

PERMANENT EASEMENT DEED

20131113000446180 1/2 \$17.50  
Shelby Cnty Judge of Probate, AL  
11/13/2013 10:25:07 AM FILED/CERT

**BROOK HIGHLAND**  
**26<sup>TH</sup> SECTOR**

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 SouthWest Water Company, Inc., the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the SWWC Utilities, Inc. (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 sanitary sewer mains, pipes, and appurtenances. Said strip of land being located within the property of the undersigned Grantors as described in Deed Book \_\_\_\_\_ Page \_\_\_\_\_, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10.00 FOOT WIDE ON BOTH SIDES OF A CENTERLINE AND BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION FOR 1602.44 FEET TO THE SOUTHWEST CORNER OF LOT 164, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 6TH SECTOR 1ST ADDITION, AS RECORDED IN MAP BOOK 13, PAGE 55, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE NORTHWEST CORNER OF LOT 1, ACCORDING TO THE SURVEY OF BROOK HIGHLAND 26TH SECTOR, AS RECORDED IN MAP BOOK 43, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE TURN 172°04'01" RIGHT AND RUN SOUTH EAST FOR 104.92 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE TURN 02°37'39" RIGHT AND RUN SOUTH EAST FOR 26.11 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, AND THE NORTHWEST CORNER OF LOT 2 OF SAID SURVEY; THENCE TURN 22°00'00" LEFT AND RUN SOUTH EAST FOR 134.87 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE TURN 07°55'01" LEFT AND RUN SOUTH EAST FOR 134.85 FEET TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SURVEY; THENCE TURN 09°12'04" LEFT AND RUN SOUTH EAST FOR 98.20 FEET TO A POINT ON THE WEST LINE OF LOT 4 OF SAID SURVEY, AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 20.00 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10.00 FOOT WIDE ON BOTH SIDES OF A CENTERLINE; THENCE TURN 69°26'22" RIGHT, AND RUN SOUTH WEST FOR 164.88 FEET; THENCE TURN 89°44'23" LEFT AND RUN SOUTH EAST FOR 338.30 FEET TO THE END OF SAID EASEMENT.

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 and adjacent lands 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 3RD day of NOVEMBER 202013

By: [Signature]  
(Name of Grantor & Title)  
Courtside Development, LLC  
PRESIDENT

WITNESSES:

[Signature]  
[Signature]

