

ORDINANCE NO. 2007-192

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 GIBSON REAL ESTATE, L.L.C.

WHEREAS, Gibson Real Estate, L.L.C., the owner of the real property herein 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 petitioner 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. 54, §3 1973 Ala. Acts 654 [codified at Ala. Code APX., §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.

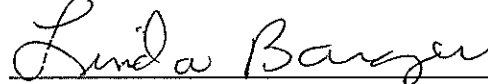
4. The City Attorney shall forward a copy of the recorded Ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ADOPTED AND APPROVED this the 17 day of July 2007.

BROOKWOOD TOWN COUNCIL

By: 
Mayor

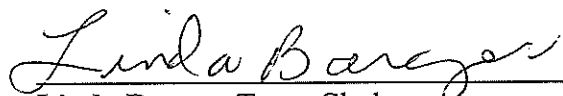
ATTEST:


Town Clerk

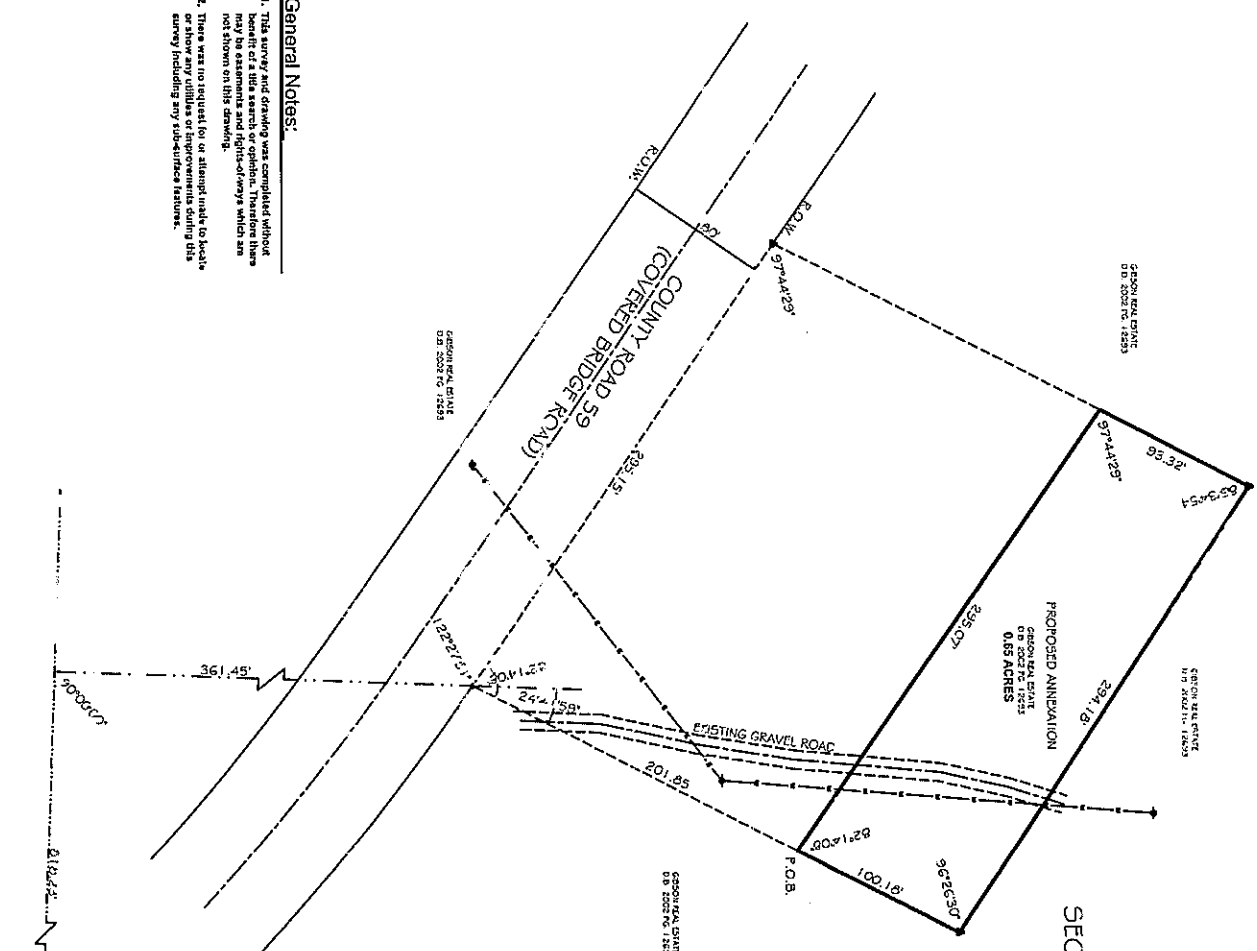
CERTIFICATE OF POSTING

I hereby certify that the above and foregoing Ordinance was posted on the 18 day of July 2007 at the following locations:

1. Brookwood Town Hall
2. Ken's (C) Store
3. Mary's Travel Center
4. Subway


Linda Barger, Town Clerk

SECTION 18, TOWNSHIP 21 SOUTH, RANGE 7 WEST
TUSCALOOSA COUNTY, ALABAMA



- General Notes:**
1. This survey and drawing was completed without benefit of a title search of records. The results of any title search are not shown on this drawing.
 2. There was no request for or attempt made to locate any other appurtenances or adjacent features.

P.O.C.
2 1/2" IRON PIPE
SE CORNER OF THE
SE 1/4 OF THE NW 1/4
SEC. 18, T-21-S, R-7-W
TUSCALOOSA CO., AL
N 87°29'59" W (ASSUMED REFERENCE)

PROPOSED
ANNEXATION
GIBSON REAL ESTATE

TUSCALOOSA, ALABAMA

P-1
Sheet No C00 or 000

DATE	REVISION

FIELD BOOK:
CAD FILE:
DRAWN BY: L.B. DATE: 07-17-07
CHECKED BY: R.T. JOB NO.: 07-059

almon
associates®

Almon Associates, Inc.
2005 - 2nd Street
P.O. Drawer 277
Tuscaloosa, Alabama 35403
(205) 343-1133
(205) 343-1134
(205) 343-1135

DESCRIPTION: PROPOSED ANNEXATION (JOHN GIBSON)

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 7 WEST TUSCALOOSA COUNTY, ALABAMA CONTAINING 0.65 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINING COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 7 WEST; THENCE N 87°49'39" W ON THE SOUTH BOUNDARY OF THE SE 1/4 OF THE NW 1/4, A DISTANCE OF 818.23 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE RIGHT OF 90°00' RUN IN A NORTHERLY DIRECTION A DISTANCE OF 361.45 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF COUNTY ROAD 59 (COVERED BRIDGE ROAD); THENCE WITH A DEFLECTION ANGLE OF 24°41'59" RUN IN A NORTHEASTERLY DIRECTION A DISTANCE OF 201.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE ON THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 100.18 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 96°26'30" RUN IN A NORTHWESTERLY DIRECTION A DISTANCE OF 294.18 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 83°34'54" RUN IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 93.32 FEET TO A POINT; THENCE WITH AN INTERIOR ANGLE RIGHT OF 97°44'29" RUN IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 295.07 FEET TO THE POINT OF BEGINNING. SAID POINT FORMING AN INTERIOR CLOSURE ANGLE OF 82°14'08"

STATE OF ALABAMA

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TUSCALOOSA COUNTY

PETITION FOR ANNEXATION

TOWN OF BROOKWOOD

TO THE TOWN COUNCIL OF THE TOWN OF BROOKWOOD:

The undersigned, being the property owner of the land described below and set out in red outline on a map, does petition the Town Council of the Town of Brookwood, pursuant to §§11-42-20 et seq. of the Code of Alabama (1975, as amended) or in the alternative Act of August 30, 1973, No. 654, Section 3, 1973 Ala. Acts 654 [Codified at Ala. Code Appx., §382(58) (1973)], to extend the corporate limits of the Town of Brookwood so as to annex the said Town the following described property located in Tuscaloosa County, to-wit:

See description attached hereto as Exhibit "A" and incorporated herein by reference.

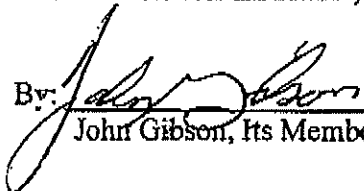
In support of this petition, it is certified by the undersigned that the said territory is contiguous to the existing corporate limits of the Town of Brookwood and does not embrace any territory within the corporate limits of another municipality, and when annexed to the Town of Brookwood will form a homogeneous part of the Town.

The undersigned further certifies that it is the owner of all the land within the above described property and that the information set forth in the attached annexation questionnaire is true and correct.

The undersigned further petitions the Town Council of the Town of Brookwood to adopt an appropriate annexation ordinance assenting to this annexation petition.

Respectfully submitted this the 6 day of October 2005.

GIBSON REAL ESTATE, L.L.C.

By: 
John Gibson, Its Member

STATE OF ALABAMA

TUSCALOOSA COUNTY

TOWN OF BROOKWOOD

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ACKNOWLEDGEMENT

I, the undersigned authority, a notary public in and for said state, hereby certify that JOHN GIBSON whose name as Member of Gibson Real Estate, L.L.C. is signed to the foregoing annexation petition and who is known to me, acknowledged before me on this day, being informed of the contents of the petition, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and stated that the names appearing thereon constituted all the legal owners of said property.

Given under my hand and official seal this the 6 day of October 2005.

Quita Bayette

NOTARY PUBLIC
My Commission Expires: 8/5/09

Instrument Prepared By:
Claude McCain Moncus
Corley, Moncus & Ward
400 Shades Creek Parkway, Suite 100
Birmingham, Alabama 35209

Source of Title:
Deed Book 1093 at Page 151

2004 3203
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DEED Book & Page
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Source of Title: 1093 / 151
W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

STATUTORY WARRANTY DEED

This STATUTORY WARRANTY DEED between UNITED LAND CORPORATION, a Delaware corporation (hereinafter referred to as "Grantor") and GIBSON REAL ESTATE, L.L.C., (hereafter referred to as "Grantee");

WITNESSETH:

That for and in consideration of the sum of One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00) 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

Lot 1 of ULC-8 Subdivision, a map or plat of which is recorded in Plat Book 2004 at Page 10 in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby made in aid of and as a part of this description

hereinafter sometimes referred to as the "Premises"...

... 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 acceptance hereof.

- 1. Grantee, for itself and its heirs, beneficiaries, successors in interest, assigns,

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lessees and any person or entity which shall acquire any property interest or right (equitable, beneficial, direct or otherwise) in or with respect to all or any portion of the Premises and improvements (herein collectively referred to as "Grantee, et al."), by their acceptance hereof, hereby RELEASE and shall HOLD and SAVE HARMLESS Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (herein collectively referred to as "Grantor, et al.") from and against and shall DEFEND and INDEMNIFY Grantor, et al. for any and all claims, losses, demands, costs, expenses, liabilities, damages and judgments, including personal injury, death or damage to property arising from, resulting from or in any way connected with any and all past mining operations or other use of the Premises, on or under the Premises and irrespective of whether or not resulting in whole or in part from the negligence of Grantor, et al., or their respective 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. 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 Premises, or to any owners or occupants or other persons in or upon said Premises, resulting from past mining operations or other use on or under said Premises, of Grantor, et al., or their respective predecessors, successors, assigns, licensees, lessees or contractors, or resulting from the removal of iron ore, coal, gas, oil and/or other minerals or coal seams or other roof supports by Grantor, et al., or their respective predecessors, successors, assigns, licensees, lessees, or contractors, shall ever accrue to or be asserted by the Grantee, et al., this conveyance being made expressly subject to all such injuries and damages, either past or

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future, and the release and hold harmless and indemnity provisions set forth above shall constitute covenants running with said Premises as against Grantee, et al. and all persons, firms, corporations or entities holding under or through Grantee.

2. GRANTOR MAKES NO COVENANT, REPRESENTATION, OR WARRANTY AS TO THE SUITABILITY of the said Premises for any purpose whatsoever or as to the physical condition of the said Premises. Grantee acknowledges having inspected the said Premises, having observed its physical characteristics and existing conditions, having had the opportunity to examine and review all of Grantor's documents relative to said Premises, and having had the opportunity to conduct such investigation and study on and of said Premises as it deems necessary, and on behalf of Grantee, et al., hereby WAIVES any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions, solid wastes, and hazardous wastes, and/or hazardous substances on, under, or related to the said Premises. Grantee further acknowledges and agrees that the said Premises are hereby sold, conveyed to, purchased and accepted by Grantee, in its present condition, "AS IS", "WHERE IS", and subject to "ALL FAULTS", including but not limited to all patent and patent defects and liabilities and the existence of pollutants or contaminants in, under or to said Premises, including without limitation soil, surface water, sediment and ground water, and improvements, if any, and Grantee on behalf of Grantee, et al., hereby ASSUMES THE RISK that adverse physical characteristics and existing conditions may not have been revealed by its investigation. Grantee, et al. hereby RELEASE and WILL HOLD and SAVE Grantor, et al. HARMLESS from and against any and all claims, losses, demands, costs, expenses (including attorney fees and other legal costs), liabilities, damages and judgments

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arising out of, related to, or in any way connected with use of the Premises and improvements by Grantor, et al.

3. Grantee, et al., by their acceptance hereof, hereby RELEASE and shall HOLD and SAVE HARMLESS Grantor, et al., from and against, and shall DEFEND and INDEMNIFY Grantor, et al., for any and all claims, losses, demands, costs, expenses (including attorney's fees and other legal liability), liabilities, damages and judgments arising out of, related to, or in any way connected with 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 other law, statute, ordinance, code or regulation of federal, state, county or municipal governments regulating hazardous waste or hazardous substances, whether similar or dissimilar. Further, Grantee, et al. WAIVE any and all contractual, statutory, common law and/or other claims or causes of action presently existing or which may come into being at any time in the future which they or any of them may otherwise be entitled to assert against Grantor, et al. arising in whole or in part out of, relating to, or in any way connected with the past or present condition or liabilities of the Premises, including but not limited to the environmental conditions or liabilities of the Premises and improvements.

4. The provisions of Sections 1, 2 and 3, hereof including without limitation the "Release, Hold Harmless and Indemnity" provisions thereof, and all duties and obligations provided herein shall run not only in favor of Grantor, et al. but shall also run with the Premises and shall obligate Grantee, et al. The provisions of Sections 1, 2, 3 and 4 of this Statutory Warranty Deed shall be inserted in each and every document which conveys, grants, transfers,

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assigns or evidences any property right or interest in the Premises and improvements.

5. This conveyance is made subject to rights-of-way for railroads and railways, public roads, telephone, telegraph, gas and water, electric, transmission lines and other existing easements, whether of record, unrecorded, or discoverable by a careful inspection or accurate survey of said Premises. Further, this conveyance is subject to real estate taxes and assessments which are not yet due and payable, and covenants, easements, conditions, restrictions, and reservations of record. Additionally, as set forth herein above, this conveyance is of "SRO". Grantor hereby specifically reserves unto its self all of the oil, gas, coal and minerals, as well as mining and all other subsurface rights relating to the Premises.

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 claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Statutory Warranty 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 27th day of July, 2004.

UNITED LAND CORPORATION

WITNESS:

[Signature]
Witness

By: [Signature]
Its: President

State of Alabama)
Tuscaloosa County)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MILF C. DEARDEN, 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 29th day of January, 2004.

Notary Public: Margo Y. Eades

My Commission Expires: _____

Margo Y. Eades
Notary
State of Alabama At Large
My Commission Expires: 6/21/08


2004 3208	
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Book/Pg: 2004/3203	
Tara/Cashier: SCAN2 / HazelN	
Trans: 4727.354597.407418	
Recorded: 02-06-2004 15:25:01	
DFE Deed Tax	125.
PJP Probate Judge Fee	2.
REC Recording Fee	18.
SIT Source of Title	1.
Total Fees: \$ 145.50	

ACCEPTANCE BY GRANTEE

The undersigned Grantee, Gibson Real Estate, L.L.C., an Alabama limited liability company, having reviewed and read this Statutory Warranty Deed, hereby joins in this Statutory Warranty Deed in order to accept the same, and be bound by the terms and conditions of this Statutory Warranty Deed.

IN WITNESS WHEREOF, Grantee has caused this Statutory Warranty Deed to be executed on this 4th day of February, 2004.

GIBSON REAL ESTATE, L.L.C. an Alabama limited liability company

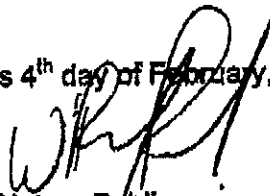
By:  [SEAL]
Its Manager

STATE OF ALABAMA
COUNTY OF TUSCALOOSA)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John B. Gibson, whose name as Manager of GIBSON REAL ESTATE, L.L.C., an Alabama limited liability company, 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 the instrument, he as such manager, and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 4th day of February, 2004.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 11/15/07

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W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

