

\$ 500.00

PERMANENT EASEMENT DEED  
(LOT 28A)

STATE OF ALABAMA)  
SHELBY COUNTY)

Eddie Lumpkin  
100 Metro Parkway  
Pelham, AL 35124  
PID #: 58 22 5 21 3 003 012.000

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Edwin B. Lumpkin, Jr., the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Edwin B. Lumpkin, Jr. (Grantee), its agents, successors, and assigns a PRIVATE 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, with 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: 20050621000307690, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

STATE OF ALABAMA)  
COUNTY OF SHELBY)

A ten foot wide private easement situated in the Southwest quarter of Section 21, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

**Commence** at the Northeast Corner of **LOT 30A** of the **RESURVEY OF LOTS 30 and 31 ALABASTER SOUTH BUSINESS PARK FIRST ADDITION** as recorded in Map Book 46, Page 97 in the Office of the Probate of Shelby County, Alabama; thence run Westerly along the North line of LOT 30A, being also along the South line of LOTS 13 and 14 of ALABASTER SOUTH BUSINESS PARK as recorded in Map Book 37, Page 38 in the Office of the Probate of Shelby County, Alabama, a distance of **233.43 feet** to the Northwest Corner of the aforesaid LOT 30A, being also the Northeast Corner of **LOT 28A** of the **RESURVEY OF LOTS 28 and 29 ALABASTER SOUTH BUSINESS PARK FIRST ADDITION** as recorded in Map Book 46, Page 98 in the Office of the Probate of Shelby County, Alabama, being also the **Point of Beginning**; thence continue Westerly along the North line of the aforesaid LOT 28A, being also along the South line of LOTS 14 and 15 of ALABASTER SOUTH BUSINESS PARK as recorded in Map Book 37, Page 38 in the Office of the Probate of Shelby County, Alabama, a distance of **225.00 feet**; thence turn an angle to the left of **90 degrees, 00 minutes, 00 seconds** and run in a Southerly direction for a distance of **10.00 feet**; thence turn an angle to the left of **90 degrees, 00 minutes, 00 seconds** and run in an Easterly direction, ten feet South of and parallel to the North line of the aforesaid LOT 28A for a distance of **225.00 feet** to the East line of the aforesaid LOT 28A; thence turn an angle to the left of **90 degrees, 00 minutes, 00 seconds** and run in a Northerly direction, a distance of **10.00 feet** along East line of the aforesaid LOT 28A the Point of Beginning.

Said ten foot wide private easement is an extension of a ten foot wide private easement across LOT 30A of the **RESURVEY OF LOTS 30 and 31 ALABASTER SOUTH BUSINESS PARK FIRST ADDITION** as recorded in Map Book 46, Page 97 in the Office of the Probate 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.

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 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 22<sup>nd</sup> day of November, 20 17.

By: Edwin B. Lumpkin Jr

STATE OF Alabama  
Jefferson COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Eddie B. Lumpkin, Jr., 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 22<sup>nd</sup> day of November, 2017.

Maria J Wiggins  
Notary Public for the State of AL

My commission expires 3/14/2018

MARIA J WIGGINS  
Notary Public, Alabama State At Large  
My Commission Expires March 14, 2018

