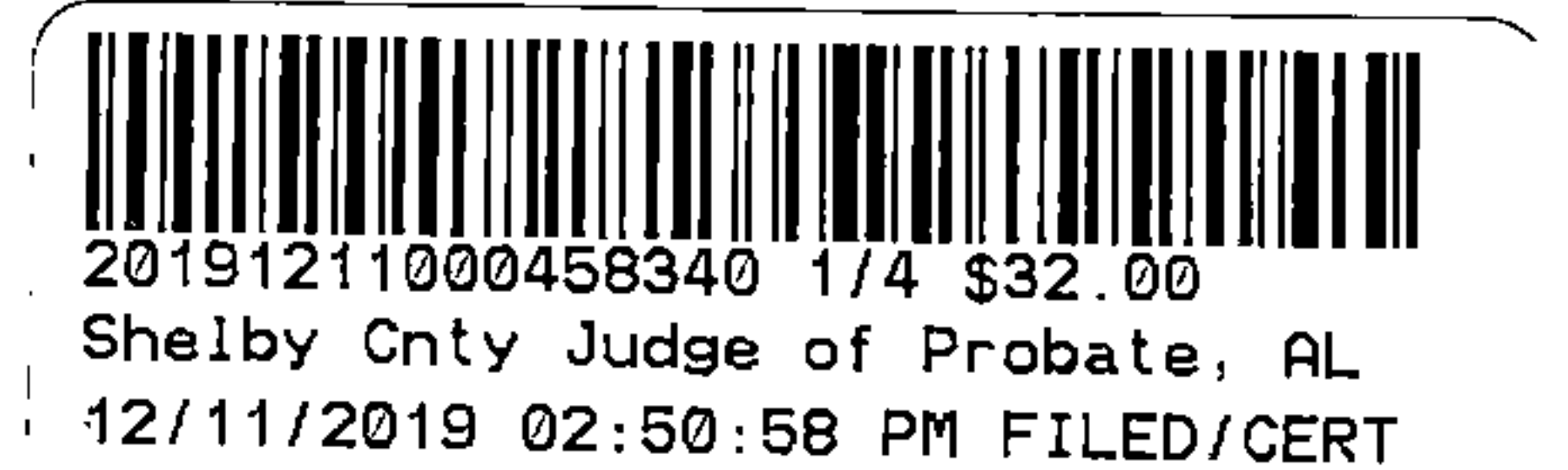


PERMANENT EASEMENT DEED



Firestone Hoover Water Line

PID 03 09 32 0 001 005.010

**STATE OF ALABAMA)
SHELBY COUNTY)**

Palmetto Hoover-Hwy 119, LLC

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, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land (hereinafter the "Easement Area" for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. The easement area is located within the property of the undersigned Grantor described in **Instrument No. 20190628000232380**, in the office of the Judge of Probate, Shelby County, Alabama. The Easement Area is depicted in the attached Exhibit "A" as is more particularly described as follows:

A water line easement being a part of Lot 3-B according to the survey of Amended Map - Tattersall Park Resurvey No. 5, as recorded in Map Book 50, Page 84 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:

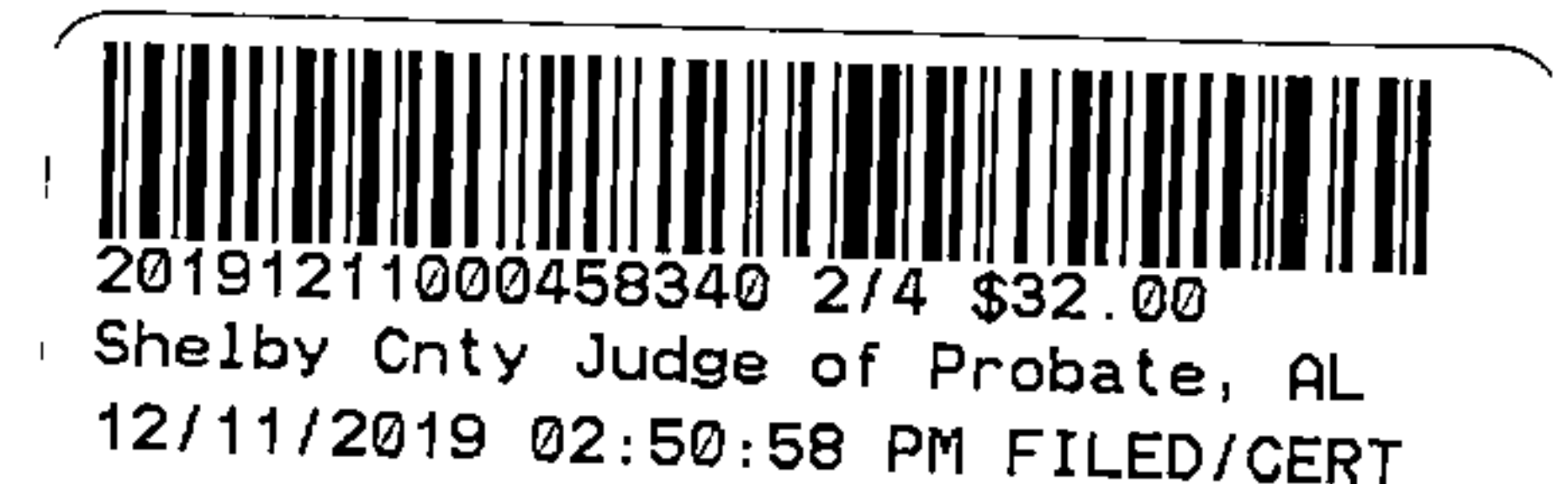
Commence at the Southeast corner of Lot 3-B, according to the survey of Amended Map - Tattersall Park Resurvey No. 5, as recorded in Map Book 50, Page 84 in the Probate Office of Shelby County, Alabama, said point lying on the Northwesterly right-of-way line of Tattersall Lane; thence run in a Northeasterly direction along the Northwesterly right of way line of Tattersall Lane a distance of 92.34 feet to the Point of Beginning of the herein described easement; thence 90°00'00" to the left in a Northwesterly direction a distance of 17.00 feet; thence 90°00'00" to the right in a Northeasterly direction a distance of 13.50 feet; thence 90°00'00" to the right in a Southeasterly direction a distance of 11.00 feet; thence 15°00'00" to the right in a Southeasterly direction a distance of 6.21 feet to a point on the Northwesterly right-of-way line of Tattersall Lane; thence 75°00'00" to the right in a Southwesterly direction along the Northwesterly right of way line of Tattersall Lane a distance of 11.89 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 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 within the Easement Area and on the lands of the undersigned immediately adjacent thereto but on to the extent when deemed reasonably necessary for the avoidance of danger in and about said public use of said Easement Area.

The Grantee shall have reasonable access, ingress and egress to and from said Easement Area over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no structures within the Easement Area, 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 Area 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. In connection with Grantee's access of the Easement Area, Grantee shall take commercially reasonable steps to avoid disruptions of the business being operated on Grantor's property.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor for the purposes heretofore expressed so long as such placement does not impair access to Grantor's property. Any and all disturbed areas within the Easement Area and adjacent property of the Grantor 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 covenants that it has good and merchantable title to said property and good right to convey this easement.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10th day of December, 2019.

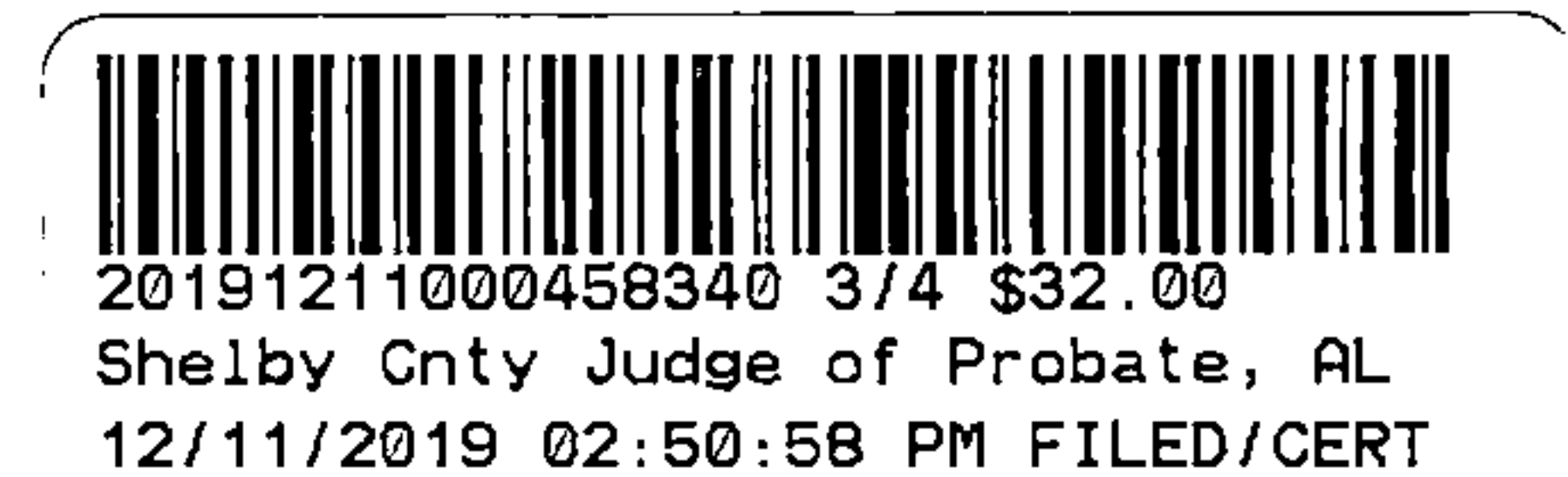
PALMETTO HOOVER-HWY 119, LLC

By: Palmetto Capital Group, LLC
Its Manager

By: Daniel Land Company, Inc.
Its Manager

By: John N. Daniel, III
John N. Daniel, III, President

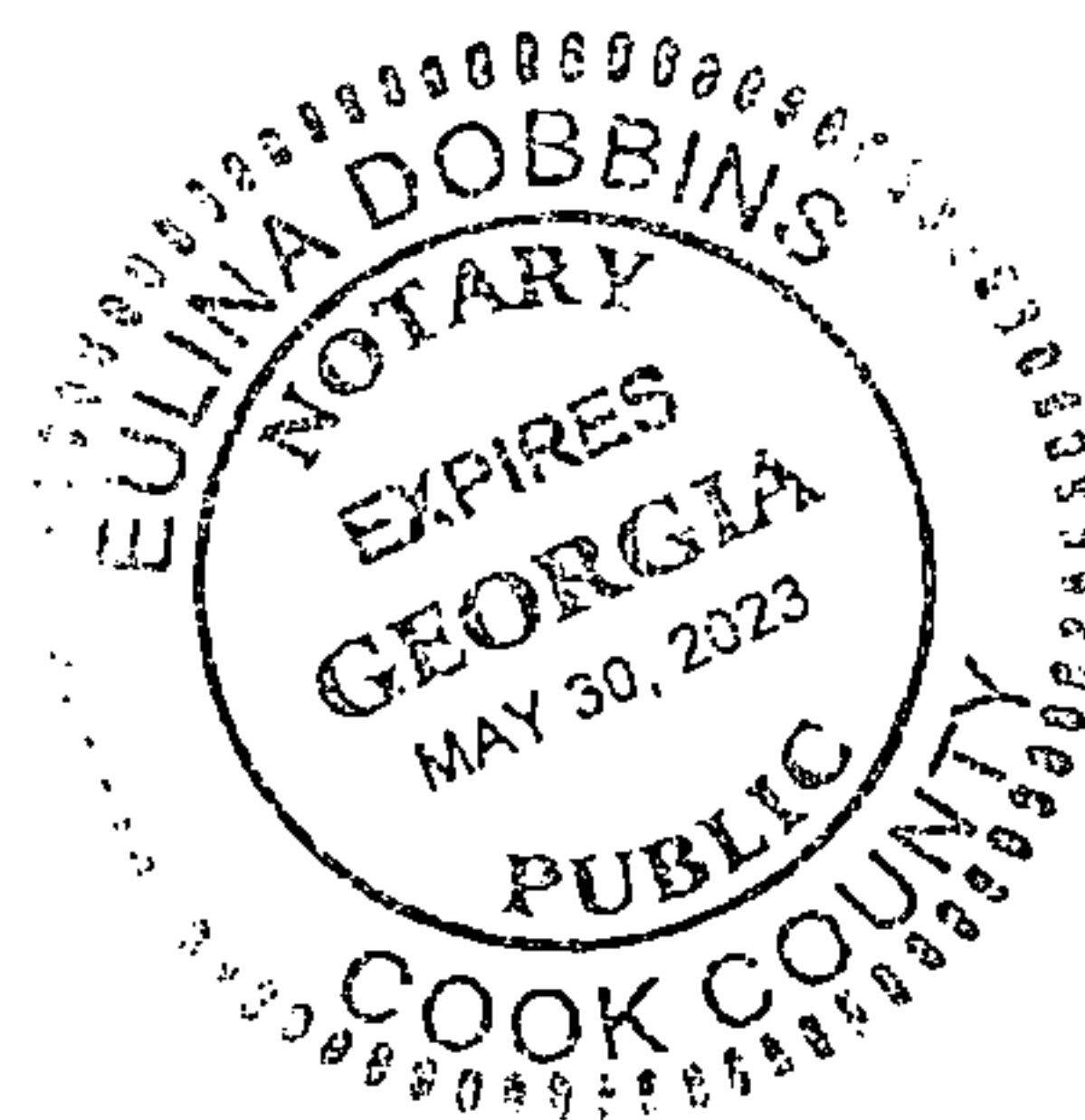
STATE OF GEORGIA
~~THOMAS~~ COUNTY
COOK

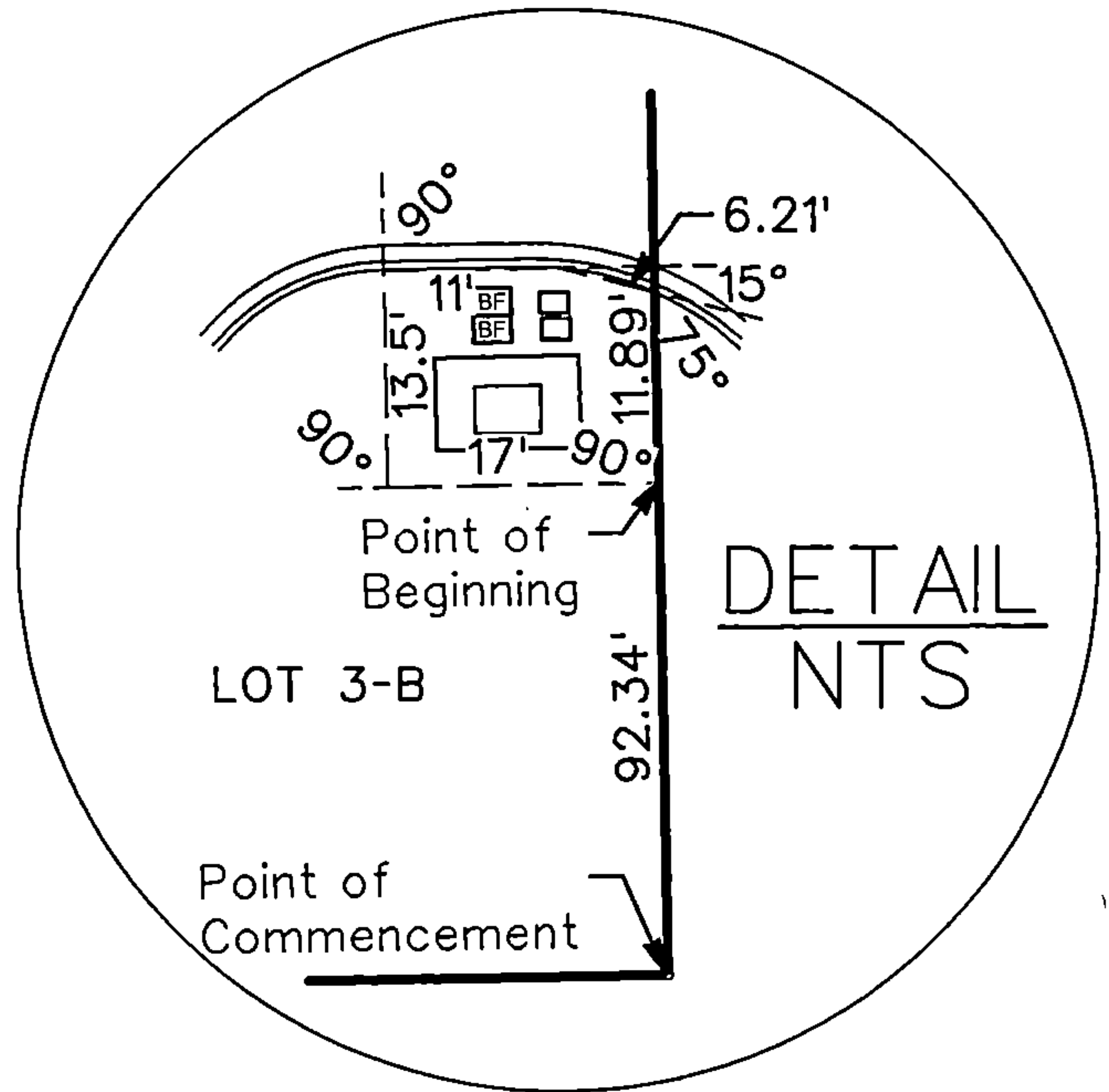
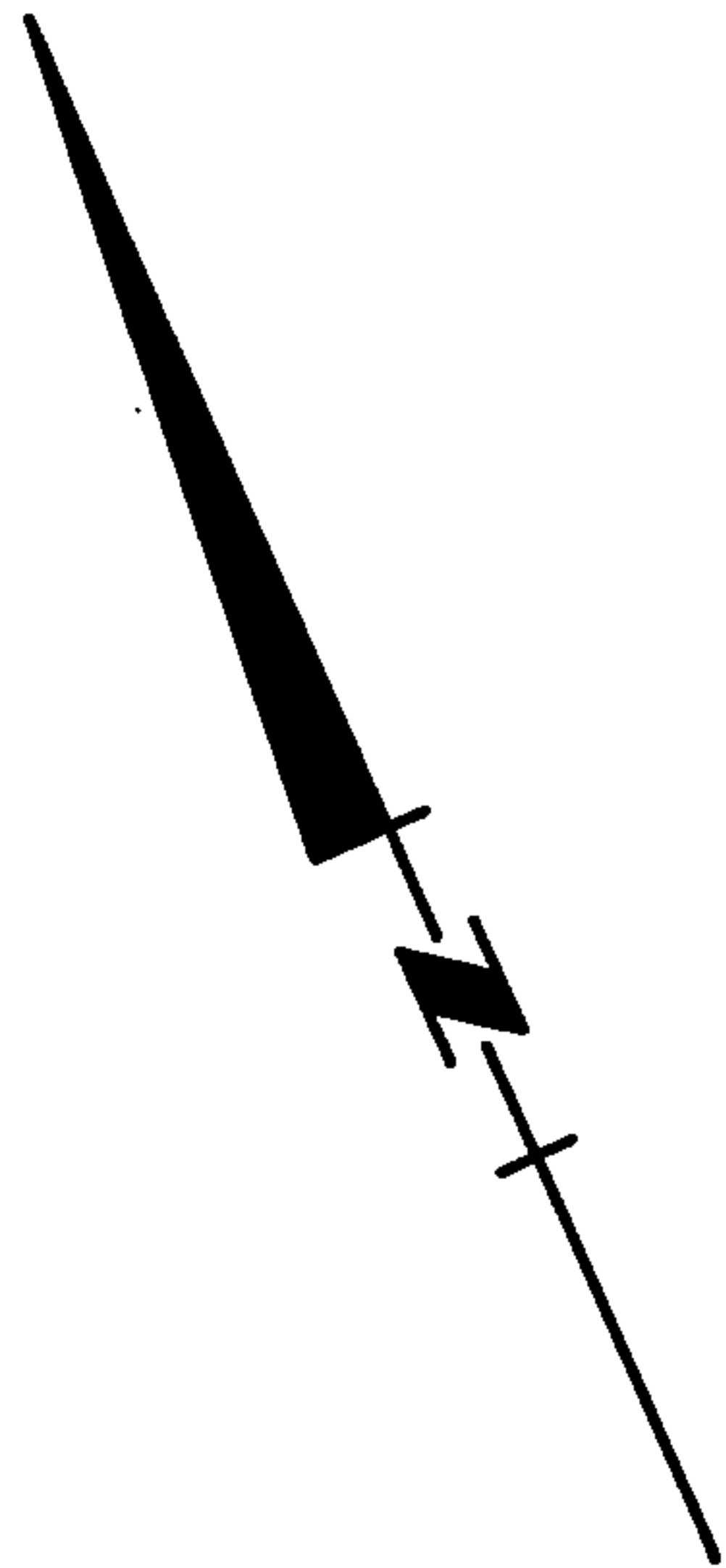


I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, **John N. Daniel, III**, whose name is signed to the foregoing certificate as **President of Daniel Land Company, Inc., a Georgia corporation, which entity is the Manager of Palmetto Capital Group, LLC, a Florida limited liability company, which entity is the Manager of Palmetto Hoover-Hwy 119, LLC, a Florida limited liability company**, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 10th day of December, 2019

Eulina Dobbins
Notary Public for the State of Georgia
My commission expires May 30, 2023





ALABAMA HIGHWAY
NO. 119

LOT 3-B
AMENDED MAP
TATTERSALL PARK
RESURVEY NO. 5
(Map Book 50, Page 84)

See Detail

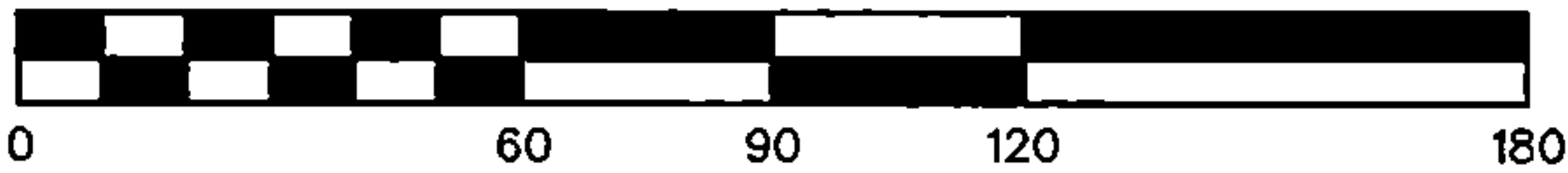
Point of
Beginning

Point of
Commencement

TATTERSALL LANE

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

Scale: 1" = 60'
Graphic Scale



20191211000458340 4/4 \$32.00
Shelby Cnty Judge of Probate, AL
12/11/2019 02:50:58 PM FILED/CERT

TATTERSALL PARK NORTH WATER LINE EASEMENT EXHIBIT - LOT 3-B

DATE: December 4, 2019
SCALE: 1" = 60'
FILE NAME: 19130_Water Easment Exhibit

SCHOFEL

Birmingham | Huntsville

1001 22nd Street South | 7500 Memorial Parkway SW, Suite 209
Birmingham, Alabama 35205 | Huntsville, Alabama 35802
205.323.6166 | 256.539.1221

Civil
Surveying
Environmental
Water Resources
Laser Scanning
and Modeling
Landscape
Architecture

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EXHIBIT - A