This instrument was prepared by:

Grantee's address: P.O. Box 1910 Columbiana, AL 35051

William R. Justice P.O. Box 587, Columbiana, Alabama 35051

## WARRANTY DEED FOR EASEMENT ONLY

Shelby Cnty Judge of Probate, AL

10/03/2014 02:49:15 PM FILED/CERT

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS, SHELBY COUNTY

That in consideration of a good and valuable consideration to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, the undersigned Henry Earl Silas and Yvonne Pearson Silas (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto the County Board of Education of Shelby County, Alabama (herein referred to as GRANTEE) the following described easement only, over and across the following described real estate situated in Shelby County, Alabama to-wit:

The East 15 feet of Lot 6, Block F, of South Montevallo, as shown on a survey executed by E. E. Todd, Engineer, for H. C. Reynolds, et al., owner, on February 9, 1900, and recorded in Map Book 3, page 41, in the Probate Office of Shelby County, Alabama, and the East 15 feet of vacated Bowie Street.

The easement conveyed herein is described as follows:

A temporary construction easement and right of ingress and egress to and from, also over and across, the above described property for the purpose of constructing, improving, maintaining and repairing Grantee's property adjacent to the north of the above described property. This temporary easement includes the right to cut and clear all bushes, undergrowth and other obstructions from said easement if deemed reasonably necessary for the avoidance of interference with the use of said easement or to avoid danger in and about the use of said easement. Grantee shall have free access, ingress and egress to and from said easement over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no structures on the easement do any act or thing which would in any way interfere with or restrict the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed. Grantee shall also have the right to temporarily park vehicles and equipment on said easement and to temporarily place dirt and materials on said easement 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. This temporary construction easement shall expire one year from the date of this instrument or upon completion of Grantee's project, whichever shall later occur.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

And GRANTOR does for GRANTOR and for GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and GRANTEE'S successors and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and GRANTEE'S successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR'S hand and seal, this

Henry Earl Silas

Morte P. Silas Yyonne Pearson Silas

STATE OF ALABAMA SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Henry Earl Silas, Jr. and Yvonne Pearson Silas, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

"Minitalia

Notary Public

MMISSION EXPIRES FEBRUARY 22, 2016

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