

PERMANENT EASEMENT DEED

CT BTS, LLC

1120 S. Albert Pike Avenue  
Fort Smith, AR 72903  
PID #: 58 03 9 32 0 001 006.012

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 (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: 20170224000065870, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A sixteen foot deep by thirty foot wide easement located in the Southwest Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

**Commence** at the Northwest Corner of LOT 2 of TATTERSALL PARK SURVEY No. 1 as recorded in PLAT BOOK 46, PAGE 85 in the Probate Office of Shelby County, Alabama, said point also being the Northeast Corner of LOT 1 of the aforesaid plat and along the Southwesterly Right-of-Way line of TATTERSALL DRIVE; thence run **Southeasterly** along the Northerly line of LOT 2, being the Southwesterly right-of-way line of TATTERSALL DRIVE a distance of **110.00 feet** to the **POINT OF BEGINNING** of the herein described easement; thence continue **Southeasterly** along the same course along said Southwesterly Right-of-Way line a distance of **30 feet**; thence turn an angle to the right of **90 degrees 00 minutes 00 seconds** and run in a Southwesterly direction a distance of **16 feet**; thence turn an angle to the right of **90 degrees 00 minutes 00 seconds** and run in a Northwesterly direction a distance of **30 feet parallel** to the Southwesterly right-of-way line of TATTERSALL DRIVE; thence turn an angle to the right of **90 degrees 00 minutes 00 seconds** and run in a Northeasterly direction a distance of **16 feet** to the **POINT OF BEGINNING** of the herein described 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 will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

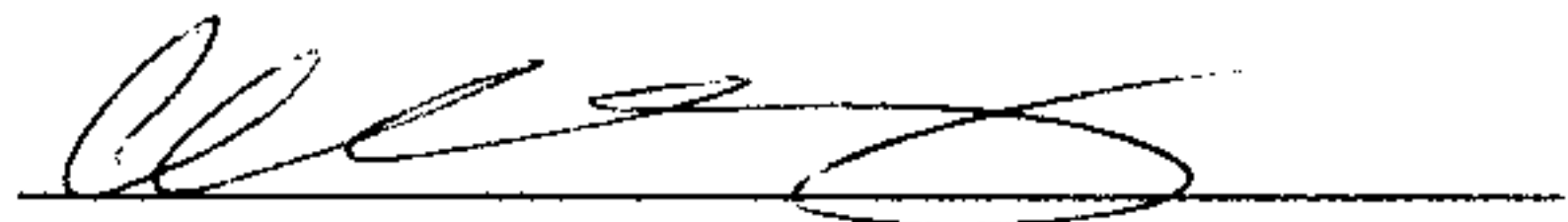
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable 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 28<sup>th</sup> day of July, 20 17.

  
20170802000277260 2/3 \$22.00  
Shelby Cnty Judge of Probate, AL  
08/02/2017 08:33:59 AM FILED/CERT

By:



Printed Name:

Christian Baldwin

Position:

Manager of The McLean Group, LLC  
its (CTBTS, LLC) Manager

STATE OF Arkansas  
Washington COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Christian Baldwin, whose name is signed to the foregoing certificate for CTBTS, LLC 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 28<sup>th</sup> day of July, 20 17.



Notary Public for the State of Arkansas

My commission expires 9-21-26

