

20231128000344230 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
11/28/2023 11:30:01 AM FILED/CERT

This Instrument Prepared By:
Jake K. Watson
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

Source of Title: **Instrument No. 20100322000081620**

PID: **09-7-35-0-004-009.000**

Prepared without the benefit of title examination.

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**PERMANENT EASEMENT FOR
WATER LINE**

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, ALABAMA** ("Grantee"), the receipt whereof is hereby acknowledged, we, the undersigned ("Grantors"), do hereby grant, bargain, and convey unto the 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 No. 20100322000081620, in the office of the Judge of Probate, Shelby County, Alabama (the "Grantors' Property"), and said strip of land being depicted on **Exhibit "A"** and more particularly described as follows (collectively, the Land):

30' Easement:

A 30' WATER LINE EASEMENT LOCATED IN THE SW 1/4 OF SECTION 35 AND THE SE 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND REBAR CAPPED (EDG) MARKING THE NW CORNER OF LOT 53, ACCORDING TO THE FINAL PLAT OF CHELSEA ACRES SECTOR 1B, AS RECORDED IN MB 58, PAGE 16 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA; THENCE RUN N 22°33'16" E ALONG THE NW LINE OF SAID SUBDIVISION FOR 61.24' TO A POINT; THENCE LEAVING SAID SUBDIVISION RUN N 81°05'54" W FOR A DISTANCE OF 32.57' TO A POINT; THENCE RUN S 35°45'45" W FOR A DISTANCE OF 134.41' TO A POINT; THENCE RUN S 88°01'04" W FOR A DISTANCE OF 289.20' TO THE POINT OF BEGINNING OF THE CENTER LINE OF SAID 30' EASEMENT BEING 15' ON EITHER SIDE HEREIN DESCRIBED: THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 329.77' TO THE POINT OF TERMINATION OF SAID EASEMENT. SAID EASEMENT ABUTTING THE SOUTH LINE OF SAID

PARCEL.

The Grantee shall have the right and privilege of a perpetual use of the Land 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 Land and on the portions of Grantors' Property adjacent to said Land when deemed reasonably necessary for the avoidance of danger in and about said public use of said Land.

The Grantee shall have free access, ingress and egress to and from said land over and across the portions of Grantors' Property adjacent to the Land for the purposes herein mentioned, and the Grantors shall erect no structures on the portions of Grantors' Property within the Land, 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 the Land or interfere with the right of the Grantee to enter upon the 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 portions of Grantors' Property adjacent to the Land for the purposes heretofore expressed. Any and all disturbed areas within the Grantors' Property 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. Grantors 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.

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IN WITNESS WHEREOF, the GRANTORS herein, have executed or caused to be executed, on this 27th day of November, 2023.

GRANTORS:

CITY OF CHELSEA

By: 

Name: Tony Picklesimer

Title: MAYOR

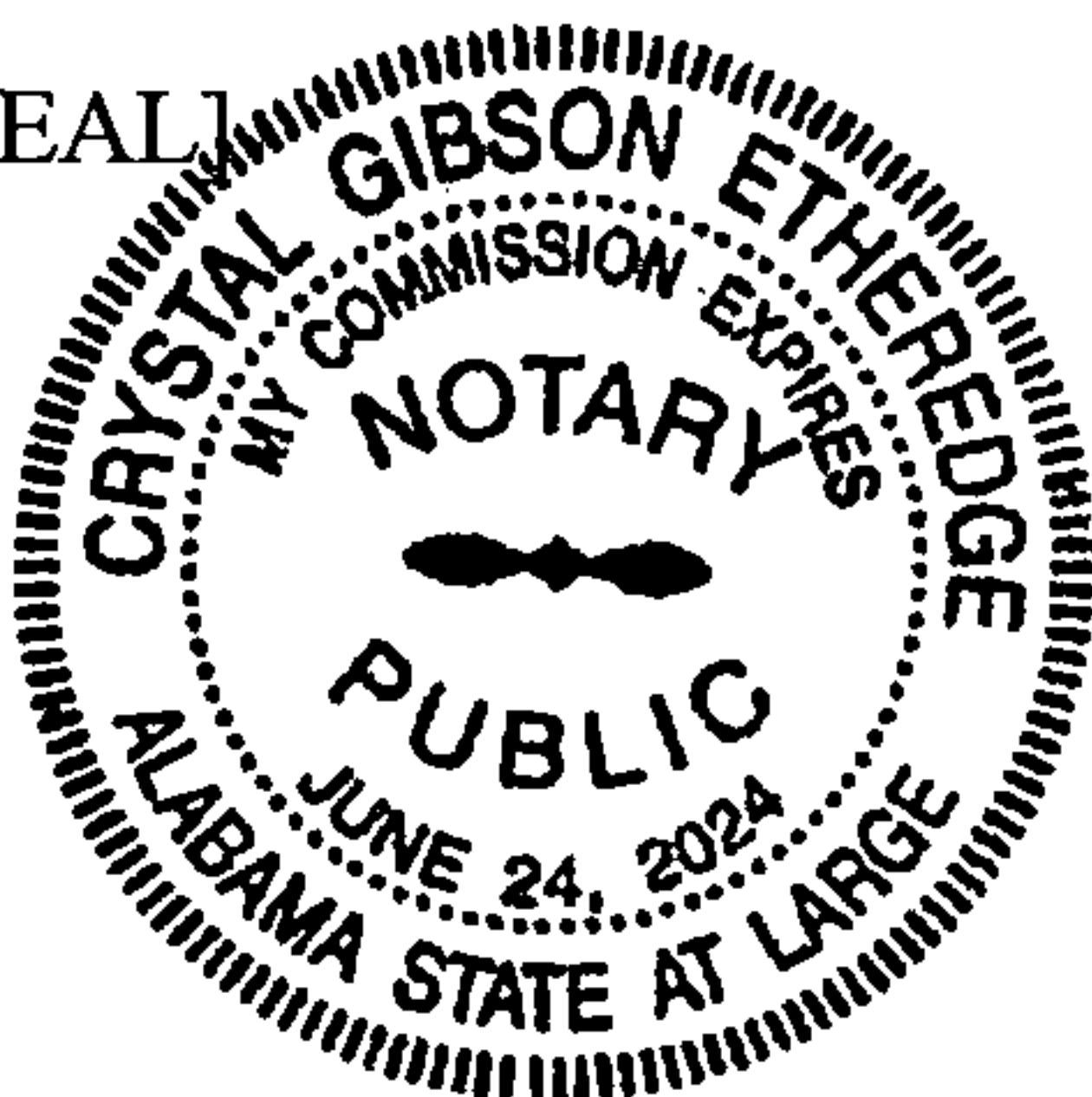
STATE OF Alabama)

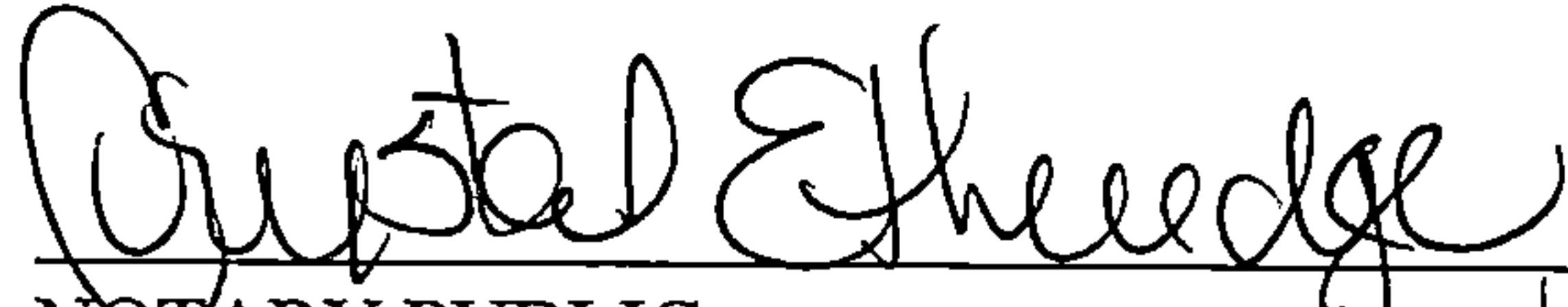
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tony Picklesimer, whose name as MAYOR of the **CITY OF CHELSEA**, a municipality, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand this 27th day of November, 2023.

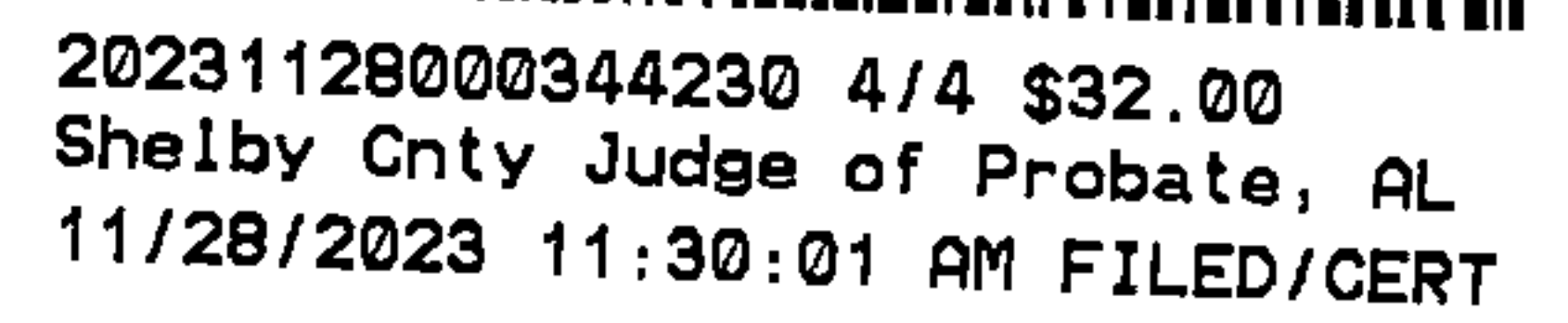
[SEAL]





NOTARY PUBLIC

My Commission Expires: 6/24/24



DEPICTION OF THE LAND

