

PERMANENT EASEMENT DEED

\$500.00

STATE OF ALABAMA)
SHELBY COUNTY)

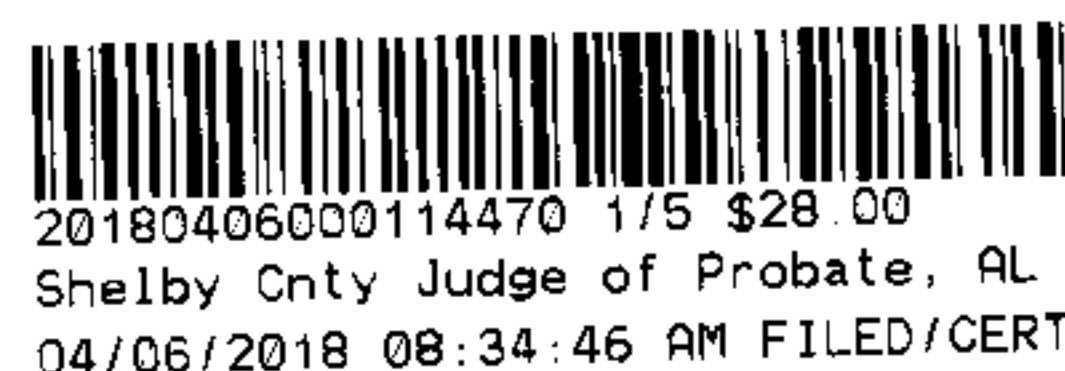
The Barber Companies, Inc.

PID #: 09-8-27-0-001-015.005

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, **THE BARBER COMPANIES, INC.** (Grantor), does hereby grant, bargain, and convey unto 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 mains, pipes, water meters, with appurtenances. Said strip of land being located within Lot 1 of the Barbers CMD Chelsea Plat recorded in Map Book 27, Page 121, in the office of the Judge of Probate, Shelby County, Alabama, said strip being more particularly described as follows and depicted on Exhibit A attached hereto (the "Easement Property"):

Commencing at the southeast corner of Lot 1 of the Barbers CMD Chelsea Plat recorded in Map Book 27, Page 121 in the office of the Judge of Probate, Shelby County, Alabama (Parcel ID 09 8 27 0 001 015.005); thence run along the northern right-of-way of US Highway 280 S 79'22'56" W. a distance of 3.34 feet to a point, said point being the POINT OF BEGINNING. Thence continuing along said right-of-way S 79'22'56"W, a distance of 16.00 feet to a point; Thence leaving said right-of way N 10'37'04" W. a distance of 47.00 feet to a point; Thence N 79'22'56"E, a distance of 16.00 feet to a point; Thence S. 10'37'04" E, a distance of 47.00 feet to a point, said point being the POINT OF BEGINNING. Said tract of parcel of land containing 0.017 acres (752 square feet).

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 Easement Property, 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 the Easement Property or interfere with the right of the Grantee to enter upon the Easement Property 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; provided, however, that (i) when using such adjacent lands on Grantor's property, Grantee shall use reasonable efforts to minimize any disruptions to the business operations of the occupants of Grantor's property, and (ii) any and all disturbed areas within said adjacent lands or within the Easement Property will be put back to substantially match the state and condition of the grassing, natural ground or concrete paving of such area which existed prior to disturbing the land.

Grantee agrees to leave or restore the property substantially as found upon commencement of any work in connection with said easement (including the repair of damage to any paving or curbs caused by Grantee) but is not required to improve said property beyond the state and condition of such area which existed immediately prior to the commencement of Grantee's work. Grantor covenants that it has good and merchantable title to said property and good right to convey this easement, subject to the terms of any other easements of record or rights in favor of any other public utilities.

In the event Grantor desires for any reason to move, relocate or otherwise alter the location of the foregoing easement, Grantor may do so at its own expense, including the reasonable expense of relocating water mains, water pipes and water meters, with appurtenances, appliances, fixtures, equipment and other items necessary for Grantee to exercise the rights granted herein, provided that Grantor must provide Grantee with at least thirty (30) days written notice of its intent to move, relocate or otherwise alter the location of said easement. Said relocated easement shall

be designed by a professional engineer and shall be submitted to and approved by Grantee prior to performing any work in connection with the relocation.

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20180406000114470 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
04/06/2018 08:34:46 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 4th day of April, 2018.

GRANTOR:

THE BARBER COMPANIES, INC. an
Alabama corporation

By: Charles M. Miller, Jr.
Charles M. Miller, Jr, its President

WITNESSES:

[Signature]
[Signature]

STATE OF ALABAMA
SHELBY COUNTY

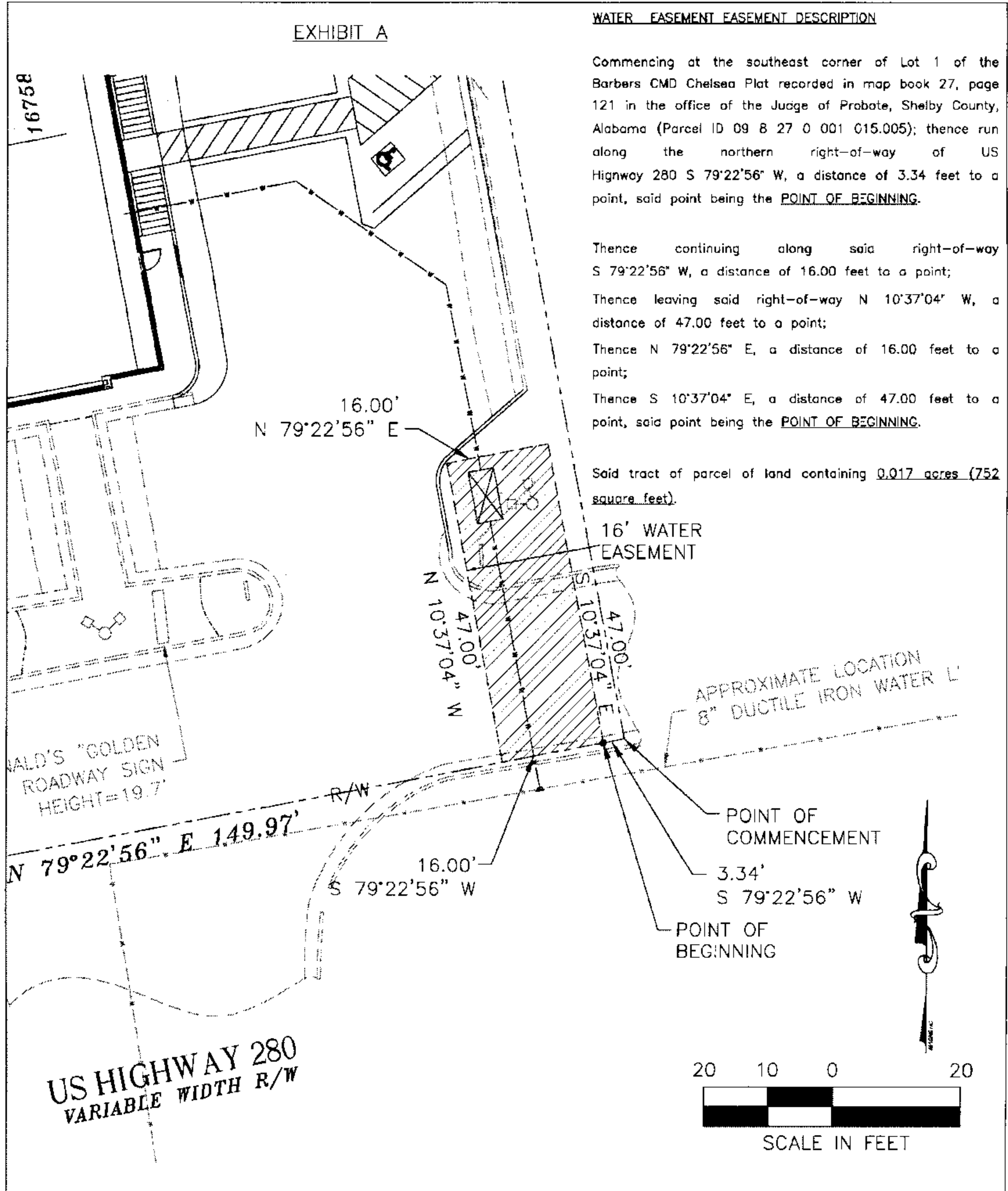
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Charles M. Miller, Jr. whose name is signed to the foregoing certificate as President, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate,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

Given under my hand and seal this the 4th day of April, 2018

[Signature]
Notary Public for the State of Alabama
My commission expires 1-18-2020

EXHIBIT A

20180406000114470 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
04/06/2018 08:34:46 AM FILED/CERT



DRAWING TITLE:		PROJECT NO.:		PROJ. MGR.:	
WATER EASEMENT EXHIBIT		—		TMC	
PROJECT NAME:		DATE:		DRWN. BY:	
McDONALD'S RESTAURANT 16758 US HWY. 280, CHELSEA, AL 35043		1/26/18		LW	
CLIENT:		SCALE:		CHKD. BY:	
McDONALD'S USA, LLC ONE GLENLAKE PARKWAY SUITE 500, ATLANTA, GA 30028		1" = 20'		TMC	
		DRAWING NO:		A	