

TEMPORARY EASEMENT DEED

500
20131223000487910 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
12/23/2013 09:12:09 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

**[GREYSTONE APARTMENTS
LLC /**
PID #:03-9-29-0-001-003.003

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by SouthWest Water Company, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the SouthWest Water Company (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, and 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: 20120608000203310 recorded on June 8, 2012 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 114 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 310.37 feet to the Point of Beginning of the centerline of a 20 feet wide easement lying 10 feet to each side of the following described centerline; thence run N 64° 10' 45" W along said centerline a distance of 419.11 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 and adjacent lands 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.

This easement shall expire upon dedication of said land to public right of way.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 6TH day of December, 2013.

GRANTOR:
GREYSTONE APARTMENTS LLC

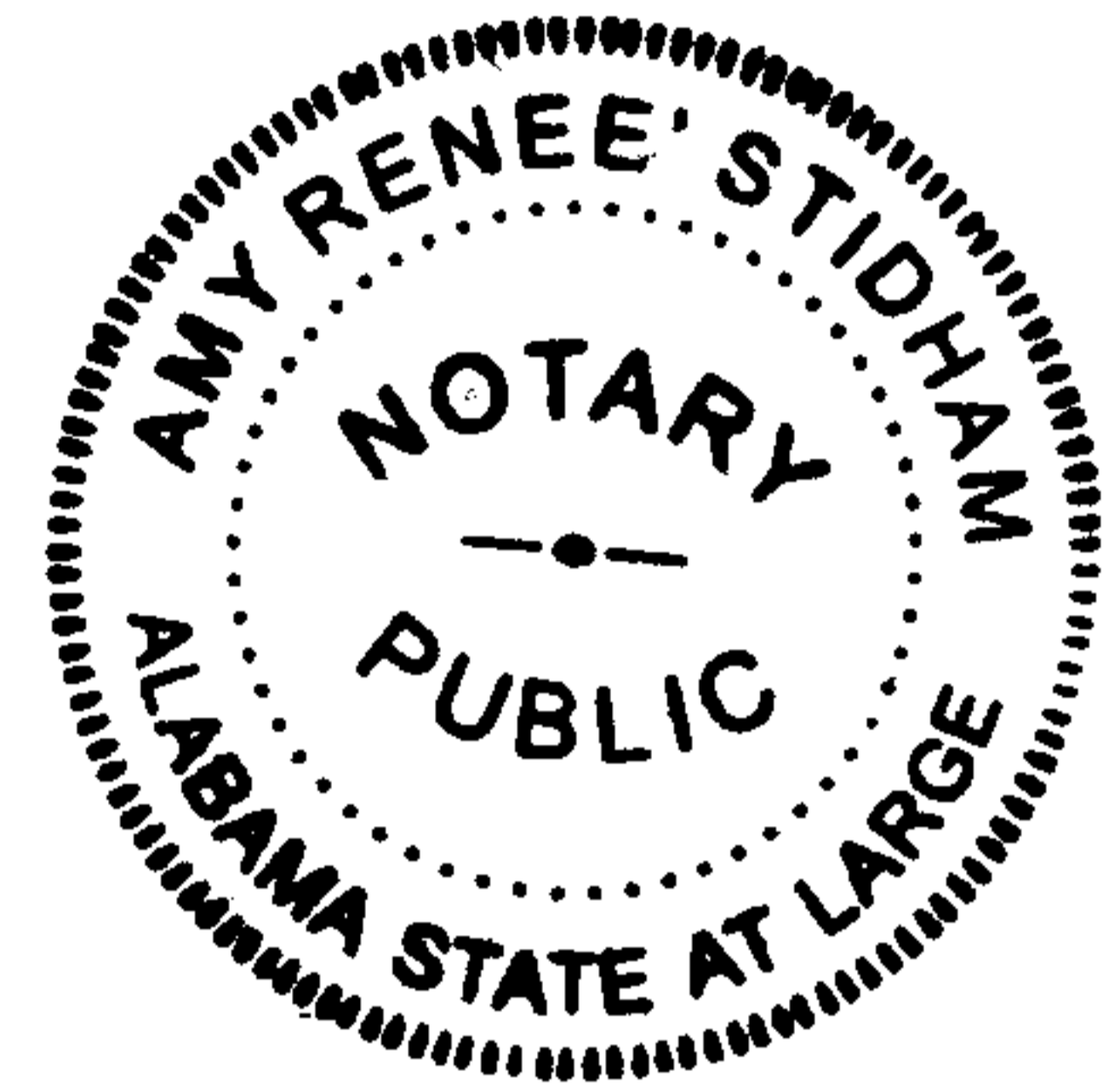
BY: 
Ingram D Tynes- Member

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 [GRANTOR], 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 6th day of December, 2013.

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



Prepared by
EES Company
1930 2nd Ave. North Suite 150
Bessemer, AL 35020

