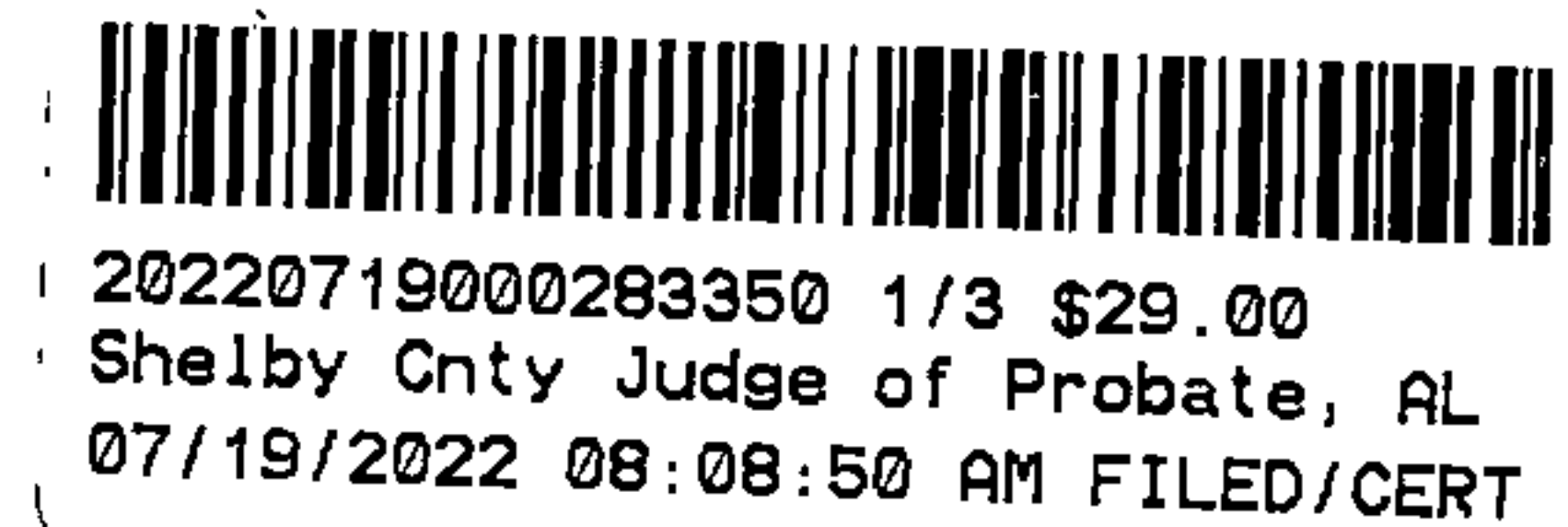


PERMANENT EASEMENT DEED



Waterline Easement

PID 15 3 05 0 000 036.002

**STATE OF ALABAMA)
SHELBY COUNTY)**

The Broadway Group, LLC

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 **Instrument 20220321000114820**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

ALL THAT PART OF SECTION 4, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 39 AND THE WESTERN RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 36; THIS POINT IS FURTHER DESCRIBED AS THE SOUTHEASTERN CORNER OF THE BROADWAY PROPERTY; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE WESTERN RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 36 NORTH 33 DEGREES 37 MINUTES 40 SECONDS WEST A DISTANCE OF 143.03 FEET TO THE POINT OF BEGINNING;
THENCE FROM SAID POINT OF BEGINNING NORTH 33 DEGREES 37 MINUTES 40 SECONDS WEST ALONG THE WESTERN RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 36 A DISTANCE OF 10.00 FEET TO A POINT;
THENCE LEAVING THE WESTERN RIGHT-OF-WAY OF SHELBY COUNTY HIGHWAY 36 SOUTH 56 DEGREES 22 MINUTES 20 SECONDS WEST A DISTANCE OF 10 FEET TO A POINT;
THENCE SOUTH 33 DEGREES 37 MINUTES 40 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 56 DEGREES 22 MINUTES 20 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 100 SQUARE FEET (0.0023 ACRES) MORE OR LESS.



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Shelby Cnty Judge of Probate, AL
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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 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 14th day of July, 20 22.



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Shelby Cnty Judge of Probate, AL
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By: _____

By: Robert M. Broadway/Member
Authorized Representative

STATE OF ALABAMA
MADISON COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Robert M. Broadway whose name is signed to the foregoing certificate as Member, 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 14th day of July, 2022

Notary Public for the State of Alabama

My commission expires 7/2/2023

