

This instrument was prepared without benefit of title evidence or survey by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051



20220329000126120 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
03/29/2022 08:13:29 AM FILED/CERT

PERMANENT EASEMENT AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of one new 1" Water Service (includes 1" tap \$1000, 1" system development fee \$3000, and 1" meter, double check valve backflow, and box \$550) to be installed to the meter by the Alabaster Water Board at a mutually agreed upon location, the receipt whereof is hereby acknowledged, the undersigned Danny McGee, and unmarried man (hereafter the GRANTOR) hereby grants, sells, and conveys to the Alabaster Water Board (hereafter the GRANTEE), its agents, successors, and assigns a permanent exclusive 10-foot wide utility easement and right of ingress and egress to and from, also over and across a parcel of land (hereafter the EASEMENT AREA) for the purpose of constructing, operating, maintaining and repairing a water line or lines, pipes, valves, and associated equipment, at the sole discretion of the GRANTEE. This also include temporary use of the lot for use during the installation of a bore pit. Said Easement Area being more particularly described as follows:

10' wide inside property following Alabama Highway 119 Right of Way and County Road 12 (Butler Road Right of Way) from the northern most property line to the western property line along the right of way, over and across the following described property:

A tract of land situated in the SW¼ of Section 14, Township 21 South, Range 3 West, more particularly described as follows:



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Commence at the SW corner of said $\frac{1}{4}$ section and run East along South line 1131.76 feet; thence left 93 degrees 10 minutes 00 seconds and run 34.50 feet to the point of beginning; thence continue along last described course 110.5 feet; thence right 93 degrees 06 minutes 36 seconds and run 179.77 feet to a point on the West right of way of State Highway No. 119; thence right 74 degrees 04 minutes 17 seconds and run along the chord of a curve to the right 113.43 feet; thence right from extended chord 105 degrees 36 minutes 25 seconds and run along North right of way of County Road 12 for 225.65 feet to the point of beginning. Situated in Shelby County, Alabama.

The GRANTEE shall have the right and privilege of a perpetual use of said Easement Area 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 Easement Area and on the lands of the undersigned adjacent to said strip when and to the extent deemed reasonably necessary for the avoidance of danger to or interference with the public use of the easement.

This Agreement is made subject to the following:

- (1) The rights and easements granted herein are granted subject to all matters of record.
- (2) All installation, construction, maintenance and any other work performed by, for, at the direction of, on behalf of, or under the supervision of GRANTEE under or pursuant to this Agreement shall be performed (i) in a good and workmanlike manner by qualified contractors that are licensed and insured (with customary limits of insurance), (ii) in a lien-free manner, (iii) in compliance with all applicable laws, codes, ordinances, rules, regulations and any agreements or restrictions to which the Easement Area is subject, and (iv) in such a manner so as to minimize any disruption of GRANTOR'S property located adjacent to the Easement Area and/or the business operations thereon. Upon the commencement of any such installation,

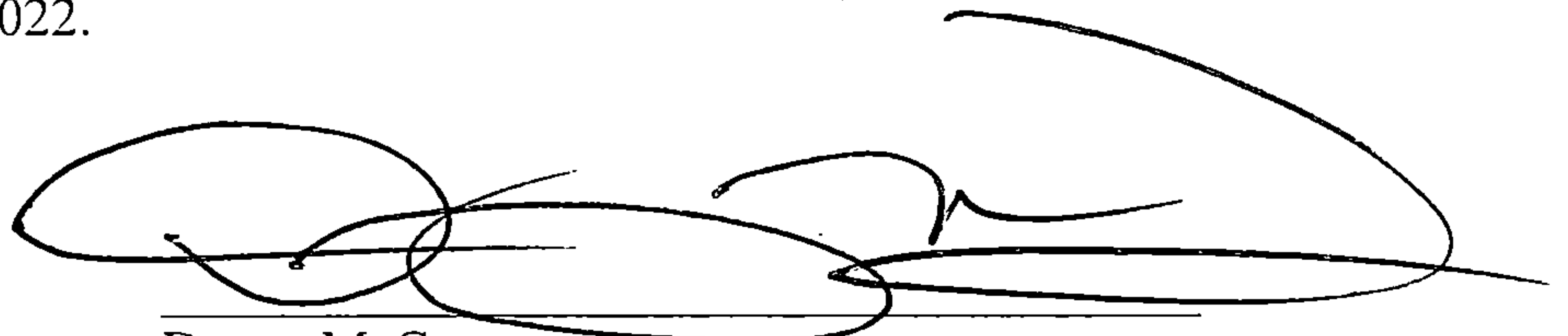
construction or maintenance, GRANTEE shall thereafter diligently pursue the same to completion in an expeditious manner.

(3) GRANTEE, at its expense, shall promptly repair and restore any portion of the Easement Area or GRANTOR'S property located adjacent thereto that is damaged or disturbed as a result of GRANTEE'S exercise of its rights hereunder, and shall return any such property to substantially the same condition as existed immediately prior to such exercise.

(4) GRANTOR, for itself and its heirs, successors and assigns, expressly reserves the right to use and enjoy, or continue to use and enjoy, the Easement Area and GRANTOR'S property located adjacent thereto in any manner and for any purpose that is not inconsistent with GRANTEE'S rights hereunder, including, without limitation, for the installation of paving and/or landscaping within the Easement Area and/or GRANTOR'S property located adjacent thereto except for driveways.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has hereto set his signature and seal, this the 22nd day of March, 2022.



Danny McGee
208 Highland Lakes Drive
Birmingham, Alabama 35242

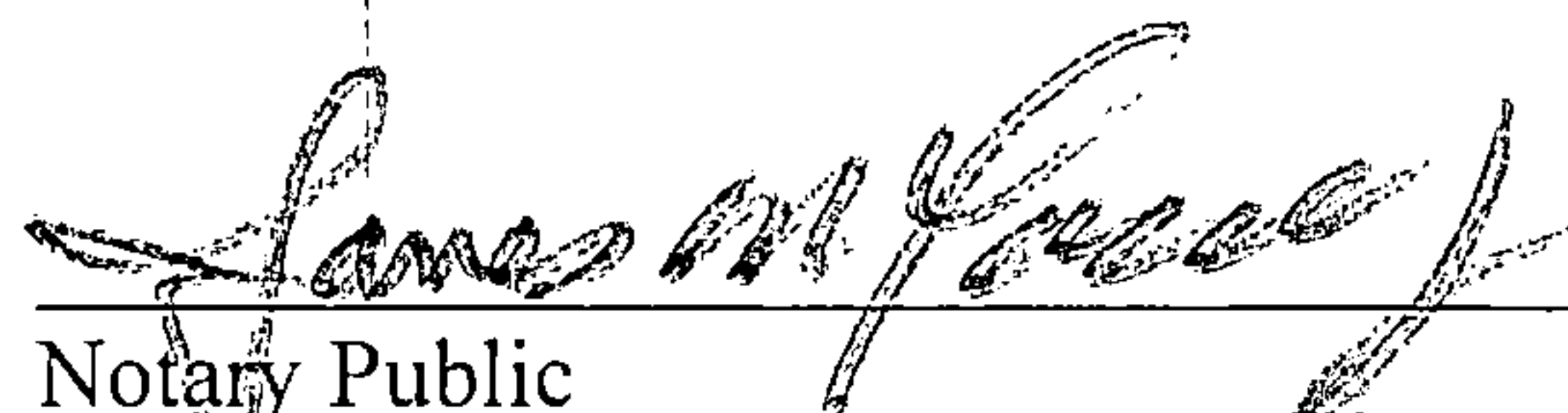
STATE OF ALABAMA
COUNTY OF SHELBY



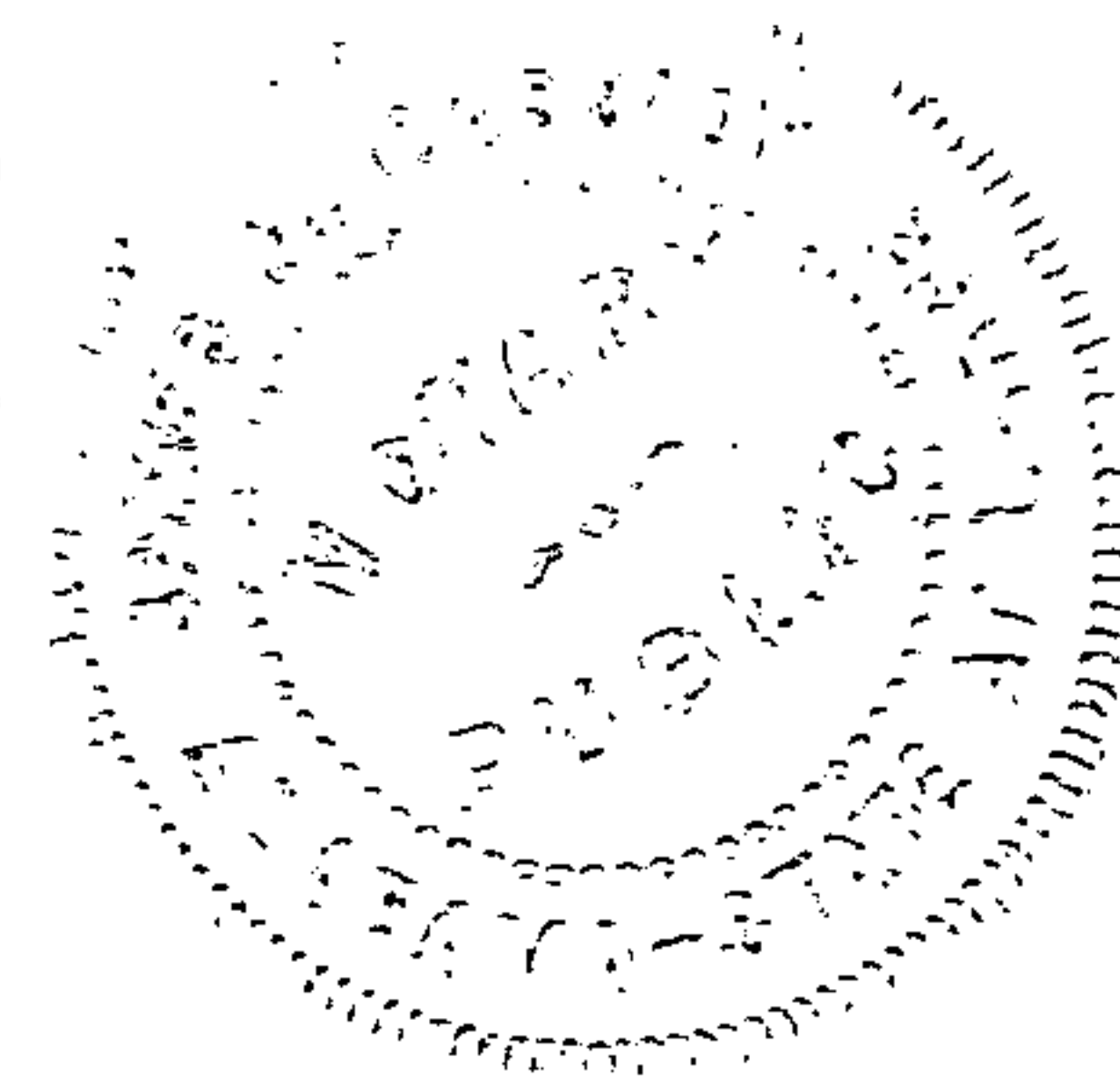
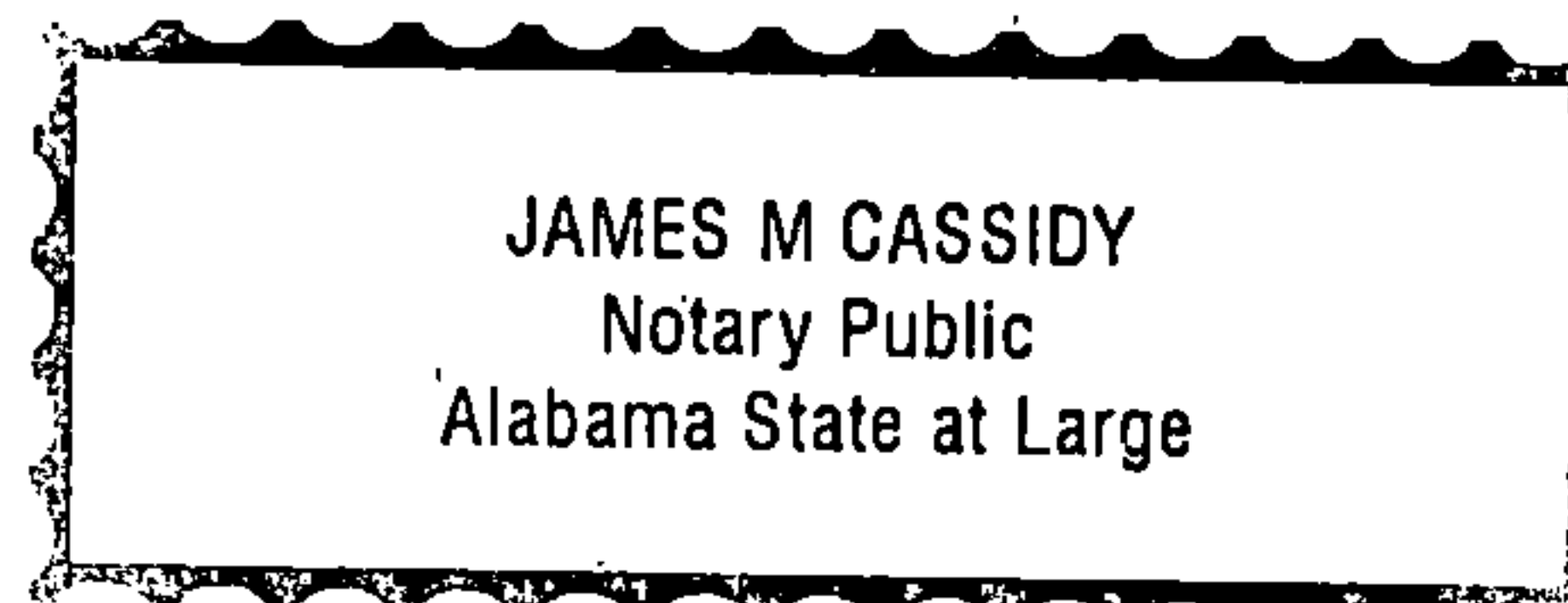
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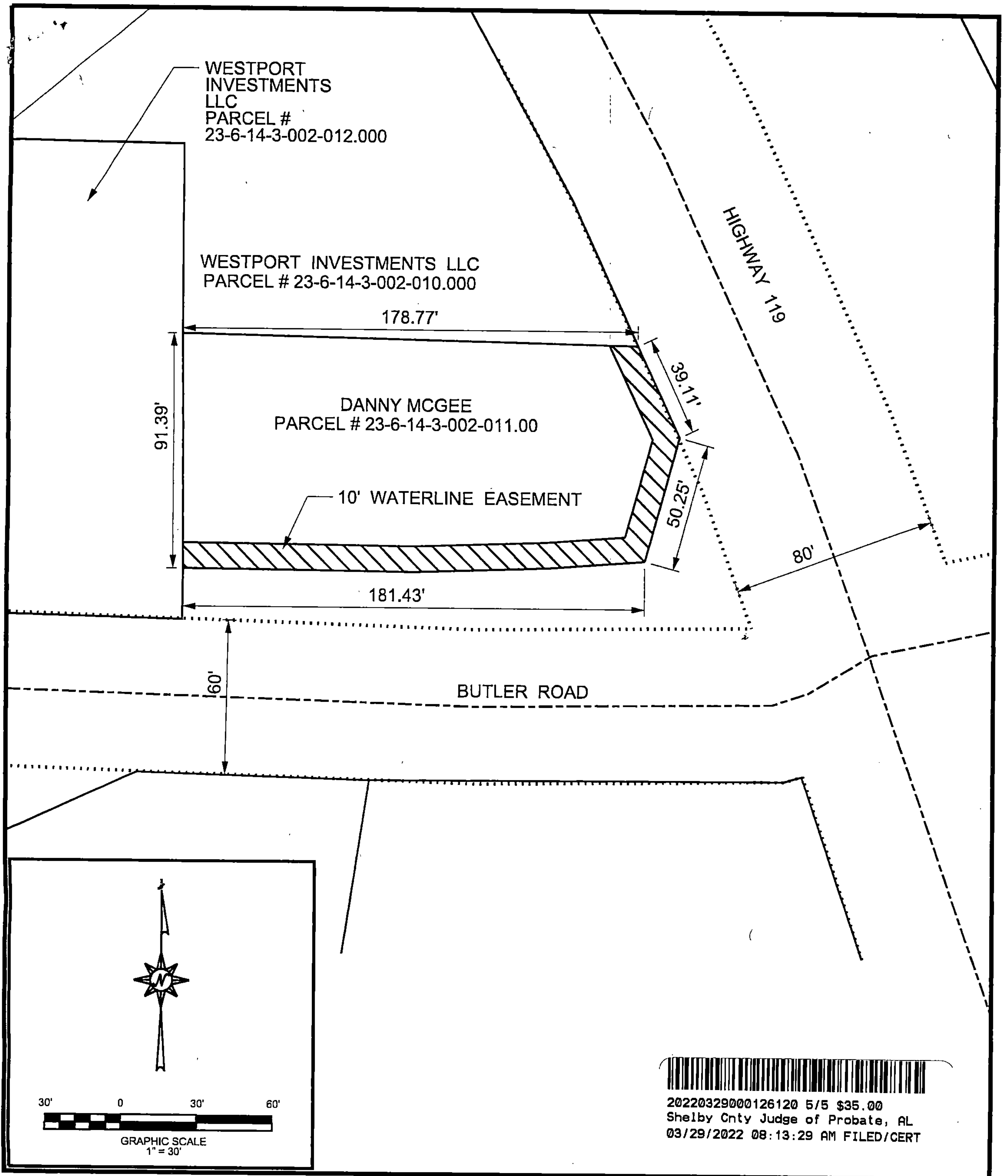
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Danny McGee, an individual, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2022.



Notary Public
My commission expires: 10/1/22





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