

PERMANENT EASEMENT DEED

T2S

Tank Site Access Easement

STATE OF ALABAMA)  
SHELBY COUNTY)

Double Mountain, LLC

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Seven Thousand Five Hundred and no/100 Dollars (\$7,500.00) cash in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County, Alabama (Grantee), its successors and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land described herein for the purpose of constructing, operating, maintaining, and repairing a water tank access road with appurtenances. Said strip of land being located within the property of the undersigned Grantors as described in Instrument No. 1994-29305 and referenced to Shelby County Parcel I.D. Numbers 14-1-11-0-000-001.000, 14-1-11-1-004-001.000, & 14-1-12-0-000-001.000, in the Office of the Judge of Probate, Shelby County, Alabama, said strip being more particularly described as follows:

An easement and right-of-way for an access route for ingress and egress and construction of a roadway to access a water tank and associated water mains and for other public purposes related thereto, situated in the Northeast quarter of Section 15, Township 20 South, Range 2 West, in the Northwest quarter of the Northwest quarter of Section 14, Township 20 South, Range 2 West, in Section 11, Township 20 South, Range 2 West, and in the Northwest quarter of the Northwest quarter of Section 12, Township 20 South, Range 2 West Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" iron pipe, locally accepted to be the Northwest corner of said Section 15; thence run in a Southeasterly direction along the East line of said Section 15 for a distance of 1,024.86 feet to a point; thence turn an angle to the right of 53 degrees, 23 minutes, 44 seconds and run in a Southwesterly direction for a distance of 422.09'± to the Northwest corner of Shelby County Water Tank T2S property; thence continue along last stated course and along the Northwest property line of said Tank for a distance of 685' to the West most corner of said Water Tank property; thence turn an angle to the left of 90 degrees and run in a Southeasterly direction along the Southwest property line of said Tank for a distance of 19.08'± to a point of the center of a 30 foot easement and an existing road to be used as the access to said tank and the point of beginning; thence run in a Southwesterly direction along the centerline of said road for a distance of 1,102.52'± to a switch back in said road; thence run Southwesterly to Northeasterly direction along said centerline of said road

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and through said switch back and a curve to the right for a distance of 108'±; thence run in a Northeasterly direction along the centerline of said road for a distance of 2,680'± to a point on the east section line of said Section 15, said point being 407'± South of said point of commencement; thence run in a Northeasterly direction along the centerline of said road for a distance of 564'± to a point on the north line of said Section 14; thence run in a Northeasterly direction along the centerline of said road for a distance 3,884'± to a point on the ½ section line of said Section 11; thence run in a Northwesterly direction along the centerline of said road for a distance 365'±; thence run in a Northeasterly direction along the centerline of said road for a distance 2,390'±; thence run in a Northeasterly direction (along a path to be constructed) for a distance of 425'± to a point on the east line of said Section 11, said point being approximately 942'± South of the Northeast corner of said Section 11; thence run in a Northeasterly direction (along a path to be constructed) for a distance of 198'± to the centerline of the right-of-way of the City of Pelham Street, "Rolling Hills Drive", having a 50 foot public right-of-way and being located between Lots 143 and 144 of "Oaklyn Hills" Phase 1 as recorded in Map Book 24 page 50 in the office of Judge of Probate of Shelby County, Alabama, and the end of said access easement.

This conveyance is made subject to the following to the extent they affect or apply to this property.

- a) Rights of ways granted to Shelby County, Alabama by instruments recorded in Deed Book 180, Page 544, Deed Book 229, Page 489, Deed Book 229, Page 492, Deed Book 38, Page 469 and Deed Book 329, Page 365 in the Shelby County, Alabama Probate Office.
- b) Rights of ways granted to Alabama Power Company by instruments recorded in Deed Book 127, Page 338, Deed Book 126, Page 55, Deed Book 185, Page 105, Deed Book 127, Page 440 and Deed Book 131, Page 411 in the Shelby County, Alabama Probate Office.
- c) Rights of ways granted to Colonial Pipe Line by instruments recorded in Deed Book 222, Page 638, Deed Book 223, Page 825, Deed Book 112, Page 231 and Deed Book 283, Page 716 in the Shelby County, Alabama Probate Office.
- d) All roads, rights of ways and easements now located on the subject property.
- e) Railroad right of way reserved by South and North Alabama Railroad by Deed Book "T", Page 655 in the Shelby County, Alabama Probate Office.
- f) Right of way granted to Atlantic Birmingham & Atlantic Railroad by instrument recorded in Deed Book 40, Pages 105 and 108 in the Shelby County, Alabama Probate Office.
- g) Railroad right of way referred to in deed recorded in Deed Book 23, Page 100 in the



Shelby County, Alabama Probate Office.

- h) Reservations of rights of way for South & North Alabama Railroad or L & N Railroad Company by instrument recorded in Deed Book 67, Page 132 in the Shelby County, Alabama Probate Office.
- i) Easement from Kimberly-Clark Corporation to Thomas Tillery dated June 3, 1977 and recorded in Deed Book 208, Page 771 in the Shelby County, Alabama Probate Office.
- j) Easement from Kimberly-Clark Corporation to Mrs. W.H. Walton dated August 19, 1974 and recorded in Deed Book 311, Page 414 in the Shelby County, Alabama Probate Office.
- k) Right of way to South Central Bell recorded in Deed Book 312, Page 440 in the Shelby County, Alabama Probate Office.
- l) Memorandum and Affidavit regarding oil and gas lease between Kimberly-Clark Corporation and The Anschutz Corporation dated February 9, 1982 and recorded in Misc. Book 45, Page 303 in the Shelby County, Alabama Probate Office.
- m) Gas Utility Facilities Easement between Kimberly-Clark Corporation and Alabama Gas Corporation dated December 14, 1992 and recorded as Instrument 1993-38321 in the Shelby County, Alabama Probate Office.
- n) Easement to South Central Bell as recorded in Deed Book 274, Page 859 in the Shelby County, Alabama Probate Office.
- o) Memorandum to Oil and Gas Lease to Atlantic Richfield Company as recorded in Deed Book 324, Page 391 in the Shelby County, Alabama Probate Office.
- p) Easement to Alabama Power Company as set out by instrument recorded in Deed Book 288, Page 370 in the Shelby County, Alabama Probate Office.
- q) Right of way and easement agreement as set out in Instrument 1999-43557 in the Shelby County, Alabama Probate Office.
- r) Right of way and easement agreement as set out in Instrument 2000-04822 in the Shelby County, Alabama Probate Office.
- s) All other existing easements, restrictions, current taxes, set-back lines, rights of way, limitations, mineral and mining rights, if any, of record.

Subject to the limiting terms hereinafter described herein, the Grantee shall have the right and privilege of a perpetual use of said lands 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 and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip by Grantee.

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 the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) 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.

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(s) warrant and covenant that they have good and merchantable title to said property and good right to convey this easement.

It is anticipated that Grantor, its successors and assigns, shall in the future develop the property over which such easement granted herein lies; in the event of such future development, Grantee agrees that if the easement herein is crossed by another public street within such future development, and if Grantee determines that said public street satisfies the previously stated purposes of the Grantee, then Grantee shall surrender any and all rights to that part of this easement lying between Rolling Hills Drive and the intersection of such future developed public street and this easement shall be null and void as to such easement parcel to be thus surrendered.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10th day of October, 2006.

**Double Mountain, LLC**

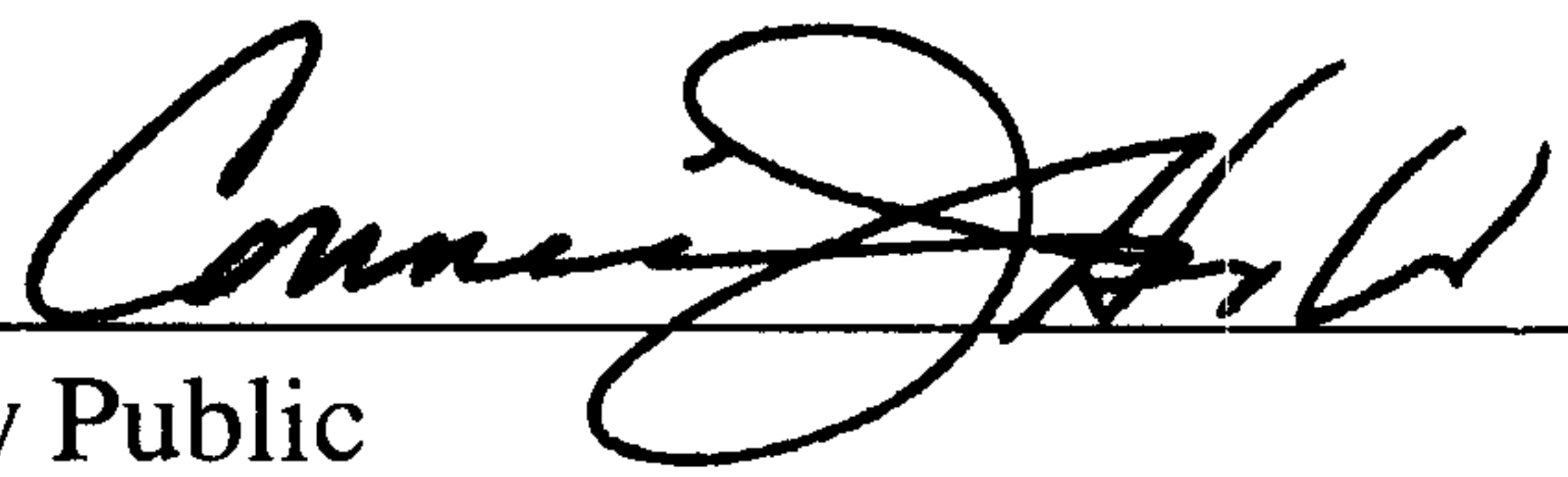
By: \_\_\_\_\_

Paul B. Shaw, Jr., Managing Member

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul B. Shaw, Jr., whose name as Managing Member of Double Mountain, LLC, an Alabama Limited Liability 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 limited liability company.

Given under my hand and official seal, this the 12 day of October, 2006.

  
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Notary Public

My Commission Expires: 4/10/2010