

500

PERMANENT EASEMENT DEED**Adams Mill Subdivision Second Addition****PID 09 7 26 0 003 029.000 & 09 7 26 0 003 030.000****STATE OF ALABAMA)****SHELBY COUNTY)****TBR, Inc.**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (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, 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 **Lot 34 and Lot 35, according to the Adams Mill Subdivision Second Addition, as recorded in Map Book 49, Page 4**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A Water Line Easement being part of Lot 34 and Lot 35, according to the Adams Mill Subdivision Second Addition, as recorded in Map book 49, Page 4, in the Probate Office of Shelby County, Alabama, situated in the Northwest ¼ of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Northeast ¼ of the Northwest ¼ of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; Thence run North 00°25'12" West along the east line of said 1/4-1/4 a distance of 153.61 feet to a point; Thence run North 00°25'52" West along the east line of said 1/4-1/4 a distance of 186.42 feet to Common Corner of Lot 34 and Lot 35, according to the Adams Mill Subdivision Second Addition, as recorded in Map book 49, Page 4, in the Probate Office of Shelby County, Alabama, said point being the POINT OF BEGINNING of a 15' Water Line Easement lying 7.5 feet to either side of and parallel to described centerline; Thence turn a deflection to the left of 90°32'26" and run South 89°01'42" West along the Common Line of Lot 34 and Lot 35 of said survey a distance of 148.72 feet to the easterly right-of-way of Adams Mill Drive and the END of said Centerline and Easement.



20180521000174540 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
05/21/2018 11:02:03 AM FILED/CERT

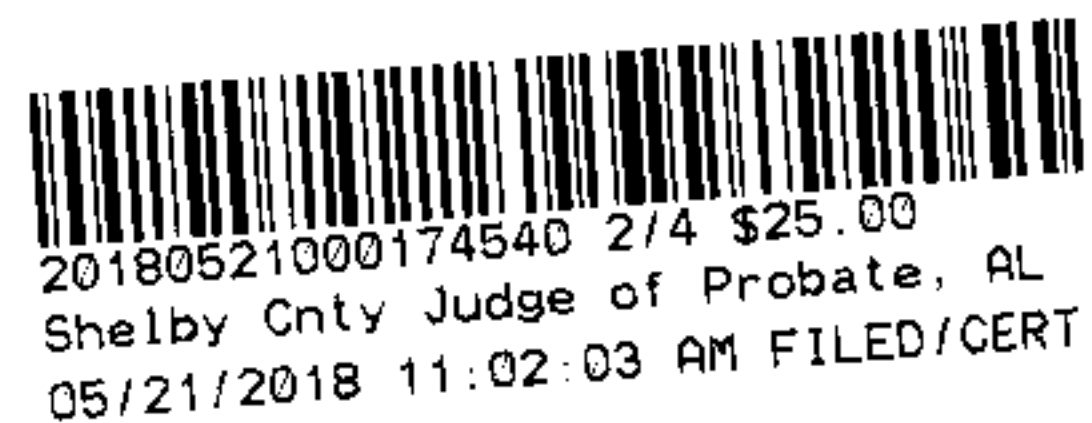
The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from 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 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 21 day of May, 20 18.

By: [Signature]
William L. Thorton III – President of TBR, Inc.

WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, **William L. Thorton III** whose name is signed to the foregoing certificate as **President of TBR, Inc.**, 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 21st day of May, 2018

Lauren Elizabeth Thornton
Notary Public for the State of Alabama
My commission expires _____



20180521000174540 3/4 \$25.00
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50'
R.O.W.

34
ADAMS MILL SUBDIVISION
SECOND ADDITION
MB. 49, PG. 4

S 89°01'42" W
148.72'

C/L 15' WATER
LINE EASEMENT

35
ADAMS MILL SUBDIVISION
SECOND ADDITION
MB. 49, PG. 4

PARK

186.42'
N 00°25'52" W

153.61'
N 00°25'12" W

POINT OF COMMENCEMENT
SE CORNER
NE 1/4 - NW 1/4
SEC. 26, T.19S, R.1W

POINT OF
BEGINNING

COMMON AREA 5A

RESURVEY OF LOTS 231-254
THE VILLAGE AT POLO CROSSINGS
SECTOR 1
MB. 41, PG. 130



SCALE: 1" = 50'

0' 50' 100'



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120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124
TEL - (205) 403-9158
FAX - (205) 403-9175

EDG

ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING • LAND SURVEYING
(205) 403-9158

R.O.W.
VARIES