



20220421000164140 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
04/21/2022 12:41:01 PM FILED/CERT

PERMANENT EASEMENT DEED

Easement Name: Yellow Leaf Farms Common Area Easement

PID 16-2-04-0-000-999.999

**STATE OF ALABAMA)
SHELBY COUNTY)**

Grantor: Statewide Corporation

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (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 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 **Plat Book 54 Page 76**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

20 FOOT WATER EASEMENT YELLOW LEAF FARMS RESURVEY

A 20 foot wide water easement being 20 feet in equal with on the Easterly side of the following described line: Commence at the Northwest corner of Lot No. 201 of the Resurvey of Lots 17A, 18A, 19A, 21A, 22A, 23A, 24A, 25A, 26A, 27A, 28A, 29A, 30A, 34A, 35A, 36A, 37A, 38A, 39A and Common Area as recorded in Map Book 41 at Page 139 and re-recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 54 at Page 76, said point being located on the Easterly right-of-way of Pure Leaf Drive and also being the point of beginning of said 20 foot water easement. From this beginning point proceed Northeasterly along the Easterly right-of-way of Pure Leaf Drive and along the Westerly boundary of said 20 foot easement for a distance of 30.20 feet to the P. C. of a concave curve right having a radius of 25.0 feet and delta angle of 67° 58' 08"; thence proceed Northeasterly along the curvature of said curve and along the Easterly right-of-way of said road for an arc distance of 29.66 feet to the P. T. of said curve, which is also the P. C. of a concave curve left having a radius of 55.0 feet and a delta angle of



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146° 18' 05"; thence proceed Northwesterly along the curvature of said curve and along the Easterly right-of-way of said road for an arc distance of 140.44 feet to the termination of said 20 foot water easement.

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



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and repair of said water line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will by a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 31st day of March, 2022.

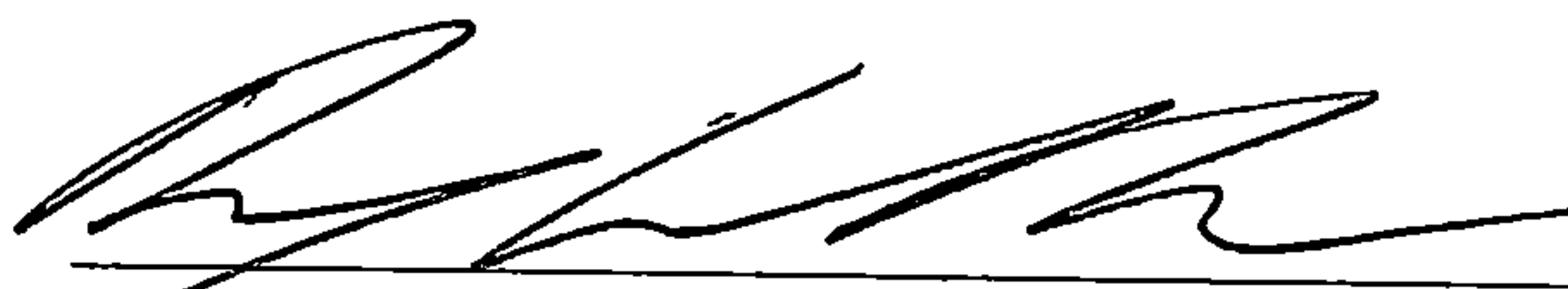
By: 

Paul B. Lee
By: President, Statewide Corporation
Authorized Representative

STATE OF KENTUCKY
WARREN COUNTY

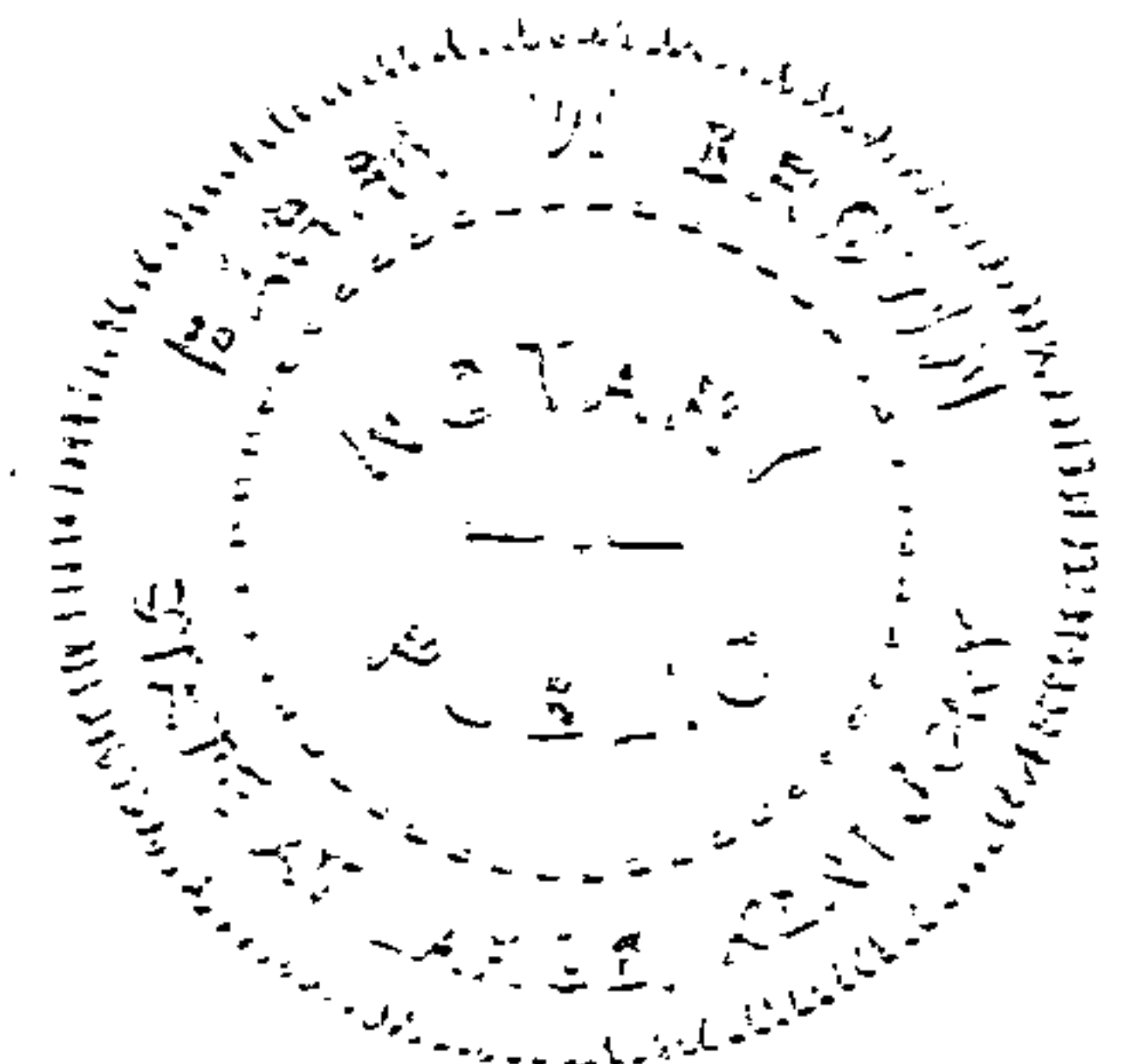
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Paul B Lee whose name is signed to the foregoing certificate
as President, Statewide Corp., and who is known to me, acknowledged
before me, on this date that after being duly informed of the contents of said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

Given under my hand and seal this the 31 day of March, 2022

 609775

Notary Public for the State of Kentucky

My commission expires 10/01/2022





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