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09/29/2022 01:07:01 PM  
ESMTAROW 1/3

PERMANENT EASEMENT DEED

**Utility Easement**

This Instrument was Prepared without  
Examination of Title by  
Lisa H. Dorrough  
2170 Highland Ave S Suite 250  
Birmingham, AL 35205

**PID 03-9-29-0-001-003.002**

**Grantors Legal Name**  
**Morrow-Greystone, LLC**  
**820 Shades Creek Pkwy Suite 2300**  
**Birmingham, AL 35209**

**STATE OF ALABAMA )**  
**SHELBY COUNTY     )**

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, address 200 W. College St, Suite 145, Columbiana, AL 35051), 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 **Deed Book \_\_\_\_\_44\_\_\_\_\_Page 123\_\_\_\_\_**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

**20'x48' UTILITY EASMENT:**

Commencing at a 3/4" crimp at the Northeast Corner of the Southwest Quarter of the Northeast Quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama and the Northwesterly corner of LOT 3 of MORROW-GREYSTONE, LLC as recorded in Map Book 44, Page 123, Shelby County Probate Office, Shelby County, Alabama; thence S 25°08'04" W along the westerly boundary of said LOT 3 a distance of 270.03'; thence S 21°07'25" W a distance of 57.92' to a point on the Southerly boundary of Greystone Oaks Drive and the Northerly Corner of LOT 2 of said MORROW-GREYSTONE, LLC; thence Southeasterly along the southerly boundary of said road with a curve turning to the left having an arc length of 102.08', a radius of 55.0', a chord bearing of S 57°09'45" E and a chord length of 88.05'; thence continue along said road with a reverse curve turning to the right having an arc length of 18.81', a radius of 25', a chord bearing of S 88°47'09" E and a chord length of 18.36' to the point of beginning of a 20 foot wide utility easement more particularly described as follows; thence leaving said road boundary S 27°55'09" W a distance of 38.27'; thence S 64°18'00" E a distance of 20.02'; thence N 27°55'09" E a distance of 38.13' to the boundary of said road; thence N 27°55'09" E a distance of 9.86'; thence N 64°18'00" W a distance of 20.02'; thence S 27°55'09" W a distance of 9.72' to the point of beginning; being 959.8 sq. ft. in the Southwest

Quarter of the Northeast Quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama. Subject to all easements and rights of way of record.

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 28<sup>th</sup> day of September, 2022.

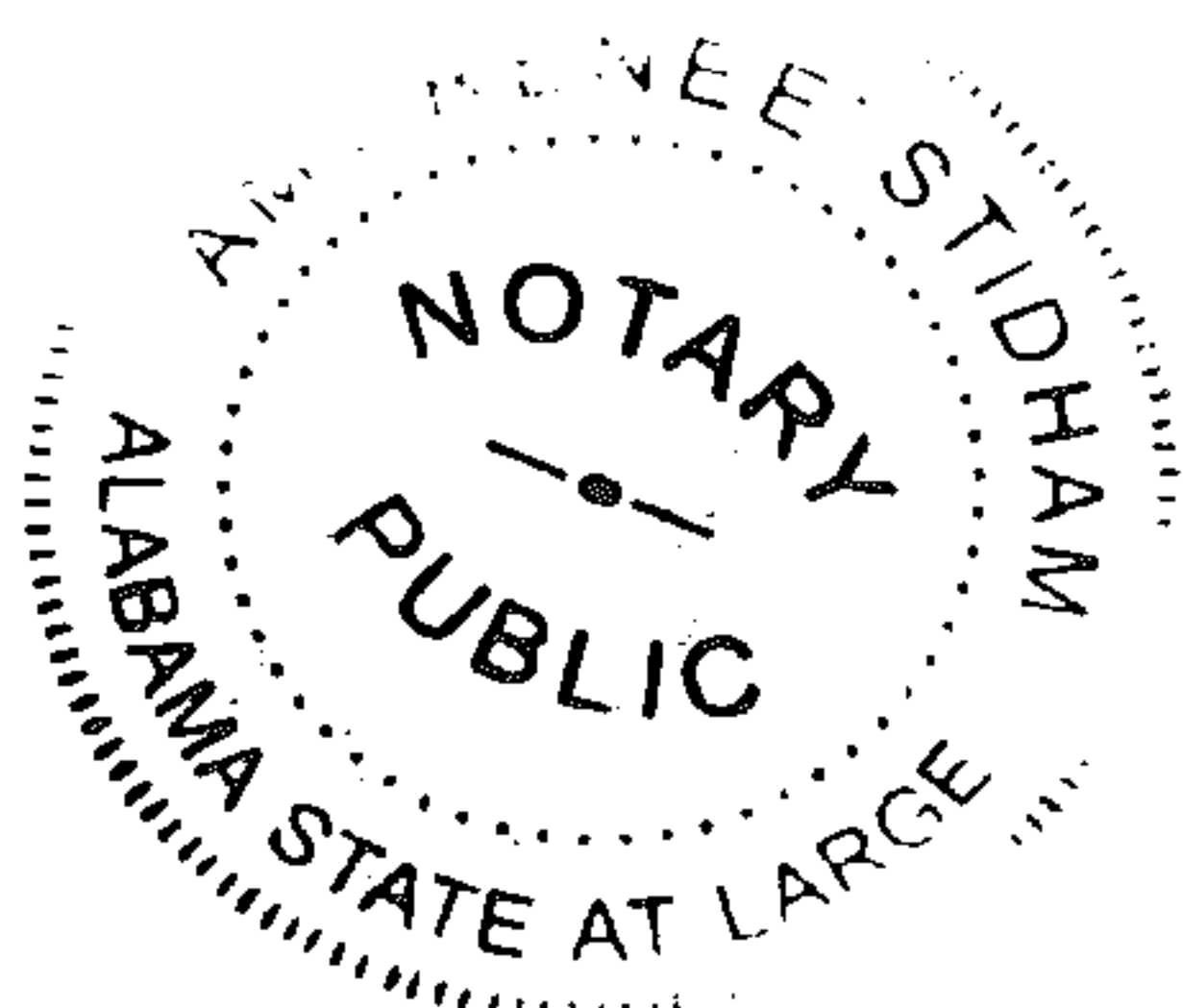
By: [Signature]  
**Morrow-Greystone, LLC, an Alabama**  
**limited liability company**  
Name: Ingram D. Tynes  
Its: manager

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Ingram D. Tynes whose name as manager of Morrow-Greystone, LLC, an Alabama limited liability company is signed to the foregoing certificate 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 28<sup>th</sup> day of September, 2022

[Signature]  
Notary Public for the State of Alabama  
My commission expires 6/27/2023



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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/29/2022 01:07:01 PM  
\$29.00 BRITTANI  
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[Signature]