

500

TEMPORARY EASEMENT DEED

Griffin Park Main

PID 58 09 3 08 0 002 001.001

58 09 3 05 0 002 001.004

**STATE OF ALABAMA)
SHELBY COUNTY)**

Newcastle Development 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 20160620000210360**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

Two 20' temporary waterline easement situated in Sections 5, 7, and 8, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Lot A-83 of Griffin Park at Eagle Point Sector 1 Phase 1 as recorded in Map Book 48 Pages 87A through 87B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 1°31'48" W along the west line of Lot A-83 a distance of 43.43 feet to the westerly right-of-way of Griffin Park Circle; thence N 0°20'37" W along said right-of-way a distance of 52.75 feet to the POINT OF BEGINNING of the centerline of a 20 foot temporary water line easement lying 10' to either side of and parallel to described centerline; thence S 89°29'32" W along said centerline a distance of 296.51 feet to a point; thence N 89°53'54" W along said centerline a distance of 168.83 feet to a point; thence S 89°39'23" W along said centerline a distance of 67.11 feet to a point of curve to the left having a central angle of 61°33'48" and a radius of 203.21 feet, said curve subtended by a chord bearing S 58°52'29" W and a chord distance of 207.99 feet; thence along the arc of said curve and along said centerline a distance of 218.35 feet to a point; thence S 28°06'22" W along said centerline a distance of

133.25 feet to point A; thence S 28°04'55" W along said centerline a distance of 159.17 feet to a point; thence S 24°17'47" W along said centerline a distance of 42.80 feet to a point; thence S 19°39'40" W along said centerline a distance of 85.22 feet; thence S 59°55'39" W along said centerline a distance of 39.21 feet to a point; thence S 32°03'49" W along said centerline a distance of 24.43 feet to a point; thence S 8°06'12" W along said centerline a distance of 24.42 feet to a point; thence S 16°54'56" E along said centerline a distance of 27.20 feet to a point; thence S 50°44'53" E along said centerline a distance of 28.17 feet to a point; thence S 81°56'20" E along said centerline a distance of 25.63 feet to a point; thence N 81°31'50" E along said centerline a distance of 11.17 feet to a point; thence S 79°49'36" E along said centerline a distance of 34.07 feet to a point; thence S 73°42'21" E along said centerline a distance of 133.08 feet to a point; thence S 71°59'48" E along said centerline a distance of 63.24 feet to a point; thence S 69°59'11" E along said centerline a distance of 32.95 feet to a point; thence S 20°37'32" W along said centerline a distance of 135.09 feet to a point; thence S 42°33'04" W along said centerline a distance of 64.76 feet to a point; thence S 71°55'19" W along said centerline a distance of 85.86 feet to a point; thence S 54°56'57" W along said centerline a distance of 7.08 feet to a point; thence N 57°07'41" W along said centerline a distance of 4.12 feet to the NE corner of Lot B-162 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 and being the END of said centerline and easement.

BEGIN at point A, said point being the beginning of the centerline of a 20 foot temporary waterline easement lying 10' to either side of and parallel to described centerline; thence S 63°15'55" E along said centerline a distance of 61.73 feet to the END of said centerline and easement.

The temporary easements 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.

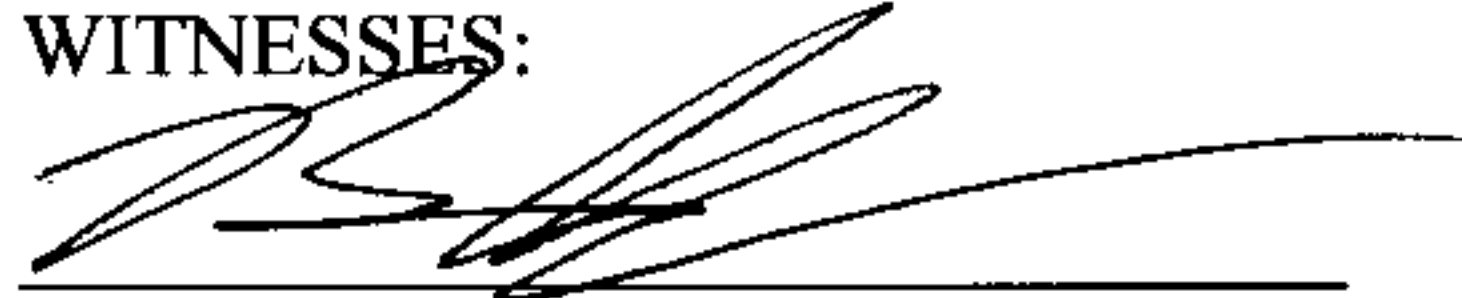
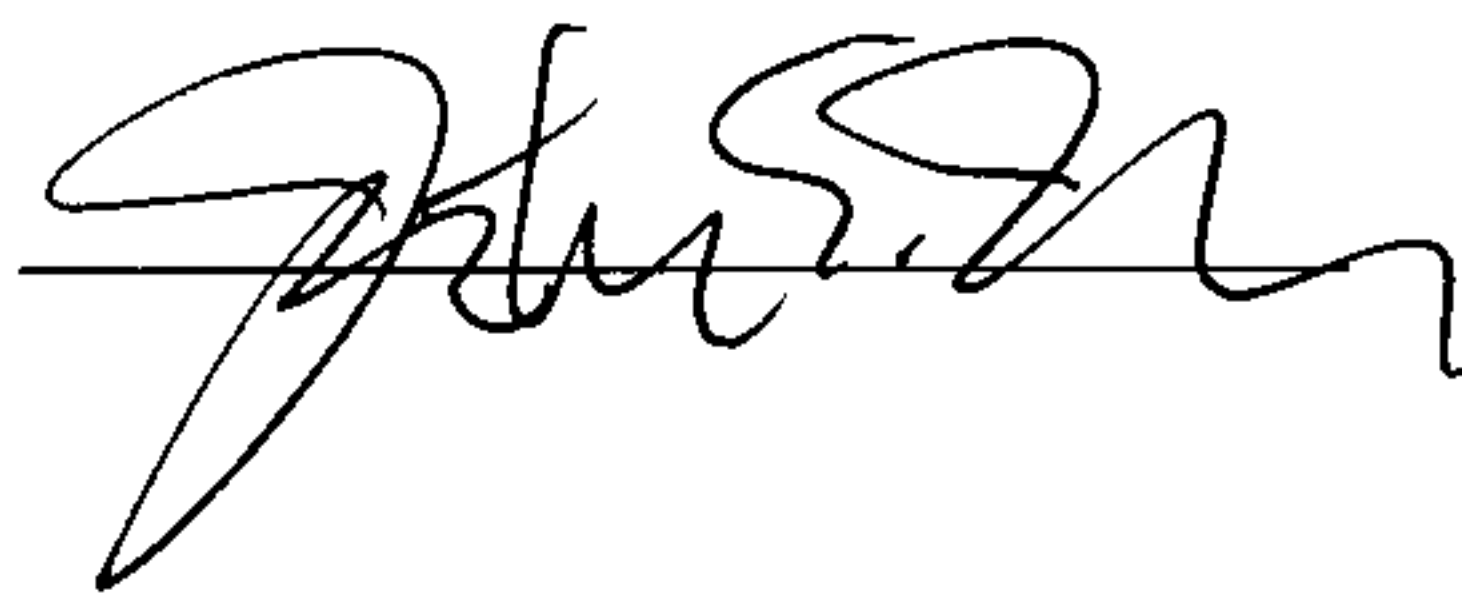
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 20____.

By: _____

By: _____

Authorized Representative

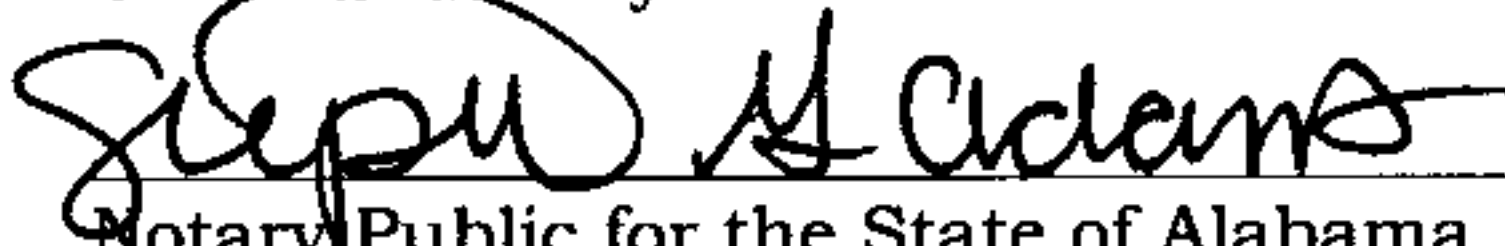
WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
Glenn Siddle whose name is signed to the foregoing certificate
as managing member, 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 25th day of January, 2018



Notary Public for the State of Alabama

My commission expires




20180125000026330 4/5 \$28.00
Shelby Cnty Judge of Probate, AL
01/25/2018 03:35:14 PM FILED/CERT



20180125000026330 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
01/25/2018 03:35:14 PM FILED/CERT

SCALE: 1" = 100'

120 BISHOP CIRCLE, SUITE 300

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