This instrument was prepared by:

Grantee's address: 613 Valley Street Montevallo, AL 35115

William R. Justice P.O. Box 587, Columbiana, Alabama 35051 500.00

PERMANENT EASEMENT DEED

STATE OF ALABAMA

20170413000125580 1/2 \$18.50 Shelby Cnty Judge of Probate, AL 04/13/2017 12:56:38 PM FILED/CERT

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the Water Works and Sewer Board of the City of Montevallo, the receipt whereof is hereby acknowledged, the undersigned City of Montevallo, Alabama (hereafter the GRANTOR) hereby releases, quitclaims, grants, sells, and conveys to the Water Works and Sewer Board of the City of Montevallo (hereafter the GRANTEE), its agents, successors, and assigns a permanent non-exclusive easement and right of ingress and egress to and from, also over and across a parcel of land for the purpose of constructing, operating, maintaining and repairing water and/or sanitary sewer mains, pipes, water meters, with appurtenances at the sole discretion of the GRANTEE. Said easement being more particularly described as follows:

A 10-foot wide easement the south line of which runs along the south line of Lots 6 & 12, Block G, according to Reynolds Addition of South Montevallo (also known as the H. C. and W. B. Reynolds Addition of South Montevallo), as shown by map recorded in Map Book 3, page 41, in the Probate Office of Shelby County, Alabama.

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.

Should GRANTEE need to excavate or otherwise disturb the surface of the property for the purposes heretofore expressed, GRANTEE will first notify GRANTOR and the parties shall

coordinate the timing and location of such work to minimize any interference with GRANTORS' use of its property. Any and all pavement or other improved surface in the disturbed areas within said easement will be put back in its condition prior to the disturbance, and any grassed or landscaped areas will be restored to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

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

IN WITNESS WHEREOF, the said GRANTOR, by its Mayor, Hollie C. Cost, who is authorized to execute this conveyance, has hereto set its signature and seal, this the <u>Algay</u> of

ATTEST:

City of Montevallo, Alabama

Hollie C. Cost, as its Mayor

STATE OF ALABAMA COUNTY OF SHELBY

Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hollie C. Cost, whose name as Mayor of the City of Montevallo, Alabama, a municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal, this the $\frac{94}{4}$ day of

Notary Public

Shelby Cnty Judge of Probate, AL 04/13/2017 12:56:38 PM FILED/CERT