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Shelby Cnty Judge of Probate, AL
08/27/2018 09:59:19 AM FILED/CERT

CORRECTIVE EASEMENT DEED

Easement Name _____

PID 09 03 05 0 001 040.000

**STATE OF ALABAMA)
SHELBY COUNTY)**

Birmingham Greystone, LLC

This corrective easement deed is given to correct an error in the legal description of that certain permanent easement deed recorded on July 12, 2018, as Document No. 20180712000248180 in the office of the Judge of Probate, Shelby County, Alabama

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 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 **Deed Book 46 Page 33**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

See Exhibit "A" and "B"

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 August, 20 18.

By: Dean W. Smith
Authorized Representative

WITNESSES:

Carrie Bilem

Matthew Cuthbert



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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Dean W. Kinluk whose name is signed to the foregoing certificate
as Authorized Representative, 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 August, 2018

[Signature]
Notary Public for the State of Alabama
My commission expires 3/17/19



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EXHIBIT "A"
UTILITY - WATER EASEMENT

Utility-water easement located in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West more particularly described as follows:

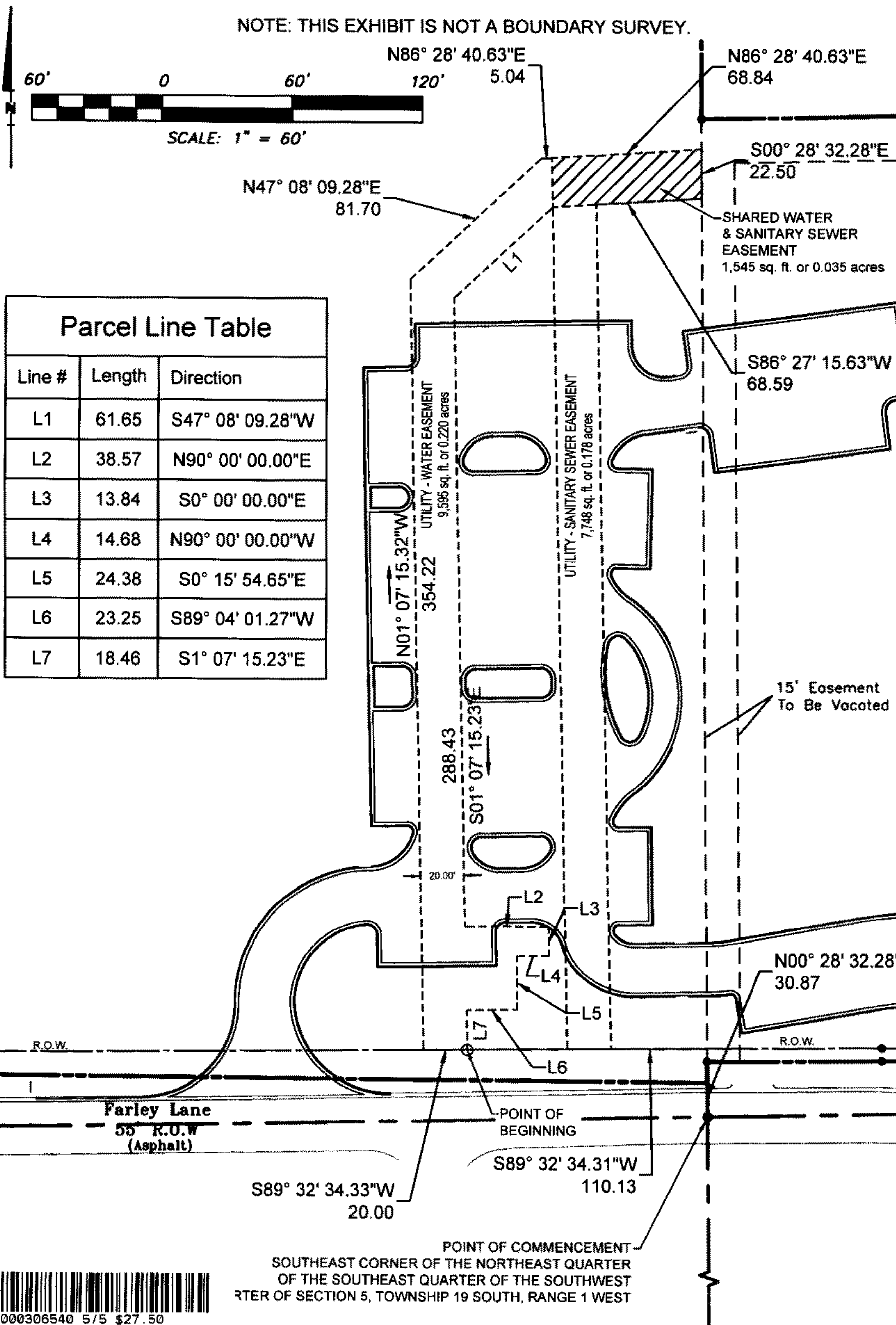
Commence at the Southeast corner of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, thence run North along the East line of said Southwest Quarter a distance of 30.87 feet to a point on the northern right of way of Farley Lane, thence run west along said right of way a distance of 110.13 feet to the Point of BEGINNING of the herein described tract: thence South 89° 32' 34" West for a distance of 20.00 feet along the northern right of way of Farley Lane to a point; thence North 1°07'15" West (leaving said northern right of way) for a distance of 354.22 feet to a point; thence North 47°08'09" East for a distance of 81.70 feet to a point; thence North 86° 28' 41" East for a distance of 5.04 feet to a point and the beginning of a shared utility easement with sanitary sewer; thence continue North 86° 28'41" East for a distance of 68.84 feet to the westerly line of an existing 15-foot wide utility easement, according to Eagle Point Non-Residential Subdivision, First Sector – Phase II as recorded in Map Book 14, Page 113 in the Office of the Judge of the Probate Court of Shelby County, Alabama; thence along said existing utility easement South 0°28'32" East for a distance of 22.50 feet to a point on said existing utility easement; thence South 86°27'16" West (leaving said westerly line of existing 15-foot wide utility easement) for a distance of 68.59 feet to a point; thence South 47°08'09" West for a distance of 61.65 feet to a point and leaving a shared utility easement with sanitary sewer; thence South 1°7'15" East for a distance of 288.43 feet to a point; thence North 90°0'0" East for a distance of 38.57 feet to a point; thence South 0°0'0" East for a distance of 13.84 feet to a point; thence North 90°0'0" West for a distance of 14.68 feet to a point; thence South 0° 15'55" East for a distance of 24.38 feet to a point; thence South 89°4'1" West for a distance of 23.25 feet to a point; thence South 1°7'15" East for a distance of 18.46 feet to a point on the northern right of way along Farley Lane and the POINT OF BEGINNING.



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EXHIBIT "B"

NOTE: THIS EXHIBIT IS NOT A BOUNDARY SURVEY.



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