

## RIGHT OF WAY DEED FOR PERMANENT EASEMENT

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STATE OF ALABAMA

COUNTY OF SHELBY

Know All Men by These Presents: That in consideration of **Ten and no/100 Dollars (\$10.00)**, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt where is acknowledged, **DONOVAN INVESTMENTS, LLC** (herein referred to as Grantor), grant, bargain, sell and convey unto **SHELBY COUNTY**, a political subdivision of the State of Alabama (herein referred to as Grantee), its agents, successors and assigns from the date hereof, a permanent and perpetual right-of-way and easement, together with full and unrestricted right of ingress thereto and egress therefrom, for the purpose of presently and from time to time in the future, excavating, constructing, installing, operating, opening, closing, improving, and/or repairing a utility line in, under, through and upon such land hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over and across that certain real property situated in **Shelby County, Alabama** and more particularly described as follows:

**A parcel of land situated in the SW 1/4 of the SW 1/4 and in the SE 1/4 of the SW 1/4 of Section 2, Township 20 South, Range 2 West and being more particularly described as follows:**

**Commence at the Southwest corner of Section 2, Township 20 South, Range 2 West; thence run S 88°34'09" E along the North boundary of said Section 11 a distance of 1149.07' to a point on the northerly boundary of CSX Transportation; thence N 47°58'13" E along the northerly boundary of said railroad right of way a distance of 595.40' to the point of a curve to the right having a radius of 5779.58', a central angle of 3°53'13", and subtended by a chord which bears N 50°08'33" E, a chord distance of 392.00', thence along said curve and right of way an arc distance of 392.08' to the Point of Beginning; thence continue along said curve and right of way a arc distance of 4.60' to a point on the westerly right of way Kendrick Road; thence N 33°54'50" W along said right of way a distance of 134.80'; thence N 29°02'40" W along said right of way a distance of 107.64' to the southerly right of way of Shelby County Highway 11; thence S 70°08'38" W along said right of way a distance of 962.47'; thence S 21°20'30" E a distance of 5.00'; thence N 70°08'38" E a distance of 926.15'; thence S 64°51'22" E a distance of 47.45'; thence S 33°03'56" E a distance of 76.28'; thence S 33°31'01" E a distance of 97.68'; thence S 33°54'21" E a distance of 31.65' to the Point of Beginning.**

**Containing 0.15 acres, more or less.**

TO HAVE AND TO HOLD to the said right-of-way and easement perpetually to the Grantee, its successors and assigns, together with all rights and privileges necessary or convenient for the full enjoyment or the use for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way that may interfere with the proper construction, operation, and maintenance of said easement and right of way; PROVIDED, that the Grantor herein shall have and expressly reserve to the Grantor the right to use and enjoy the premises above described, so long as said use and enjoyment does not interfere with the use by the Grantee, its successors and assigns, for the purposes herein instated; AND PROVIDED FURTHER, that this easement and right-of-way shall terminate by operation of law if Grantee ceases to use said property for the purposes herein stated, or if said property is abandoned by the Grantee.

And 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 convenience for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said easement and on the lands of the undersigned adjacent to said strip when deemed reasonable necessary for the avoidance of danger in and about said public use of said right-of way and easement.

And the Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise stated above; that it has a good right to sell and convey the same as aforesaid; that it will and its 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.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument upon the date first above written.

DONOVAN INVESTMENTS, LLC

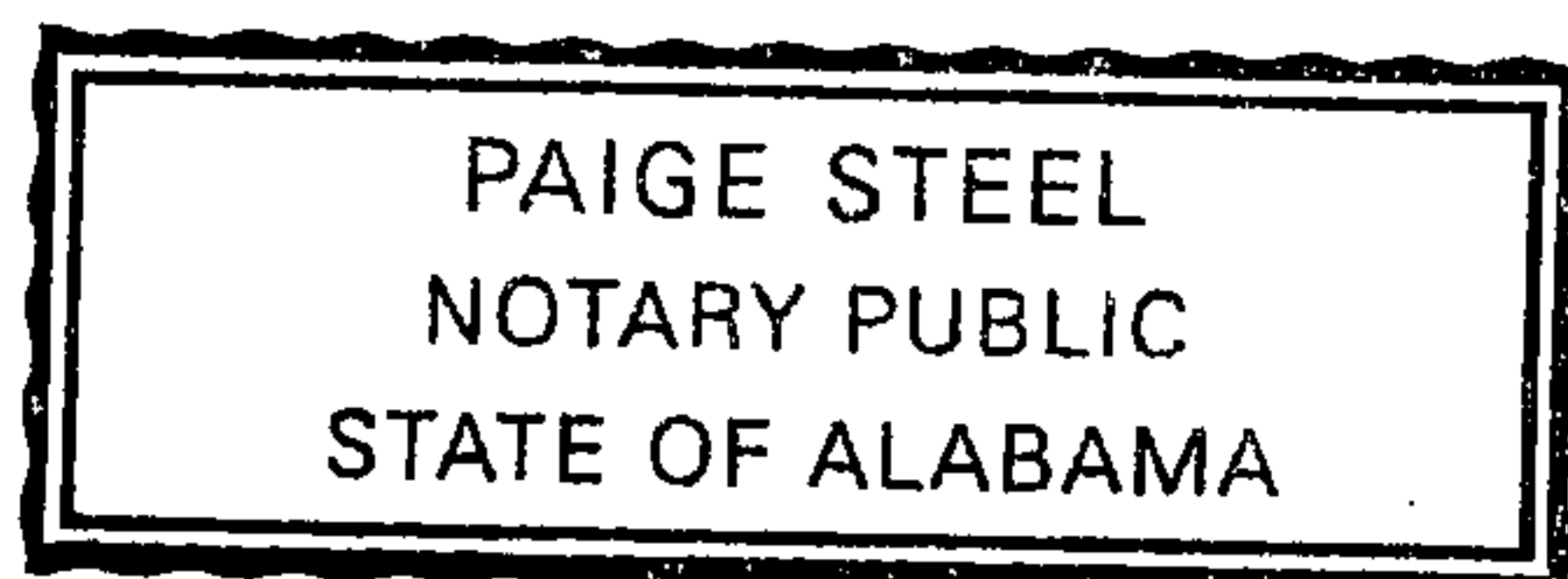
  
BY: Michelle Donovan  
ITS: Managing Member

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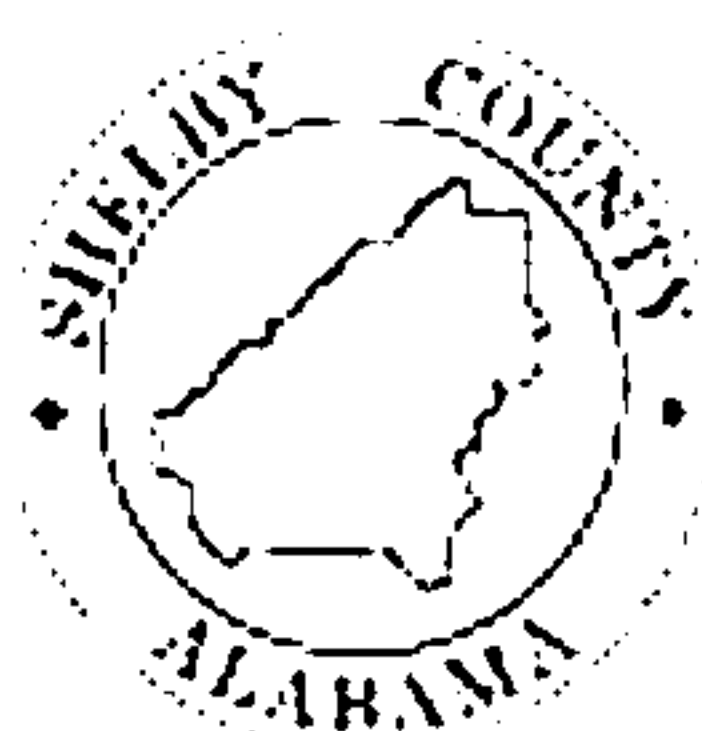
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Michelle Donovan**, whose name as **Managing Member of Donovan Investments, LLC**, is signed to the foregoing conveyance, and who is known to me acknowledged before me on this date, that being informed of the contents of this conveyance she as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the 10<sup>th</sup> day of March, 2021.



  
NOTARY PUBLIC  
My Commission Expires: 6/5/2024

PREPARED BY:  
B. Christopher Battles  
3150 Highway 52 West  
Pelham, AL 35124



Filed and Recorded  
Official Public Records  
Judge of Probate  
Clerk  
Shelby County, AL  
07/14/2021 01:53:52 PM  
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