


PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20240925000298630 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
09/25/2024 03:18:54 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Gift and no/100 Dollars (\$ -0-) and other valuable consideration in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, the undersigned City of Chelsea, a municipality (GRANTOR, whether one or more), do hereby grant, bargain, sell, and convey unto Shelby County, Alabama (GRANTEE), its agents, successors, and assigns a permanent easement and the 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, lines, pipes, water meters, fire hydrants, and associated fixtures and equipment, with appurtenances, and the right to install and maintain other utilities at the sole discretion of GRANTEE. Said strip of land is located within the property of the undersigned GRANTOR as described in Instrument #20090730000291700, in the office of the Judge of Probate, Shelby County, Alabama, said strip being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

During the period of construction, said easement area shall be temporarily enlarged to provide for the construction, installation, and maintenance of said utility pipe, provided, however, said temporary construction easement area shall not exceed (10) feet in width as depicted in Exhibit A, which is expressly incorporated herein by reference. This temporary construction easement shall terminate in three (3) years or upon completion of the Shelby County Water Services North-South Connector Project, whichever occurs first.

GRANTEE shall have the right and privilege of a perpetual use of the easement 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.

GRANTEE shall have free access, ingress and egress to and from the easement over and across adjacent lands of GRANTOR for the purposes herein mentioned, and GRANTOR 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, lines, pipes, and associated fixtures and equipment, or appurtenances installed or to be installed within the width of said easement or interfere with the right of GRANTEE to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, lines, pipes, associated equipment and fixtures, and appurtenances.

GRANTEE shall also have the right to temporarily place dirt and materials on adjacent lands of the GRANTOR 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.

Subject to GRANTEE's rights and privileges granted herein, GRANTEE agrees to leave the property



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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 covenants that GRANTOR has 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 releases 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 does hereby admit and acknowledge that said improvements, if and when constructed, will be a benefit to the property of the undersigned.

And GRANTOR does for GRANTOR and for its successors and assigns covenant with GRANTEE, its successor and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR will and GRANTOR's successors and assigns shall warrant and defend the same to GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD unto Shelby County, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR's hand and seal, all on this 20th day of September, 2024.

CITY OF CHELSEA, ALABAMA

By: 
Tony Picklesimer, Mayor

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said state-at-large, do hereby certify that, Tony Picklesimer, as Mayor of the City of Chelsea, Alabama, whose name is signed to the



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foregoing conveyance as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said conveyance, he in his capacity as Mayor, does execute the same voluntarily with full authority thereof.

Given under my hand and official seal, this 20th day of September, 2024.

Crystal Etheredge

Notary Public for the State of Alabama

My Commission Expires: 7/22/28

Prepared by William R. Justice, P.O. Box 587, Columbiana, AL 35051

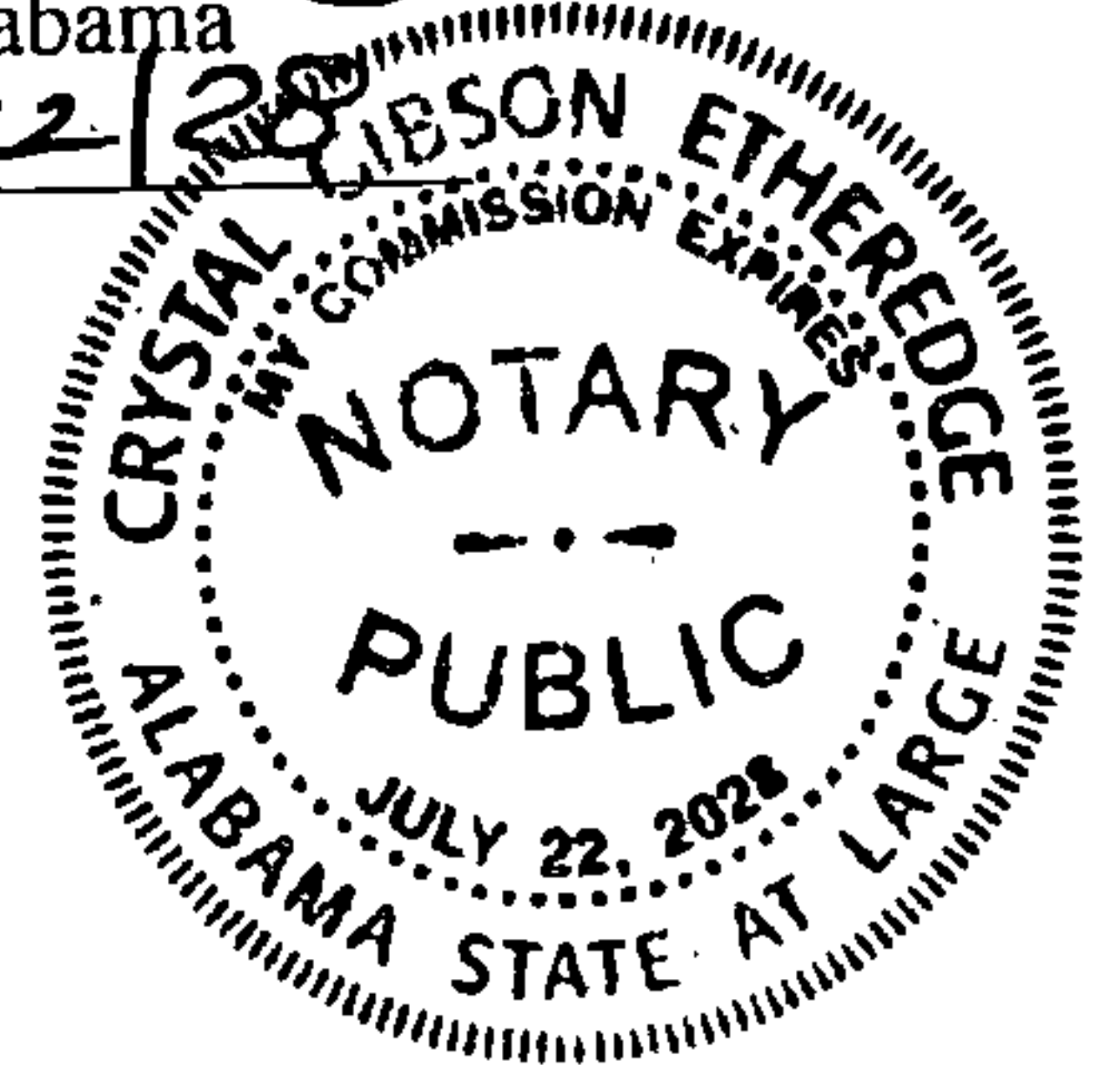


Exhibit "A"
Legal Description



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Instrument: 20090730000291700

A 30 foot utility easement for a water line situated in the Southwest quarter of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, with the centerline of said 30 foot easement being more particularly described as follows:

Commence at the Southwest corner of said property; thence run Easterly along the South line of property to a point being 15 feet off of the West property line. Said point being the point of beginning; thence run in a Northerly direction 15 feet off of and parallel to the West line of property 464 feet more or less to a point; thence turn an angle left $45^{\circ}\pm$ and run 21 feet more or less to a point on the West line of said property and point of termination of the 30 foot easement described herein. Said easement contains 0.33 acres, more or less, and the approximate alignment and orientation is shown on the attached Exhibit A.

During the period of construction, said easement area shall be temporarily enlarged to provide for the construction, installation, and maintenance of said utility pipe, provided, however, said temporary construction easement area shall not exceed (10) feet in width as depicted in Exhibit A, which is expressly incorporated herein by reference.

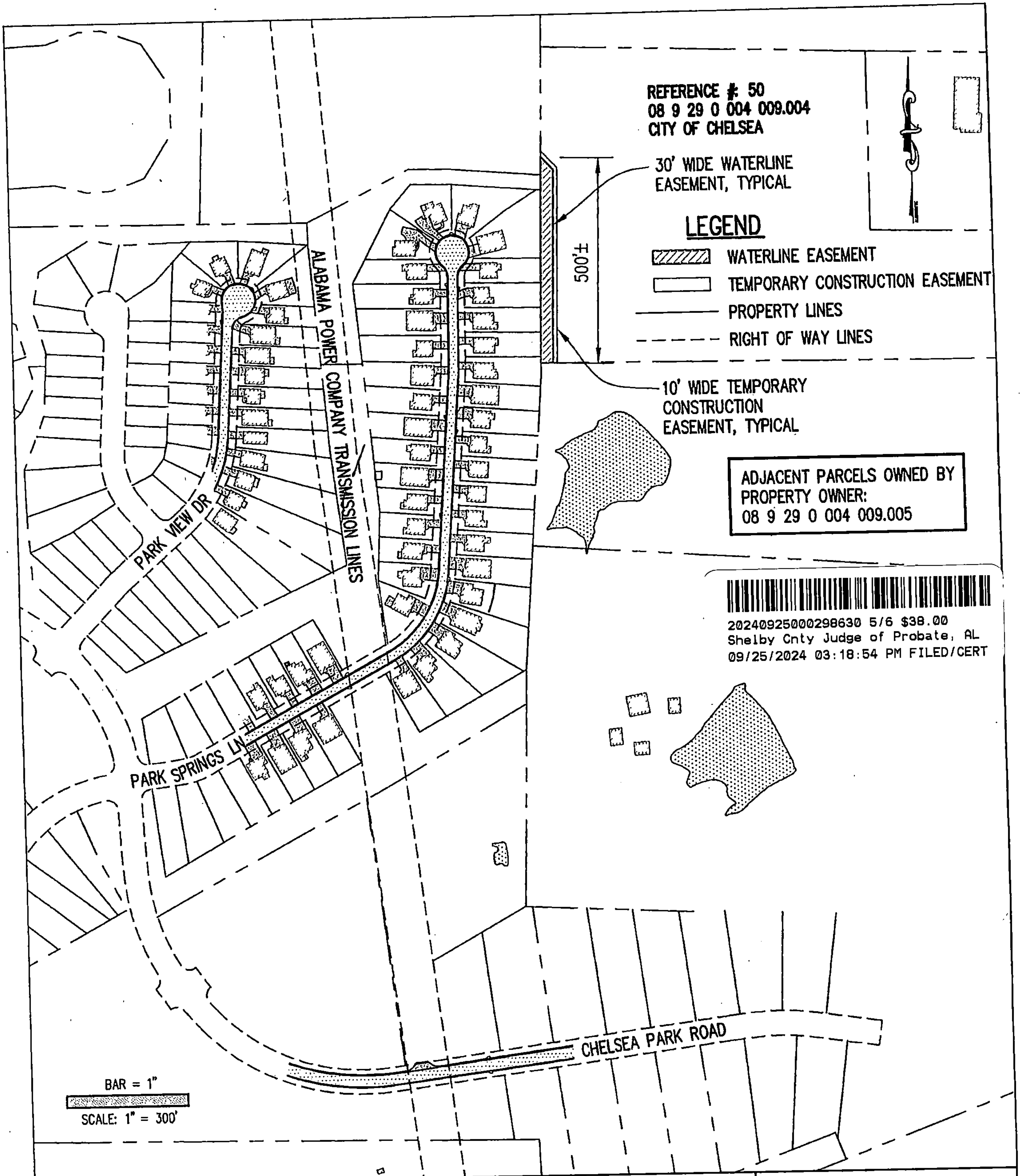


EXHIBIT A

NOTE: PROPERTY LINES SHOWN ARE FROM COUNTY TAX MAPS AND MAY NOT REFLECT ACTUAL PROPERTY LINE LOCATIONS.

PARCEL ID#: 08 9 29 0 004 009.004
PROPERTY OWNER: CITY OF CHELSEA
TOTAL ACREAGE: 21.7
WATERLINE EASEMENT ACREAGE: 0.33
TEMP. CONSTRUCTION EASEMENT ACREAGE: 0.12

SHELBY COUNTY COMMISSION
NORTH SOUTH CONNECTOR

REFERENCE #: 50
DRAWING 1 OF 1

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1 Shelby County, AL

Grantor's Name City of Chelsea, Alabama
Mailing Address P O Box 111
Chelsea, AL 35043

Grantee's Name c/o Shelby County Water Services
Mailing Address 10927 US Hwy 280
Sterrett, AL 35147

Property Address 7387 & 7305 Hwy 51
Sterrett, AL

Date of Sale 9-20-24
Total Purchase Price \$
or
Actual Value \$ 11,431.00
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☒ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 9-20-24

Print William R. Justice

☐ Unattested

Sign

(verified by)

William R. Justice
(Grantor/Grantee/Owner/Agent) circle one

Form RT-1