

\$ 500.00

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, the undersigned Parker Southern Building, LLC (GRANTOR), do hereby grant, bargain, sell, and convey unto the City of Pelham, Alabama, an Alabama municipal corporation (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, and fire hydrants, with appurtenances, at the sole discretion of the GRANTEE. Said strip of land having a width of twenty feet (20') more or less and being more particularly described as follows:

Legal description is as shown on the attached Exhibit "A" as Easement # 2.


GRANTEE shall have the right and privilege of a perpetual use of said lands for such public purposes, 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.

GRANTEE shall have free access, ingress and egress to and from said land over and across adjacent lands of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those now present 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.

GRANTEE shall also have the right to temporarily place dirt and materials on adjacent lands of the GRANTOR 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.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases the GRANTEE, its agents, successors, and assigns, from all damages present or prospective to the property of the


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Shelby Cnty Judge of Probate, AL
10/04/2018 04:26:32 PM FILED/CERT

undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and fire hydrant, except for those matters caused by the negligence or willful misconduct of GRANTEE, its agents, successors, or assigns, and the undersigned does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

And GRANTOR does for himself and for his heirs, successors and assigns covenant with the said GRANTEE, its successor and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances which are not of public record, unless otherwise noted above; that he has a good right to convey the same as aforesaid; that he will and his heirs, successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under GRANTOR but not otherwise.

TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, Parker Southern Building, LLC, as GRANTOR has hereunto set his or her hand and seal, all on this 12th day of December, 2017

GRANTOR/TITLE:

Parker Southern Building, LLC

By: Bryan L. Parker
Bryan L. Parker
Its Member

STATE OF ALABAMA

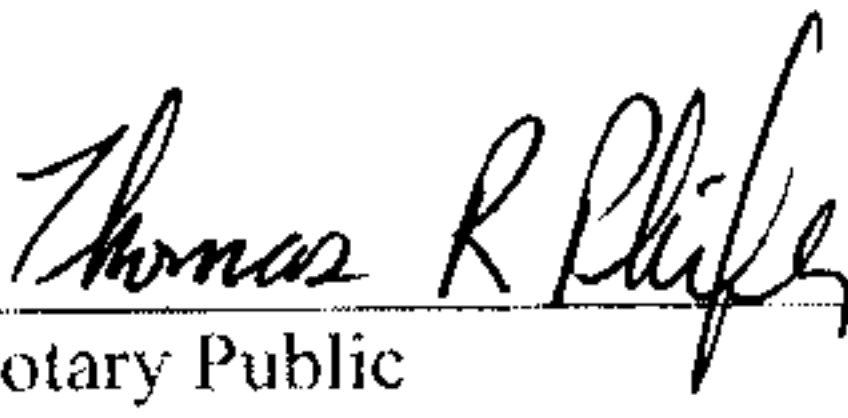


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SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian L. Parker whose name as Member of PARKER SOUTHERN BUILDING, LLC, an Alabama limited liability company, 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 above and foregoing Agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day and year the same bears date.

Given under my hand and official seal, this 12th day of December, 2017.


Notary Public

My Commission expires: June 29, 2021

Thomas R Phifer
Notary Public, Alabama State at Large
My commission Expires June 29, 2021



20181004000355500 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

