


THIS INSTRUMENT PREPARED BY:

Wallace, Ellis, Fowler, Head & Justice
Attorneys at Law
P. O. Box 587
Columbiana, AL 35051



20120110000013510 1/3 \$19.00
Shelby Cnty Judge of Probate, AL
01/10/2012 03:28:26 PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

PERMANENT EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of **Ten and no/100 Dollars (\$10.00)**, and other good and valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, I, **Margaret Dennis Hampton**, a married woman, (hereinafter referred as Grantor), do hereby grant, bargain, and convey unto the **City of Pelham, Alabama**, a municipal corporation (hereinafter referred to as Grantee), its agents, successors, and assigns, a permanent and perpetual easement and right-of-way to, from, and over the parcel of land hereinafter described for the purpose of constructing, operating, maintaining, and repairing water mains, pipes, water meters, with appurtenances, the installation of other utilities at the sole discretion of Grantee, and for public highway purposes, and the construction, use, and maintenance of improvements and widening of the State Park Road, which said land is more particularly described as follows:

Right-of-way Flare at the Southeast corner of the intersection of County roads 35 and 33 situated in Section 7, Township 20 South, Range 2 West, in Pelham, Shelby County, Alabama and more particularly described as follows:

Commence at the intersection of the centerlines of the County Roads 35 and 33, this point being the North end of county Road 33; thence, go south along the centerline of county Road 35 for a distance of 100 feet; thence, turn 90 degrees left and run 40 feet to the east right-of-way line of County Road 35 being the Point of Beginning of the Right-of-Way Flare; thence, turn 90 degrees left and run 60 feet in a northerly direction along the present right-of-way line; Sthence, turn 90 degrees right and run 60 feet in an easterly direction along the present right-of-way line of County Road 35; thence, turn 315 degrees right and run 84.85 feet in a southwesterly direction to the Point of Beginning of the County Road Right-of-Way Flare, containing 1800 square feet, more or less.

The above described property constitutes no part of the homestead of Grantor.

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purposes, 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.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of 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, utilities, drainage facilities, 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, appurtenances, drainage, and utilities therein and thereon .

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 easements 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 covenants that she has good and merchantable title to said property and good right to convey this easement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6 day of January, 2012.

Margaret Dennis Hampton
Margaret Dennis Hampton

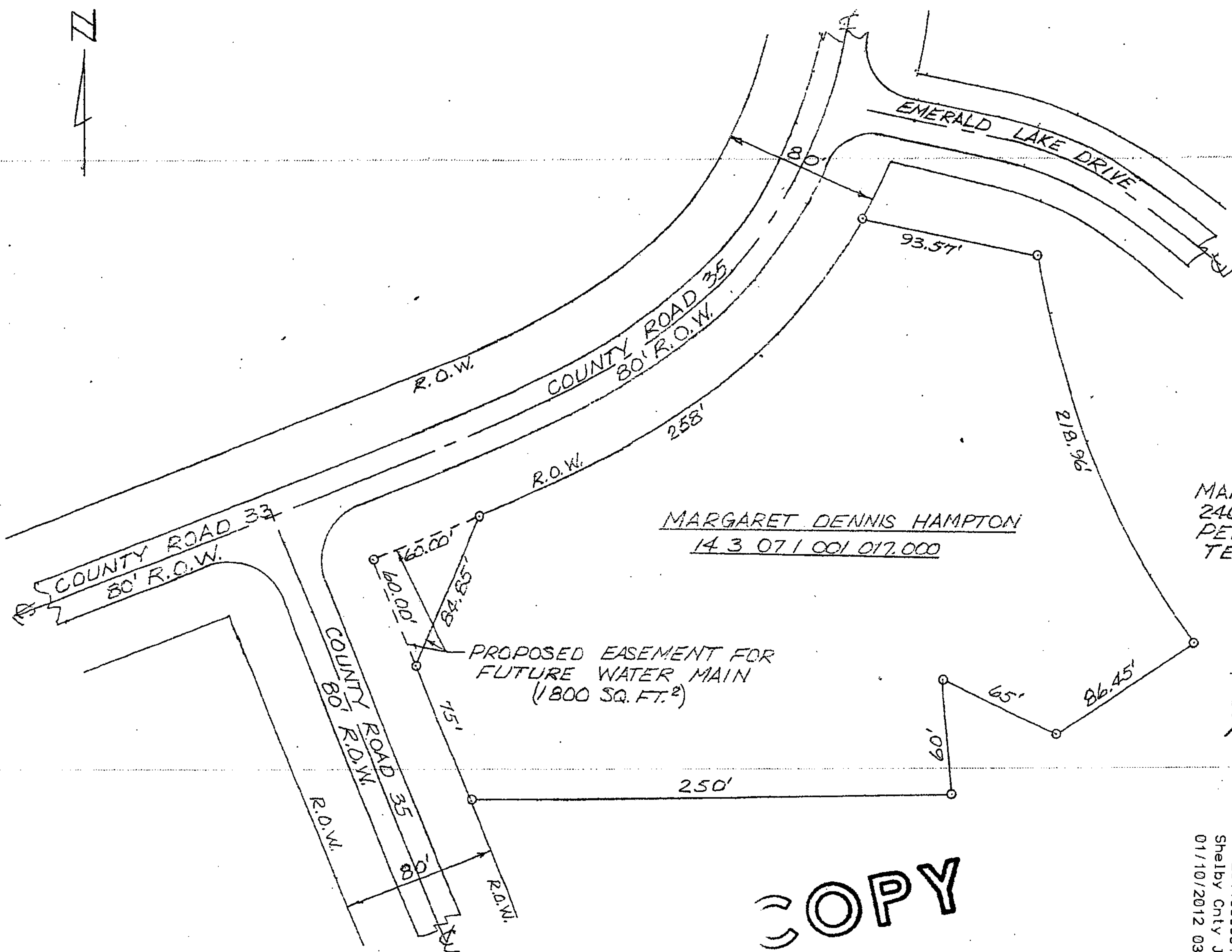
STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said state-at-large, do hereby certify that **Margaret Dennis Hampton**, an ___ married woman, whose name is signed to the foregoing conveyance as Grantor, and who is known to me, acknowledged before me on this day, that, being duly informed of the contents of the conveyance, she executed the same voluntarily as such individual with full authority on the day the same bears date.

Given under my hand and official seal this 6 day of January, 2012.

[Signature]
Notary Public

MY COMMISSION EXPIRES OCTOBER 30, 2012



MARGARET DENNIS HAMPTON
 14 3 07 1 001 017.000

PROPERTY OWNER
 MARGARET D. HAMPTON
 2400 HWY. 33
 PELHAM, ALABAMA 35124
 TEL: (205) 663-0141

PREPARED FOR
 CITY OF PELHAM
 WATER DEPARTMENT
 ATTN: EDDY JOWERS
 TEL: (205) 620-6420

COPY

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Walter W Wickstrom Jr PELS:
 1657 Wingfield Dr
 Birmingham, AL 35242-5849
 TEL: (205) 369-6113
 DATE: 6-17-11
 SCALE: 1"=50'
 DRAWN BY: W.W.