

~~\$5.00~~

PERMANENT EASEMENT DEED

**Walk-On's Restaurant Water Line**

PID 03-09-32-0-001-005.011

Geaux Route Holdings, L.L.C.

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 County, Alabama, receipt whereof is hereby acknowledged, we, the undersigned, Geaux Route Holdings, L.L.C., a Louisiana 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. 20190116000017950, 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 5-A 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, and being situated in the Southeast quarter of the Northwest quarter and 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 Northeast corner of Lot 5-A, 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, said point lying on the Northwesterly right-of-way line of Tattersall Boulevard and on a curve to the left having a radius of 300.00 feet and a central angle of 23°00'50"; thence run in a Southwesterly direction along the Northwesterly right of way line of Tattersall Boulevard a distance of 120.50 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Northwesterly right of way line of Tattersall Boulevard a distance of 17.00 feet; thence 90°00'00" to the right in a Northwesterly direction a distance of 10.00 feet to the Northwesterly line of a 10' water line easement according to Tattersall Park Resurvey No.3 , as recorded in Map Book 49, Pages 81 A&B, being the Point of Beginning of the herein described easement; thence 90°00'00" to the left in a Southwesterly direction along the Northwesterly line of said easement a distance of 42.00 feet; thence 90°00'00" to the right in a Northwesterly direction a distance of 6.00 feet; thence 90°00'00" to the right in a Northeasterly direction a distance of 42.00 feet; thence 90°00'00" to the right in a Southeasterly direction a distance of 6.00 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.

  
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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 19 day of August, 2019.

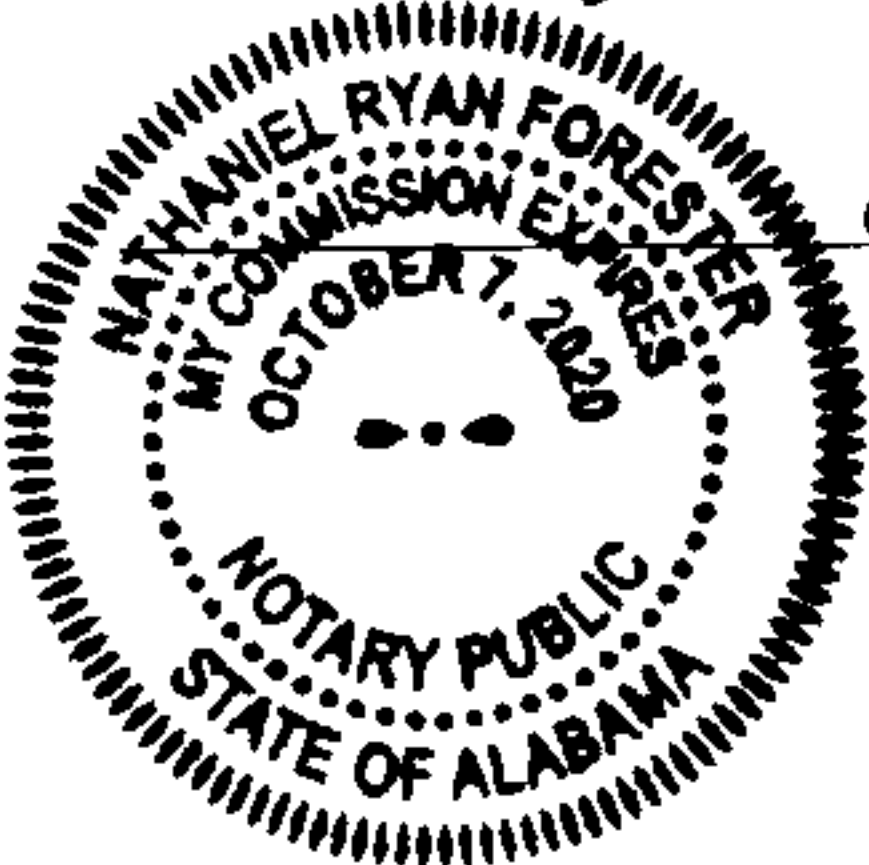
Geaux Route Holding, L.L.C.

By: Matt Roth  
Matt Roth,  
Partner

WITNESSES:

[Signature]

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