



20111014000307490 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
10/14/2011 02:56:14 PM FILED/CERT

This instrument was prepared by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051

Grantee's address:
613 Valley Street
Montevallo, AL 35115

CORRECTIVE PERMANENT EASEMENT DEED

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the Water Works and Sewer Board of the City of Montevallo, the receipt whereof is hereby acknowledged, the undersigned Julian J. Hatcher, unmarried (hereafter the GRANTOR, whether one or more), do hereby grant, bargain, and convey unto the Water Works and Sewer Board of the City of Montevallo (hereafter the GRANTEE, whether one or more), its agents, successors, and assigns permanent easements and rights of ingress and egress to and from, also over and across a parcel of land for the purpose of constructing, operating, maintaining and repairing water and/or sanitary sewer mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the GRANTEE. Said easements being located within the property of the undersigned GRANTOR as described parcel # 36-1-11-0-003-020.000 in the office of the Property Tax Commissioner of Shelby County, Alabama, said easements being more particularly described as follows:

Two fifteen foot wide easements across the land described as beginning at the NE corner of the SW¹/₄ of the NW¹/₄ of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and run South 470.82 feet; then run West 44.7 feet to the East right of way line of Wallace Lane, also known as Shelby County Highway No. 200; then run North along said right of way line 470 feet; then run East 40 feet more or less to the point of beginning.

This deeds corrects the deed recorded as Instrument #20110602000161750 in the Probate Office of Shelby County, Alabama, by stating the name of the GRANTEE as the Water Works and Sewer Board of the City of Montevallo.

The GRANTEE shall have 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 to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

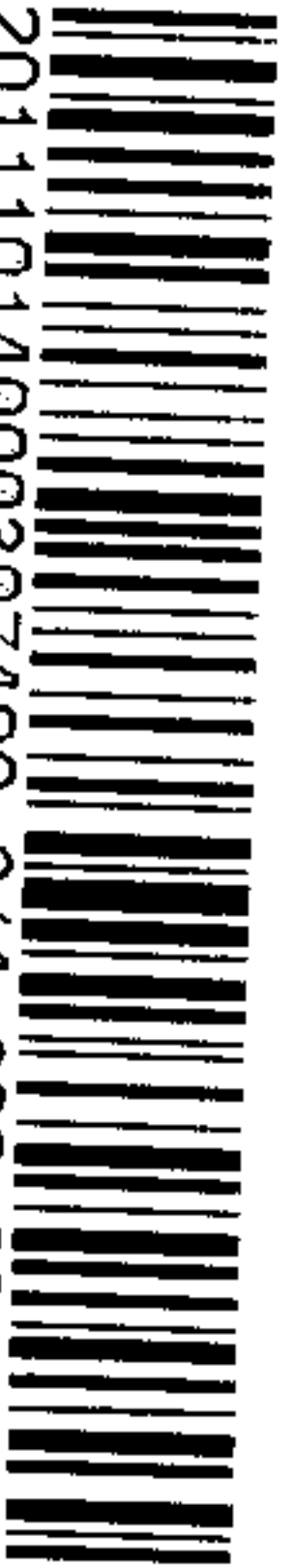
The GRANTEE shall have free access, ingress and egress to and from said land over and across adjacent lands of the GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the GRANTEE to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The GRANTEE shall also have the right to temporarily place dirt and materials on adjacent lands of the GRANTOR for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

The GRANTEE agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. The GRANTOR covenants that he has good and merchantable title to said property and good right to convey this easement.

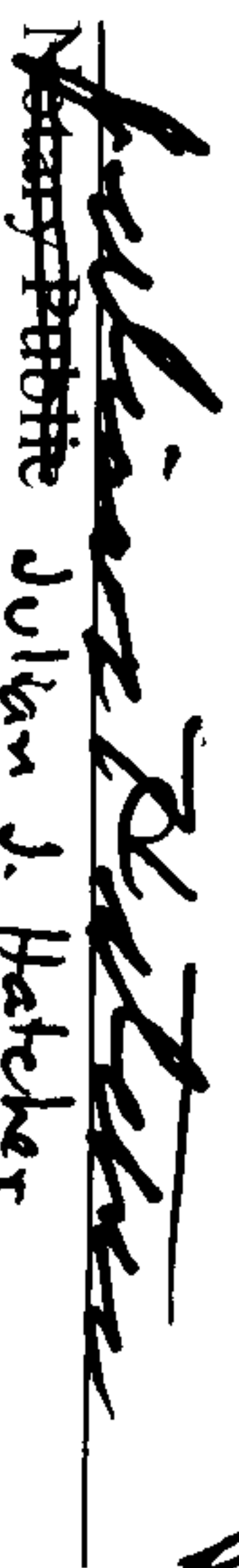

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And the GRANTOR does for the GRANTOR and for the GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and the GRANTEE'S successors and assigns, that the GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that the GRANTOR has a good right to sell and convey the same as aforesaid; that the GRANTOR will and the GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and the GRANTEE'S


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successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has hereunto set the GRANTOR'S hand and seal, this 6 day of OCTOBER, 2011.


~~Notary Public~~ Julian J. Hatcher 

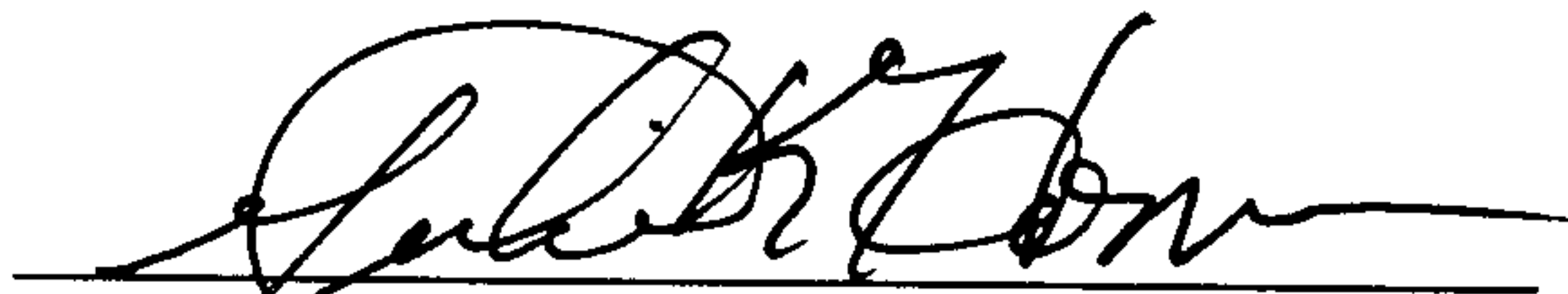
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STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julian J. Hatcher, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of OCTOBER, 2011.



Notary Public

MY COMMISSION EXPIRES SEPT. 28, 2013

