

TEMPORARY EASEMENT DEED

**Eagle Nest Circle**

**STATE OF ALABAMA)  
SHELBY COUNTY)**

500

**PID 58 09 3 08 0 002 001.003**

**Clayton Properties Group, LLC**

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 temporary 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 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 20170711000247610**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A temporary waterline easement situated in the NW 1/4 of Section 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of Lot B-59 of Griffin Park at Eagle Point Sector 2 Phase 1 as recorded in Map Book 48 Pages 98A through 98E in the Office of the Judge of Probate in Shelby County, Alabama; thence S 5°41'41" W along the east line of Lot B-59 a distance of 135.00 feet to the POINT OF BEGINNING, said point also being the SE corner of Lot B-59 and a point on the easterly right-of-way of Eagle Nest Circle; thence continue S 5°41'41" W along said right-of-way a distance of 20.00 feet to a point; thence S 84°18'19" E leaving said right-of-way a distance of 30.96 feet to a point; thence N 5°41'41" E a distance of 20.00 feet to a point; thence N 84°18'19" W a distance of 30.96 feet to the POINT OF BEGINNING.

The temporary easement shall expire upon recording of dedicated right-of-way and permanent easements.

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 line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will by a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 25<sup>th</sup> day of January, 20 18.

By: 



WITNESSES:

[Signature]  
Marilyn West

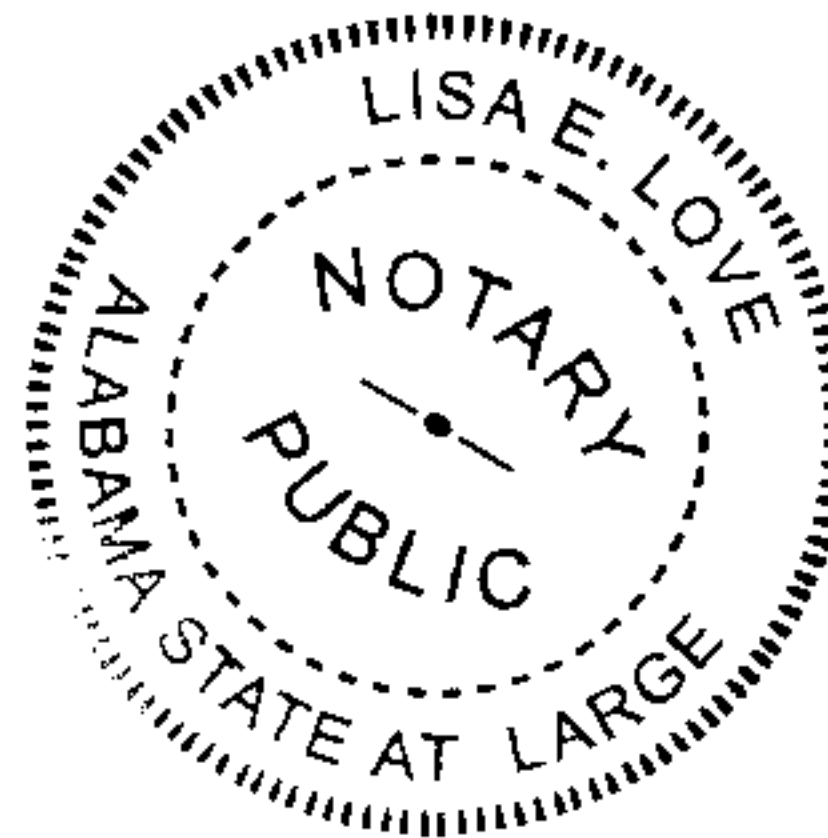
By: Grant McCaleb  
**Authorized Representative**  
[Signature]  
[Signature]

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Grant McCaleb whose name is signed to the foregoing certificate as Agv. Dev. Manager, 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 25<sup>th</sup> day of January, 2018

[Signature]  
Notary Public for the State of Alabama  
My commission expires \_\_\_\_\_ MY COMMISSION EXPIRES:  
October 13, 2019



20180125000025750 3/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
01/25/2018 01:35:50 PM FILED/CERT

POINT OF  
COMMENCEMENT

GRIFFIN PARK AT EAGLE POINT  
SECTOR 2 PHASE 1  
MB 48 PG 98A-E  
LOT B-59

FUTURE DEVELOPMENT

ALABAMA WEST ZONE

GRID NORTH

AL WEST

POINT OF  
BEGINNING

S-6A1

EAGLE NEST CIRCLE

FLUSHING ASSEMBLY

CL 20' TEMPORARY  
SANITARY EASEMENT  
EXPIRES UPON RECORDING  
OF DEDICATED ROW

20180125000025750 4/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
01/25/2018 01:35:50 PM FILED/CERT

SCALE: 1" = 20'

0' 20' 40' 60'



GRIFFIN PARK AT EAGLE POINT SECTOR 2 PHASE  
1 EAGLE NEST CIRCLE TEMPORARY WATERLINE  
EASEMENT EXHIBIT

120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124  
TEL - (205) 403-9158  
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**EDG**

ENGINEERING DESIGN GROUP, LLC  
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