

PERMANENT UTILITY EASEMENT



20250829000267120 1/2 \$25.00
Shelby Cnty Judge of Probate, AL
08/29/2025 11:41:23 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

Overton Gap, LLC
PID #: 09 8 28 0 001 026.006

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Burch Prop LLC, the receipt whereof is hereby acknowledged, we, the undersigned Overton Gap, LLC (Grantors), do hereby grant, bargain, and convey unto Burch Prop LLC (Grantee), and assigns a permanent utility easement and right of ingress and egress to and from, also over and across a strip of land. Said strip of land being located within the property of the undersigned Grantors as described in Instrument Number: 20180411000121130 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A 10 FOOT WATERLINE EASEMENT BEING 10 FEET IN EQUAL WIDTH ON THE EAST SIDE OF THE FOLLOWING DESCRIBED LINE: Commence at the Northwest corner of Lot No. 1 of the Chelsea Village Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 52 at Page 98, said point being the point of beginning of said 10-foot-wide waterline easement. From this beginning point proceed South 05° 18' 26" West along the West boundary of said 10-foot-wide waterline easement and along the West boundary of Lot No. 1 of said subdivision for a distance of 409.55 feet, said point being the termination of said 10-foot-wide waterline easement.

The easement herein granted shall be used only for the purpose of construction, maintenance, and repair of utilities to the Grantee's property.

The easement, rights and privileges herein granted shall be perpetual. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, assigns of the parties hereto.

Prepared by Shelby County Water Department
200 W. College St, Columbiana, AL 35051

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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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 28th day of AUGUST, 2025.

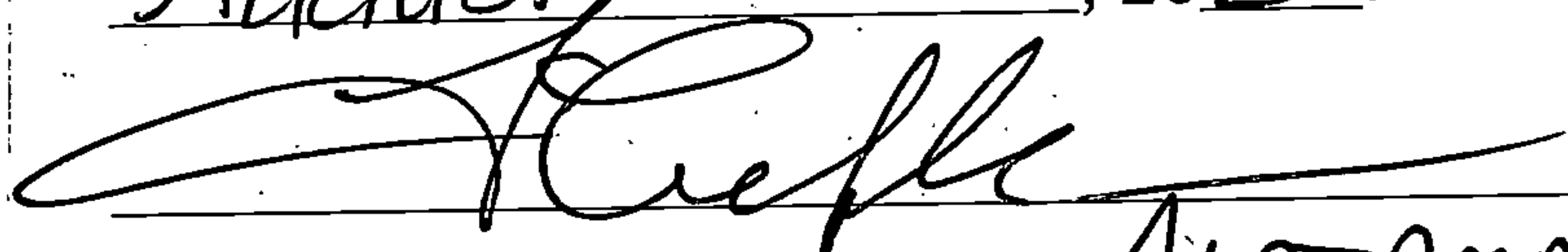
By: 

Overton Gap, LLC Representative

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, GLENN PONDER, an Authorized Representative of [GRANTOR], whose name is signed to the foregoing certificate as Grantor, 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 28th day of AUGUST, 2025.



Notary Public for the State of ALABAMA

My commission expires

4-10-2026

TAMARA PITTS MAHAFFEY
Notary Public
Alabama State at Large