


\$500.⁰⁰

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20161014000377530 1/4 \$24.50
Shelby Cnty Judge of Probate, AL
10/14/2016 10:20:49 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned City of Chelsea, Alabama, an Alabama municipal corporation (GRANTOR), does hereby grant, bargain, sell, and convey unto the Two Mountains, LLC. (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 sanitary sewer force mains, pipes, with appurtenances, and the right to install and maintain other utilities at the sole discretion of the GRANTEE. Said strip of land being more particularly described as follows:

The above described easement is as described on the attached Exhibit "A"

The GRANTEE shall have the right and privilege of 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 reasonable 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 of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those proposed 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 for 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.

The 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 sanitary sewer line and the undersigned does hereby admit and acknowledge

Shelby County, AL 10/14/2016
State of Alabama
Deed Tax: \$.50

that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, its successor and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its 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.

TO HAVE AND TO HOLD unto Two Mountains LLC., its successors and assigns forever.

IN WITNESS WHEREOF, The City of Chelsea, Alabama, as GRANTOR, has hereunto set his or her hand and seal, all on this 13th day of October, 2016.

S. Earl Nixon GRANTOR/TITLE



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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. Earl Nixon, whose name as GRANTOR is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that being informed of the contents of such instrument executed the same voluntarily.

Given under my hand and official seal, this 13th day of October, 2016

Bucky C. Sanders
Notary Public


My Commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: March 6, 2017
BONDED THRU MERCHANTS BONDING CO. (MUTUAL)

EXHIBIT "A"

Sanitary Sewer Utility Easement

A 20 FOOT UTILITY EASEMENT being described as follows to-wit: Commence at the Northeast corner of the Northeast one-fourth of the Northwest one-fourth of Section 6, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North $89^{\circ} 29' 47''$ East for a distance of 395.49 feet; thence proceed North $52^{\circ} 39' 16''$ East for a distance of 2,175.66 feet to a point of beginning.

From this beginning point, proceed along the centerline of the 20' foremention utility easement lying 10 foot to either side of a centerline alignment defined by the following; North $34^{\circ} 42' 11''$ West for a distance of 57.91 feet to a point; thence proceed South $88^{\circ} 52' 37''$ West for a distance of 291.17 feet to a point; thence proceed North $1^{\circ} 07' 23''$ West for a distance of 22.93 feet to the point of ending and termination of said easement.


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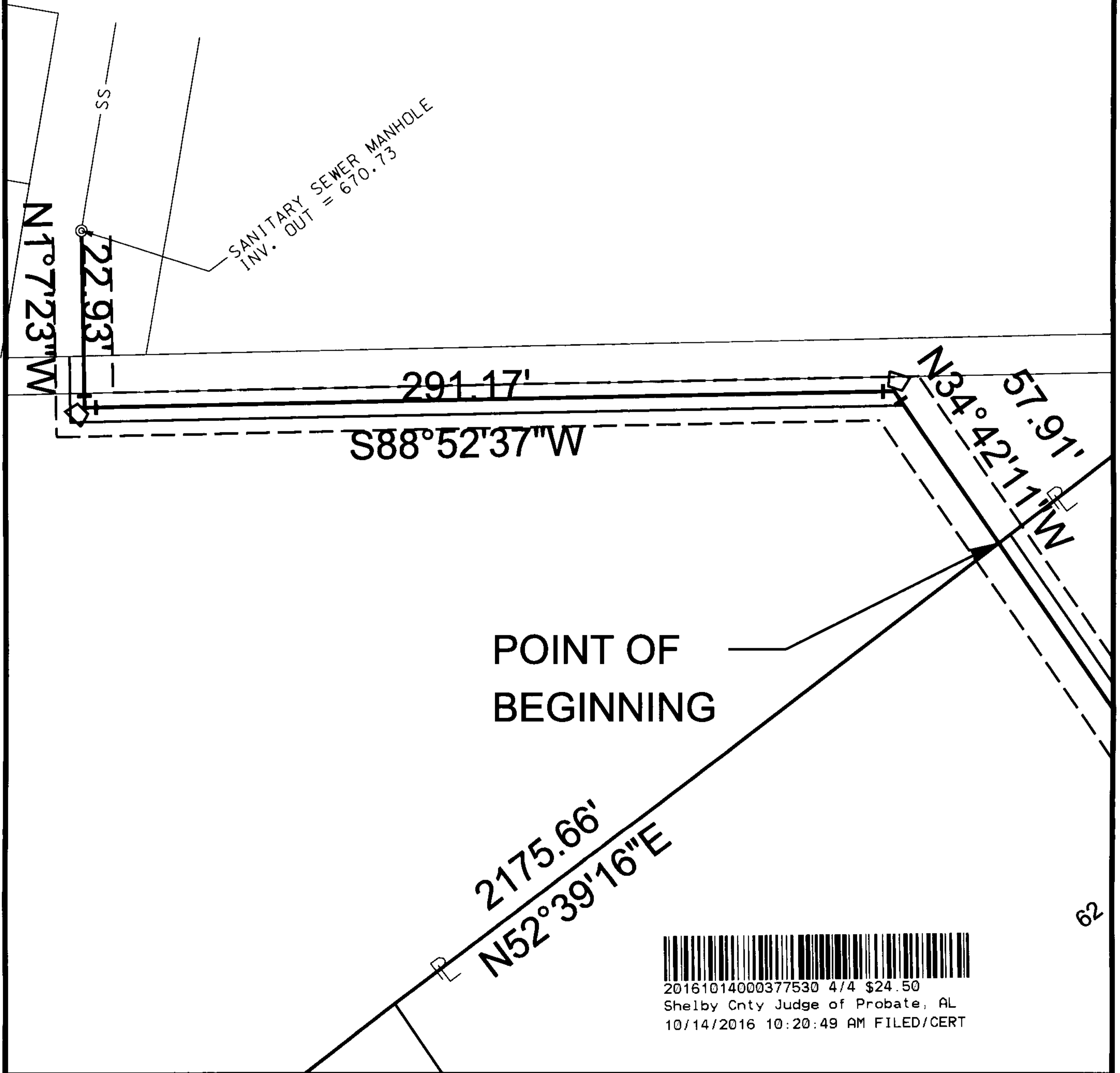


EXHIBIT "A"



**INSITE
ENGINEERING**

5800 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9696
FAX (205) 733-9697

CIVIL / GIS
INFRASTRUCTURE
ENVIRONMENTAL
PLANNING
COMMERCIAL
RESIDENTIAL

EXHIBIT "A"

LAYOUT OF UTILITY EASEMENT
FOR THE ACCOMODATION OF
SANITARY SEWER FORCE MAIN

DRAWING: FM-1
DATE: 2/03/16

SCALE: 1" = 50'