

This instrument was prepared by:

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

Grantee's address:
P.O. Box 1910
Columbiana, AL 35051

WARRANTY DEED FOR EASEMENTS ONLY

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One and no/100 DOLLARS (\$1.00) and other good and valuable consideration to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned Hammett Lilly, unmarried (herein referred to as GRANTOR) does grant, bargain, sell and convey unto the County Board of Education of Shelby County, Alabama (herein referred to as GRANTEE) the following described **easements only**, over and across the following described real estate situated in Shelby County, Alabama to-wit:

A parcel of land situated in the NW¹/₄ of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: the North 15 feet of Lot 1 in Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41.

Also, a parcel of land situated in the NW¹/₄ of Section 4, Township 24 North, Range 12 East, Shelby County, Alabama, being more particularly described as follows: the North 15 feet of an unimproved alley lying between Waller Street and Samford Street, running parallel to Waller Street and Samford Street in a North-South direction and situated South of a vacated portion of Quarles Street, being situated in Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41; also the vacated portion of Quarles Street running along the north line of Block M of the Survey of South Montevallo, which said map was filed for record in the office of the Judge of Probate of Shelby County, Alabama, on April 2, 1900, and is there recorded in Map Book 3, Page 41.

GRANTOR is the surviving grantee in a deed recorded in Deed Book 303, page 446, in the Probate Office of Shelby County, Alabama, the other grantee, Vaida Lilly, having died on or about September 23, 1994.

The easements conveyed herein are described as follows:

Temporary Construction Easement:

A temporary construction easement and right of ingress and egress to and from, also over and



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across, the above described property for the purpose of constructing, improving, maintaining and repairing Grantee's property adjacent to the north of the above described property. This temporary easement includes the right to cut and clear all bushes, undergrowth and other obstructions from said easement if deemed reasonably necessary for the avoidance of interference with the use of said easement or to avoid danger in and about the use of said easement. Grantee shall have free access, ingress and egress to and from said easement over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no structures on the easement do any act or thing which would in any way interfere with or restrict the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed. Grantee shall also have the right to temporarily park vehicles and equipment on said easement and to temporarily place dirt and materials on said easement 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. This temporary construction easement shall expire one year from the date of this instrument or upon completion of Grantee's project, whichever shall later occur.

Permanent Maintenance Easement:

A permanent easement and right of ingress and egress to and from, also over and across the above described property from time to time in the future for use in conjunction with improving, maintaining and repairing Grantee's property adjacent to the north of the above described property. This permanent easement includes the right to cut and clear all bushes, undergrowth and other obstructions from said easement when deemed reasonably necessary for the avoidance of interference with the use of said easement or to avoid danger in and about the use of said easement. Grantee shall have free access, ingress and egress to and from said easement over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no structures on the easement do any act or thing which would in any way interfere with the right of the Grantee to enter upon said land when needed for the purposes heretofore expressed. Grantee shall also have the right to temporarily park vehicles and equipment on said easement and to temporarily place dirt and materials on said easement 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.

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

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

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this

13th day of February, 2014.

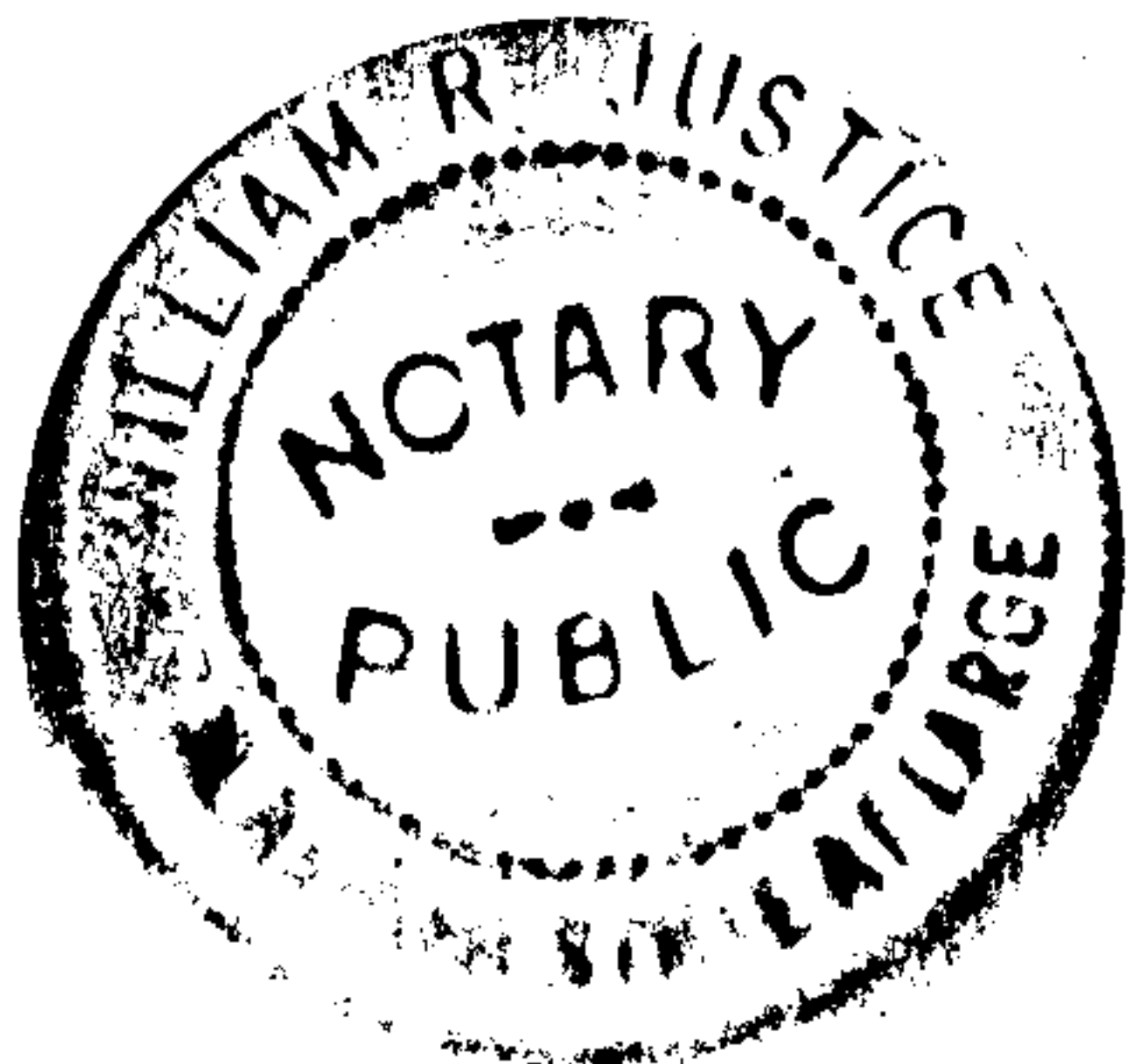
Hammett Lilly
Hammett Lilly

STATE OF ALABAMA
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hammett Lilly, 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 13th day of February, 2014.



William R. Justice
Notary Public

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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 City of Montevallo
Mailing Address 545 Main St.
Montevallo, AL 35115

Grantee's Name Hammett Lilly
Mailing Address 145 Sanford St
Montevallo, AL 35115

Property Address 145 Sanford St.
Montevallo, AL 35115

Date of Sale 2-12-14
Total Purchase Price \$ _____
or
Actual Value \$ _____
or
Assessor's Market Value \$ 53,660

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

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 2-12-14

Print William R. Justice

☐ Unattested

Sign William R. Justice

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



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