

PERMANENT EASEMENT

Grantor: Apple of North Alabama, Inc.

STATE OF ALABAMA)
SHELBY COUNTY)

PID #:09-8-27-0-001-006.000

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 (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 Instrument Number: 20080305000089820, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

An easement over and across a parcel of land situated in the East one-half of Section 27, Township 19 South, Range 1 West Shelby County, Alabama, said parcel being Lot 1 according to the map of Apple of North Alabama, Inc. Addition to Chelsea as recorded in Plat Book 40, Page 51 in the Office of the Judge of Probate Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the Northeast corner of said Lot 1, said point being on the Northwestern-most right of way of Chesser Plantation Lane (60' R.O.W), said point also being on a curve turning to the left, said curve having a radius of 430.00 feet, a central angle of 03 degrees 34 minutes 16 seconds, a chord bearing of South 40 degrees 25 minutes 45 seconds West, and a chord distance of 26.80 feet; thence run along the arc of said curve and along said right of way for a distance of 26.80 feet to the point of beginning of the easement herein described; thence continue along said curve and right of way, said curve having a radius of 430.00 feet, a central angle of 02 degrees 39 minutes 55 seconds, a chord bearing of South 37 degrees 18 minutes 39 seconds West, and a chord distance of 20.00 feet; thence run along the arc of said curve and along said right of way for a distance of 20.00 feet; thence leaving said right of way run North 53 degrees 22 minutes 52 seconds West for a distance of 27.04 feet; thence run North 36 degrees 37 minutes 08 seconds East for a distance of 20.00 feet; thence run South 53 degrees 22 minutes 52 seconds East for a distance of 27.28 feet to the POINT OF BEGINNING. Said easement contains 541 square feet or 0.01 acres more or less.

The approximate alignment and orientation of easement is as shown on the attached Exhibit A.

The Grantee shall have the right and privilege of a perpetual, non-exclusive, 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 24th day of July, 2014.


By: 

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, CHARLES D. GALLOWAY, an Authorized Representative of Apple of North Alabama, Inc. 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 24th day of July, 2014.



Notary Public for the State of Alabama
Kimberly Latonya Hartzog
My commission expires 5/13/2015
My Commission Expires _____

EXHIBIT "A"

ACQUIRED RIGHT OF WAY

EAST ONE-HALF OF SECTION 27, TOWNSHIP 19 SOUTH
RANGE 1 WEST SHELBY COUNTY, ALABAMA

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING



LINE	BEARING	DISTANCE
L1	N 53°22'52" W	27.04'
L2	N 36°37'08" E	20.00'
L3	S 53°22'52" E	27.28'

LOT 2B
RESURVEY OF LOT 2
APPLE OF NORTH ALABAMA
INC, ADDITION TO CHELSEA
MAP BOOK 40, PAGE 124

SANITARY SEWER AND
DRAINAGE EASEMENT
DEDICATED BY THIS MAP

LOT 1
APPLE OF NORTH ALABAMA
INC, ADDITION TO CHELSEA
MAP BOOK 40, PAGE 51

WATER VAULT
EASEMENT AREA
541 Sq. Feet±
0.01 Acres±

CHESSER PLANTATION LANE
60' R.O.W.

FOUND CONCRETE
MONUMENT



20140724000227360 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
07/24/2014 11:30:40 AM FILED/CERT

OLD U.S. HIGHWAY 280
R.O.W. VARIES

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	26.80'	430.00'	3°34'16"	S 40°25'45" W	26.80'
C2	20.00'	430.00'	2°39'55"	S 37°18'39" W	20.00'

GSA
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