

\$500

PERMANENT EASEMENT DEED


20190430000142970 1/5 \$27.50
Shelby Cnty Judge of Probate AL
04/30/2019 02:55:41 PM FILED/CERT

Frank Stitt, III
905 Conroy Road
Birmingham, AL 35222

STATE OF ALABAMA)
SHELBY COUNTY)

PID #: 17 4 17 0 000 008.001

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 20070524000242540 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

PARCEL I:

The SE 1/4 of SW 1/4, and all that part of the NW 1/4 of SE 1/4 of Section 17, Township 20 South, Range 2 East, which lies South and Southwest of Narrow Road; LESS AND EXCEPT portion thereof condemned by Alabama Power Company for the raising of water level in Yellow Leaf Creek. LESS AND EXCEPT the following described property: All that part of the SE 1/4 of SW 1/4 lying West of Yellow Leaf Creek and Morgan Creek, Section 17, Township 20 South, Range 2 East, Shelby County, Alabama. LESS AND EXCEPT that part conveyed by deed recorded in Instrument #1994-10003, in Probate Office of Shelby County, Alabama. ALSO, all that part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 20 South, Range 2 East, lying South and East of Morgan Creek.

LESS AND EXCEPT the following described property, to-wit:

For a point of beginning, commence at the Southwest corner of the NW 1/4 of SE 1/4 of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama, and proceed North 11 degrees 53 minutes 26 seconds West 433.63 feet; thence North 77 degrees 01 minutes 34 seconds East 744.85 feet to a point on the West boundary of Dead Hollow Road (paved); thence proceed along the short chords of said road the following courses: thence South 40 degrees 07 minutes 11 seconds East 69.43 feet; thence South 33 degrees 36 minutes 13 seconds East 111.03 feet; thence South 35 degrees 44 minutes 22 seconds East 129.50 feet; thence South 38 degrees 34 minutes 16 seconds East 111.60 feet; thence South 46 degrees 21 minutes 11 seconds East 89.30 feet; thence South 63 degrees 57 minutes 28 seconds East 97.86 feet; thence South 84 degrees 15 minutes 35 seconds East 105.67 feet; thence North 86 degrees 01 minutes 41 seconds East 131.22 feet; thence leaving said road proceed South 1 degrees 21 minutes 27 seconds West 189.55 feet to a point on the South boundary of the aforementioned NW 1/4 of SE 1/4; thence North 88 degrees 06 minutes 38 seconds West along the South boundary of said Quarter-Quarter Section for 1272.69 feet, back to the point of beginning.

The above described parcel of land is located in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama.

Situated in Shelby County, Alabama.

PARCEL II:

For a point of beginning, commence at the Southwest corner of the NW 1/4 of SE 1/4 of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama, and proceed North 11 degrees 53 minutes 26 seconds West 433.63 feet; thence North 77 degrees 01 minutes 34 seconds East 744.85 feet to a point on the West boundary of Dead Hollow Road (paved); thence proceed along the short chords of said road the following courses: thence South 40 degrees 07 minutes 11 seconds East 69.43 feet; thence South 33 degrees 36 minutes 13 seconds East 111.03 feet; thence South 35 degrees 44 minutes 22 seconds East 129.50 feet; thence South 38 degrees 34 minutes 16 seconds East 111.60 feet; thence South 46 degrees 21 minutes 11 seconds East 89.30 feet; thence South 63 degrees 57 minutes 28 seconds East 97.86 feet; thence South 84 degrees 15 minutes 35 seconds East 105.67 feet; thence North 86 degrees 01 minutes 41 seconds East 131.22 feet; thence leaving said road proceed South 1 degrees 21 minutes 27 seconds West 189.55 feet to a point on the South boundary of the aforementioned NW 1/4 of SE 1/4; thence North 88 degrees 06 minutes 38 seconds West along the South boundary of said Quarter-Quarter Section for 1272.69 feet, back to the point of beginning.

The above described parcel of land is located in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 17, Township 20 South, Range 2 East, Shelby County, Alabama.
Situating in Shelby County, Alabama.

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 11th day of April, 2019.

By: [Signature]
Frank Stitt, Grantor

STATE OF ALABAMA
SHELBY COUNTY

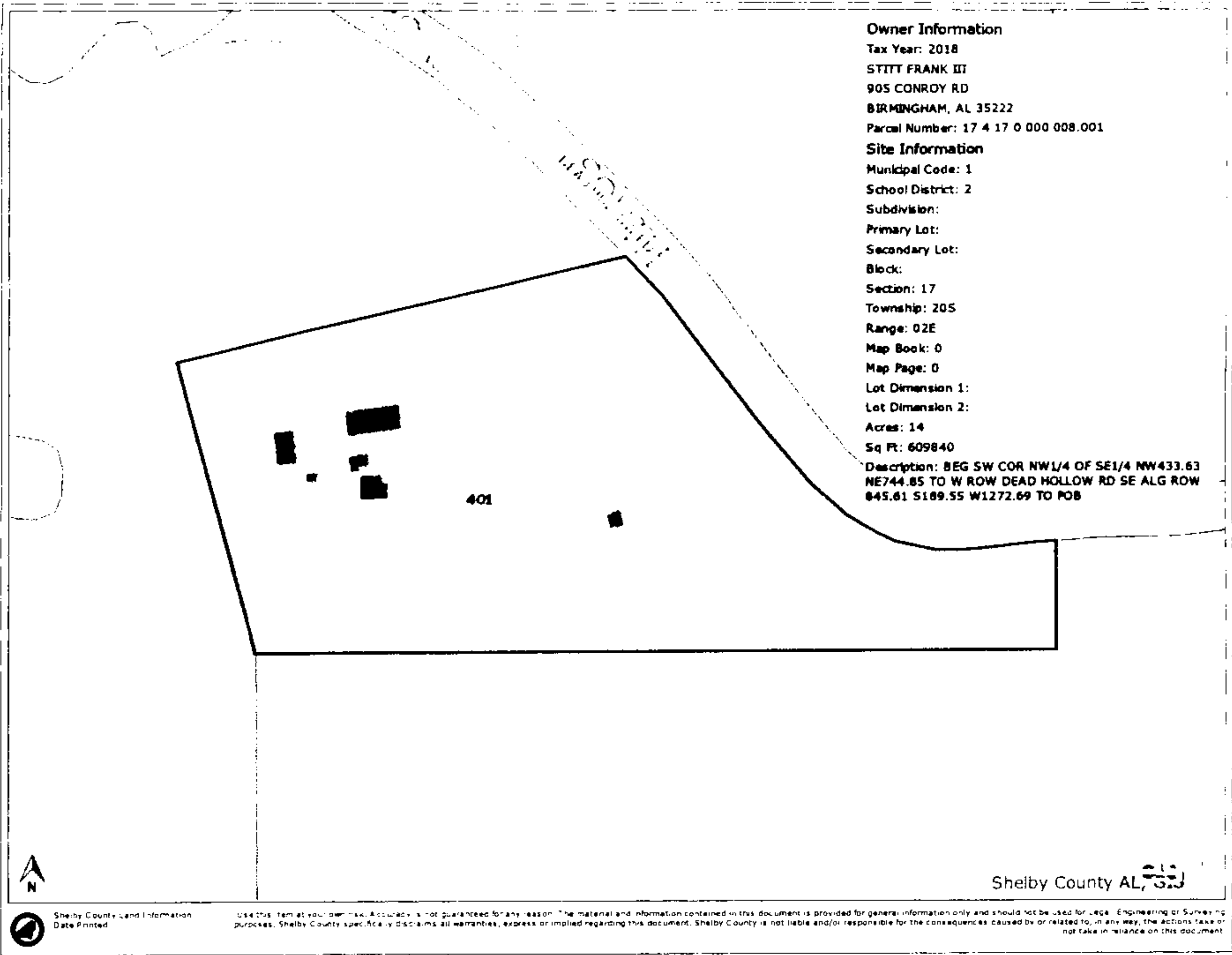
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Frank Stitt, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does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

Given under my hand and seal this the 11 day of April, 2019.

[Signature]
Notary Public

My commission expires 1-26-21

EXHIBIT A



Easement will extend fifty feet (50') from the centerline of the road indicated herein as Dead Hollow Road S.

20190430000142970 4/5 \$27.50
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Real Estate Sales Validation Form

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

Grantor's Name : Frank Stitt, III

Grantee's Name: Town of Harpersville

Mailing Address 905 Conroy Road
Birmingham, AL 35222

Mailing Address: P O Box 370
Harpersville, AL 35078

Property Address: Parcel ID: 17 4 17 0 000 008.001

Date of Sale 4/11/19

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

(Grantor/Grantee/Owner/Agent) circle one

Print

JUSTIN D ARNOLD

☐ Unattested

(Verified by)

