


STATE OF ALABAMA)
SHELBY COUNTY)


20180419000131390 1/3 \$22.00
Shelby Cnty Judge of Probate: AL
04/19/2018 09:46:24 AM FILED/CERT

TEMPORARY EASEMENT

TATTERSALL PARK NORTH W-2

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, the undersigned, EBSCO INDUSTRIES, INC., a Delaware corporation (“Grantor”), does hereby grant, bargain, and convey to Shelby County, Alabama (“Grantee”), its agents, successors, and assigns, a temporary easement and right-of-way for ingress and egress to and from, over, under and across the hereinafter described strip of land (more particularly hereinafter referred to as the “Water Line Easement”) for the purpose of constructing, operating, maintaining, and repairing underground water line mains, pipes, and appurtenances. Said strip of land for the Water Line Easement being more particularly described as follows:

A 10.00 foot wide water line easement, said easement being 5 foot wide on both sides of a centerline and being situated in the Northeast quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Lot 2-A1, 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 Southeasterly right-of-way line of Alabama Highway No. 119; thence run in a Southwesterly direction along said right-of-way line a distance of 44.11 feet to a point; thence 90°03’05” to the left in a Southeasterly direction, leaving said right-of-way line, a distance of 315.40 feet to the Point Of Beginning of a 10 foot wide water line right-of-way lying 5 feet to each side of, parallel to and abutting the following described centerline; thence 89°59’02” to the left in a Northeasterly direction a distance of 9.08 feet to a point; thence 42°43’29” to the right in a Northeasterly direction a distance of 5.74 feet to a point; thence 44°52’55” to the right in a Southeasterly direction a distance of 19.20 feet to a point; thence 42°26’28” to the left in a Northeasterly direction a distance of 12.55 feet to a point; thence 44°49’08” to the left in a Northeasterly direction a distance of 15.12 feet to a point; thence 2°10’38” to the right in a Northeasterly direction a distance of 9.11 feet to a point; thence 1°50’43” to the left in a Northeasterly direction a distance of 64.19 feet to a point; thence 7°03’12” to the right in a Northeasterly direction a distance of 19.78 feet to a point; thence 5°26’50” to the right in a Northeasterly direction a distance of 75.52 feet to a point on the South line of the aforementioned Lot 2A-1, said point being the Point of Ending of this right-of-way.

Subject to the remaining terms and provisions of this Temporary Easement, Grantee shall have the right and privilege to use the Water Line Easement for the purpose of constructing, operating, maintaining and repairing underground water line mains, pipes, and appurtenances, including the right to cut and keep clear all trees, undergrowth and other obstructions from said Water Line Easement when deemed reasonably necessary for the avoidance of danger in and about said Water Line Easement.

Subject to the remaining terms and provisions of this Temporary Easement, Grantee shall have free access, ingress and egress to and from the Water Line Easement and the rights-of-way of those roadways lying adjacent to the Water Line Easement (the “Roadway ROW”) as shown on Exhibit A hereto for the purposes herein mentioned, and Grantor shall erect no structures on the portion of land above described lying within the width of said Water Line 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 Water Line Easement or interfere with the right of Grantee to enter upon said Water Line Easement 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 the Roadway ROW during the construction of any water mains, pipes, and appurtenances in or along the Water Line Easement. Any and all disturbed areas within said Water Line Easement or any adjoining property will be restored to the previous condition as existed immediately prior to any disturbance.

Grantee agrees to leave the Water Line Easement substantially as found upon commencement of construction of any water line mains, pipes or appurtenances within the Water Line Easement but is not required to improve said Water Line Easement beyond its original state and condition, subject to the above described requirements as to restoration by Grantee. Grantor covenants that it has good and merchantable title to said Water Line Easement and good right to convey this easement.

Notwithstanding anything provided herein to the contrary, if, at any time after the date hereof, the Water Line Easement is reflected on or within any right-of-way of any public roadway shown on any one or more subdivision plats, then this Temporary Easement shall automatically terminate, be deemed null and void and of no further force and effect without further action by either Grantor or Grantee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on the 19th day of April, 2018.


EBSCO INDUSTRIES, INC., a Delaware corporation

By: 
Printed Name: Brooks Knapp
Title: Vice President

WITNESSES:






20180419000131390 2/3 \$22.00
Shelby Cnty Judge of Probate, AL
04/19/2018 09:46:24 AM FILED/CERT

rs Civil
 Surveying
 Environmental
Water Resources
High Definition
 Surveying