

PERMANENT EASEMENT DEED

20231122000341850 1/3 \$38.00
Shelby Cnty Judge of Probate, AL
11/22/2023 01:40:06 PM FILED/CERT

Easement Name Water Vault Easement

PID 09 3 05 0 001 001.002

**STATE OF ALABAMA)
SHELBY COUNTY)**

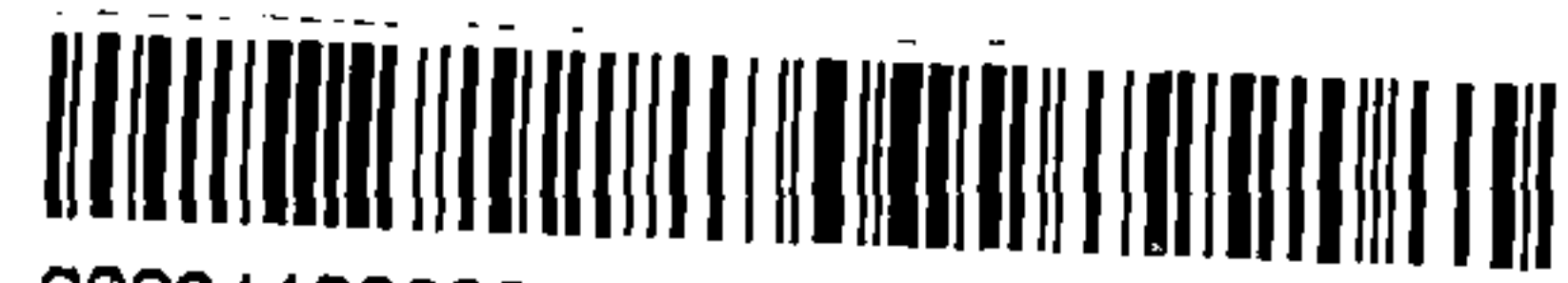
**Adamco, LLC
P.O. Box 141
Leeds, AL 35094**

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 **Map Book 20, Page 57**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

An easement for a water vault, lying within Lot 2, according to the survey of Greystone Commercial, as recorded in Map Book 20, Page 57, in the office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

AN EASEMENT SITUATED IN SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A REBAR CAPPED (JAM III) MARKING THE NW CORNER OF LOT 2, ACCORDING TO GREYSTONE COMMERCIAL SUBDIVISION, AS RECORDED IN MAP BOOK 20, PAGE 57, IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA, SAID POINT ALSO LYING ON THE SOUTH RIGHT-OF-WAY LINE OF VILLAGE STREET; THENCE RUN S 69°21'11" E ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG SAID RIGHT-OF-WAY FOR 355.36' TO A SET REBAR CAPPED (EDG), SAID POINT LYING ON A CURVE TO THE LEFT, HAVING A RADIUS OF 561.15', AN DELTA ANGLE OF 19°33'07", A CHORD BEARING OF S 79°07'44" E, AND A CHORD DISTANCE OF 190.56'; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY FOR 191.49' TO THE POINT OF BEGINNING, SAID POINT LYING ON A COMPOUND CURVE, HAVING A RADIUS OF 561.15, A DELTA ANGLE OF 1°25'46", A CHORD BEARING OF S 89°37'10" E, AND A CHORD DISTANCE OF 14.00'; THENCE RUN ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY FOR 14.00' TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN S 00°25'30" W FOR 14.00' TO A POINT; THENCE RUN N 89°37'10" W FOR 14.00' TO A POINT; THENCE RUN N 00°25'30" W FOR 14.00' TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINS 196 SQUARE FEET MORE OR LESS.



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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 by a benefit to the property of the undersigned.



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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and

seals, all on this 22 day of November, 2023.

By: Lee Schmitt

By: President
Authorized Representative

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Lee Schmitt / ADAMCO, LLC whose name is signed to the foregoing certificate
as Owner, 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 22nd day of November, 2023.

[Signature]
Notary Public for the State of Alabama

My commission expires 2.6.27

