

\$ 500.00

PERMANENT EASEMENT DEED

**TATTERSALL PARK NORTH LOT 5B**

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Double Oak Water Reclamation, LLC, receipt whereof is hereby acknowledged, we, the undersigned, EBSCO Industries, Inc. , (Grantors), do hereby grant, bargain, and convey to Double Oak Water Reclamation, LLC (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 "Sanitary Sewer Easement") for the purpose of constructing, operating, maintaining, and repairing sanitary sewer mains, pipes, and appurtenances. Said strip of land for Sanitary Sewer Easement being located within the property of the undersigned Grantors as described in Instrument No. 1992-12198, in the office of Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows:

SANITARY SEWER EASEMENT AS DESCRIBED BELOW AND AS ILLUSTRATED IN EXHIBIT A, ATTACHED HERETO:

A 20.00 foot wide sanitary sewer easement, said easement being 10 foot wide on both sides of a centerline 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 Southeast corner of Lot 5-B, according to the survey of Tattersall Park Resurvey No. 4, as recorded in Map Book 49, Page 96 in the Probate Office of Shelby County, Alabama; thence run in a Northwesterly direction along the Southerly line of said Lot 5-B a distance of 10.75 feet to the POINT OF BEGINNING of a 20 foot wide sanitary sewer right-of-way lying 10 feet to each side of, parallel to and abutting the following described centerline: thence 115°14'11" to the right in a Northeasterly direction a distance of 15.43 feet to the Southerly line of an existing sanitary sewer easement according to the survey of Tattersall Park Resurvey No. 3 as recorded in Map Book 49, Page 81A&B in the Probate Office of Shelby County, Alabama, being the Point of Ending of this right-of-way.

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

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Shelby County, AL 02/19/2019  
State of Alabama  
Deed Tax: \$ 50

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.

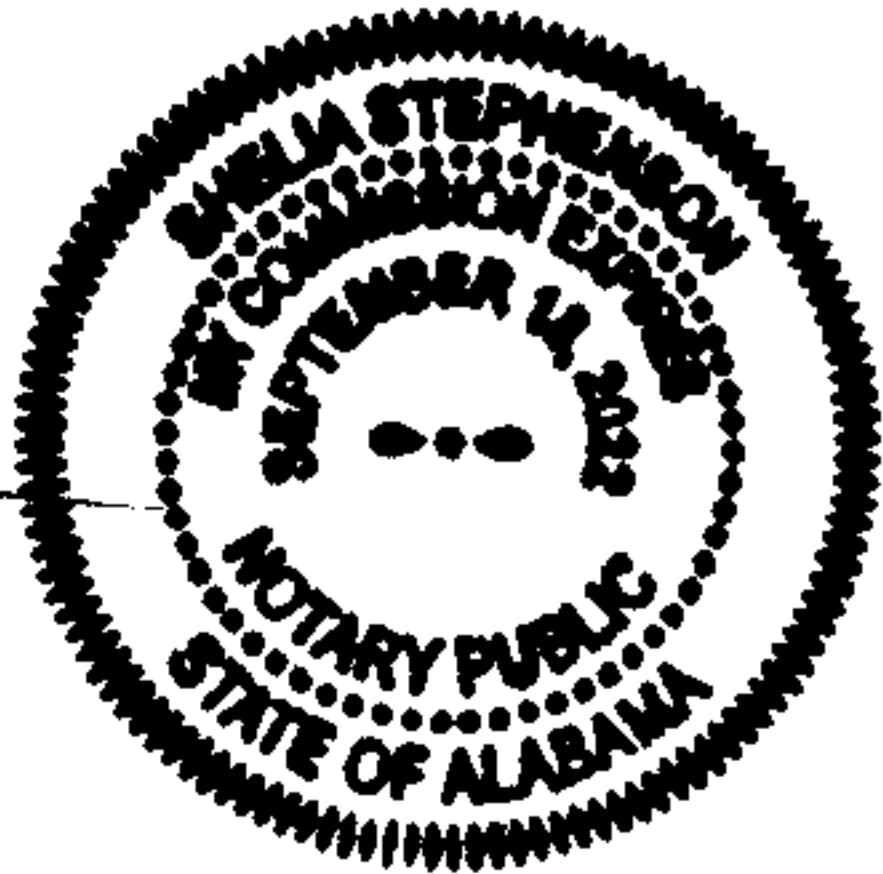
In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the 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 19th day of February, 2019.

EBSCO Industries, Inc.  
By: Brooks Kuapp VP  
(Name of Grantor & Title)  
Brooks Kuapp  
V. P.

WITNESSES:  
Shelia Stephenson

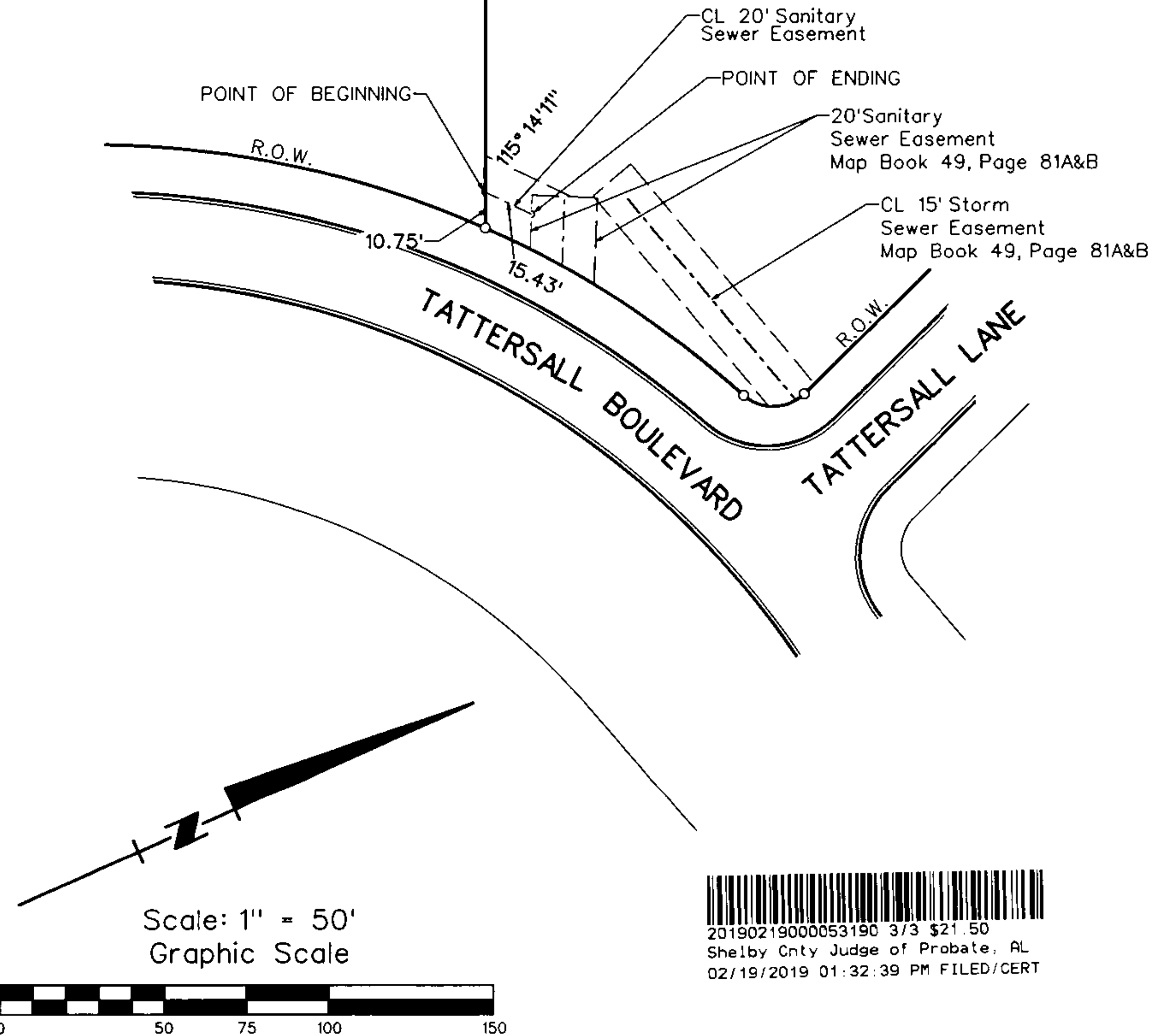
Shelia Stephenson



TATTERSALL PARK  
RESURVEY NO. 4  
Map Book 49, Page 96

LOT 5-A

LOT 5-B



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TATTERSALL PARK NORTH  
SANITARY SEWER EASEMENT  
EXHIBIT - LOT 5-B

DATE: February 7, 2019  
SCALE: 1" = 50'  
FILE NAME: 18111\_Lot 5B San Easment Exhibit

**SCHOPPEL**

Consulting Engineers

1001 22nd Street South  
Birmingham, Alabama 35205  
205.323.6166

Civil  
Surveying  
Environmental  
Water Resources  
High Definition  
Surveying

EXHIBIT - A