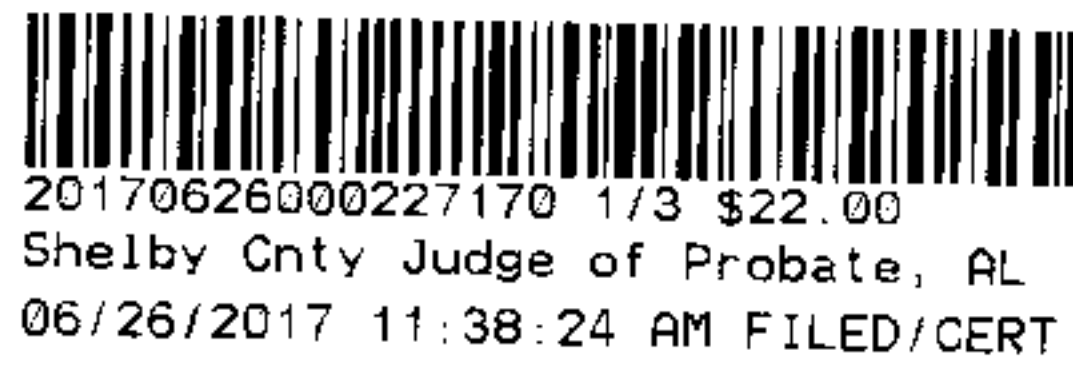


\$500

PERMANENT EASEMENT DEED

Eddie Lumpkin

STATE OF ALABAMA  
SHELBY COUNTY)



100 Metro Parkway  
Pelham, AL 35124  
PID #: 58 09 7 25 0 000 014.001

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: 2002-14344, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A fifteen foot wide easement located in the Southwest Quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a pine heart locally accepted to be the Southeast corner of the Northeast quarter of the Southwest quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence run in a Northerly direction along the East line of said Northeast quarter of the Southwest quarter for a distance of 1154.60 feet to the Southerly right-of-way line of US Highway 280; thence turn an angle to the left of 86 degrees 55 minutes 26 seconds and run in a Westerly direction along the Southerly right-of-way line of US Highway 280 a distance of 367.55 feet to the POINT OF BEGINNING of the centerline of the herein described fifteen (15) foot wide easement; thence turn an angle to the left of 90 degrees 00 minute 00 seconds and run in a southerly direction for a distance of 662.36 feet to the POINT OF TERMINATION of the herein described fifteen foot wide easement.

*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 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.

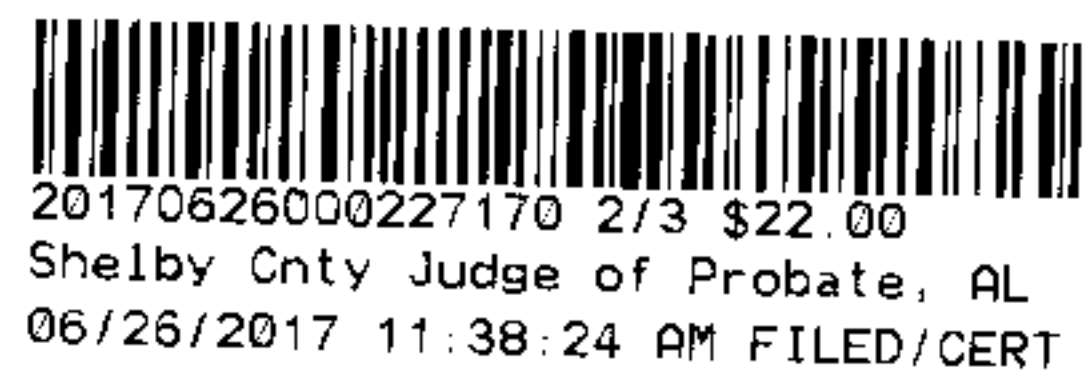
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable 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 26 day of June, 2017.

By: Eddie B Lumpkin Jr.

STATE OF Alabama  
Jefferson COUNTY



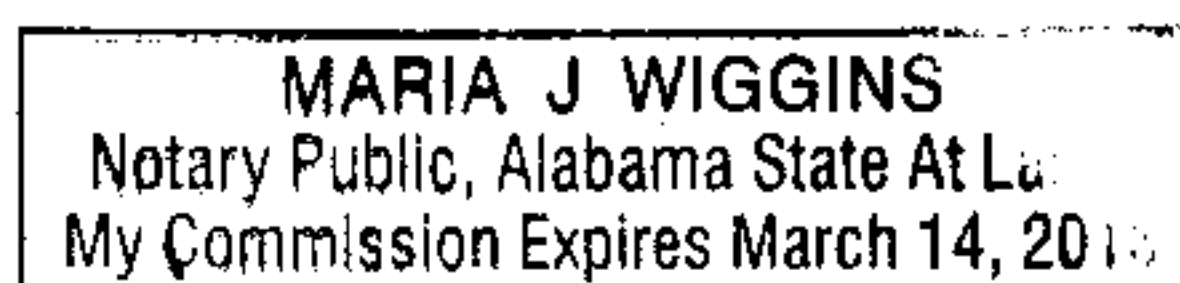
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Eddie Lumpkin, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 26 day of June, 2017.

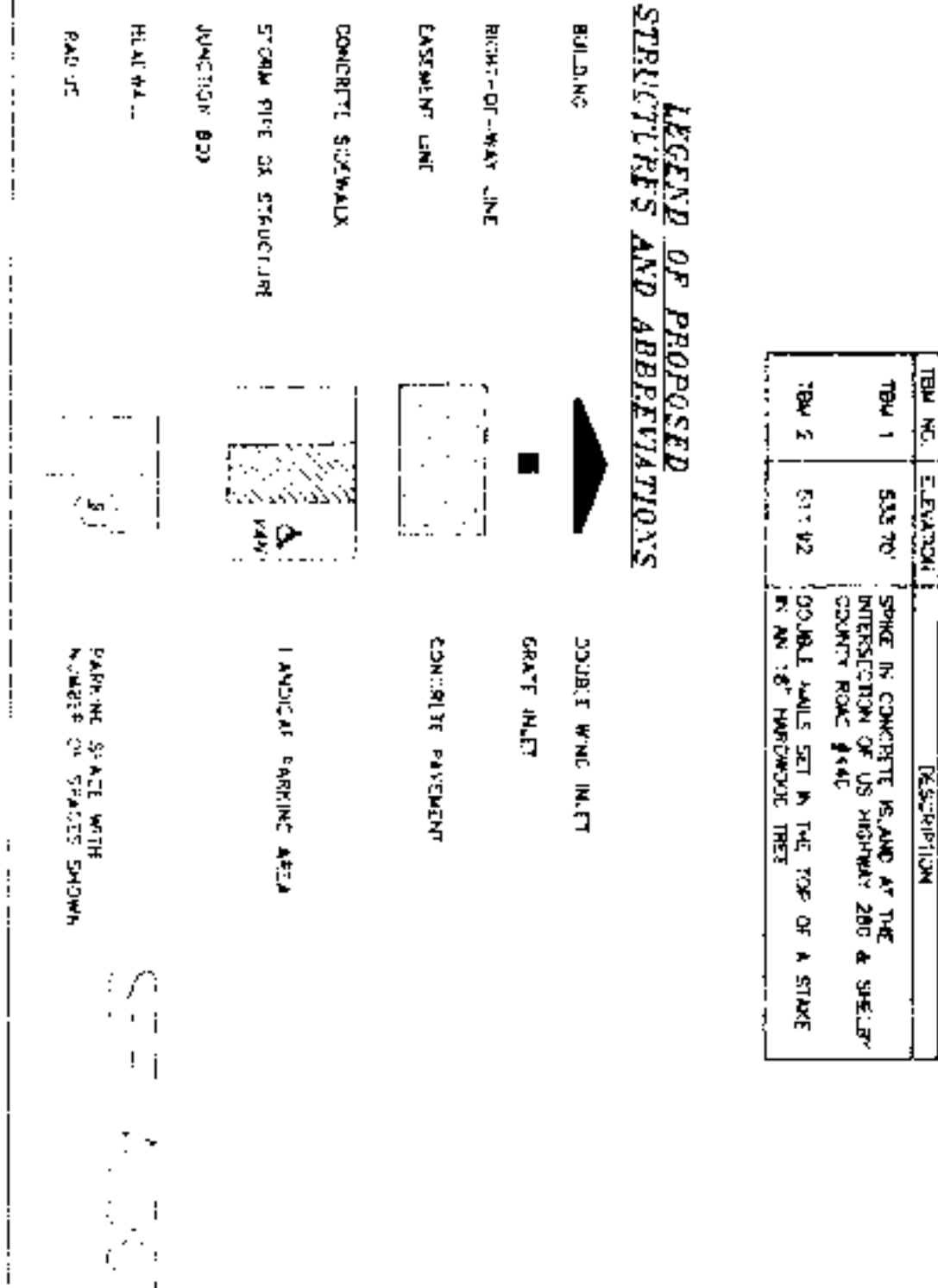
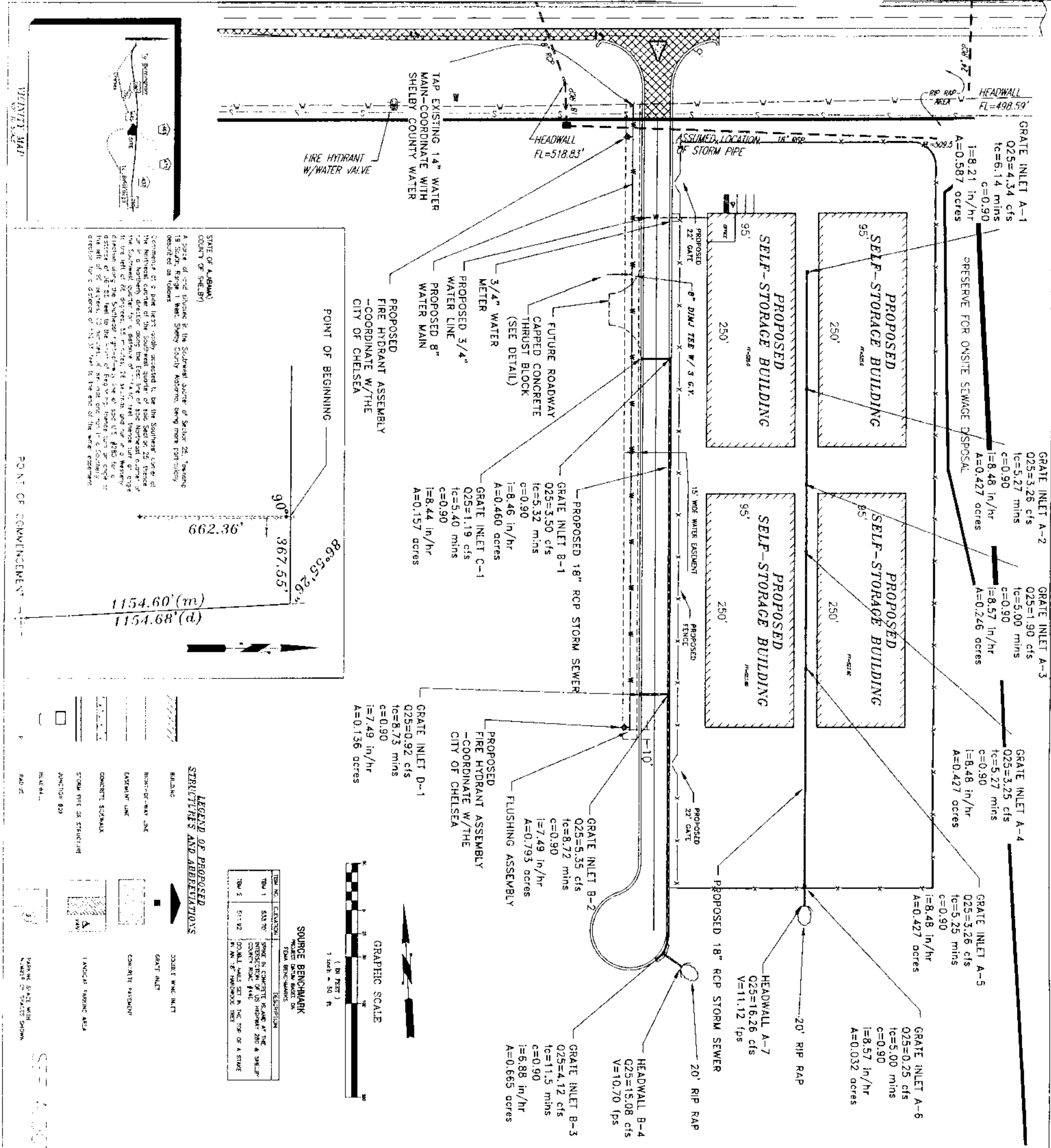
Maria J Wiggins

Notary Public for the State of Alabama

My commission expires 3/14/2018







- ### UTILITY NOTES
1. FOR UTILITY STAKEOUT, LOCATION AND DETAILS SHALL BE DETERMINED BY THE CONTRACTOR.
  2. THE BUILDING CONTRACTOR IS RESPONSIBLE FOR LOCATION, SIZE AND DEPTH OF ALL UTILITIES SHOWN ON THIS PLAN.
  3. CONTRACTOR SHALL COORDINATE ANY DEVIATION TO EXISTING UTILITY LOCATIONS WITH THE CITY OF CHELSEA.
  4. CONTRACTOR SHALL COMPLY WITH THE LATEST EDITION WITH THE CITY OF CHELSEA.
  5. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 2' OF COVER OVER ALL UTILITIES.
  6. CONTRACTOR SHALL COORDINATE INSTALLATION OF WATER SERVICE LINES WITH THE CITY OF CHELSEA.
  7. THE MINIMUM SEPARATION BETWEEN THE CLOSEST TWO POINTS OF WATER AND SEWER LINES IS (10) TEN FEET. THE MINIMUM SEPARATION BETWEEN THE CLOSEST TWO POINTS OF WATER AND SEWER LINES IS (18) EIGHTEEN INCHES.
  8. ALL DOMESTIC WATER LINES SHALL HAVE REDUCED PRESSURE VALVES AS REQUIRED.
  9. EXISTING UTILITIES LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED FOR LOCATION AND NUMBER BY THE CONTRACTOR.
  10. ALL EXISTING TELEPHONE AND GAS LINES INCLUDING SERVICE LINES ARE TO BE MAINTAINED IN ACCORDANCE WITH THE APPROPRIATE UTILITY COMPANIES SPECIFICATIONS.
  11. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITIES BY OTHER WITH HIS WORK.
  12. GAS AND UNDERGROUND ELECTRIC LINES ARE SHOWN FOR INFORMATION ONLY. EXACT LOCATION TO BE DETERMINED BY THE CONTRACTOR.
- ### STANDARD DRAWING NOTES
- SHELBY COUNTY WATER SERVICES
1. Water main construction shall be in accordance with Shelby County regulations and practices.
  2. Notify Michael Cain or Robert Burdick with Shelby County Water Services (678-6540) 48 hours in advance of beginning construction or when returning to work following a break in construction activities greater than 72 hours. A minimum of 72 hours is required, and tops shall be scheduled accordingly. All tops fees must be paid prior to this request.
  3. All water pipe and fittings shall be installed in accordance with AWWA Standards. All fittings and valves shall be retained joint.
  4. Buried joint pipe and fittings are required by all codes unless approved otherwise by Shelby County. No pipe shall be laid in the trench without consulting with Shelby County Water Services.
  5. Three-way and wye tees are required of each pipe intersection.
  6. Topping sleeves for 4" tops and larger shall be a full body, cast-iron or ductile iron sleeve manufactured by Bell & Howell. Topping sleeves shall be installed in accordance with the manufacturer's instructions. A full body, cast-iron or ductile iron sleeve shall be used between the topped joint and the next joint.
  7. For all tops 2" in diameter, the Contractor shall be responsible for all excavation and backfill of work area for top.
  8. A 1" copper service line in 2" PVC casing shall be installed for each long service line. The service line shall be installed in accordance with the City of Chelsea standards. The contractor shall make all tops as shown on the plan. After the watermain has been tested and with the approval of Shelby County Water Services, the contractor shall make all tops as shown on the plan prior to backfill. All tops shall be inspected by Shelby County prior to backfill.
  9. A standard Shelby County 2 inch flush valve assembly is required of the watermain and of each dead end line.
  10. All watermain lines shall be pressure tested, disinfected, and have County approval.
  11. As Built Drawings are required. No water service from Shelby County water main shall be installed until the watermain has been tested and approved by Shelby County. Drawings shall show all connections to the watermain, storm sewer, sanitary, streets, lot lines, lot dimensions, grades, and all other information required for the watermain. The watermain and all other information shall be submitted to the City of Chelsea for review and approval. The watermain shall be installed by a registered engineer and shall contain the following information:  
a. A registered professional engineer in the State of Alabama certifies that I have personally examined and am familiar with the information submitted on this drawing and based on my familiarity with the information I have, the information is true, accurate, and complete.  
b. Signed: \_\_\_\_\_  
c. PE No. \_\_\_\_\_
  12. The Developer shall provide a complete design and construction cost estimate of the water facilities provided prior to and as a condition of construction by Shelby County Water Services. Results shall be broken down by line and length of pipe for all watermain and storm sewer lines and all other information required for the watermain.
  13. Comments for Shelby County water lines, if not previously discussed, are to be submitted to the City of Chelsea. Comments shall be submitted to the City of Chelsea and approved by the City of Chelsea. Comments shall be submitted to the City of Chelsea and approved by the City of Chelsea.
  14. If a contractor is not automatically under way within 180 days from the date the plans were approved, the plans are void and one new plan must be submitted and approved. If there are any variances or other information, plans shall be resubmitted to the City of Chelsea for review and approval.
  15. At 18" diameter reinforced concrete pipe (with 4" thick) shall be placed around all new lines if not paved areas.

**CARR & ASSOCIATES ENGINEERS, INC.**  
153 CANABA VALLEY PARKWAY  
PELHAM, ALABAMA 35124  
PHONE: (205) 966-1000 FAX: (205) 966-1001  
**CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS AND LAND SURVEYORS**  
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PROJECT NO. 23-139

**LUMPKIN DEVELOPMENT**  
PROJECT NAME:  
**SHELBY COUNTY ROAD 440**  
**CITY OF CHELSEA**  
**SHELBY COUNTY, ALABAMA**

DATE: 10/11/2016  
SCALE: 1" = 50'

PRODUCTION  
FIELD BOOK: 7718727  
CHECKED: CR  
CADD OPER: GPZ  
CADD FILE: 20161011  
DESIGN ENG: MNG  
DESIGN FILE:  
DATE: 10/11/2016  
SCALE: 1" = 50'

T.Q.M. REVIEW  
SURVEYOR  
DESIGN ENGINEER  
P. E.  
PRINCIPAL

PROJECT NO. 23-139

DATE: 10/11/2016

SCALE: 1" = 50'