

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )

**CONVEYANCE OF TEMPORARY  
CONSTRUCTION EASEMENT**  
*No title opinion requested and none provided.*

**KNOW ALL MEN BY THESE PRESENTS**, that **MARION K. ANDERSON LAND TRUST**, (“Grantor”), for and in consideration of Ten Dollars (\$10.00) cash paid by the **CITY OF MADISON, Alabama, a municipal corporation** in Madison County, Alabama (“Grantee”), the receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, its successors and assigns, a temporary construction easement over, under, upon, and across the following described property which is situated in the City of Madison, Madison County, Alabama, to-wit:

*The southeast corner of Marion K. Anderson Trust Land as recorded in Deed Book 2017, Page 249670 in the Office of the Judge of Probate of Madison County, Alabama; thence run along the south property line of said Marion K. Anderson Trust Land and the north right-of-way line of Martin Street S 71°22’54” W, 20.00 feet to the Point of Beginning of the Temporary Construction Easement herein described; said point also lying on the southwest corner of a Drainage Easement recorded in Deed Book 2023, Page 4486, in the Office of the Judge of Probate of Madison County, Alabama; thence continue along said north right-of-way line S 71°22’54” W, 42.00 feet to a point; thence departing said north right-of-way line run N 18°37’06” W, 40.00 feet to a point; thence run N 42°06’40” E, 24.92 feet to a point; thence run N 18°37’06” W, 120.00 feet to a point; thence run N 70°58’30” E, 24.00 feet to a point lying on the west line of the aforementioned Drainage Easement; thence run along said west line S 17°22’36” E, 172.39 feet to the Point of Beginning.*

*Said Temporary Construction Easement lying and being situated in the northwest quarter of Section 16, Township 4 South, Range 2 West, Madison County, Alabama, and contains 4,814.25 S.F., more or less.*

**TO HAVE AND TO HOLD** unto the Grantee, its successors, and assigns until Grantee completes its public drainage improvement project, or one (1) year from the date of this agreement, whichever shall first occur. At such time, the above-described temporary construction easement shall terminate, and all rights shall revert to the Grantor.

For itself, its successors and assigns, Grantor covenants and agrees with the Grantee, its successors, and assigns, that they are lawfully seized in fee simple of said premises; that the Grantor is free from all encumbrances, and that he has a good right to sell and convey the same as aforesaid; and that they will warrant and defend the same to the Grantee, its successors and assigns for the duration of the temporary construction easement, against the lawful claims of all persons.

**IN WITNESS WHEREOF**, George Anderson, caused this instrument to be executed this \_\_\_\_\_ day of April 2023.

**GRANTOR**

\_\_\_\_\_  
**George Anderson, representative of the  
MARION K. ANDERSON LAND TRUST**

<b>STATE OF ALABAMA</b>	§
	§
<b>COUNTY OF MADISON</b>	§

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that **George Anderson, as representative of the Marion K. Anderson Land Trust** whose name is signed to the foregoing instrument and who is, or who has been made known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of April 2023.

\_\_\_\_\_  
Notary Public

