHIN AN AREA CONTIGUOUS TO THE CORPORATE LIMITS OF THE TOWN
OF BROOKWOOD AND THAT SUCH PROPERTY DOES NOT LIE WITHIN THE
CORPORATE LIMITS OR POLICE JURISDICTION OF ANY OTHER
MUNICIPALITY. PETITIONER WOULD FURTHER SHOW THAT THE
ANNEXATION OF THE SAID PROPERTY WOULD BE BENEFICIAL TO THE
HEALTH, SAFETY AND THE WELFARE OF THOSE PEOPLE RESIDING IN
SAID AREA.

DATED THIS ...15..... DAY OF *February*....., 19*96*

Mark [Signature]
.....
PETITIONER

.....
PETITIONER

.....
PETITIONER

.....
PETITIONER

This instrument prepared by:
Joseph W. Spransy
3300 1st Avenue North
Birmingham, AL 35222

Send Tax Notices To:
Mark Stanley
15540 Walden Pond Road
Cottondale, AL 35453

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

Source of Title:
Book 1093, Page 151

STATUTORY WARRANTY DEED

This Statutory Warranty Deed between UNITED LAND CORPORATION, a Delaware corporation (hereinafter referred to as "Grantor"), and MARK STANLEY (hereinafter referred to as "Grantee"):

Witnesseth:

That for and in consideration of the sum of Ten Thousand Four Hundred Seventy-Two and 00/100 Dollars (\$10,472.00) and other good and valuable consideration, in hand paid to Grantor by Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain and sell unto Grantee, subject to the exceptions, reservations, encumbrances and covenants hereafter set forth, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

Surface Rights Only

A parcel of land located in Section 36, Township 20 South, Range 8 West, Tuscaloosa County, Alabama, being more particularly described as follows:

Commence at the SW corner of the NW1/4 of Section 36, Township 20 South, Range 8 West, said point being the Point of Beginning; thence N 00°35'39" W 283.11 feet along the west line of said NW1/4, basis of bearing being State Plane coordinate system, 1927 datum, 283.11 feet to the south right-of-way line of a 100 foot wide SouthRail Corporation railroad right-of-way; thence S 70°23'40" E 87.18 feet along said right-of-way line to the beginning of a curve concave to the north having a chord bearing and distance of S 86°08'23" E, 1,058.50 feet, a central angle of 31°29'26", a radius of 1,950.35 feet, along an arc and said right-of-way 1,071.94 feet to the end of said curve located 20 feet west of the center of an unimproved gravel road; thence S 08°49'13"W 106.64 feet; thence S 10°34'15" W 96.64 feet to a point located on the south line of said NW1/4 and 20 feet west of the center of said road; thence N 89°04'26" W 1,101.34 feet along said south line to the Point of Beginning. Containing approximately 4.76 acres, more or less.

. . . TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever, subject, however, to the following conditions, to which Grantee assents and agrees by its

1. Grantee, for itself and its respective successors and assigns, by its acceptance hereof, hereby RELEASES and WILL HOLD and SAVE HARMLESS Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (hereinafter "Indemnitees") from and against and shall DEFEND and INDEMNIFY Indemnitees for any and all claims, losses, demands, costs, expenses, liabilities, damages and judgements, including personal injury, death or damage to property arising from, resulting from or in any way connected with any and all past mining operations on or under said land and irrespective of whether or not resulting in whole or in part from the negligence of Grantor or its predecessors, successors, assigns, licensees, lessees or contractors including without limitation the existence (now or hereafter) of mine shafts, mine entries, other mine structures and surface subsidence; provided however, in the event that Grantee or its successors and assigns mortgages said land, the indemnity obligations in this paragraph shall not apply to such mortgagee or mortgagee in possession; provided further, however, the release provision of this paragraph shall at all times be applicable to and binding upon such mortgagee or mortgagee in possession. No right of action for damages on account of injuries or damages to the land herein conveyed or to any buildings, improvements, structures, roadways, pipelines or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past mining operations of Grantor, or its predecessors, successors, assigns, licensees, lessees or contractors, or resulting from the past removal of iron ore, coal, gas, oil and/or other minerals or coal seam or other roof supports by Grantor, or its predecessors, successors, assigns, licensees, lessees, or contractors, shall ever accrue to or be asserted by the Grantee, its respective successor or assigns, this conveyance being made expressly subject to all such injuries and damages, either past or future, and the releases and hold harmless and indemnity provisions set forth above shall constitute covenants running with said land as against Grantee and all person, firms, corporation or entities holding under or through Grantee.

2. Grantor makes no covenant, representation, or warranty as to the suitability of the said land for any purpose whatsoever or as to the physical condition of the said land. Grantee

existing conditions, and having had the opportunity to conduct such investigation and study on and of said land as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including, without limitation subsurface conditions and solid and hazardous wastes and hazardous substances on, under, or related to the said land. Grantee further acknowledges and agrees that the said land is hereby sold, conveyed to, purchased and accepted by Grantee, in its present condition, "AS IS", and hereby assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation. Grantee, for itself and its heirs, beneficiaries, successors and assigns, by its acceptance hereof, hereby releases and will hold and save Grantor harmless from and against all claims, losses, demands, costs, expenses (including attorney fees and other legal costs), liabilities, damages and judgements arising out of or related to Grantee's use of the land as to breach of this representation and warranty.

3. Grantee, for itself and its successors and assigns, by its acceptance hereof, hereby RELEASES and shall HOLD and SAVE HARMLESS Indemnites from and against, and shall DEFEND and INDEMNIFY Indemnites for, all claims, losses, demands, expenses (including attorney's fees and other legal liability), liabilities, damages and judgments arising out of or related to any governmental action or third party action associated with or related to hazardous waste or hazardous substances including but not limited to actions arising out of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §§ 9601 et seq., P.L. 96-510, as amended) or any similar state law, statute, ordinance code or regulation.

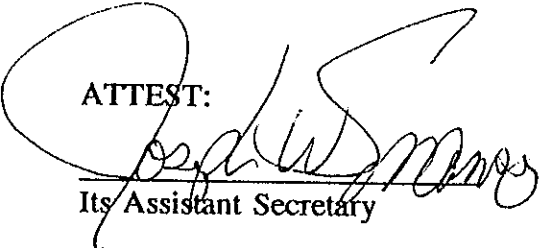
4. This conveyance is made subject to rights-of-way for public roads, telephone, telegraph and electric transmission lines and other existing easements of record or discoverable by a careful inspection or accurate survey of said land.

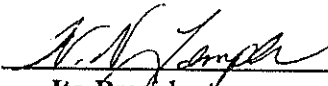
AND GRANTOR DOES HEREBY COVENANT with Grantee that, at the time of delivery of this deed, the premises were free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers named below, on this 8th day of February, 1996.

UNITED LAND CORPORATION

ATTEST:

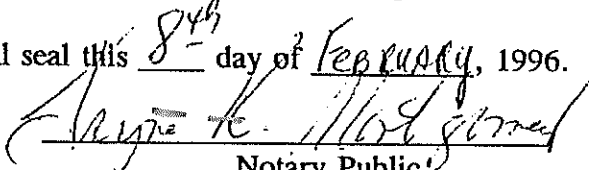

Its Assistant Secretary

By: 
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W. N. Temple whose name as President of UNITED LAND 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 said 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 8th day of February, 1996.


Notary Public

My Commission Expires: 7-16-99