

8500 APC



20081105000427690 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
11/05/2008 08:42:29AM FILED/CERT

This instrument was prepared by:

Grantee's address:
545 Main Street
Montevallo, AL 35115

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

GRANT OF EASEMENT

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One and no/100 DOLLARS (\$1.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, and in further consideration of the benefits to be obtained by GRANTOR from the improvements to be made by the GRANTEE, the undersigned University Investments, LLC, an Alabama limited liability company (herein referred to as GRANTOR, whether one or more) does grant, bargain, sell and convey unto the City of Montevallo, Alabama (herein referred to as GRANTEE, whether one or more) an exclusive easement for the following described purposes on, over, and under that portion of the following described real estate owned by GRANTOR, which real estate is situated in Shelby County, Alabama, to-wit:

A parcel of real estate lying in the SW 1/4 of Section 21, Township 22 South, Range 3 West, City of Montevallo, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 1/4" rebar found in place on the Southeast right-of-way line of Valley Street, being N 52° 11' 31" E a distance of 79.36 feet from the intersection of said Southeast right-of-way line and the Northwest right-of-way line of Shelby Street; thence run N 52° 11' 31" E along said right-of-way line for a distance of 117.31 feet to the Point of Beginning; thence continue N 52° 11' 31" E for a distance of 27.33 feet to a point; thence S 37° 48' 29" E for a distance of 145.60 feet to a point; thence N 51° 49' 21" E for a distance of 29.43 feet to a point; thence S 37° 51' 55" E for a distance of 59.91 feet to a point; thence S 52° 08' 05" W for a distance of 92.79 feet to a point; thence N 37° 50' 27" W for a distance of 19.97 feet to a point; thence S 52° 09' 33" W for a distance of 25.78 feet to a point; thence S 37° 50' 27" E for a distance of 34.94 feet to a point; thence S 52° 09' 33" W for a distance of 30.78 feet to a point; thence N 37° 50' 27" W for a distance of 25.08 feet to a point; thence S 52° 09' 33" W for a distance of 26.45 feet to a point; thence S 37° 50' 27" E for a distance of 25.08 feet to a point; thence S 52° 09' 33" W for a distance of 22.56 feet to a point; thence N 37° 50' 27" W for a distance of 15.26 feet to a point; thence S 52° 09' 33" W for a distance of 54.12 feet to a point on the Northeast right-of-way line of Shelby Street; thence N 37° 48' 29" W along said right-of-way line for a distance of 55.20 feet to a point; thence S 52° 11' 31" W for a distance of 4.00 feet to a point; thence N 36° 39' 44" W for a distance of 26.47 feet to a point; thence N 51° 44' 23" E for a distance of 160.65 feet to a point; thence N 38° 13' 58" W for a distance of 69.82 feet to a point; thence N 51° 58' 58" E for a distance of 39.21

feet to a point; thence N 38° 01' 02" W for a distance of 52.31 feet to the Point of Beginning. Said above described real estate contains 0.60 acres, more or less.

A plat of said real estate is attached hereto as Exhibit A.

The easement granted herein is given to GRANTOR in conjunction with a project known as the Merchants' Alley, in order to beautify and improve the above described real estate, revitalize the downtown, and provide an area in downtown Montevallo for the general public to use as a walkway and park. In furtherance of the Merchants' Alley project, the easement granted herein is for the following described purposes: pedestrian and vehicular ingress and egress; installation and maintenance of utilities and drainage facilities (not including maintenance of existing utilities); construction and maintenance of parking spaces and paving; planting and maintenance of trees, shrubs, flowers, and landscaping, and installation and maintenance of sprinkler systems; installation and maintenance of pedestrian walkways, benches, lights, and similar fixtures; and any other use, fixture or appliance related to such purposes in order for GRANTOR to construct, repair, and maintain, and for GRANTOR and the general public to utilize, the Merchants' Alley project.

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

And GRANTOR does for GRANTOR and for GRANTOR'S successors and assigns 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 successors and assigns 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, by its manager, Jamie Higdon, who is authorized to execute this conveyance, has hereto set its signature and seal, this 24 day of Sept., 2008.

University Investments, LLC

by Jamie Higdon
Jamie Higdon as its manager

STATE OF ALABAMA
COUNTY OF Shelby

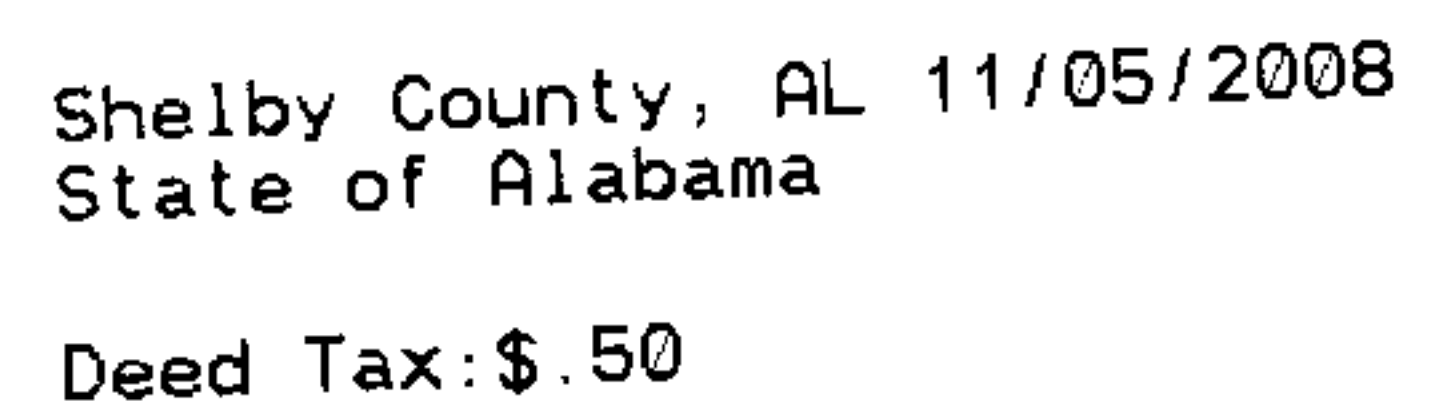
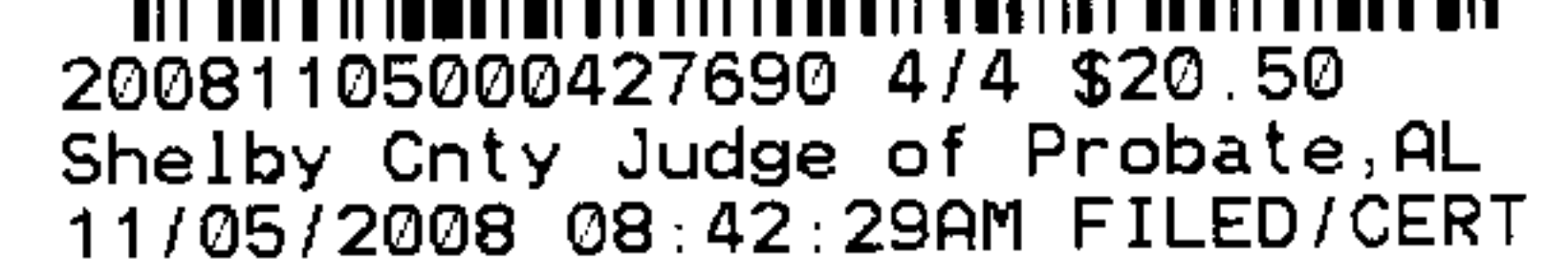
Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jamie Higdon, whose name as manager of University Investments, LLC, an Alabama limited liability company, 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 as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 24 day of September, 2008.

Wendy L. Bates
Notary Public

MY COMMISSION EXPIRES 10/31/2011

[illegible]

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

An assessment lying in the SW 1/4 of Section 21, Township 22 South, Range 3 West, City of Montevideo, Stearns County, Minnesota and being more particularly described as follows:

[illegible]

SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

TYPE OF SURVEY		EASEMENT	
CLIENT CITY OF MONTEVALLO			
545 MAIN STREET			
MONTEVALLO, ALABAMA 35115			
APPROVED WHS	DESIGNED N/A	DRAWN BC	CHECKED AAK
DATE 08/26/08		SCALE 1" = 40'	PROJECT NO. 07-09
		SHEET	1 OF 1

REVISIONS			
NO.	DESCRIPTION	DATE	REV. BY
1	REVISE EASEMENT	06/26/08	DEM W.