

PERMANENT EASEMENT DEED

20130626000262130 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/26/2013 02:46:42 PM FILED/CERT

\$ 500

STATE OF ALABAMA)
SHELBY COUNTY)

[GRANTOR]

PID #:

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 Morrow Greystone, LLC (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 and/or sanitary sewer 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 Number:20070116000023480] or [Deed Book _____ Page Number _____], in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

Commence at the Northeast corner of the Southwest ¼ of the Northeast ¼ of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama; thence run S 63°46'50" E a distance of 420.57 feet (S 63°30' 57" E, 420.56 feet-Deed) to the westerly right-of way of Alabama Highway No. 119 (Cahaba Valley Road); thence run S 25°06'07" W along said westerly right-of-way a distance of 336.61 feet to the Point of Beginning of the centerline of a 15 feet wide easement lying 7.50 feet to each side of the following described centerline; thence run N 63° 13' 58" W along said centerline a distance of 26.07 feet; thence run N 18° 39' 41" W along said centerline a distance of 15.00 feet; thence run N 63° 39' 41" W along said centerline a distance of 132.38 feet; thence run N 56° 03' 29" W along said centerline a distance of 4.56 feet; thence run N 64° 39' 09" W along said centerline a distance of 147.02 feet; thence run S 70° 20' 51" W along said centerline a distance of 13.95 feet; thence run N 88° 06' 06" W along said centerline a distance of 39.38 feet; thence run N 52° 57' 22" W along said centerline a distance of 10.02 feet; thence run N 43° 17' 30" W along said centerline a distance of 28.10 feet; thence run N 04° 44' 29" W along said centerline a distance of 23.64 feet to the end of said easement.

The approximate alignment and orientation of easement is as 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 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 and/or sanitary sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 26th day of June, 20 13.

Morrow-Greystone, LLC

By: Greystone Management Corporation Inc. its manager.

By: _____

Ingram D. Tynes-Director of Greystone Management Corporation, Inc.

STATE OF Alabama
Shelby COUNTY

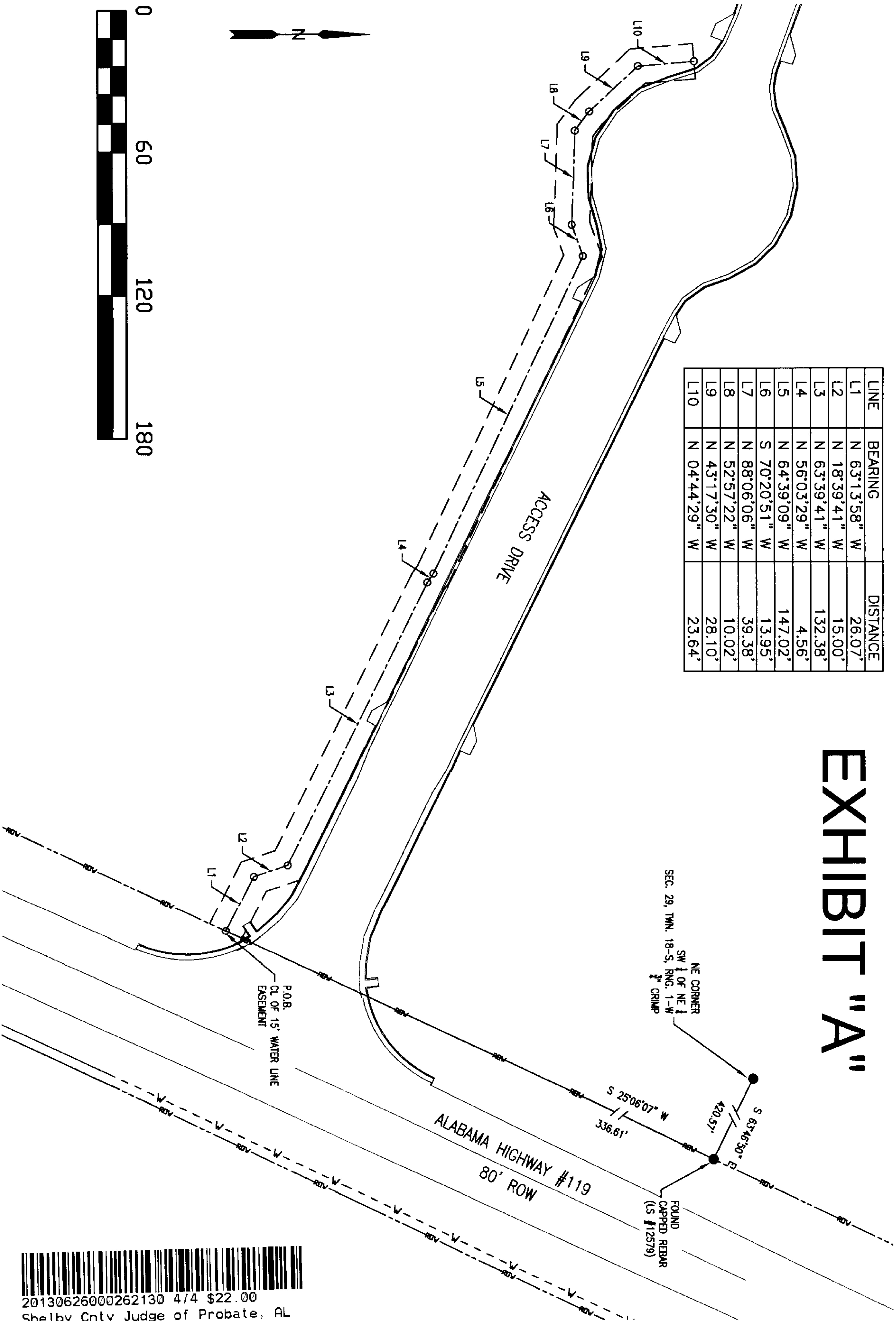
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Ingram D. Tynes, an Authorized Representative of Greystone Management Corporation, Inc., manager of Marlow Greystone LLC whose name is signed to the foregoing certificate as Grantor, and who is known to me, 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 26th day of June, 20 13.

Amy Renee' Mialum
Notary Public for the State of Alabama
My commission expires 7/1/2015

EXHIBIT "A"

LINE	BEARING	DISTANCE
L1	N 63°13'58" W	26.07'
L2	N 18°39'41" W	15.00'
L3	N 63°39'41" W	132.38'
L4	N 56°03'29" W	4.56'
L5	N 64°39'09" W	147.02'
L6	S 70°20'51" W	13.95'
L7	N 88°06'06" W	39.38'
L8	N 52°57'22" W	10.02'
L9	N 43°17'30" W	28.10'
L10	N 04°44'29" W	23.64'



20130626000262130 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/26/2013 02:46:42 PM FILED/CERT

EEFS

Engineering, Environmental & Forestry Services Company

Civil & Structural Engineering / Land Surveying
1930 2nd Avenue North, Suite 150 (P.O. Box 982)
Bessemer, Alabama - 35020
p. 205.424.3737 / f. 205.424.3730 / www.eefs-eng.com
© copyright 2012



NO.	DATE	REVISION

PROJECT NAME:
OAKS AT GREYSTONE
WATER LINE
EASEMENT

SHELBY COUNTY, ALABAMA

DRAWING NUMBER

1

SHEET NUMBER
1 OF 1

SHEET TITLE
2013-06-25

PROJECT NUMBER
1661-13

DRAWN BY: GVS

SGG

DATE:

SCALE
1 INCH = 60 FT

06-25-2013

DISCLAIMER: E.E.F.S. COMPANY P.C. CLAIMS PROPRIETARY RIGHTS IN THE INFORMATION DISCLOSED ON THIS DRAWING OR DOCUMENT. IT IS NOT TO BE REPRODUCED OR USED TO MANUFACTURE ANYTHING SHOWN HEREON WITHOUT THE WRITTEN PERMISSION OF E.E.F.S. COMPANY P.C. IT IS LOANED CONFIDENTIALLY AND MUST NOT BE USED IN ANYWAY DETRIMENTAL TO OUR INTEREST.