



20181220000445840 1/3 \$21.50  
Shelby Cnty Judge of Probate, AL  
12/20/2018 03:43:57 PM FILED/CERT

\$ 500<sup>00</sup>

### GRANT OF WATER LINE EASEMENT

THIS INDENTURE is made this 20th day of December in the year 2018, by and between:

GLENN JAMES E ("Grantor"),  
1500 HWY 17  
MONTEVALLO, AL 35115

AND

JOHNSTON MARK & CONNIE JOHNSTON ("Grantee"),  
1625 SALEM ROAD  
MONTEVALLO, AL 35115

WITNESSETH, that, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the benefits to be conferred on Grantor's property, Grantor, and for and on behalf of his, her, its or their heirs, administrators, executors, successors and assigns and for and on behalf of anyone claiming by, through or under Grantor, hereby grants unto the Grantee and his, her, its or their heirs, administrators, executors, successors and assigns perpetual easement in, on, over, upon, across, under and through the following described property:

Easement Area, common property line beginning from N21°41'30" IPF ¾" Beacon capped rebar parallel to the west line of Salem Road (a distance of 415 feet). Width of easement is to be 10 feet.

(See Attachment)

The rights, benefits, privileges, and easements granted herein are for the purpose of the use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, an underground potable water line and all appurtenant facilities to transport potable water together with the right to perform such excavation, grading, and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement and right of way in any way appertaining or belonging. The easements granted herein shall include all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes described herein and shall include the necessary easements and rights for ingress and egress over the Easement Area and the right to cut away and keep clear, remove and dispose of all trees and to remove and dispose of all obstructions now on the Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, paving and other permitted improvements to the same condition as existed before such disturbance of the surface area.

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent

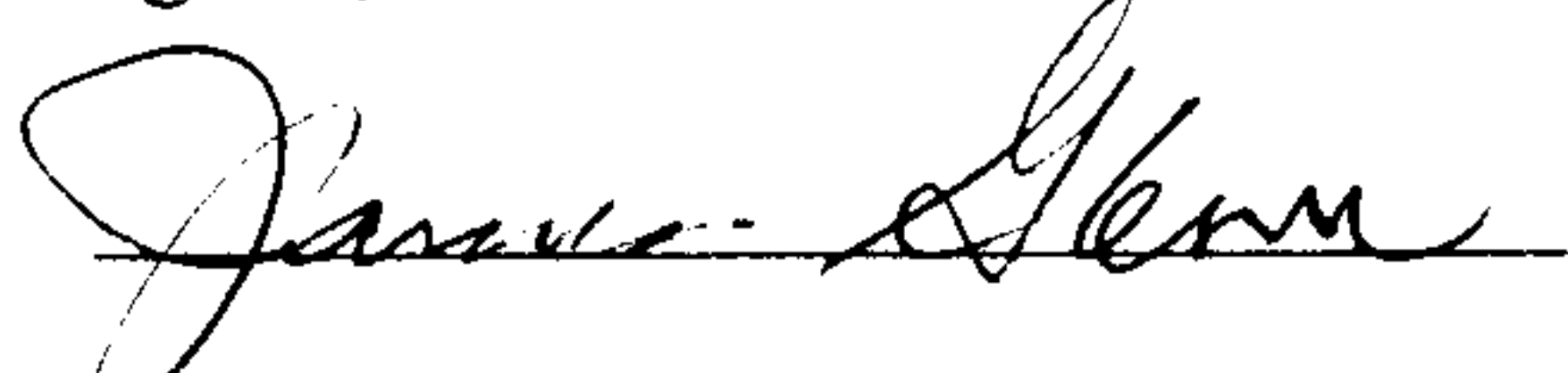
herewith; provided that such uses shall not interfere with the proper operation, maintenance and repair to the water line and facilities.

The easement granted herein shall run with and bind the land, benefiting the Grantee's property, and burdening the Grantor's property of which the Easement Area is a part.

TO HAVE AND TO HOLD said easement unto Grantee and its successors and assigns so long as the property described herein is used for the purpose designated above.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this instrument day and year first set forth above.

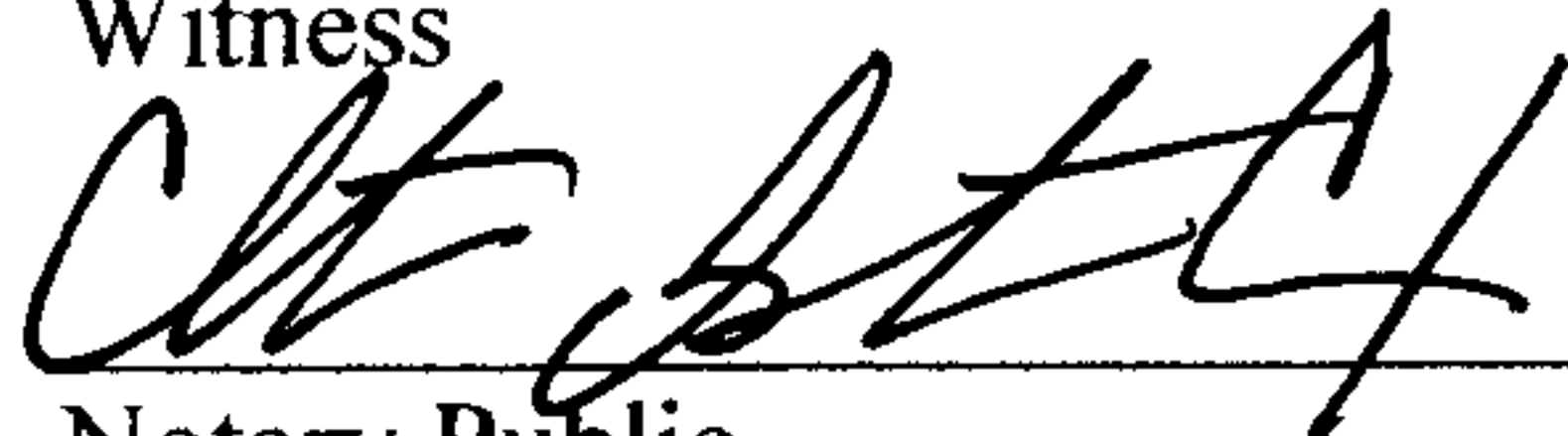
Signed, sealed and delivered in the presence of:



GRANTOR NAME

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)

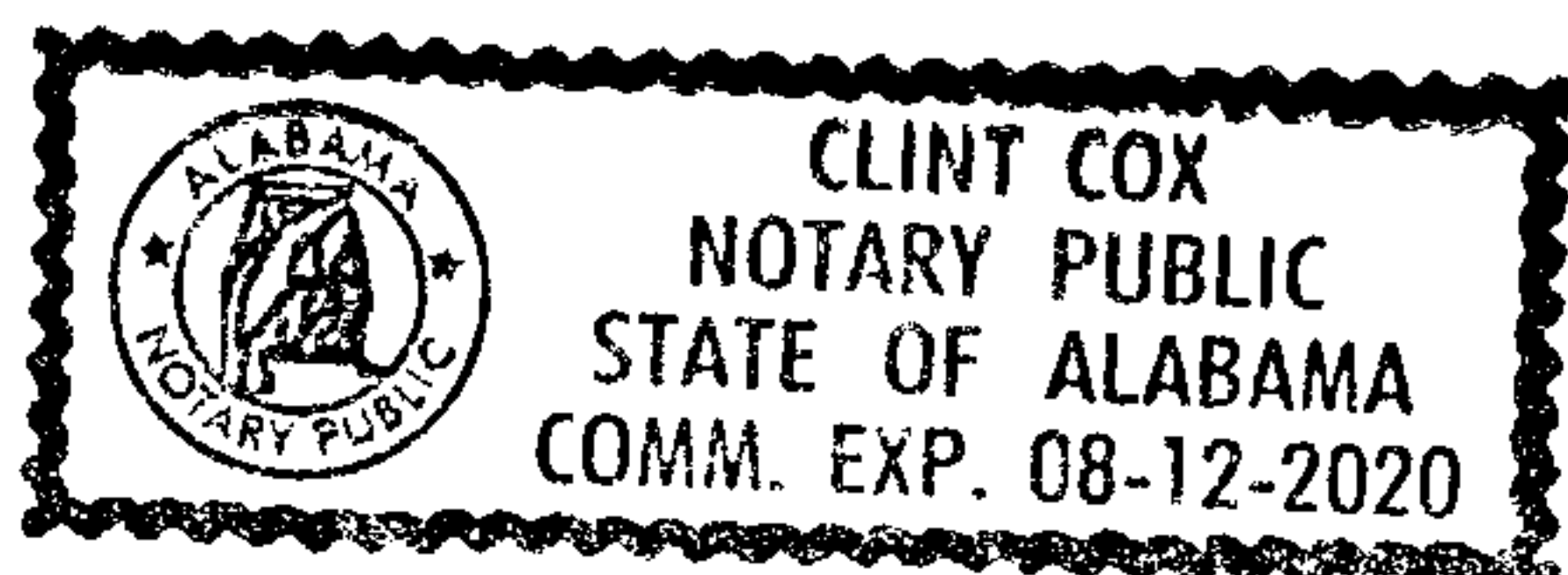
Witness




Its: Clinton Justin Cox

Notary Public

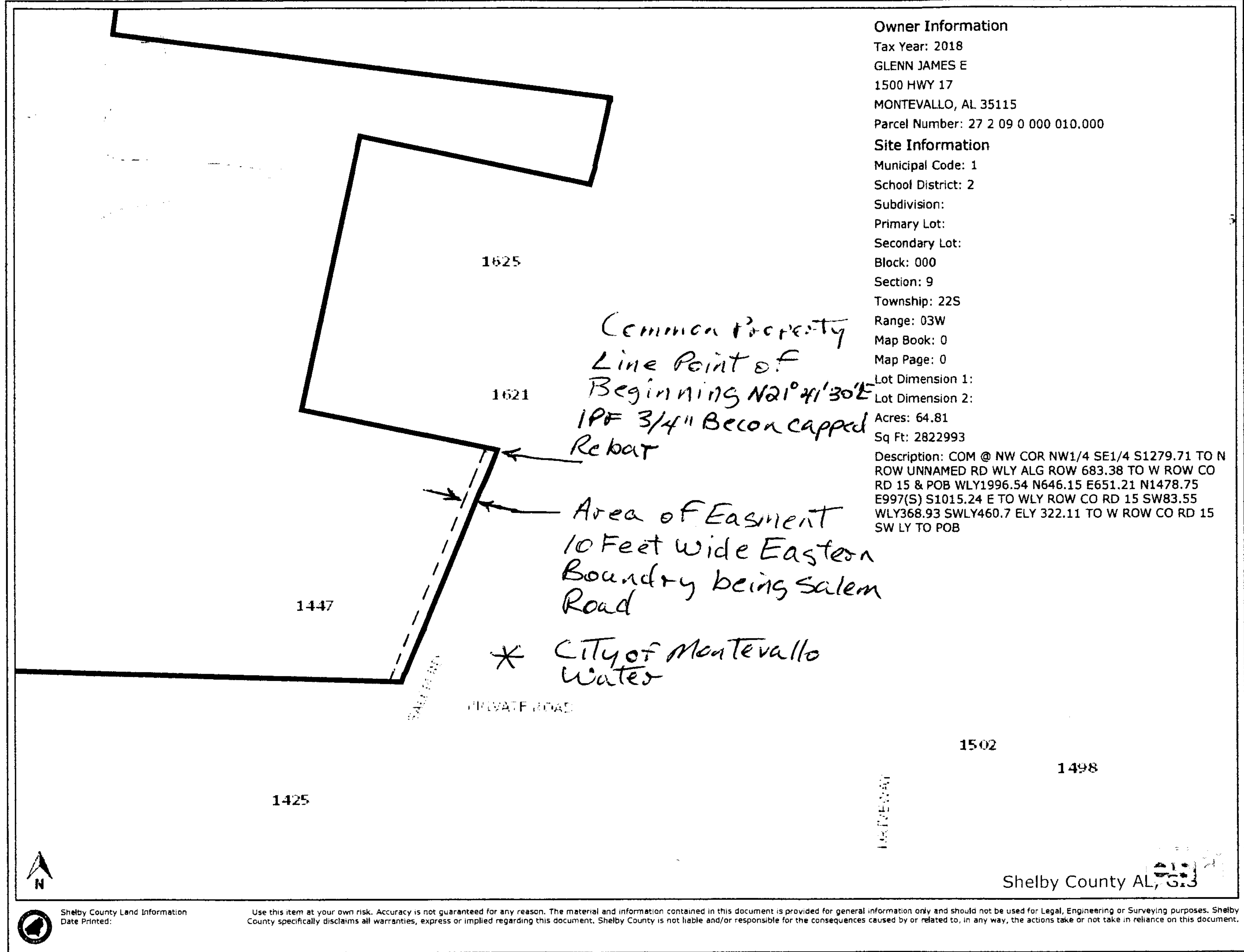
Commission Expiration Date 08-12-2020



  
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12/15/2018

Map Print



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