

\$500

PERMANENT EASEMENT DEED

**CHELSEA PARK**  
**15th SECTOR**

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 Shelby Ridge Utility Systems LLC, receipt whereof is hereby acknowledged, we, the undersigned Chelsea Park Holding LLC, a Delaware limited liability company and Chelsea Park Residential Association, Inc, a Alabama not-for-profit corporation (Grantors), do hereby grant, bargain, and convey unto Shelby Ridge Utility Systems LLC (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across strips of land for the purpose of constructing, operating, maintaining and repairing sanitary sewer mains, pipes, and appurtenances. Said strips of land being located within the property of the undersigned Grantors as described in Deed Books 20110915000274040 Pages 1-13, and 20180122000020620 Pages 1-7, in the office of the Judge of Probate, Shelby County, Alabama said strips being shown on "Exhibit A" and more particularly described as follows:

**SANITARY SEWER EASEMENT #1:**

A 20 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:


COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 43 DEGREES 07 MINUTES 23 SECONDS EAST FOR 19.25 FEET; THENCE RUN NORTH 87 DEGREES 58 MINUTES 54 SECONDS EAST FOR 146.55 FEET; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 06 SECONDS EAST FOR 92.10 FEET; THENCE RUN SOUTH 47 DEGREES 42 MINUTES 57 SECONDS EAST FOR 40.64 FEET TO THE END POINT OF SAID CENTERLINE.

**SANITARY SEWER EASEMENT #2:**

A 20 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET; THENCE RUN NORTH 43 DEGREES 07 MINUTES 23 SECONDS EAST FOR 19.25 FEET; THENCE RUN NORTH 87 DEGREES 58 MINUTES 54 SECONDS EAST FOR 146.55 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN SOUTH 00 DEGREES 40 MINUTES 04 SECONDS WEST FOR 18.84 FEET TO THE END POINT OF SAID CENTERLINE.

Shelby County, AL 06/20/2019  
State of Alabama  
Deed Tax: \$ .50

  
20190620000220490 1/6 \$30.50  
Shelby Cnty Judge of Probate, AL  
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**SANITARY SEWER EASEMENT #3:**

A 20 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET; THENCE RUN NORTH 43 DEGREES 07 MINUTES 23 SECONDS EAST FOR 19.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 44 DEGREES 33 MINUTES 39 SECONDS WEST FOR 40.64 FEET TO THE END POINT OF SAID CENTERLINE.

**SANITARY SEWER EASEMENT #4:**

A 20 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 23.48 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 80 DEGREES 16 MINUTES 43 SECONDS WEST FOR 103.44 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 22 SECONDS WEST FOR 275.17 FEET TO THE END POINT OF SAID CENTERLINE.

**SANITARY SEWER EASEMENT #5:**

A 20 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 10 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 23.48 FEET; THENCE RUN NORTH 80 DEGREES 16 MINUTES 43 SECONDS WEST FOR 103.44 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN SOUTH 26 DEGREES 37 MINUTES 01 SECONDS WEST FOR 37.80 FEET TO THE END POINT OF SAID CENTERLINE.

**SANITARY SEWER EASEMENT #6:**

A 10 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 5 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 1026.11; THENCE RUN SOUTH 00 DEGREES 51 MINUTES 32 SECONDS EAST FOR 52.75 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10' SANITARY SEWER EASEMENT AND A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 56 DEGREES 30 MINUTES 16 SECONDS WEST, AND A CHORD LENGTH OF 45.00 FEET; THENCE RUN ALONG SAID ARC FOR 50.88 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 475.70 FEET, A CHORD BEARING OF NORTH 02 DEGREES 41 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 175.13 FEET; THENCE RUN ALONG SAID ARC FOR 176.13 FEET; THENCE RUN NORTH 75 DEGREES 28 MINUTES 27 SECONDS WEST FOR 40.01 FEET TO THE END POINT OF SAID CENTERLINE.

**SANITARY SEWER EASEMENT #7:**

A 10 FOOT WIDE SANITARY SEWER EASEMENT, SAID EASEMENT BEING 5 FEET WIDE ON BOTH SIDES OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF LOT 1584, ACCORDING TO THE SURVEY OF "CHELSEA PARK 15TH SECTOR" AS RECORDED IN MAP BOOK 50, PAGE 62 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 40°24'09" WEST ALONG THE WESTERLY LINE OF SAID LOT 1584 FOR 200.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1584; THENCE RUN NORTH 51°53'32" WEST FOR 267.52 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10' SANITARY SEWER EASEMENT; THENCE RUN ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 56°30'16" WEST, AND A CHORD LENGTH OF 30.00 FEET, FOR 33.92

FEET; THENCE RUN ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 465.70 FEET, A CHORD BEARING OF NORTH 02°29'25" EAST, AND A CHORD LENGTH OF 168.26 FEET, FOR 169.19 FEET; TO THE END OF SAID EASEMENT CENTERLINE.


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 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.

  
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,  
all on this 17<sup>th</sup> day of June, 2019.

By:

Raymond Edlerma  
President, Chelsea Park Holding, LLC

By:

Raymond Edlerma  
Chelsea Park Residential Association, Inc  
ITS: President

WITNESSES:

James C. McConley



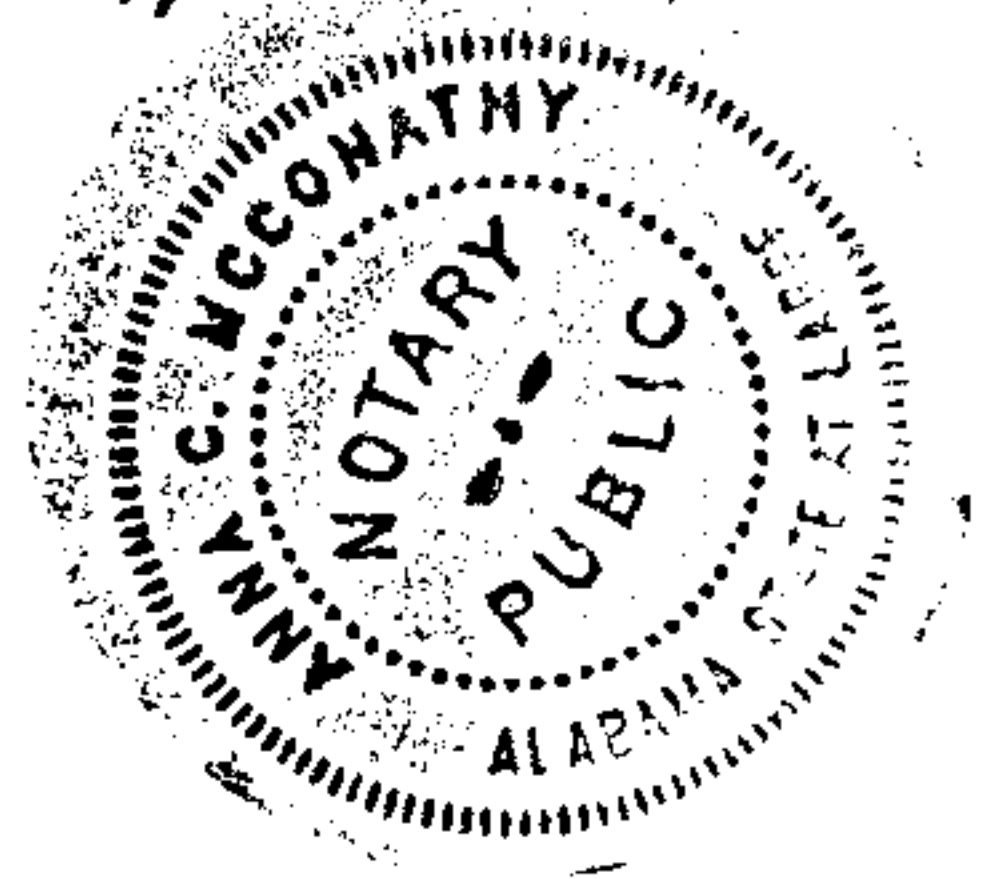
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STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman whose name is signed to the foregoing conveyance, and is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my and official seal this 17<sup>th</sup> of June 2019.

Annis C. McConathy  
NOTARY PUBLIC  
My Commission Expires: June 29, 2022



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