

PERMANENT EASEMENT DEED

20250121000019380 1/5 \$35.00  
Shelby Cnty Judge of Probate, AL  
01/21/2025 09:08:41 AM FILED/CERT

STATE OF ALABAMA       )  
SHELBY COUNTY        )

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Forty Nine Thousand Seven Hundred Sixty Five and no/100 Dollars (\$49,765.00) and other valuable consideration in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, the undersigned Edwin B. Lumpkin, an unmarried man (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 Instruments #20100204000036280 & 20040927000533920, 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.



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Subject to GRANTEE's rights and privileges granted herein, 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 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 17  
day of January, 2025.

By: Edwin B. Lumpkin  
Edwin B. Lumpkin, GRANTOR

By: \_\_\_\_\_

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, Edwin B. Lumpkin, whose name is signed to the foregoing conveyance as Grantor, and who is





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known to me, acknowledged before me on this date that being duly informed of the contents of said conveyance, he does execute the same voluntarily as such individual with full authority thereof.

Given under my hand and official seal, this 17<sup>th</sup> day of January, 2025.

Notary Public for the State of Alabama  
My Commission Expires: 10-9-28

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



EXHIBIT "A"  
LEGAL DESCRIPTION



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Instruments: 20100204000036280 & 20040927000533920

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 Southeast corner of Reference #52 property as shown in Exhibit A. Said point being on the Northern line of the CSX railroad right of way. Thence run along said CSX right of way in a Westerly direction 651 feet more or less to a point 15 feet off of the Eastern line of the Alabama Power Company Transmission Main right of way. Said point being the point of beginning; thence turn right  $90^{\circ}\pm$  and run 15 feet off of and parallel to Alabama Power Company Transmission Main right of way 700 feet more or less to the right of way of Highway 280 and point of termination of the 30 foot easement described herein. Said easement contains 0.48 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.

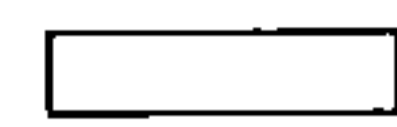


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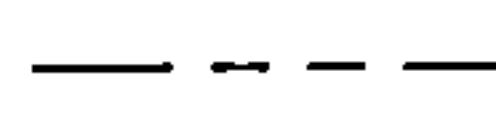
## LEGEND



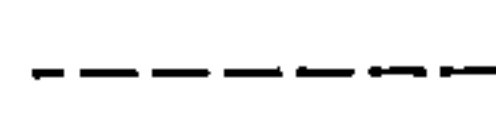
WATERLINE EASEMENT



TEMPORARY CONSTRUCTION EASEMENT



PROPERTY LINES



RIGHT OF WAY LINES

HWY 280

30' WIDE WATERLINE  
EASEMENT, TYPICAL

REFERENCE # 52  
08 9 29 0 004 004.000  
LUMPKIN EDWIN B

REFERENCE # 53  
08 9 29 0 004 005.002  
LUMPKIN EDWIN B JR

10' WIDE TEMPORARY  
CONSTRUCTION  
EASEMENT, TYPICAL

REFERENCE # 54  
08 9 29 0 004 005.001  
LUMPKIN EDWIN B JR

698'±

CSX RAILROAD

ALABAMA POWER COMPANY TRANSMISSION LINES

ADJACENT PARCELS OWNED BY  
PROPERTY OWNER:

08 9 30 4 001 002.000  
08 9 30 3 001 002.000  
08 9 31 1 001 001.000  
08 9 31 2 008 001.000

BAR = 1"

SCALE: 1" = 300'

## EXHIBIT A

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

PARCEL ID#: 08 9 29 0 004 004.000,  
08 9 29 0 004 005.002 & 08 9 29 0 004 005.001  
PROPERTY OWNER: LUMPKIN, EDWIN B JR  
TOTAL ACREAGE: 230.9  
WATERLINE EASEMENT ACREAGE: 0.48  
TEMP. CONSTRUCTION EASEMENT ACREAGE: 0.16

SHELBY COUNTY COMMISSION  
NORTH SOUTH CONNECTOR

REFERENCE #: 52, 53, & 54  
DRAWING 1 OF 1