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Shelby Cnty Judge of Probate, AL
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M.S.

PERMANENT EASEMENT DEED

Sago Hospitality, LLC (Grantor)

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, Sago Hospitality, LLC, (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and 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 and/or sanitary sewer mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in Map Book 42, Page 53, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

LEGAL DESCRIPTION

An easement over an across a parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, said easement also being over and across Lot 2-CC according to the Resurvey of Lots 2-C and Lot 2-D of Alabama Telco Credit Union Addition to Chelsea as recorded in Map Book 42, Page 53 in the Office of the Judge of Probate Shelby County, Alabama, and being a 5' extension of an existing 15' utility easement across Lot 2-CC shown on said Map Book 42, Page 53 and being more particularly described as follows:

Commence at the Northwest corner of said Lot 2-CC, said point being a found 5/8" capped rebar stamped GSA; thence run in an Easterly direction along the North line of said Lot 2-CC for a distance of 15.04 feet to a point on the Eastern-most line of an existing 15' utility easement dedicated by said Map Book 42, Page 53, said point being the POINT OF BEGINNING of the easement herein described; thence continue along the last described course for a distance of 5.01 feet; thence leaving said North line turn an interior angle to the left of 86 degrees 23 minutes 48 seconds and run in a Southerly direction parallel to the East line of said existing utility easement for a distance of 189.21 feet; thence turn an interior angle to the left of 185 degrees 56 minutes 12 seconds and run in a Southeasterly direction parallel to the East line of said existing utility easement for a distance of 63.39 feet to a point on the Northern-most line of an existing utility easement recorded in Instrument #20080710000278170 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle to the left of 90 degrees 18 minutes 06 seconds and run in a Westerly direction along said North line for a distance of 5.00 feet to a point on the afore mentioned East line of an existing 15' utility easement dedicated by said Map Book 42, Page 53; thence turn an interior angle to the left of 89 degrees 41 minutes 54 seconds and run in a Northwesterly direction along said West line for a distance of 63.67 feet; thence turn an interior angle to

the left of 174 degrees 03 minutes 48 seconds and run in a Northerly direction for a distance of 189.16 feet to the POINT OF BEGINNING. Said easement contains 1,263, square feet or 0.03 acres more or less.

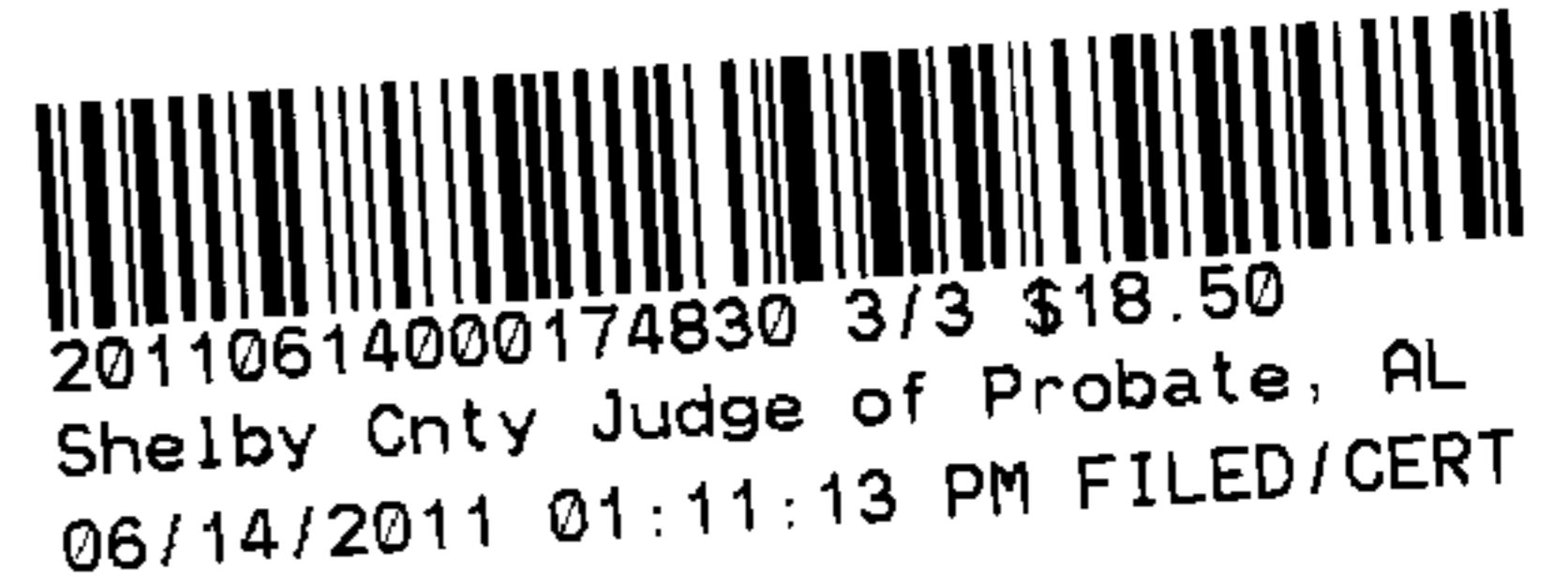
The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from 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.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the 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.

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) covenant that they have 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 release the 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 and/or sanitary sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10th day of June, 20 11.

By: Gbemi A. Ayekem

STATE OF Alabama
Calhoun COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Gbemi Azzaw Oyekenu, an Authorized Representative of Sago Hospitality, LLC, 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 10th day of June, 20 11.

Angie Maddox

Notary Public for the State of Alabama

My commission expires _____

ANGIE MADDOX
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMM. EXPIRES JANUARY 6, 2015