

PERMANENT EASEMENT DEED

20170307000078780 1/5 \$27.50
Shelby Cnty Judge of Probate, AL
03/07/2017 01:42:54 PM FILED/CERT

CHELSEA PARK
POOL AND CABANA

STATE OF ALABAMA)
SHELBY COUNTY)

500⁰⁰

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Chelsea Park Holding, LLC, receipt whereof is hereby acknowledged, we, the undersigned, Chelsea Park Holding, LLC, a Delaware limited liability company, (Grantor), does hereby grant, bargain, and convey unto Chelsea Park Holding, LLC (Grantee), its agents, successors, and assigns a permanent easement and right of way for ingress and egress to and from, also over, under and across a strip of land (more particularly hereinafter referred to as the "Sanitary Sewer Easement") for the purpose of constructing, operating, maintaining and repairing a sanitary sewer service line. Said strip of land for Sanitary Sewer Easement being located within the property of the undersigned Grantor as described in Deed Book 20110915000274050 Pages 1-7, in the office of the Judge of Probate, Shelby County, Alabama said Sanitary Sewer Easement being more particularly described as follows:

SANITARY SEWER EASEMENT 12-2 AS DESCRIBED BELOW AND AS ILLUSTRATED IN EXHIBIT A, ATTACHED HERETO:

A 10.00 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 5.00 FOOT WIDE ON BOTH SIDES OF A CENTERLINE AND BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST IN SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERN CORNER OF LOT 850, ACCORDING TO THE SURVEY OF "CHELSEA PARK 8TH SECTOR PHASE ONE" AS RECORDED IN MAP BOOK 39, PAGE 47, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 07°38'20" EAST ALONG THE EASTERLY LINE OF SAID LOT 850 FOR 237.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 850; THENCE RUN NORTH 14°42'09" EAST FOR 755.03' FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF EASEMENT HEREIN DESCRIBED; THENCE RUN NORTH 62°09'39" WEST FOR 161.64 FEET; THENCE RUN NORTH 17°09'40" WEST FOR 22.86 FEET; THENCE RUN NORTH 57°24'05" WEST FOR 64.59 FEET TO THE END OF SAID EASEMENT CENTERLINE.

Shelby County, AL 03/07/2017
State of Alabama
Deed Tax: \$.50

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 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.

seals, all on this 1st day of FEBRUARY, 20 17.

Chelsea Park Holding, LLC

By: [Signature]
(Name of Grantor & Title)

MANAGING MEMBER

WITNESSES:





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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as Managing Member of Chelsea Park Holding, LLC, a Delaware limited liability Company, is signed to the foregoing Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, he, as such managing member, 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 of office this the 1st day of February, 2017.


NOTARY PUBLIC
My Commission Expires: 06/02/2019



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EXHIBIT A

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