

This instrument was prepared without benefit of title evidence by:

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



20171218000448940 1/3 \$26.00
Shelby Cnty Judge of Probate, AL
12/18/2017 09:13:54 AM FILED/CERT

EASEMENT DEED

STATE OF ALABAMA

SHELBY COUNTY KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00) cash and other good and valuable consideration in hand paid by L. Bruce Sanders, the receipt whereof is hereby acknowledged, the undersigned Derrick W. Seales, married (hereafter the GRANTOR), does hereby grant, bargain, sell and convey unto Fahrmsted, LLC (hereafter the GRANTEE) a permanent 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 lines, pipes, water meters, and associated equipment with appurtenances. Said easement being located within the property of the undersigned GRANTOR as described parcel # 22-2-03-0-000-003.000 in the office of the Property Tax Commissioner of Shelby County, Alabama, and said easement being more particularly described as follows:

A twenty-foot wide permanent water easement running along the property lines of Lot 1A of Resubdivision of Lot 1, Moore Estate Subdivision, as recorded in Map Book 43, Page 86 A-B, in the Office of the Judge of Probate of Shelby County, Alabama, lying 10 feet each side of and parallel to the following described centerline: Commence at the NE corner of above said Lot 1A; thence S 00° 51' 35" W a distance of 10.00 feet to the Point of Beginning of said centerline; thence N 89° 08' 25" W a distance of 816.94 feet; thence S 00° 38' 20" E a distance of 939.66 feet; thence S 89° 21' 40" W a distance of 686.03 feet to the Easterly R.O.W. line of Crosscut Road, 60-foot R.O.W. and the Point of Ending of said centerline.

There is also conveyed a twenty-foot wide temporary construction easement run south and west of, and parallel and adjacent to, the above described permanent water easement, which will terminate upon completion of the water line.

The above-described easements may be assigned and/or conveyed by GRANTEE to Little Waxie Water Authority, its successors and/or assigns.

The location of the easements is depicted on Exhibit A attached hereto.

The above-described easements are located upon real property which is not the homestead of GRANTOR or his spouse.

As further consideration, GRANTEE at GRANTEE's expense shall provide to GRANTOR a tap into the water line constructed in the easement, at a location to be determined by GRANTOR.

The GRANTEE shall have the right and privilege of a perpetual use of said easement for such 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 easement when deemed reasonably necessary for the avoidance of danger or interference in and about the use of said easement.

The GRANTOR shall erect no structures on the portion of the land above described within the width of the 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 lines, pipes, equipment 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 lines, pipes, equipment and appurtenances.

Any and all disturbed areas within the permanent easement and the temporary construction 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 the easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. All brush cut and debris accumulated during installation of the water line will be removed from the site, and any cut hardwood suitable for firewood will be left at the direction of GRANTOR.

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

And the GRANTOR does for the GRANTOR and for the GRANTOR'S heirs, executors, and administrators covenant with the said GRANTEE and the GRANTEE'S heirs and assigns that the GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that the GRANTOR has a good right to sell and convey



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the same as aforesaid; that the GRANTOR will and the GRANTOR'S heirs, executors and administrators shall warrant and defend the same to the said GRANTEE and the GRANTEE'S heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the GRANTOR has hereunto set the GRANTOR'S hand and seal, this 15 day of DECEMBER, 2017.

Derrick W. Seales
Derrick W. Seales

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Derrick W. Seales, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2017.

Dawn Atkinson Carden
Notary Public

My commission expires:

07/08/2018

Grantee:

Fahrmsted LLC
2195 Old Cahaba Pl
Helena, AL 35080



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