

PERMANENT EASEMENT DEED

**Easement Name: Water Easement**

**PID 08 93 03 00 10 02.004**

**STATE OF ALABAMA)  
SHELBY COUNTY)**

**Double Oak Community Church, Inc.**

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 **Deed Book 34 Page 21-A**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A 15-FOOT-WIDE STRIP OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 01 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST PROPERTY CORNER MARKED BY A ONE-HALF INCH CAPPED REBAR AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 280 AND THE EASTERLY RIGHT-OF-WAY OF CHELSEA PARK DRIVE AS SHOWN IN MAP BOOK 34, PAGE 21-A, RECORDS OF THE PROBATE COURT OF SAID SHELBY COUNTY;

THENCE SOUTH 39 DEGREES 18 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 24.28 FEET TO THE SOUTHERLY MARGIN OF A 30-FOOT-WIDE WATER EASEMENT DESCRIBED IN A PERMANENT EASEMENT DEED RECORDED AS INSTRUMENT NO. 20040120000033550 IN THE SAID RECORDS OF SHELBY COUNTY, SAID POINT BEING THE **POINT OF BEGINNING** FOR THE CENTERLINE OF SAID 15 FOOT WIDE EASEMENT;

THENCE SOUTH 21 DEGREES 06 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 18.44 FEET TO THE END OF THIS CENTERLINE DESCRIPTION, THE SIDES OF SAID EASEMENT LENGTHENING OR SHORTENING TO INTERSECT WITH THE SAID SOUTHERLY MARGIN OF SAID EXISTING WATER EASEMENT.

SEE EXHIBIT A.

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.

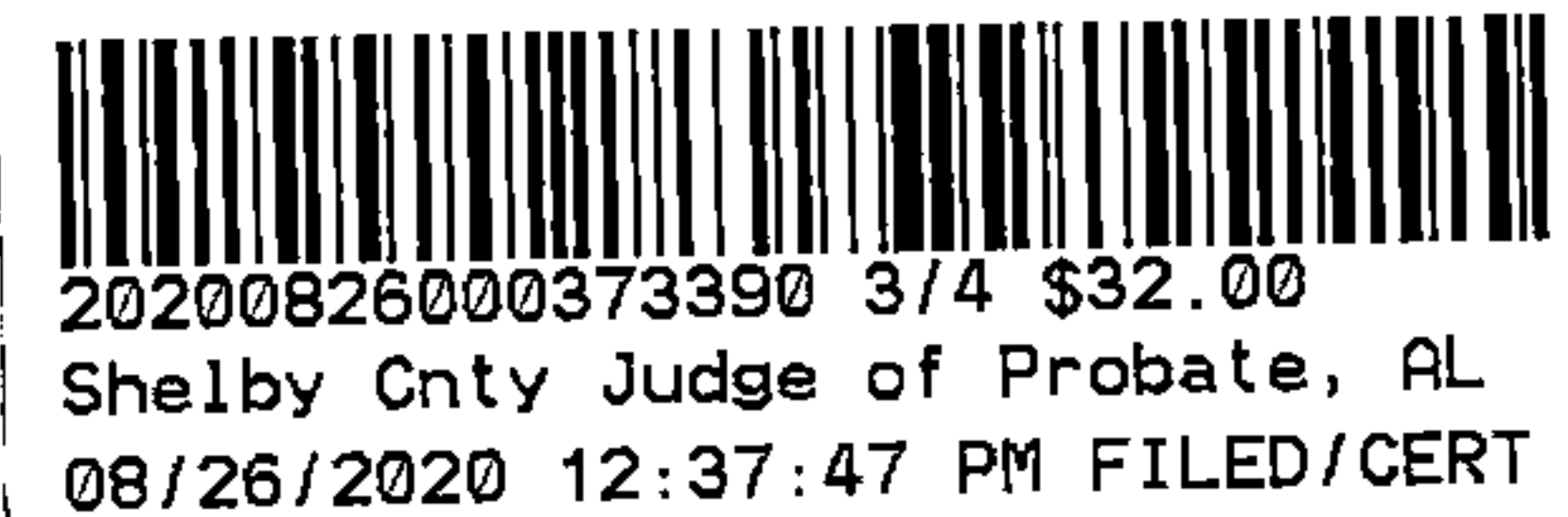
In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the 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 26<sup>th</sup> day of August, 2020.

By: Douglas Oak Community Church

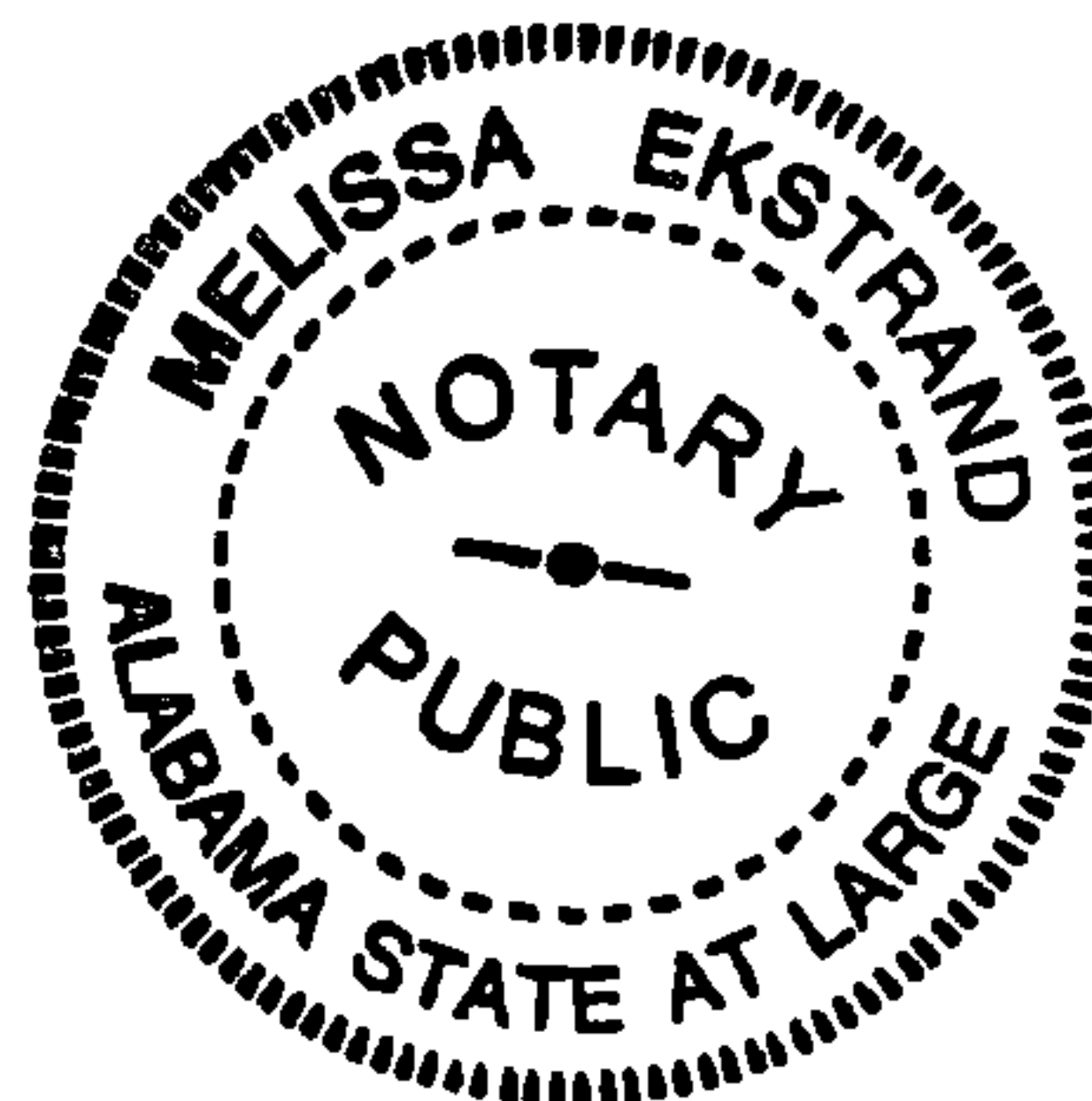
By: Tim Cotton  
**Authorized Representative**

STATE OF ALABAMA  
SHELBY COUNTY



I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,  
Tim Cotton whose name is signed to the foregoing certificate  
as Rep of Doc, 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 26 day of August, 2020  
Melissa Ekstrand  
Notary Public for the State of Alabama  
My commission expires 12-16-2023

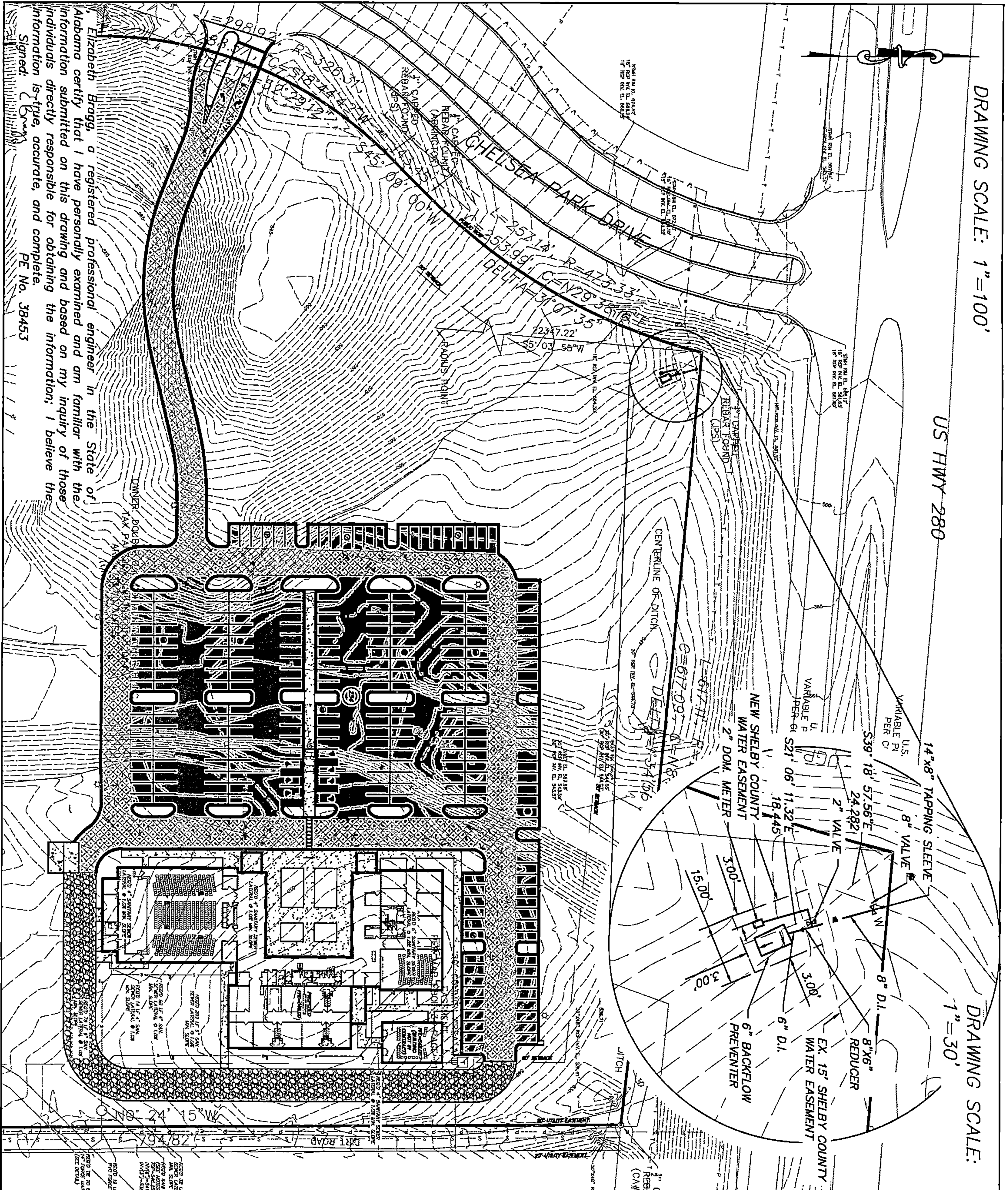




DRAWING SCALE: 1"=100'

US HWY 280

DRAWING SCALE: 1"=30'



DOUBLE OAK COMMUNITY CHURCH  
CHELSEA, ALABAMA

C1.0

EXHIBIT A

GMC # CBHM190040

08/20/2020

DRAWN BY: —

2701 1st Avenue S  
Birmingham, AL 35233  
T 205.879.4462  
CNETWORK.COM

GMC

WATER EASEMENT EXHIBIT A



20200826000373390 4/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
08/26/2020 12:37:47 PM FILED/CERT