



20220222000076020 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
02/22/2022 04:21:01 PM FILED/CERT

PERMANENT EASEMENT DEED

PID 08 5 21 0 001 031.003

STATE OF ALABAMA)
SHELBY COUNTY)

**DENISE D. WIGGINS TRUSTEE OF THE
WILMER JOE DOWNS FAMILY TRUST**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **(\$1,000.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantor(s)), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances. Said strip of land being located within the property of the undersigned Grantor(s) as described in **Instrument No. 2011 1116000347050 (specifically the 2.58 acre "Out Parcel" fronting Shelby County Road #51)**, in the Office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A strip of land 10 feet in width which lies within the SW 1/4 of the SW 1/4 of Section 21, Township 19 South, Range 1 East, and situated in Shelby County, Alabama, being more particularly described as follows;

Lying West of, also parallel and adjacent to the West side of the Shelby County Road #51 Shelby County, Alabama. The said 15 Foot strip contains 0.04 acres more or less. with the approximate alignment and orientation shown on the attached Exhibit A.

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 of land.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) 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(s) 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



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grass mixture for the season shall be applied.

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. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement. The undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will by a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 22 day of FEB, 2022

By:

Denise D. Wiggins

**DENISE D. WIGGINS TRUSTEE OF THE
WILMER JOE DOWNS FAMILY TRUST**

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Denise D. Wiggins Trustee of the Wilmer Joe Downs Family Trust whose name is signed to the foregoing certificate as DENISE WIGGINS, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

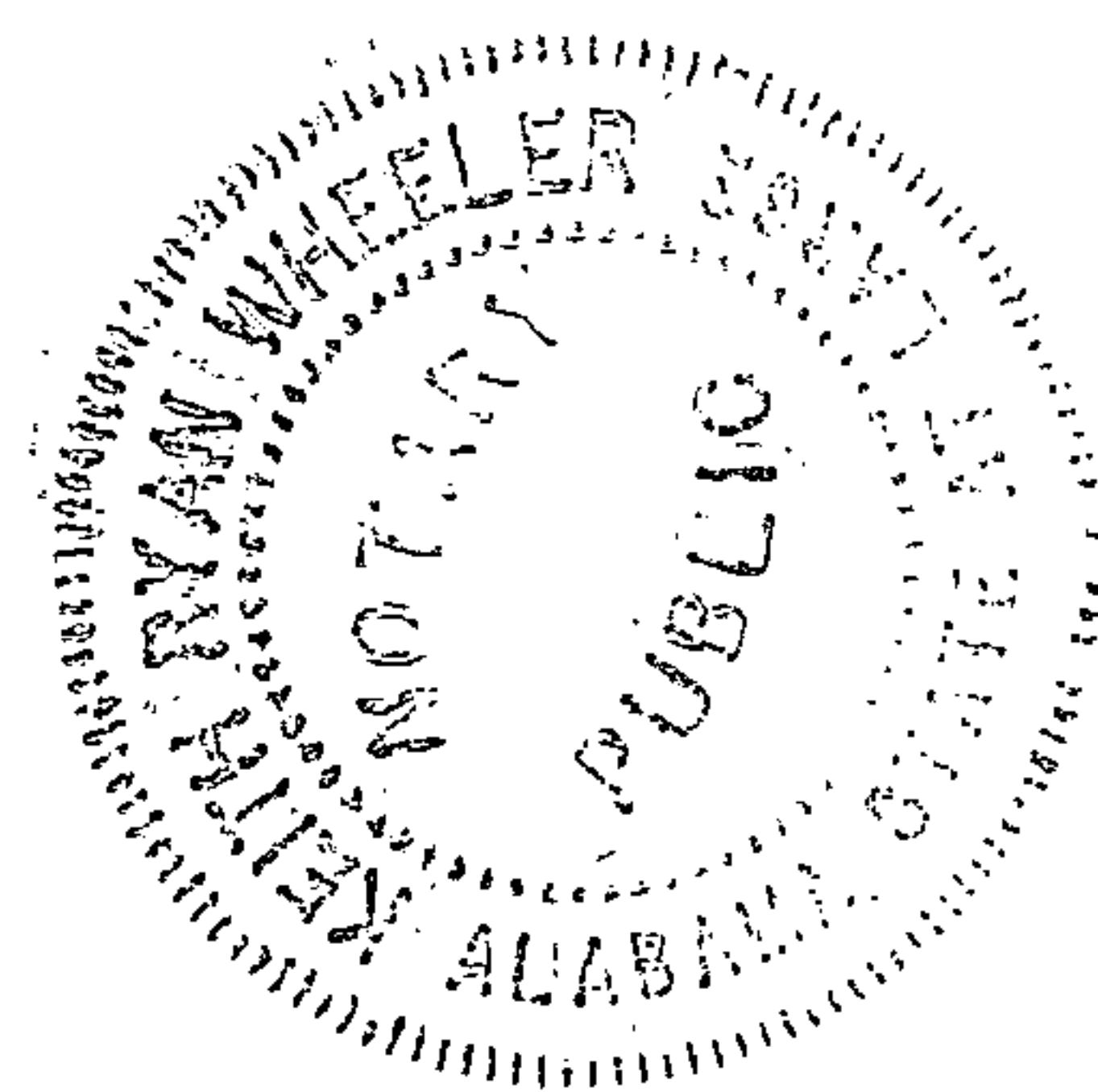
Given under my hand and seal this the 22 day of FEB, 2022

Keith Wheeler

Notary Public for the State of Alabama

My commission expires October 6th, 2025

My Commission Expires October 6th, 2025



08 5 21 0 001 031.002
SAMPSELL FARMS LLC
MICHAEL SAMPSELL

08 5 21 0 001 031.003
GST EXEMPT SHARE OF THE FAMILY TRUST W/W
DENISE & RANDY WIGGINS

CONTACT RANDY WIGGINS @
205-678-9475 PRIOR TO ANY
WORK THIS AREA.

SCALE: 1" = 60'

0.04 ACRE EASEMENT

APPROXIMATE WATER
LINE ROUTE

164.00' +/-

PROPOSED
PERMANENT
EASEMENT

12'± TALL
BANK

NO TRESS SHALL BE REMOVED

DECORATIVE FENCE

RECONNECT EXISTING
WATER SERVICE

NEATLY SAW-CUT DRIVE 5' EACH
SIDE OF CENTER LINE OF NEW
PIPE. RE-PAVE TO THE SAME
OR BETTER QUALITY THAN
EXISTING.

18" CMP
CULVERT

5'± TALL
BANK

COUNTY ROAD 51

ROW

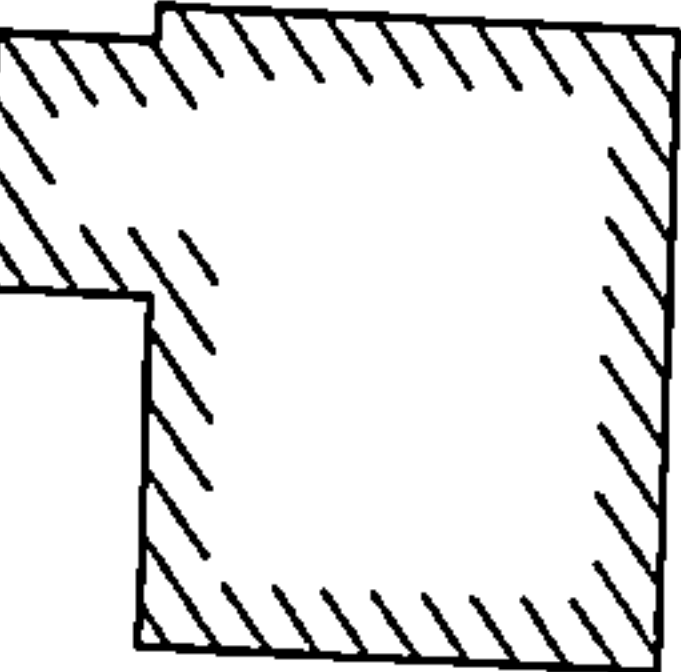
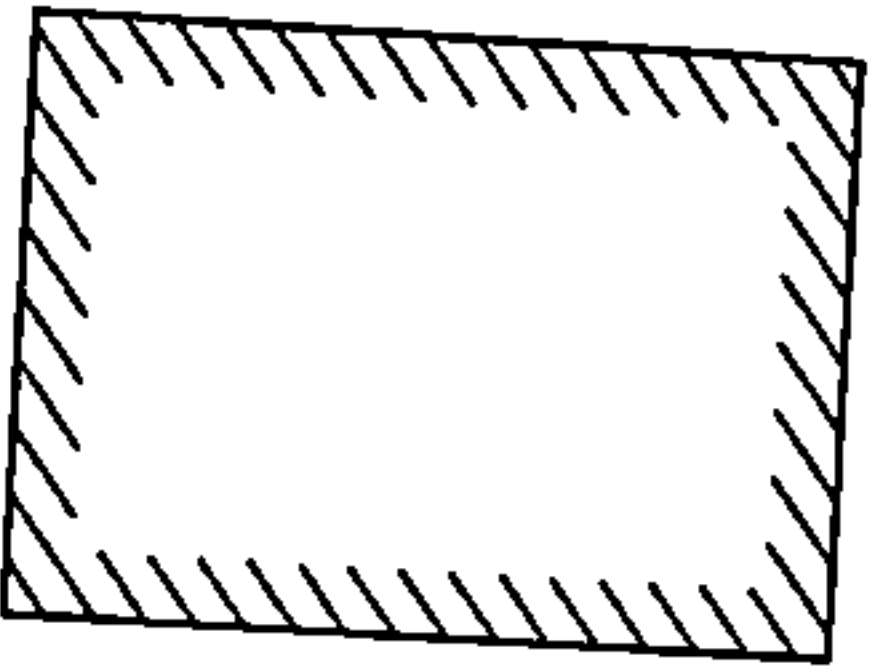
EWM

2" PVC

40'

11'± TALL
BANK

ROW



PARCEL ID #
OWNERS

NOTE: EASEMENT ACREAGE (ACREAGE SHOWN ARE
APPROXIMATE & BASED ON TAX PLAT DATA):

08 5 21 0 001 031.003
GST EXEMPT SHARE OF THE FAMILY TRUST W/W
DENISE & RANDY WIGGINS

0.04 ac.

SHELBY COUNTY COMMISSION
WATER LINE ALONG COUNTY ROAD #51

EXHIBIT "A"
FEBRUARY 21, 2022



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