

PERMANENT EASEMENT DEED**Covenant Classical Valve Box**

STATE OF ALABAMA)
SHELBY COUNTY)



20180419000131340 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
04/19/2018 09:46:19 AM FILED/CERT

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, Alabama, receipt whereof is hereby acknowledged, we, the undersigned, Greystone CCS Development, LLC, an Alabama limited liability company, (Grantors), do hereby grant, bargain, and convey to Shelby County, Alabama (Grantee), its agents, successors, and assigns, a permanent easement and right-of-way for ingress and egress to and from, also over, under and across a strip of land (more particularly hereinafter referred to as the "Water line Easement") for the purpose of constructing, operating, maintaining, and repairing water line mains, pipes, and appurtenances. Said strip of land for Water line Easement being located within the property of the undersigned Grantors as described in Instrument No. 20171017000377650, in the office of Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows:

A water line easement being a part of Lot 2-A2 according to the survey of Tattersall Park Resurvey No. 2, as recorded in Map Book 48, Page 53 in the Probate Office of Shelby County, Alabama, and being situated in the Southeast quarter of the Northwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Lot 2-A2, according to the survey of Tattersall Park Resurvey No. 2, as recorded in Map Book 48, Page 53 in the Probate Office of Shelby County, Alabama, said point lying on the Southwesterly right-of-way line of Greystone Way; thence run in a Southwesterly direction along the Northwesterly line of said Lot 2-A2 a distance of 68.94 feet to the P.C. (point of curvature) of a to the right having a radius of 54.00 feet and a central angle of 95°21'08"; thence 57°54'45" left (angle measured to tangent) in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve and the Northwesterly line of said Lot 2A-2 a distance of 89.87 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 15.00 feet and a central angle of 37°26'26"; thence in a Southwesterly direction along the arc of said curve and the Northwesterly line of Lot 2A-2 a distance of 9.80 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Northwesterly line said Lot 2A-2 a distance of 77.81 feet to a point; thence 92°54'37" to the left in a Southeasterly direction a distance of 5.01 feet to the Southeasterly line of a 5' Utility Easement according to said Tattersall Park Resurvey No. 2, being the Point of Beginning of the herein described easement; thence continue along last described course in a Southeasterly direction a distance of 12.04 feet to a point; thence 90°00'00" to the right in a Southwesterly direction a distance of 19.00 feet to a point; thence 90°00'00" to the right in a Northwesterly direction a distance of 13.00 feet to the Southeasterly line of said Utility Easement; thence 92°54'37" to the right in a Northeasterly direction along the Southeasterly line of said easement a distance of 19.02 feet to the point of beginning.

The grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with 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 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, pipe, 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 an repair of 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 WITNESSS WHEREOF, the undersigned have hereunto set their hands and seals, all on the 16th day of April, 2018.

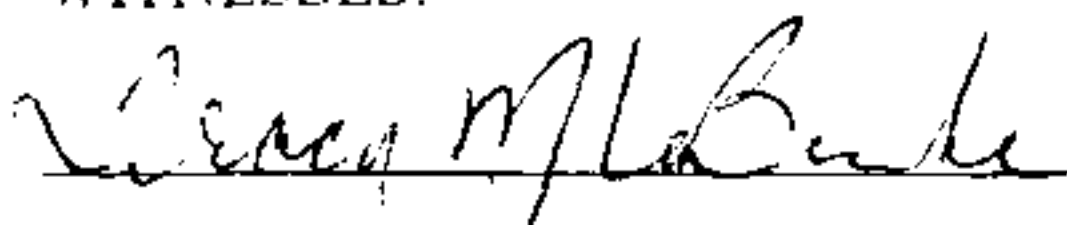
Greystone CCS Development, LLC


By: 
(Name of Grantor & Title)

John LaBrecque

CEO

WITNESSES:




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GREYSTONE WAY

Point of Commencement

LOT 2-A1

Point of Beginning

LOT 2-B
TATTERSALL PARK
RESURVEY NO. 1
(Map Book 48, Page 8)

FUTURE ROAD

FUTURE ROAD

LOT 2-A1

LOT 2-A2

TATTERSALL PARK
RESURVEY NO. 2
(Map Book 48, Page 53)

SE 1/4 - NW 1/4
SEC. 32, T16S, R1W

Access & Utility
Easement

100'

Access & Utility
Easement

Scale: 1" = 100'
Graphic Scale



G:/18/054/Survey/Exhibit/covenant easement.dgn

COVENANT CLASSICAL SCHOOL WATER EASEMENT EXHIBIT

DATE: APRIL 9, 2018

SCALE: 1" = 100'



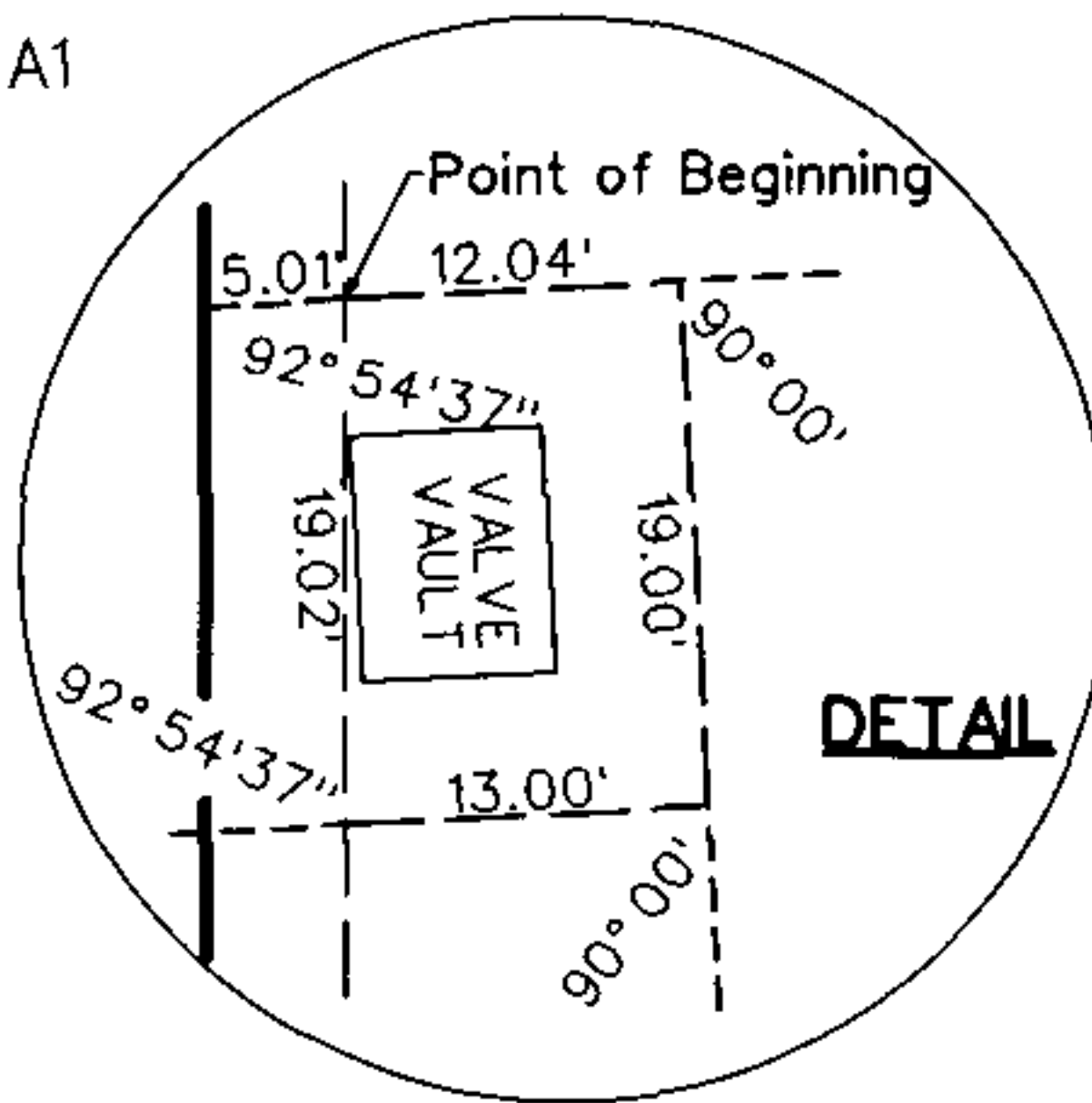
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SCHOFEL

Consulting Engineers

1001 22nd Street South
Birmingham, Alabama 35205
205.323.6156

Civil
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DETAIL