

PERMANENT EASEMENT DEED

20110112000010600 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
01/12/2011 08:41:13 AM FILED/CERT

Easement Name CHELSEA CROSSROADS

PID 58 09 7 26 0 001 038.000

**STATE OF ALABAMA)
SHELBY COUNTY)**

CHELSEA-SELIG, LLC

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), 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 and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in **Instrument No2009216000461150**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

EASEMENT ONE

That fifteen (15) foot wide water easement established, located, platted and recorded with ten feet being along the rear (North line) of LOTS 5, 6, and 7 and five feet being along the front (South Line) of LOT 2, of the map or plat of CHELSEA CROSSROADS as recorded in Plat Book 41, Page 109 A & B in the Office of the Judge of Probate of Shelby County, Alabama.

EASEMENT TWO

A five (5) foot wide water easement established herein South of and adjacent to that fifteen (15) foot wide easement shown near the Northeasterly corner of LOT 1, of the map or plat of CHELSEA CROSSROADS as recorded in Plat Book 41, Page 109 A & B in the Office of the Judge of Probate of Shelby County, Alabama; being more particularly described as follows:

Commence at the Northeast Corner of LOT 1, of the map or plat of CHELSEA CROSSROADS as recorded in Plat Book 41, Page 109 A & B in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the East line of LOT 1 a distance of **101.16 feet** to the South line of the aforementioned fifteen foot wide easement; thence continue Southeasterly along the East line of LOT 1 a distance of **5.00 feet** to the South line of the herein described easement; thence turn a deflection angle right of **90°00'00"** and run southwesterly, parallel to and five feet South of the aforementioned existing fifteen foot wide easement, for a distance of **57 feet, more or less** to the East side of a 25.00 foot wide existing easement and the **Point of Termination** of the South line of the herein described easement.

It is the intent of this description to extend or truncate the side lines of the fifteen foot wide easement herein described such that the easement is contiguous and continuous with the existing easements and property lines described.

EASEMENT THREE

A fifteen (15) foot wide water line easement established herein, being 7.5 feet on either side of a centerline, and lying in the South ½ of the Northeast ¼ of Section 26, Township 19 South, Range 1 West, City of Chelsea, Shelby County, Alabama and the centerline being more particularly described as follows:

Commence at the Southeast corner of Lot 5 of CHELSEA CROSSROADS as recorded in Map Book 49, Page 109 A & B in the Office of the Judge of Probate of Shelby County, Alabama and thence run northerly along the east line of said Lot 5 for a distance of **194.65** feet, said point being 2.45 feet from the northeast corner of said Lot 5; thence turn a deflection angle left of

90°00'28" and run westerly for a distance of **375.94** feet; thence turn a deflection angle left of **50°08'47"** and run southwesterly for a distance of **9.77** feet to the south line of an existing 15' wide water line easement as shown on said CHELSEA CROSSROADS and to the **Point of Beginning** of said easement centerline; thence continue along the last described course for a distance of **9.90** feet to the southerly line of Lot 2 of said CHELSEA CROSSROADS, said easement centerline to be extended or subtended at the southerly lot line of said Lot 2.

It is the intent of this description to extend or truncate the side lines of the fifteen foot wide easement herein described such that the easement is contiguous and continuous with the existing easements and property lines described.

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 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 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 hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and 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 6th day of January, 20 11.

CHELSEA-SELIG, LLC
BY: SELIG ENTERPRISES, INC., its sole
managing partner

By: Bonnie Dean, Vice President

By: Bonnie Dean
Authorized Representative

WITNESSES:

Kendra S. Muñoz

Kendra S. Muñoz

S. Kevin Curry

S. KEVIN CURRY

STATE OF Georgia
Fulton COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Bonnie Dean whose name is signed to the foregoing certificate
as Bonnie Dean, 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 6 day of January, 2011
Elizabeth D Wolfe
Notary Public for the State of Georgia
My commission expires 2/14/14

