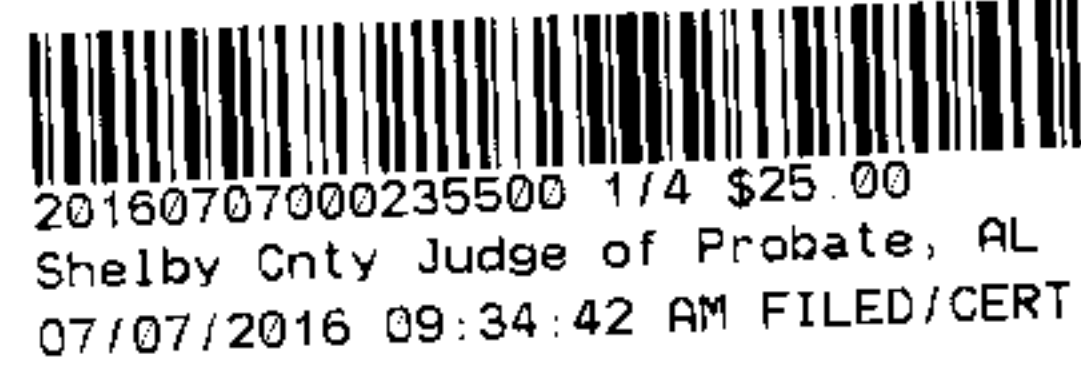


This instrument was prepared by:

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

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 Dana M. Serrano, unmarried (hereafter the GRANTOR), does hereby grant, bargain, and convey unto the Water Works and Sewer Board of the City of Montevallo (hereafter the GRANTEE), its agents, successors, and assigns a permanent easement and right 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 easement being located within the property of the undersigned GRANTOR as described parcel # 27-4-19-1-001-006.002 in the office of the Property Tax Commissioner of Shelby County, Alabama, and said easement being more particularly described as follows:

A twenty-foot wide easement across the land described as commencing at the NE corner of the NW ¼ of NE ¼ of Section 19, Township 22 South, Range 3 West, and go East along the North Boundary of Section 19 for 237.00 feet, to the West Boundary of Southern Railway's right of way, thence S 29 degrees, 41 minutes West along said right of way for 1061.11 feet to the Point of Beginning. Thence continue along this line for 455.18 feet to the center line of Davis Creek. Thence along this centerline N 42 degrees, 40 minutes West for 165.11 feet. Thence continue along this centerline N 15 degrees, 45 minutes West for 167.05 feet. Thence N 86 degrees 07 minutes West for 25.00 feet to the West Bank of Davis Creek. Thence N 23 degrees 17 minutes East for 127.80 feet. Thence N 34 degrees 58 minutes East for 80.27 feet. Thence N 23 degrees 17 minutes East for 42.30 feet. Thence South 64 degrees 54 minutes East for 311.95 feet to the Point of Beginning. Containing 2.95 acres more or less, situated in Shelby County, Alabama.

The location of the easement is depicted on Exhibit A attached hereto.

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.

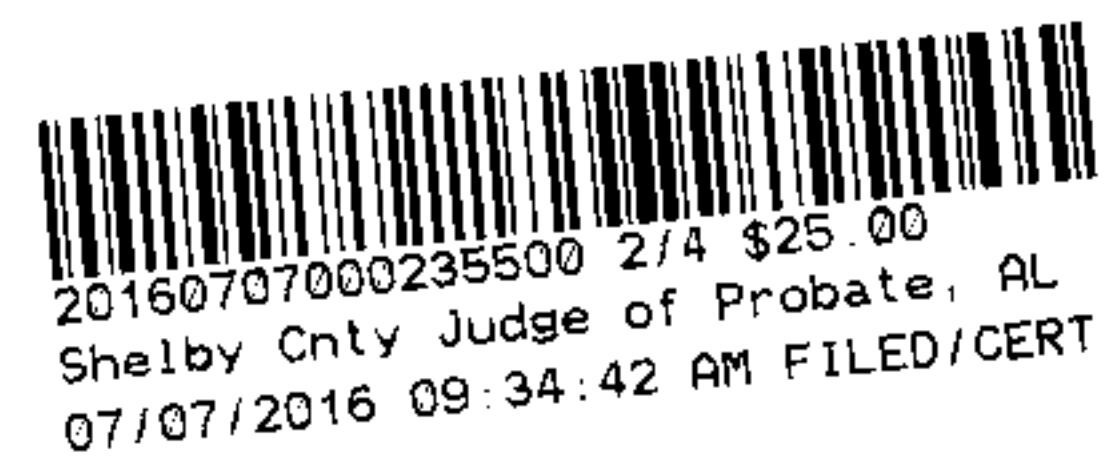
The GRANTEE shall have free access, ingress and egress to and from said land over and across adjacent lands of the GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing 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 successors and assigns forever, against the lawful claims of all persons.

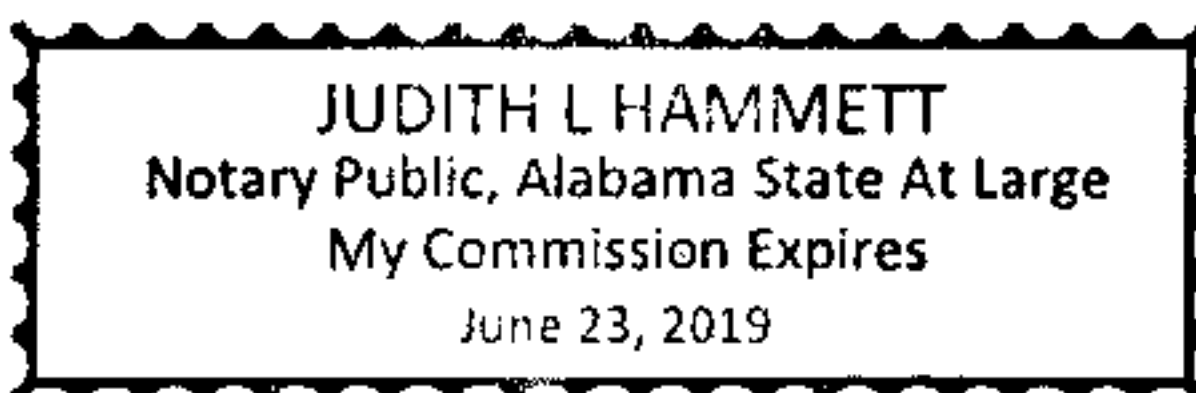
IN WITNESS WHEREOF, the GRANTOR has hereunto set the GRANTOR'S hand and seal, this 13th day of may, 2016.

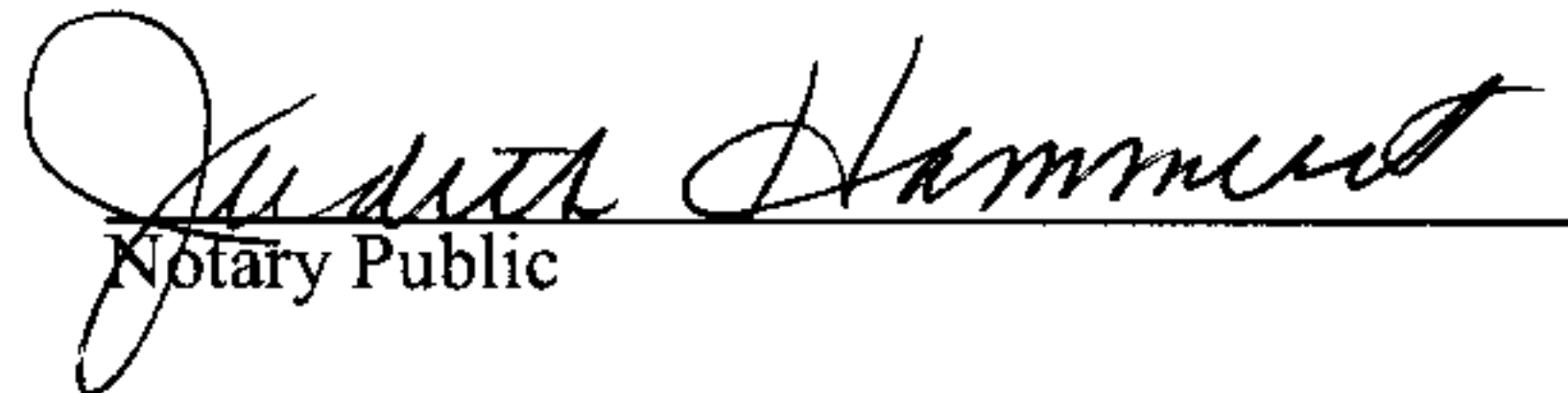

Dana M. Serrano

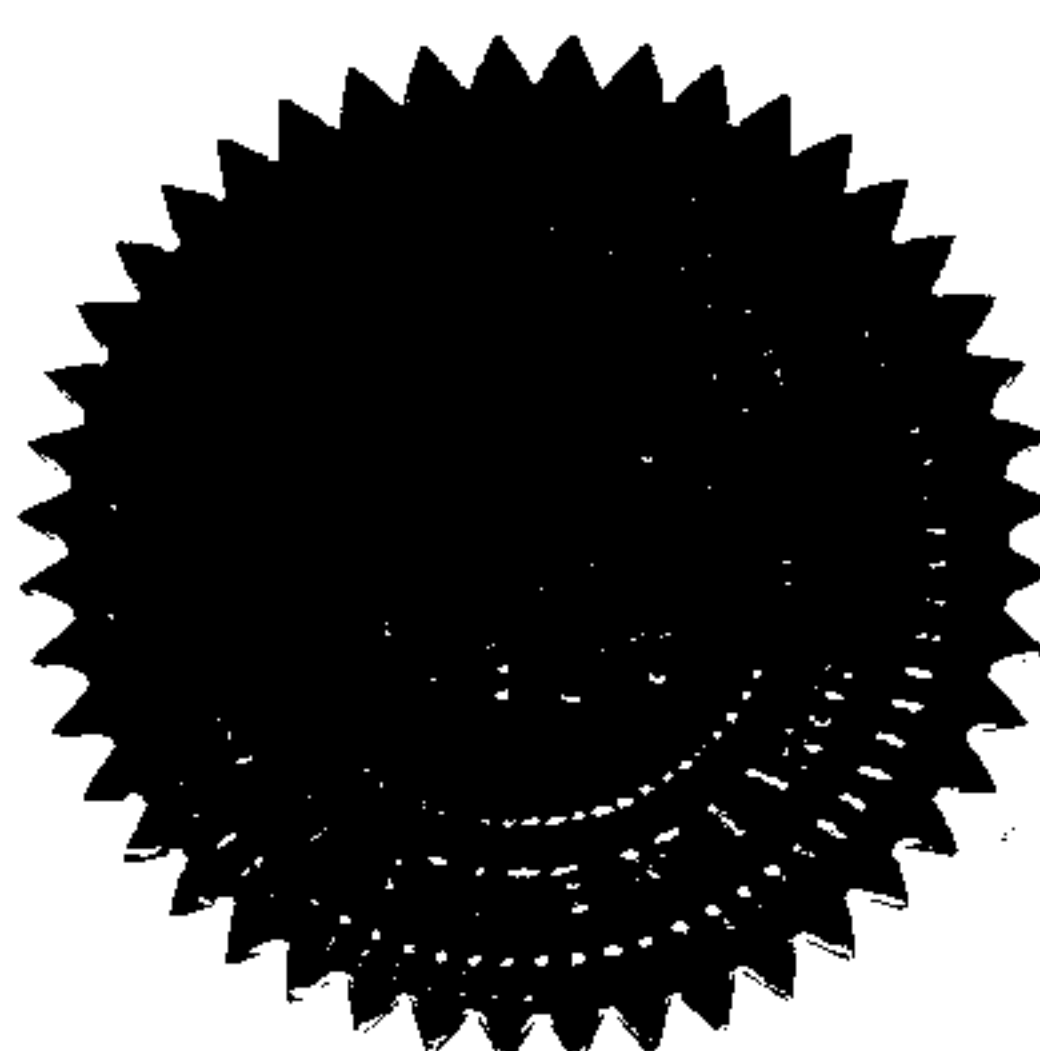
STATE OF ALABAMA
SHELBY COUNTY


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dana M. Serrano, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of may, 2016.




Notary Public




20160707000235500 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
07/07/2016 09:34:42 AM FILED/CERT