



20250103000002180 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
01/03/2025 09:16:04 AM FILED/CERT

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Thirty One Thousand no/100 Dollars (\$31,000.00) and other valuable consideration in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, the undersigned Eddleman Lands, LLC, an Alabama Limited Liability Company (GRANTOR, whether one or more), does 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 #20180119000019360, 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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Reference #
Parcel ID



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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 30th day of December, 2024.

EDDLEMAN LANDS, LLC

By


Douglas D. Eddleman, Its Manger

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as Managing Member of Eddleman Lands, LLC, a limited liability



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company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 30th day of December, 2024.


Notary Public for the State of Alabama

My Commission Expires: 6-2-2027

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



EXHIBIT "A"
LEGAL DESCRIPTION



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Instrument: 20180119000019360

A 30 foot utility easement for a water line situated in the East half of the West half of Section 32, 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 a point being 15 feet off of the West property line and at the Northern right of way of Shelby County Road 438 (80' right of way). Said point being the point of beginning; thence run parallel to the West property line in a Northern direction 1,147 feet more or less to a point being 15 feet off of the West line of said property and at the Southern right of way of Shelby County Road 32 (40' right of way) and point of termination of the 30 foot easement described herein. Said easement contains 0.79 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.



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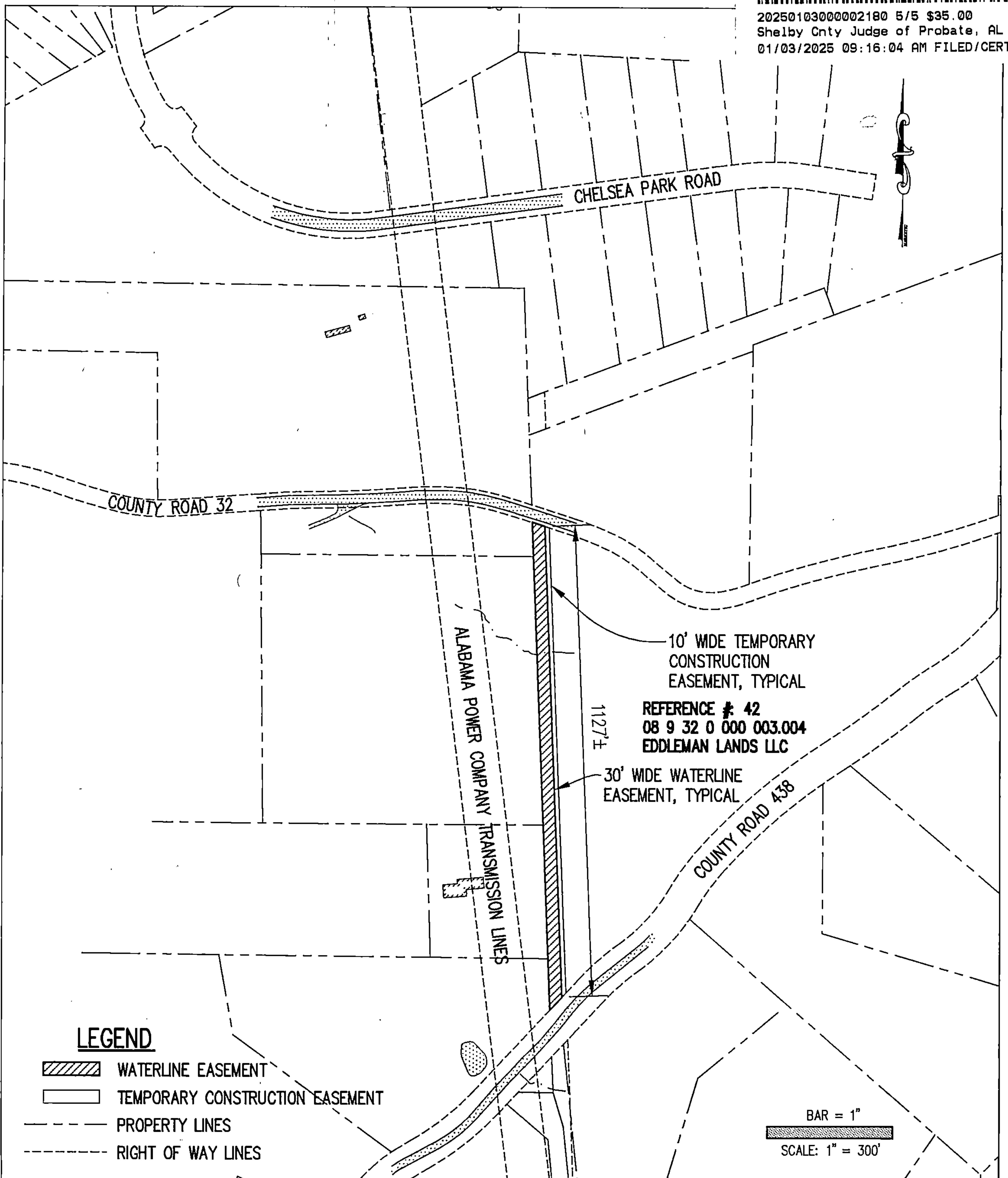


EXHIBIT A

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

PARCEL ID#: 08 9 32 0 000 003.004
PROPERTY OWNER: EDDLEMAN LANDS LLC
TOTAL ACREAGE: 13
WATERLINE EASEMENT ACREAGE: 0.79
TEMP. CONSTRUCTION EASEMENT ACREAGE: 0.26

SHELBY COUNTY COMMISSION
NORTH SOUTH CONNECTOR

REFERENCE # 42
DRAWING 1 OF 1