

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

20160512000160960 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
05/12/2016 10:07:03 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, the undersigned Jeff Doe and Laura Elizabeth Luker Doe, husband and wife (GRANTOR, whether one or more) do hereby grant, bargain, sell, and convey unto the City of Pelham, Alabama, an Alabama municipal corporation (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 mains, pipes, water meters, and fire hydrants, with appurtenances, at the sole discretion of the GRANTEE. Said strip of land having a width of fifty feet (50') more or less and being more particularly described as follows:

Jeff Doe
Laura Elizabeth Luker Doe
and
Sewer

Legal description is as shown on the attached Exhibit "A" and location is as shown on sketch attached as Exhibit "B."

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 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.

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 additional structures other than those now present 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.

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 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.

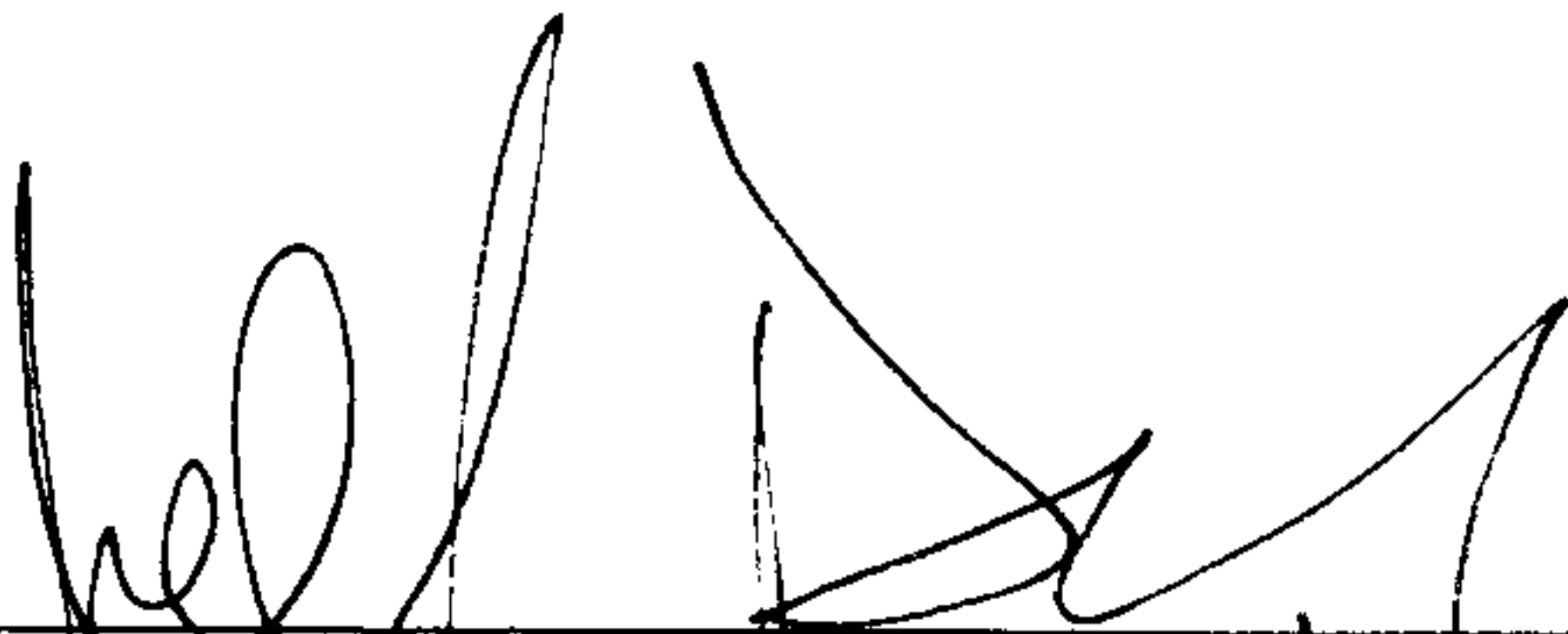
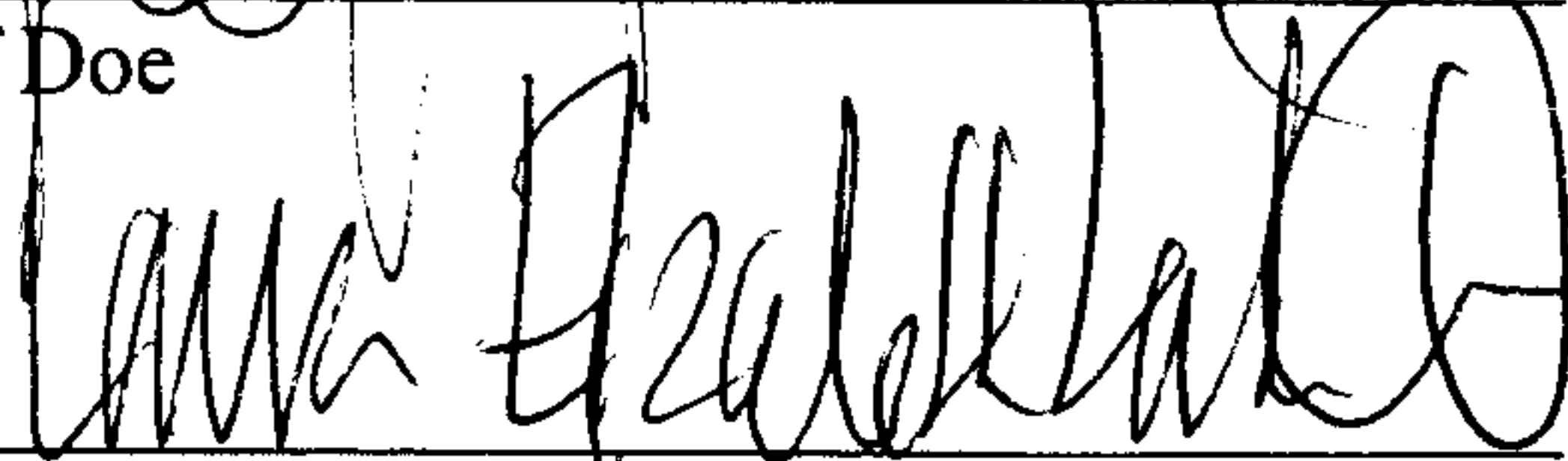
In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases the GRANTEE, its agents,

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 line and fire hydrant, except for those matters caused by the negligence or willful misconduct of GRANTEE, its agents, successors, or assigns, and the undersigned does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

And GRANTOR does for himself and for his heirs, successors and assigns covenant with the said GRANTEE, its successor and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances which are not of public record, unless otherwise noted above; that he has a good right to convey the same as aforesaid; that he will and his heirs, successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR but not otherwise.

TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

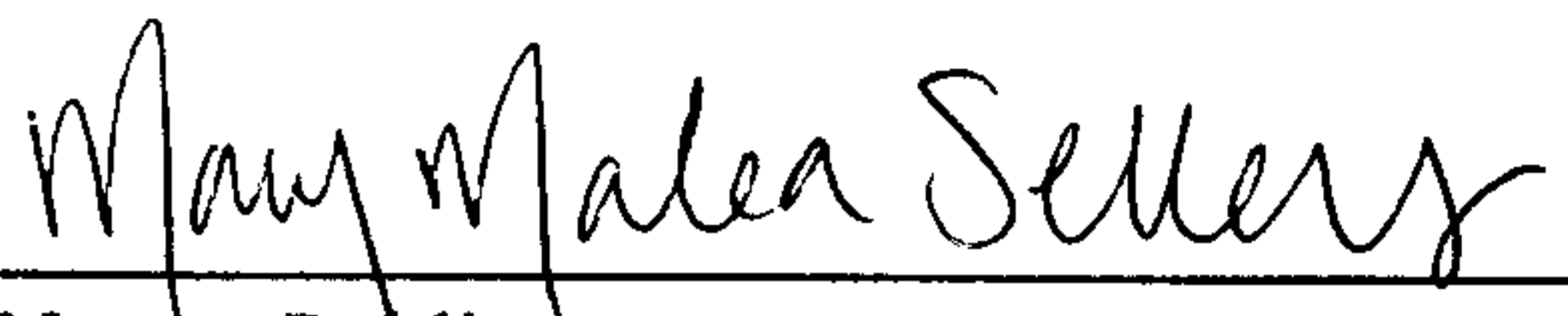
IN WITNESS WHEREOF, GRANTOR has hereunto set his or her hand and seal, all on this 27 day of April, 2016.


Jeff Doe

Laura Elizabeth Luker Doe

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Doe and Laura Elizabeth Luker Doe, 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.

Given under my hand and official seal this 27 day of April, 2016.



Notary Public

Prepared without benefit of title evidence by William R. Justice, P.O. Box 587, Columbiana, AL 35051.

MARY MALEA SELLERS
Notary Public, Alabama State At Large
My Commission Expires Feb. 19, 2019

EXHIBIT A

50' WIDE INGRESS/EGRESS & UTILITY EASEMENT
(PARENT TRACT-20151005000348940)


20160512000160960 3/4 \$23.50
Shelby Cnty Judge of Probate, AL
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LEGAL DESCRIPTION

COMMENCING at the northwest corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of section 36, Township 19 South, Range 3 West, Shelby County, Alabama, thence South 00°00'25" West for a distance of 124.89 feet; Thence South 88° 40' 16" East for a distance of 200.00 to the POINT OF BEGINNING of the 50 Foot Wide Ingress/Egress & Utility Easement herein described; Thence North 00° 00' 25" East for a distance of 124.89 feet to the southern end of the Final Plat of Hayesbury, Phase 1 Subdivision (as recorded in Map Book 28, Page 98); thence along south side of said subdivision South 88° 40' 16" East for a distance of 50.03 feet; thence leaving said subdivision South 00° 00' 25" West for a distance of 120.24 feet to a point on a curve to the right having a radius of 708.08 feet, with a chord bearing of South 03° 29' 56" East and a chord distance of 106.96 feet; thence along the arc of said curve a distance of 107.07 feet; thence South 01° 37' 47" West for a distance of 55.96 feet; thence North 88° 22' 13" West for a distance of 50.00 feet; thence North 01° 37' 47" East for a distance of 55.61 feet to a point on a curve to the left having a radius of 658.08 feet, with a chord bearing of North 03° 39' 37" West and a chord distance of 1022.42 feet; thence along the arc of said curve a distance of 102.53 feet to the POINT OF BEGINNING of the 50' Easement herein described. Said Easement containing 0.33 Acres, more or less.

EASEMENT SURVEY
50' INGRESS/EGRESS & UTILITY EASEMENT
TO BE DEDICATED TO THE CITY OF PELHAM
LOCATED IN SECTION 36, T19S, R03W
SHELBY COUNTY, AL

50' WIDE INGRESS/EGRESS & UTILITY EASEMENT
(PARENT TRACT-20151005000348940)

LEGAL DESCRIPTION

COMMENCING at the northwest corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of section 36, Township 19 South, Range 3 West, Shelby County, Alabama, thence South 00°00'25" West for a distance of 124.89 feet; thence South 88°40'16" East for a distance of 200.00 to the POINT OF BEGINNING of the 50 Foot Wide Ingress/Egress & Utility Easement herein described; Thence North 00°00'25" East for a distance of 124.89 feet to the southern end of the Final Plat of Hayebury, Phase 1 Subdivision (as recorded in Map Book 28, Page 98); thence along south side of said subdivision South 88°40'16" East for a distance of 50.03 feet; thence leaving said subdivision South 00°00'25" West for a distance of 120.24 feet to a point on a curve to the right having a radius of 106.96 feet, with a chord bearing of South 03°29'56" East and a chord distance of 107.07 feet; thence along the arc of said curve a distance of 107.07 feet; thence South 01°37'47" West for a distance of 55.96 feet; thence North 88°22'13" West for a distance of 50.00 feet; thence North 01°37'47" East for a distance of 55.61 feet to a point on a curve to the left having a radius of 658.08 feet, with a chord bearing of North 03°39'37" West and a chord distance of 102.42 feet; thence along the arc of said curve a distance of 102.42 feet to the POINT OF BEGINNING of the 50' Easement herein described. Said Easement containing 0.33 Acres, more or less.

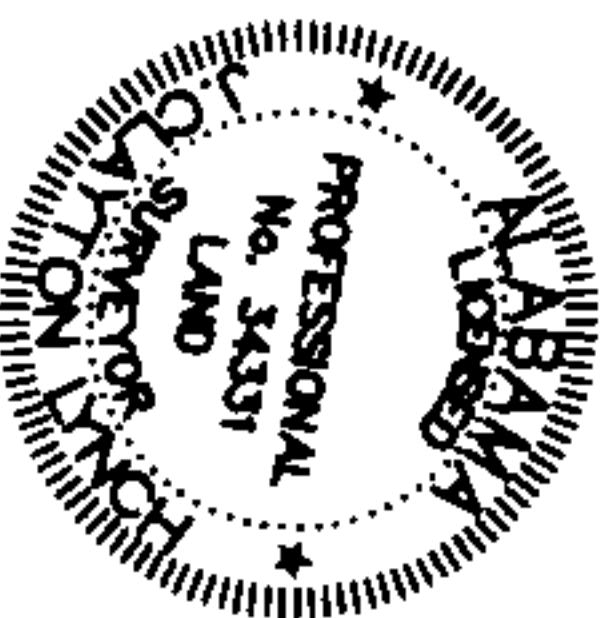
SURVEYOR'S NOTES

1. Type of Survey - This is a Easement Survey of the "Subject Property," made on the ground under the supervision of an Alabama Registered Land Surveyor. This survey was conducted for the purpose of a creation of an Ingress/Egress and Utility Easement only, and is not intended to delineate the regulatory jurisdiction of any Federal, state, regional or local agency, board, commission or other similar entity. Easement corners have been set as indicated hereon.
2. Bearings and Distances - Bearings are based on "Grid North," in accordance with the State Plane Coordinates for the State of Alabama, Zone West, from the North American Datum of 1983 (NAD83).
3. Overhead and Subsurface Features - Subsurface features such as underground utilities, septic tanks, underground encroachments, underground mines, and/or subsurface building foundations were not measured or located as a part of this survey. Notice is hereby given that the appropriate utility location service (e.g., "One Call," "Call 811," or "Call-Before-You-Dig"), should be notified forty-eight (48) hours in advance of any excavation at this site.
4. Title Report - This survey was conducted without the benefit of an abstract of title, title report, or title opinion, therefore, there may be other easements, rights-of-way, setback lines, agreements, reservations, restrictions, or other similar matters of public record, not depicted on this survey.
5. Scaled Data - Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. In addition, some features have not been drawn to scale, but have been drawn relative to each other for purposes of clarity. This is especially true with regard to fences and other features close to boundary lines. These factors should be taken into consideration when obtaining scaled data.
6. Dates, Signature and Seal - The date of field survey, (below), is the last time that either field or office personnel were on the site and the last direct knowledge that this survey or has of site conditions. Date of plat preparation (below) and date of signature (below), have no relationship to actual site conditions as depicted on this map. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED OR "BLUE" SEAL OF A LICENSED LAND SURVEYOR.

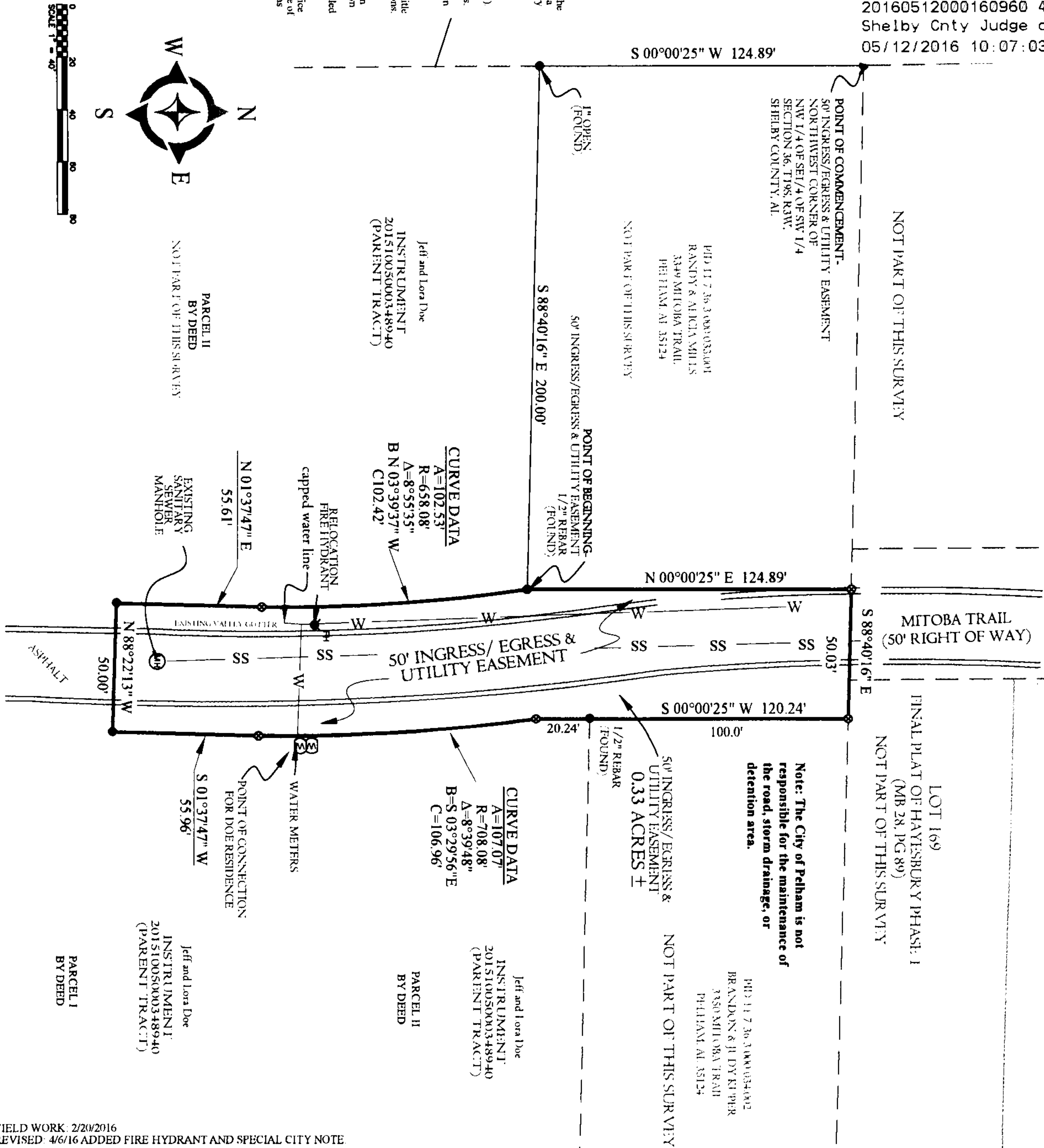
STATE OF ALABAMA
COUNTY OF SHELBY

I, J. CLAYTON LYNCH, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

J. Clayton Lynch
J. Clayton Lynch, P.L.S.
AL Reg. No. 34331
DATED: 4-12-2016



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FIELD WORK: 2/20/2016
REVISED: 4/6/16 ADDED FIRE HYDRANT AND SPECIAL CITY NOTE
REVISED: 4/12/16 MOVED FIRE HYDRANT RELOCATION TO WEST SIDE OF EASEMENT



Southern Cross Surveying, LLC
101 Highway 47 South, Suite 6
Columbiana, AL 35051
Phone: 205-685-5300

EASEMENT SURVEY
50' INGRESS/EGRESS &
UTILITY EASEMENT
TO BE DEDICATED TO THE
CITY OF PELHAM
SHELBY COUNTY, AL

SCALE:	1"=40'	PROJECT No	15169 EASEMENT
DATE	APRIL 12TH 2016	OWNER:	JEFF & LORA DOE
DRAWN BY	CL	CHECKED BY	CL
ADDRESS:	MITOBA TRAIL		