


NON-EXCLUSIVE PERMANENT EASEMENT


20110112000010610 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
01/12/2011 08:41:14 AM FILED/CERT

Easement Name CHELSEA CROSSROADS

PID 58 09 7 26 0 001 038.000

**STATE OF ALABAMA)
SHELBY COUNTY)**

280 PROPERTIES, 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, **280 Properties LLC, a limited liability company**, the undersigned (Grantors), does hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a non exclusive 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 No. 20100105000002700**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

EASEMENT ONE

That twenty (20) foot wide water easement and its flairs established, located, platted and recorded being along the Westerly line of LOT 8, 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.

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 for the purposes herein mentioned, and except Grantor's right to construct improvements such as curbing, landscaping and paving for parking, the Grantor(s) shall erect no structures on the portion of the land above described within the width of said twenty (20) foot easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future or possible risk 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 the Grantee will diligently pursue any construction and timely

complete and replace improvements and the disturbed area 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.

Grantor and its assignees shall have the right to access the water lines or other utility within the herein described easement for the purposes of developing its adjoining property subject to and in accordance with the standard rules and procedures of the Grantee at the time said access is desired. Furthermore, access shall be subject to review and approval by Grantee of construction details and Grantor and its assigns shall pay all customary and usual fees and charges of the Grantee in affect at the time said access is desired.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 7th day of January, 2011.

280 Properties LLC, a limited liability company

By: Courtney H. Mason member

By: Authorized Representative STEVE ISSIS, member

WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Courtney H. Mason (ONLY) whose name is signed to the foregoing certificate as A member of 280 Properties, LLC, 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 7th day of JANUARY, 2011

Debra P. Leonard
Notary Public for the State of Alabama
My commission expires 3-13-12

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Steve ISSIS whose name is signed to the foregoing certificate
as _____, 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 7th day of January, 2011

Maureen Palmer

Notary Public for the State of Alabama

My commission expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Sep 27, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS