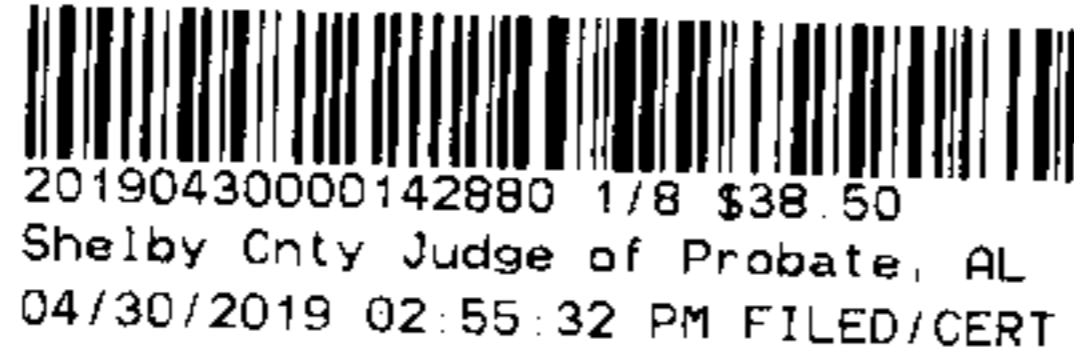


\$500

PERMANENT EASEMENT DEED



**J. Daniel Matheson, III, Dianne Haney Matheson, John T. Matheson, and Leslie H. Matheson  
1259 Dead Hollow Road South  
Harpersville, AL 35078**

STATE OF ALABAMA)  
SHELBY COUNTY)

PID #: 17 4 17 0 000 002.008

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the Town of Harpersville, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Town of Harpersville (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 and/or sanitary sewer 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 Instrument number 2002-00269 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

All of the East ½ of Section 18, Township 20, Range 2 East that lies East of Yellow Leaf Creek; and all of the Southwest ¼ of Section 17, Township 20, Range 2 East that lies East of Yellow Leaf Creek and West of that certain road known as Dead Hollow Road South; and all of the South ½ of the Northwest ¼ of Section 17, Township 20, Range 2 East that lies West of that certain road known as Dead Hollow Road South, as presently located, less and except the land surveyed on December 17, 2001 by Hickey Land Surveying, legal description as follows:

From a 2" pipe at the N.W. corner of Section 17, T20S-R2E, run thence South along the accepted West boundary of said Section 17 a distance of 1172.73 feet to a ½" rebar that is 167.53 feet North of the accepted S.W. corner of the NW1/4-NW1/4 of said Section 17; thence turn 91°54'00" left and run 1178.07 feet to a ½" rebar, being the point of beginning of herein described parcel of land; thence continue along said course a distance of 156.00 feet to a ½" rebar on the Southwesterly boundary of Dead Hollow Road South (60' R.O.W.); thence turn 34°02'29" right and run 103.99 feet along said road boundary and the following courses; 08°16'46" left for 106.88 feet; 08°16'39" left for 132.88 feet; 08°23'18" right for 42.58 feet; 14°23'02" right for 42.37 feet; 14°57'34" right for 50.28 feet; 06°42'56" right for 149.10 feet; 02°41'04" left for 128.02 feet; thence turn 01°46'50" left and run 223.05 feet along said road boundary to a ½" rebar in the center of an asphalt drive; thence turn 95°40'53" right and run 148.06 feet along said drive centerline to a ½" rebar; thence turn 05°21'11" left and run 96.02 feet

along said drive centerline to a ½" rebar; thence turn 08°56'39" left and run 110.20 feet along said drive centerline to a ½" rebar; thence turn 19°31'39" right and run 38.86 feet along said drive centerline to a ½" rebar; thence turn 20°44'16" right and run 81.82 feet along said drive centerline to a ½" rebar; thence turn 25°31'03" left and run 233.56 feet to a ½" rebar; thence turn 23°17'29" right and run 83.60 feet to a ½" rebar; thence turn 18°17'45" right and run 102.63 feet to a ½" rebar; thence turn 19°52'37" right and run 98.79 feet to a ½" rebar; thence turn 40°16'12" right and run 74.56 feet to a ½" rebar; thence turn 07°31'45" right and run 139.13 feet to a ½" rebar; thence turn 14°30'10" right and run 146.72 feet to a ½" rebar; thence turn 14°34'14" left and run 178.60 feet to a ½" rebar; thence turn 12°00'27" right and run 90.45 feet to a ½" rebar; thence turn 19°59'36" right and run 249.58 feet to a ½" rebar; thence turn 32°45'01" left and run 43.20 feet to the point of beginning of herein described parcel of land, containing 14.12 acres, situated in the NW1/4 of Section 17, T20S-R2E, Shelby County, Alabama.

and less and except:

Commence at a 3" capped Weygand pipe, known as the Northwest corner of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama; and proceed S 87°35'11" E along the North boundary of the NW ¼ for 2640.08 feet to a 1" open top pipe, point being the Northeast corner of the NE ¼ of the NW ¼ of Section 17; thence S 0°33'24" W along the East boundary of the NW ¼ for 2730.00 feet; thence S 88°53'15" W 91.17 feet to a point on the West right-of-way boundary of Dead Hollow Road (ROW 80'), point being the POINT OF BEGINNING of herein described parcel of land; thence S 88°36'35" W 800.00 feet; thence N 0°33'24" E 600.00 feet; thence N 88°38'35" E 349.47 feet to a point on the West right-of-way boundary of said road; thence along said road right-of-way as follows: thence S 22°10'33" E 138.93 feet; thence S 17°15'18" E 138.92 feet; thence S 23°40'16" E 78.31 feet; thence S 37°25'41" E 96.30 feet; thence S 51°41'15" E 72.17 feet; thence S 81°56'03" E 115.77 feet; thence S 54°28'54" E 83.78 feet; thence S 45°52'31" E 48.47 feet, back to the POINT OF BEGINNING, containing 6.98 acres, more or less.

The above described parcel of land is located in the NE ¼ of the SW ¼ and the SE ¼ of the NW ¼ of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama.

and the South ¼ of the South ½ of the Northwest ¼ of the Northwest ¼ of Section 17, Township 20 South, Range 2 East that lies west of that certain County Road known as Dead Hollow Road, as presently located, less and except:

From a 2" pipe at the N.W. corner of Section 17, T20S-R2E, run thence South along the accepted West boundary of said Section 17 a distance of 1172.73 feet to a ½" rebar that is 167.53 feet North of the accepted S.W. corner of the NW1/4-NW1/4 of said Section 17; thence turn 91°54'00" left and run 1178.07 feet to a ½" rebar, being the point of beginning of herein described parcel of land; thence



continue along said course a distance of 156.00 feet to a ½" rebar on the Southwesterly boundary of Dead Hollow Road South (60' R.O.W.); thence turn 34°02'29" right and run 103.99 feet along said road boundary and the following courses; 08°16'46" left for 106.88 feet; 08°16'39" left for 132.88 feet; 08°23'18" right for 42.58 feet; 14°23'02" right for 42.37 feet; 14°57'34" right for 50.28 feet; 06°42'56" right for 149.10 feet; 02°41'04" left for 128.02 feet; thence turn 01°46'50" left and run 223.05 feet along said road boundary to a ½" rebar in the center of an asphalt drive; thence turn 95°40'53" right and run 148.06 feet along said drive centerline to a ½" rebar; thence turn 05°21'11" left and run 96.02 feet along said drive centerline to a ½" rebar; thence turn 08°56'39" left and run 110.20 feet along said drive centerline to a ½" rebar; thence turn 19°31'39" right and run 38.86 feet along said drive centerline to a ½" rebar; thence turn 20°44'16" right and run 81.82 feet along said drive centerline to a ½" rebar; thence turn 25°31'03" left and run 233.56 feet to a ½" rebar; thence turn 23°17'29" right and run 83.60 feet to a ½" rebar; thence turn 18°17'45" right and run 102.63 feet to a ½" rebar; thence turn 19°52'37" right and run 98.79 feet to a ½" rebar; thence turn 40°16'12" right and run 74.56 feet to a ½" rebar; thence turn 07°31'45" right and run 139.13 feet to a ½" rebar; thence turn 14°30'10" right and run 146.72 feet to a ½" rebar; thence turn 14°34'14" left and run 178.60 feet to a ½" rebar; thence turn 12°00'27" right and run 90.45 feet to a ½" rebar; thence turn 19°59'36" right and run 249.58 feet to a ½" rebar; thence turn 32°45'01" left and run 43.20 feet to the point of beginning of herein described parcel of land, containing 14.12 acres, situated in the NW1/4 of Section 17, T20S-R2E, Shelby County, Alabama;

and the Northeast ¼ of the Northeast ¼ of the Southeast ¼ of Section 18, Township 20, Range 2 East that lies east of Yellow Leaf Creek.

*The approximate alignment and orientation of easement is as shown on the attached Exhibit A.*

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.

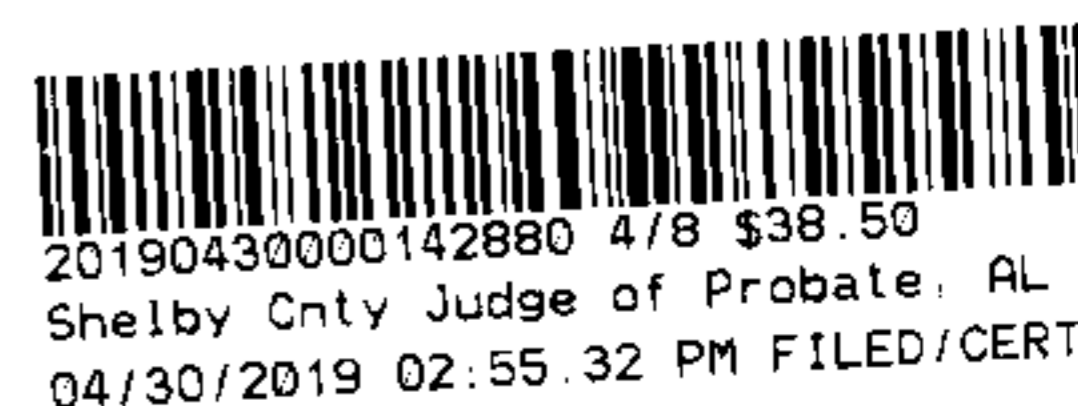
In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water and/or sanitary sewer 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 18 day of April, 2019.

By:   
J. Daniel Matheson, III, Grantor

STATE OF ALABAMA  
SHELBY COUNTY

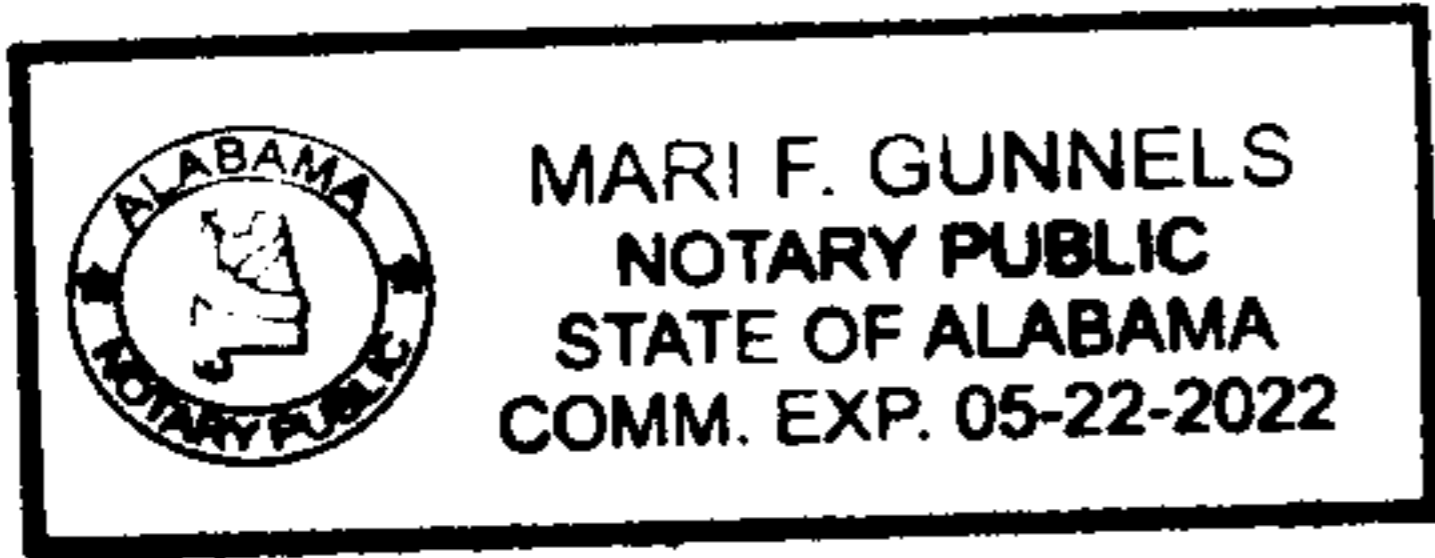
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, J. Daniel Matheson, III, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute the same voluntarily as such individual with full authority thereof.



Given under my hand and seal this the 18 day of April, 2019.

Mari F. Gunnels  
Notary Public

My commission expires 5/22/22



By: Dianne Haney Matheson  
Dianne Haney Matheson, Grantor

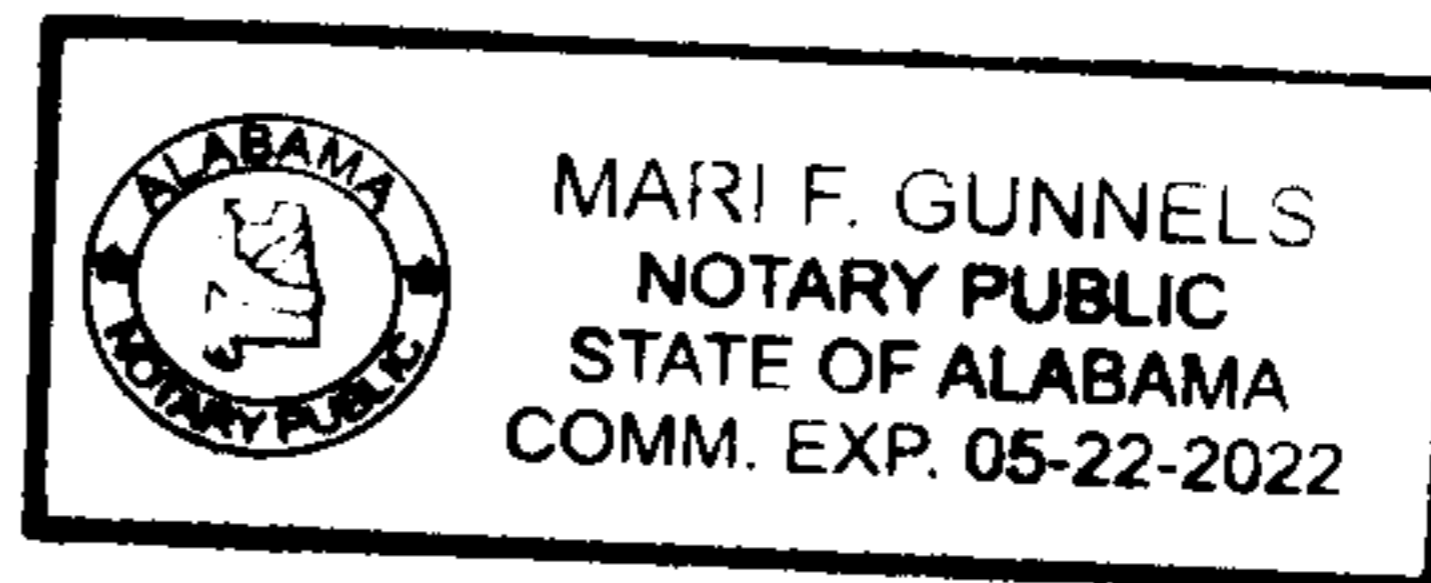
STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Dianne Haney Matheson, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 19<sup>th</sup> day of April, 2019.

Mari F. Gunnels  
Notary Public

My commission expires 5/22/22

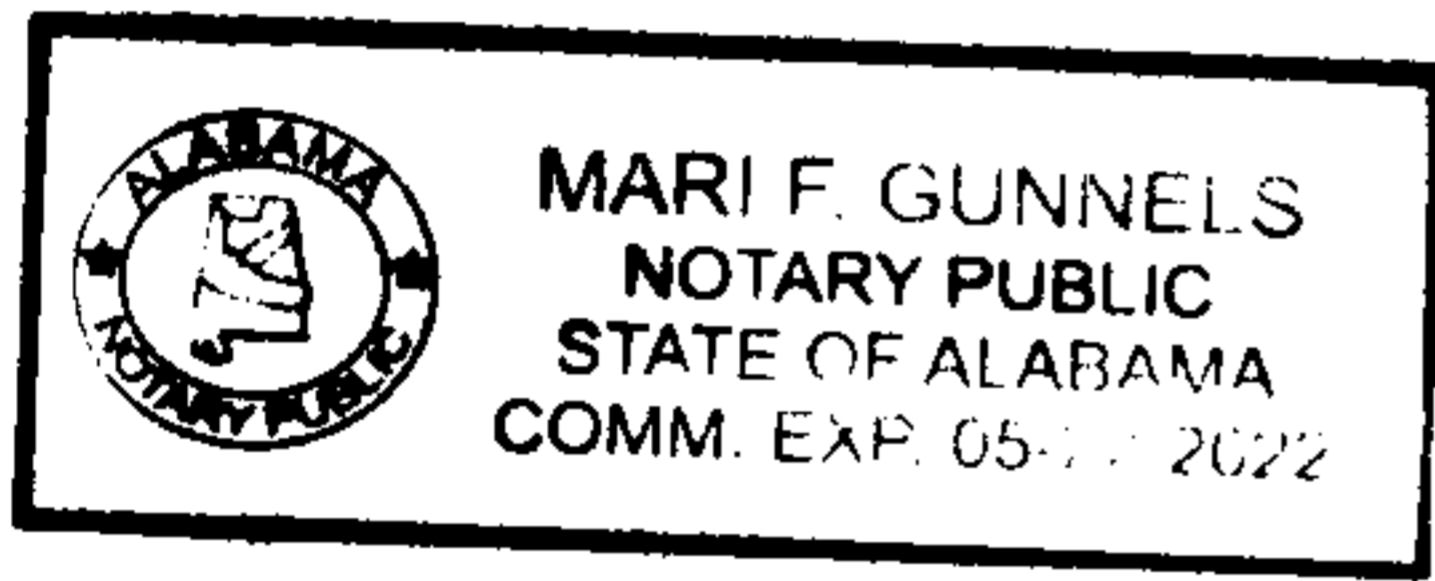


By: John T. Matheson  
John T. Matheson, Grantor

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, John T. Matheson, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 18<sup>th</sup> day of April, 2019.



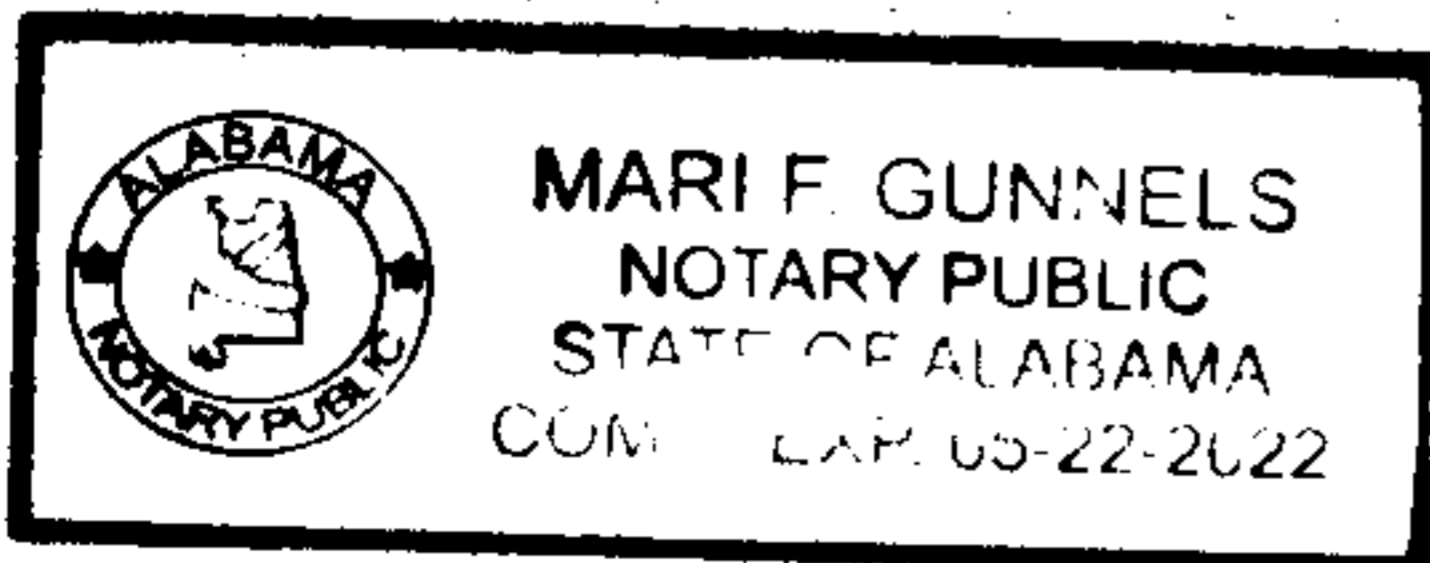
Mari F. Gunnels  
Notary Public  
My commission expires 5/22/22

By: Leslie H. Matheson  
Leslie H. Matheson, Grantor

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Leslie H. Matheson, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute the same voluntarily as such individual with full authority thereof.

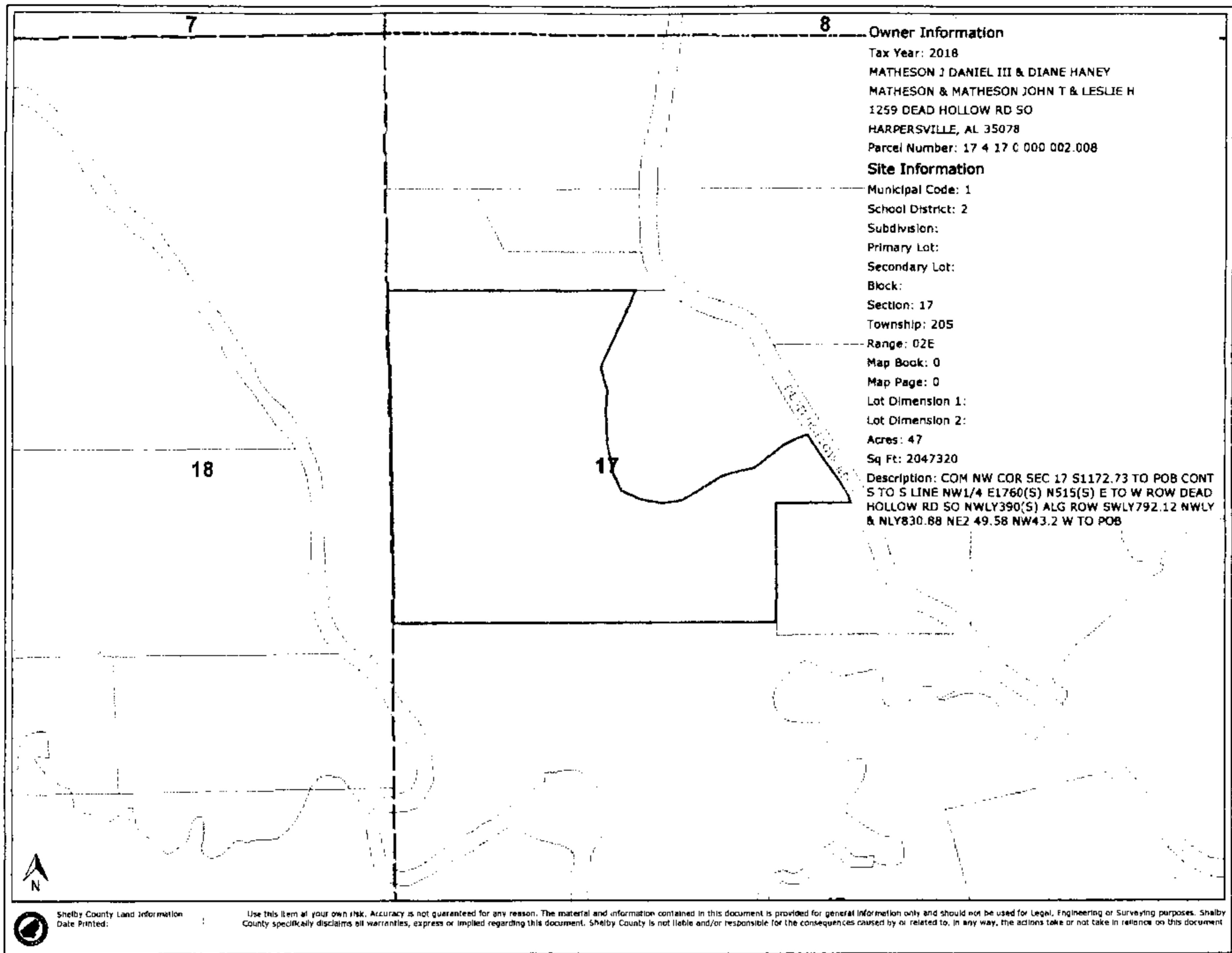
Given under my hand and seal this the 18<sup>th</sup> day of April, 2019.



Mari F. Gunnels  
Notary Public  
My commission expires 5/22/22



### EXHIBIT A



**Easement will extend sixty-five feet (65') from the centerline of the road indicated herein as Dead Hollow Road S.**



20190430000142880 7/8 \$38.50  
 Shelby Cnty Judge of Probate: AL  
 04/30/2019 02:55:32 PM FILED/CERT

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40.22.1

Grantor's Name : J. Daniel Matheson, III  
Dianne Haney Matheson, John T. Matheson , Leslie  
H. Matheson  
Mailing Address 1259 Dead Hollow Rd. So  
Harpersville, AL 35078

Grantee's Name: Town of Harpersville  
Mailing Address: P O Box 370  
Harpersville, AL 35078

Property Address: Parcel ID: 17 4 17 0 000 002.008

Date of Sale 4/19/19  
Total Purchase Price \$ 500.00  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

Bill of Sale  
 Sales Contract  
 Closing Statement  
 Appraisal  
 Other – Easement Deed

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

- Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.
- Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.
- Property address -the physical address of the property being conveyed, if available.
- Date of Sale - the date on which interest to the property was conveyed.
- Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.
- Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.
- If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975§ 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975§ 40-22-1 (h).

Date 04-30-2019

Sign John D. Arnold  
(Grantor/Grantee/Owner/Agent) Circle one  
Print JOSEPH D. ARNOLD

Unattested

\_\_\_\_\_  
(Verified by)

