

PERMANENT EASEMENT DEED

Easement Name: Shelby County Water

PID 03 9 32 0 001 006.013

**STATE OF ALABAMA)
SHELBY COUNTY)**

APCO Employees Credit Union

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 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. Said strip of land being located within the property of the undersigned Grantors as described in **Lot 6 Tattersall Park Resurvey Number 3, as recorded in Deed Book 49 Pages 81A and 81B** in the office of the Judge of Probate, Shelby County, Alabama said easement being more particularly described as follows:

Commence at the Northeastern most corner of Lot 6, Tattersall Park Resurvey Number 3, said point being a WSE Rebar and Cap on the Westerly Right of Way Line of Tattersall Boulevard and run along said Right of Way in a Southwesterly direction a distance of 30.81 feet to the Point of Beginning of the herein described easement; thence turn 90 degrees to the right and run in a Northwesterly direction a distance of 15 feet; thence turn 90 degrees to the left and run in a Southwesterly direction a distance of 20 feet; thence turn 90 degrees to the left and run in a Southeasterly direction a distance of 15 feet, said point being on the Westerly Right of Way Line of Tattersall Boulevard; thence turn 90 degrees to the left and run in a Northeasterly direction a distance of 20 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 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 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 WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 19th day of December 2019.

By: **Derrick E. Ragland, Jr.**
President and Chief Executive Officer

By: *Derrick E. Ragland, Jr.*

Authorized Representative

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, **Derrick E. Ragland, Jr.**, whose name is signed to the foregoing certificate as **President and Chief Executive Officer of APCO Employees Credit Union**, 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 **19th Day of December, 2019.**

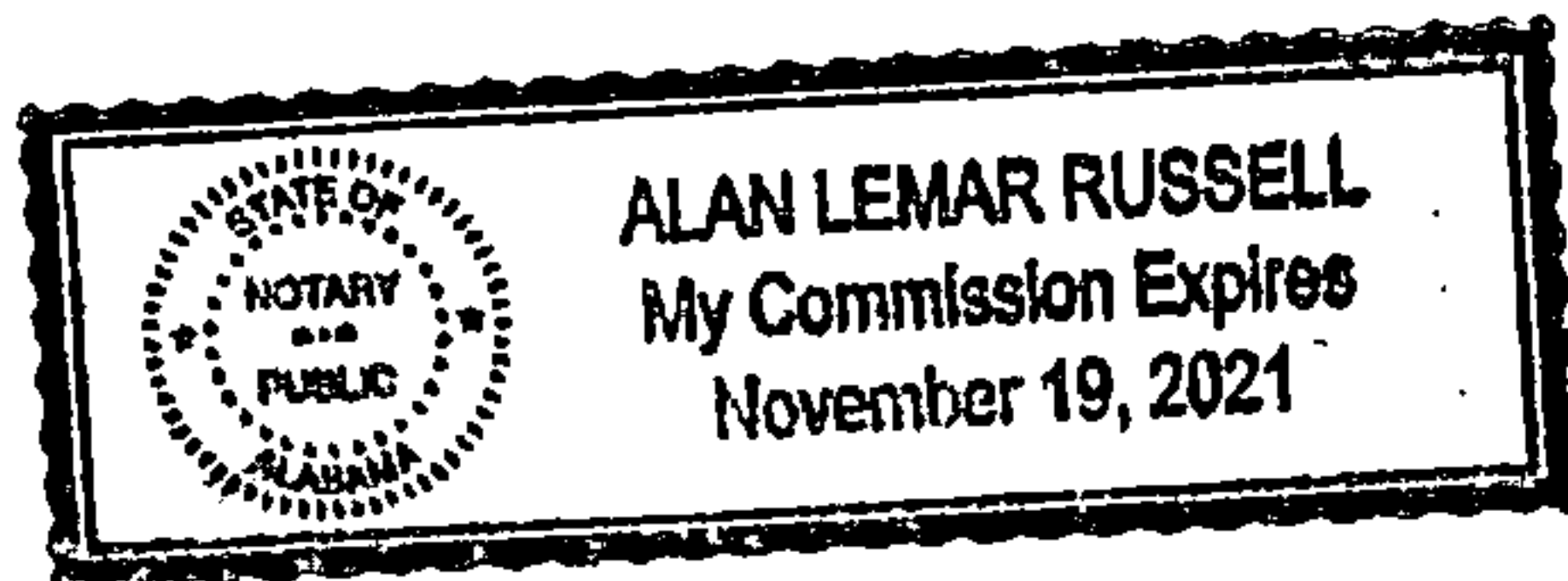
Alan Lemar Russell

Notary Public for the State of Alabama

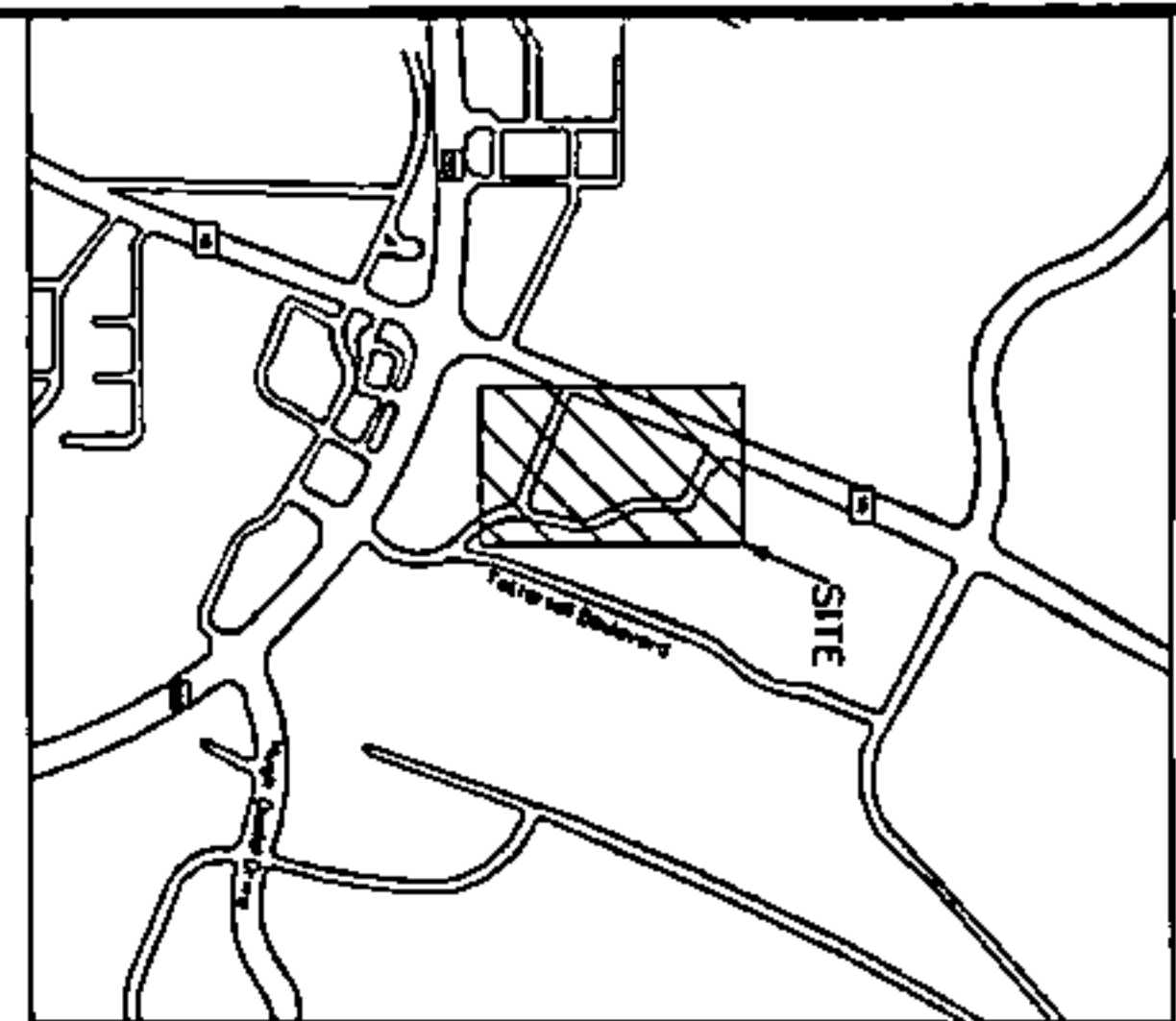
My commission expires 11/19/2021



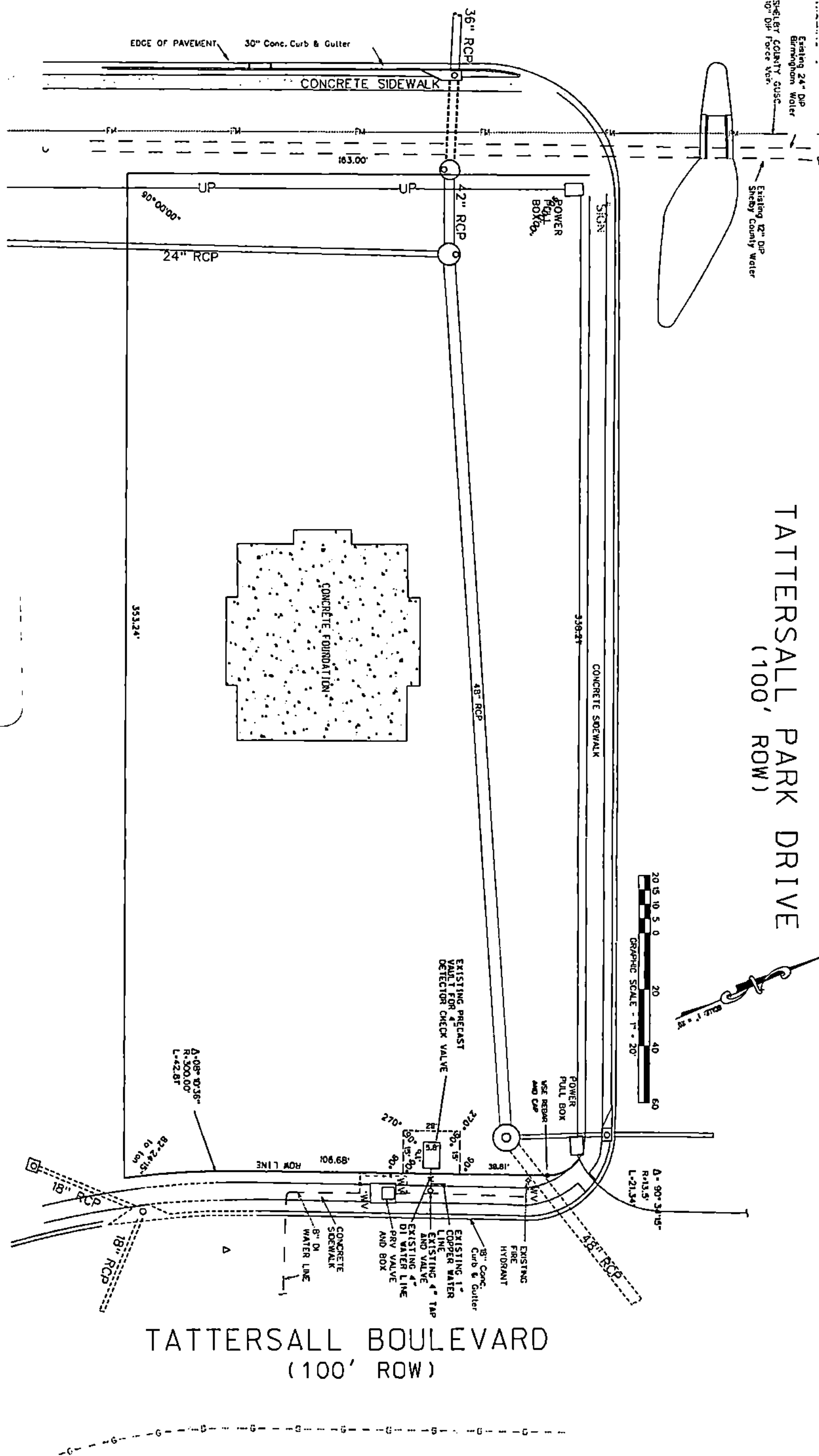
20200110000014120 3/4 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2020 10:27:24 AM FILED/CERT



VICINITY MAP



ALABAMA HIGHWAY NO. 119
(ROW VARIES)



TATTERSALL PARK DRIVE
(100' ROW)

TATTERSALL BOULEVARD
(100' ROW)



20200110000014120 4/4 \$32.00
Shelby Cnty Judge of Probate, AL
01/10/2020 10:27:24 AM FILED/CERT

I, CHAD A. BOWMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA
CERTIFY THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH
THE INFORMATION SUBMITTED ON THIS DRAWING AND BASED ON MY
INQUIRY OF THOSE INDIVIDUALS DIRECTLY RESPONSIBLE FOR OBTAINING
THE INFORMATION, I BELIEVE THE INFORMATION IS TRUE, ACCURATE AND COMPLETE.

AL PE # 17660

FOR REVIEW AND COMMENT	Issue Date:	By:	FOR APPROVAL	Issue Date:	By:	FOR BID ONLY	Issue Date:	By:	RELEASED FOR CONSTRUCTION	Issue Date:	By:	AS-BUILT	Issue Date:	By:
AS BUILT WATER LINE & CHECK VALVE VAULT			APCO CREDIT UNION TATTERSALL			MOTT MACDONALD ALABAMA			1800 INTERNATIONAL PARK DRIVE SUITE 210 BIRMINGHAM, ALABAMA 35243 (205)939-1119			REVISIONS		
LOCATED IN THE SW 1/4 SECTION 32 TWP 18 S, R 1W HOOVER, SHELBY COUNTY, ALABAMA			MOTT MACDONALD			MOTT MACDONALD			NO		DATE		DESCRIPTION	
DATE: DECEMBER 17, 2019			SCALE: 1"=20'			FAB: PWD			PROJECT NO: 405596		SHEET NO: C-			