

Original \$ 500

## 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 Gerald D. Colvin Jr. a married man, Jimmie J. Barnes a married man, and Charles K. Acker a married man, (GRANTORS), 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 # 1.

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



20181004000355510 1/4 \$26.00  
Shelby Cnty Judge of Probate, AL  
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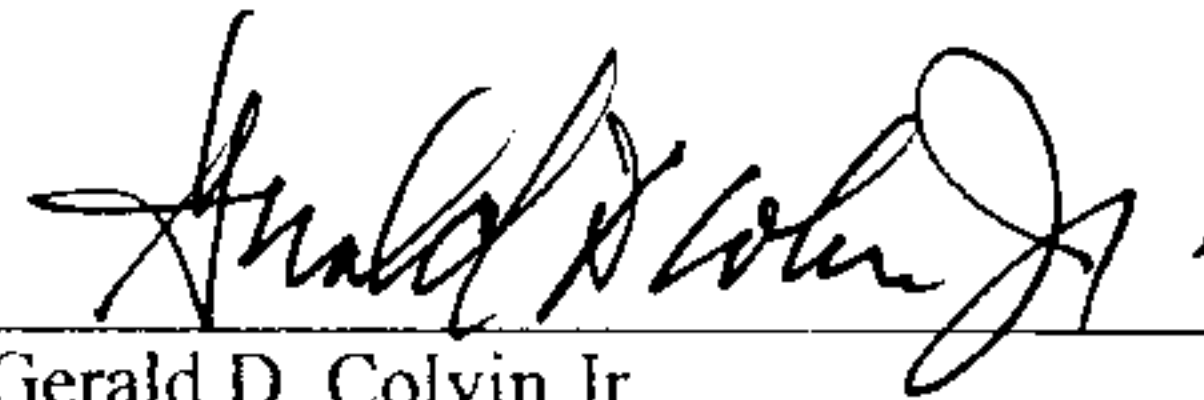
undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and fire hydrant, except for those matters caused by the negligence or willful misconduct of GRANTEE, its agents, successors, or assigns, and the undersigned does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

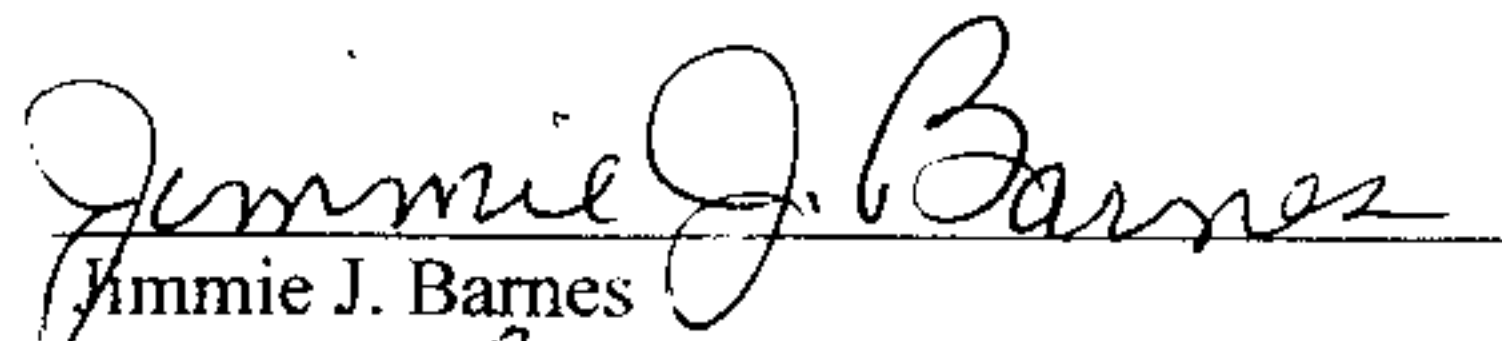
And GRANTOR does for himself and for his heirs, successors and assigns covenant with the said GRANTEE, its successor and assigns, that he is lawfully seized in fee simple of said premises; that they are free from all encumbrances which are not of public record, unless otherwise noted above; that he has 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.

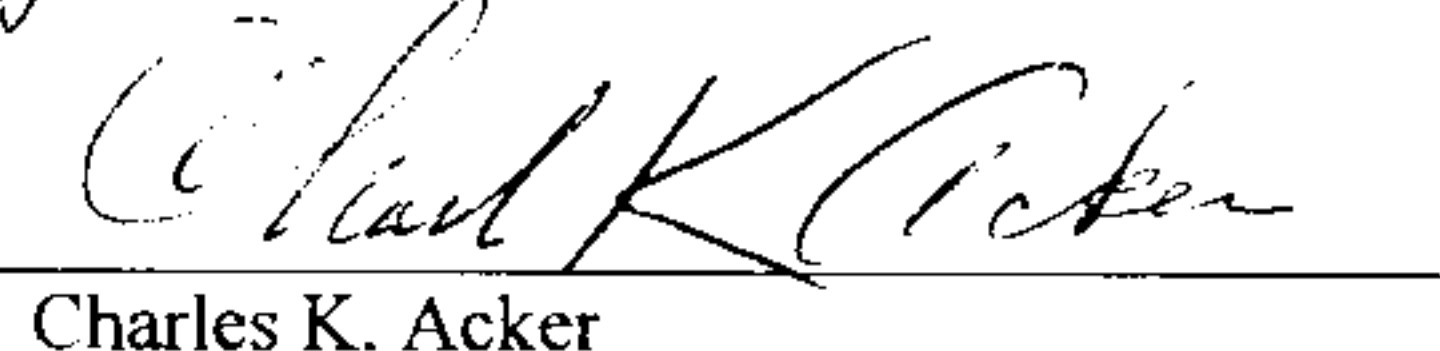
The property conveyed is not the homestead of any of the Grantors or their spouses.

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

IN WITNESS WHEREOF, GRANTORS have hereunto set his or her hand and seal. all on this 19<sup>th</sup> day of Dec., 2017.

  
Gerald D. Colvin Jr.


  
Jimmie J. Barnes

  
Charles K. Acker

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald D. Colvin Jr. 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 19<sup>th</sup> day of December 2017

  
Notary Public exp: 6/27/21

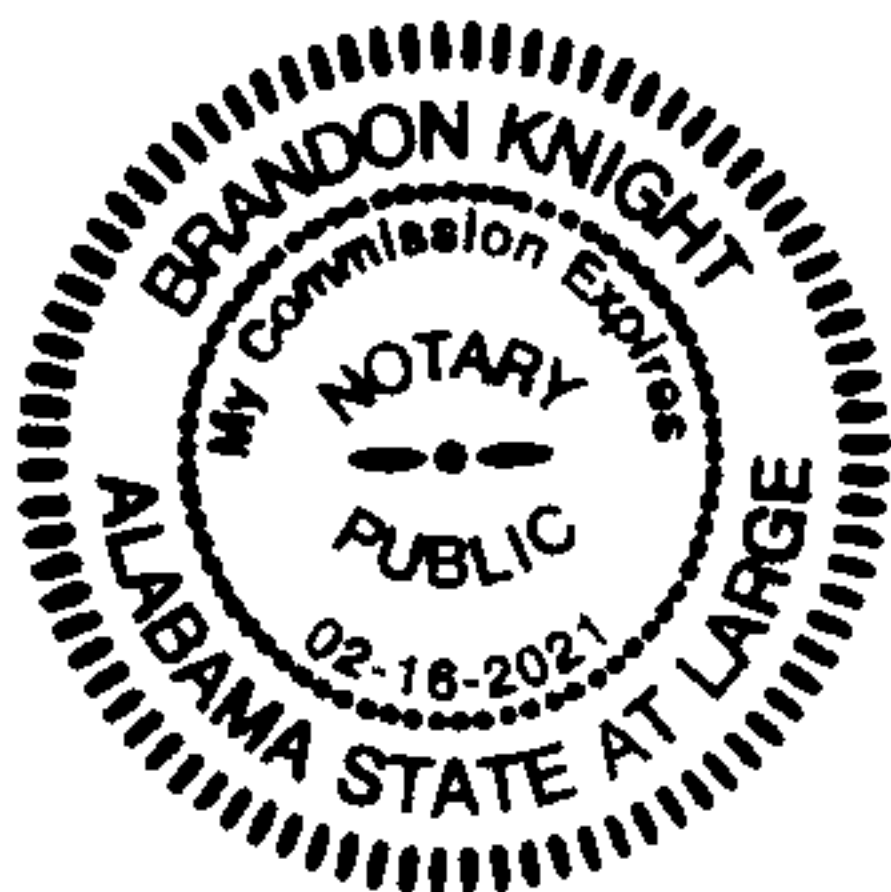


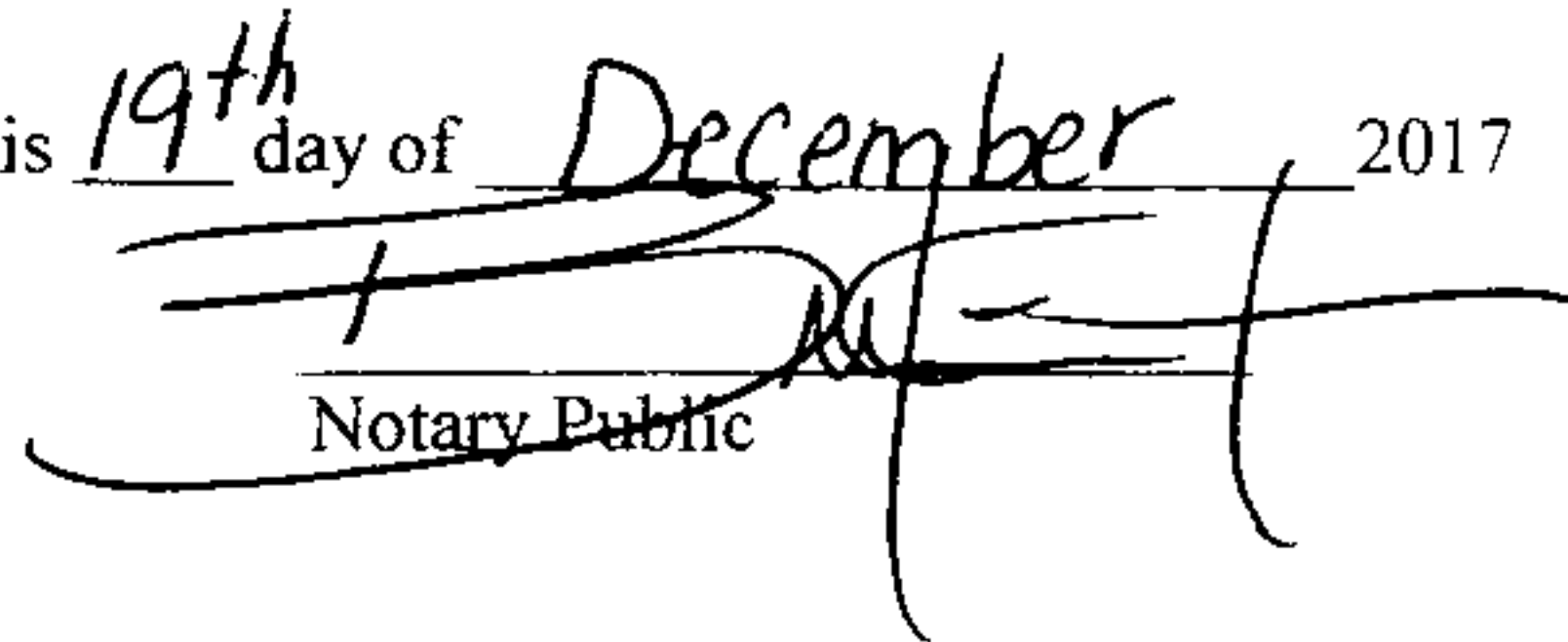
20181004000355510 2/4 \$26.00  
Shelby Cnty Judge of Probate: AL  
10/04/2018 04:26:33 PM FILED/CERT

STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jimmie J. Barnes 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 19<sup>th</sup> day of December 2017

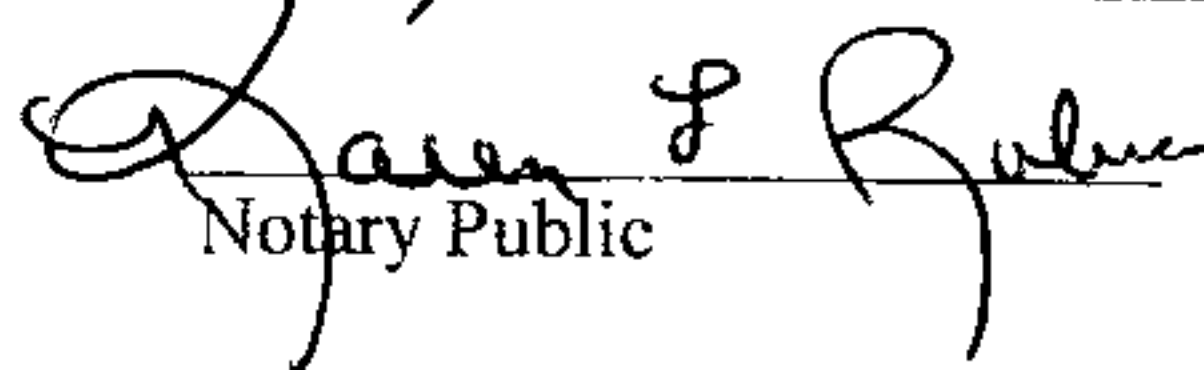


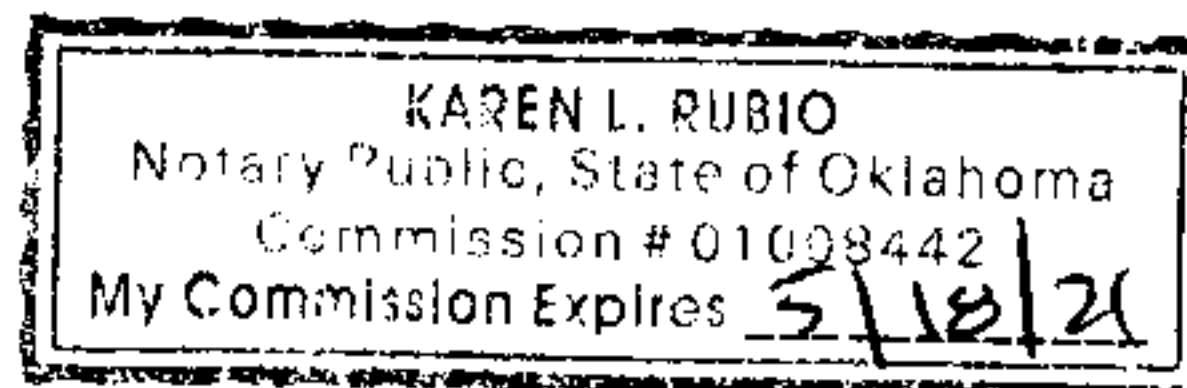
  
Notary Public


STATE OF OKLAHOMA     )  
PONTOTOC COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles K. Acker 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 22 day of December 2017

  
Notary Public



  
20181004000355510 3/4 \$26.00  
Shelby Cnty Judge of Probate: AL  
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# EXHIBIT "A"

20181004000355510 4/4 \$26.00  
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10/04/2018 04:26:33 PM FILED/CERT

14-3-06-2-001-001.000  
PARKER SOUTHERN BUILDING, L.L.C.

14-3-06-2-001-001.009  
GERALD COLVIN, JR.

14-3-06-2-001-001.020  
CHARLES & LILA ACKER

14-3-06-2-001-013.000  
CITY OF PELAHAM

14-3-06-3-001-002.001  
CITY OF PELHAM

EASEMENT #2

CL 20' WATERLINE EASEMENT

EASEMENT #1

N 88°33'8" W 10.00  
S 07°25'39" E 9.94  
S 88°33'8" E 174.90  
S 88°16'56" E 25.16

NE CORNER  
NW 1/4 - SW 1/4  
SEC. 6, T-20S, R-2W  
SHELBY COUNTY, AL  
CRIMP FOUND

20' WATERLINE  
EASEMENT

N 05°52'0" E  
100.00

RCF CAP

307.10

1" BAR

740.08

CAP REBAR

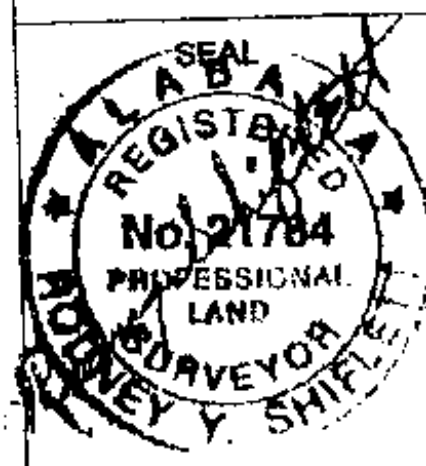
PLAT

EASEMENT #1 - 20' Waterline Easement, lying 10 feet either side of and parallel to the following described centerline:

Commence at the NE Corner of the NW 1/4 of the SW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; thence N00°25'39"W, a distance of 10.00' to the POINT OF BEGINNING OF SAID CENTERLINE; thence S88°33'08"E, a distance of 174.90'; thence S88°16'56"E, a distance of 25.16' to the POINT OF ENDING OF SAID CENTERLINE.

EASEMENT #2 - 20' Waterline Easement, lying 10 feet either side of and parallel to the following described centerline:

Commence at the NE Corner of the NW 1/4 of the SW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; thence N00°25'39"W, a distance of 10.00' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N88°33'08"W, a distance of 10.00'; thence S00°25'39"E, a distance of 9.94' to the POINT OF ENDING OF SAID CENTERLINE.



JOB NO. 17200W7  
DATE 11/30/17 DATE OF FIELD SURVEY 11/28/17  
ADDRESS SCALE 1" = 50' (11x17)  
DRAWN BY H. LETTS CHECK BY R.Y.S.  
**RODNEY SHIFLETT SURVEYING**  
P.O. BOX 204  
COLUMBIANA, ALABAMA 35051  
TEL. 205-669-1205 FAX. 205-669-1208