

STATE OF ALABAMA
SHELBY COUNTY

20210504000222830
05/04/2021 03:41:57 PM
ESMTAROW 1/4

PERMANENT EASEMENT OR RIGHT OF WAY FOR
SEPTIC INSTALLATION AND ACCESS

THIS INDENTURE, made and entered into this 4th day of May, 2021, by and between **Newcastle Construction, Inc.**, an Alabama limited partnership hereinafter sometimes called the Grantor, as party of the first part, and **Newcastle Construction, Inc.**, hereinafter called the "Newcastle", as the party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid to the Grantor by the Newcastle, the receipt whereof is hereby acknowledged, Grantor herein does hereby grant, bargain, sell and convey unto the said Newcastle Construction of the Shelby County, Alabama, its successors and assigns, the right for all purposes presently, and from time to time in the future as the Newcastle may elect, to lay, construct, install, repair, maintain, operate, use, remove, change the size of, relocate and replace at will an Septic Tank and Fill lines of such size and character as the Newcastle may elect, together with all underground connections and other underground appurtenances necessary, convenient, or useful in the construction, use or operation of such water line and access on, over, across, under or through the following described strip of land in Shelby County, Alabama, to-wit:

SEPTIC EASEMENT DESCRIPTION

A septic easement situated in the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of Lot 1, Newcastle, as recorded in the Probate Office of Shelby County, Alabama in Map Book 54, Page 11; thence N 40°47'20" E along the westerly line of said Lot 1 a distance of 58.88' to the Point of Beginning of the described easement; thence continue along said westerly line, N 40°47'20" E a distance of 67.20'; thence leaving said westerly line, N 24°02'16" W a distance of 60.01'; thence S 66°29'07" W a distance of 60.02'; thence S 23°31'25" E a distance of 89.14' to the Point of Beginning.

The described easement contains 4,500 square feet.

together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including, but not limited to, the following: the right of ingress and egress from said strip of land over adjoining lands of the Grantor with necessary tools and equipment; the right to waste earth taken on installation of the water line and not used in backfilling on the land of the Grantor adjoining the above described strip of land; the right during any period of construction or installation to enter on and use the land of the Grantor immediately adjacent to the above

described strip of land with construction equipment necessary or convenient to said construction, together with the right to temporarily store thereon earth taken from the ditch or trench where the lines are to be installed.

It is further mutually understood and agreed by and between the parties hereto as follows:

1. The Grantor especially reserves the use and enjoyment of the premises described herein, but such use and enjoyment shall be in such manner as not unreasonably to interfere with the use thereof by the Newcastle , its successors or assigns, under the grant herein set forth. Without limiting the generality of the foregoing, the Grantor may construct, operate and maintain parking lots, roads, paving, fencing and landscaping within and over the easement and water line, but no buildings or other permanent structures shall be placed on or within the easement.
2. Following the initial installation of the water line, the Newcastle shall backfill and compact the area, restoring it so far as practicable to the condition and appearance existing prior to such installation, including the replacement of any ground cover or other vegetation and plant material. In the event that the exercise of the Newcastle 's rights under this easement results in any removal of or damage to any parking lots, roads, paving, landscaping, ground cover, vegetation, plant material, fences or other features or improvements which are permitted within the easement area under the terms hereof, then the Newcastle shall promptly repair, replace or restore the same so far as practicable to their condition and appearance existing prior to the exercise of such rights.
3. If the Newcastle , its successors and assigns, should permanently abandon the use of said right of way for all of the purposes stated, then the easements herein granted and all right incident thereto shall terminate. In such event, the Newcastle will execute a recordable instrument terminating this easement and right-of-way promptly after Grantor's request.
4. Whenever the term "Grantor", or the expression "party of the first part", is used herein, the singular shall include the plural and such term or expression shall include all the parties of the first part, whether one or more than one.

5. For the consideration above stated, Grantor does consent to the construction or reconstruction of water lines and access within the boundaries of the above described easement or right of way and does release the Newcastle from any claim, presently or in the future, for any compensation pursuant to Section 235 of the Constitution of Alabama which might arise or be claimed as a result of the construction or enlargement of the improvements constructed therein.

TO HAVE AND TO HOLD unto the Newcastle of the Shelby County, Alabama, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, Grantor herein, has executed, or caused to be executed, on the day and year first above written.

Newcastle Construction, Inc.

By: [Signature]

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, hereby certify that Robin Trimm, whose name as CFO of Newcastle Construction, Inc. is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he executed the same voluntarily in such capacity, on the day the same bears date, for and as the act of said Corporation.

Given under my hand and official seal this 4th day of May, 2021.

[Signature]
Notary Public

My Commission Expires





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County, Alabama, County
Shelby County, AL
05/04/2021 03:41:57 PM
532.00 CHERRY
20210504000222830

PROJECT # 17-03027

LINE	BEARING	DISTANCE
L1	S 40°47'20" W	157.48'
L2	S 49°12'40" E	100.00'

SECTION 22
SECTION 27

SHELBY COUNTY HWY #69
(80' R.O.W.)

PID 15-8-27-0-000-001.009
UNZONED ACREAGE
NEWCASTLE CONSTRUCTION, INC
121 BISHOP CIRCLE
PELHAM, AL 35124

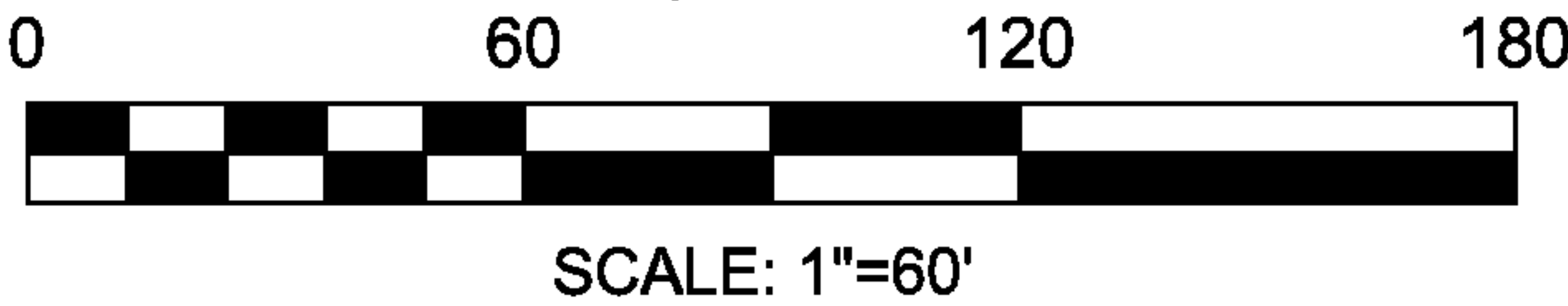
PROPOSED SEPTIC EASEMENT
4500 S.F.

LOT 1
NEWCASTLE
(MB 54, PG 11)
0.94 Acres

100' INGRESS, EGRESS
& UTILITY EASEMENT
(MB 54, PG 11)

PID 15-8-27-0-000-001.015
UNZONED ACREAGE
KINGDOM LAND DEVELOPMENT LLC
120 BISHOP CIRCLE
PELHAM, AL 35124

PROPOSED SEPTIC
EASEMENT FOR LOT 1
NEWCASTLE
(MB 54, PG 11)
UNZONED



SEPTIC EASEMENT DESCRIPTION

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The described easement contains 4,500 square feet.

DATE: 04/14/2021
CLIENT:
NEWCASTLE HOMES, INC.

Landmark Professionals, Inc.
RESIDENTIAL & COMMERCIAL LAND SURVEYING

1072 DUNNAVANT PLACE
BIRMINGHAM, ALABAMA 35242
PHONE: (205) 515-7210

- = WOOD FENCE

= CHAIN LINK FENCE
- = CONCRETE

= COVERED PORCH/DECK
- (R) = RECORDED

(M) = MEASURED

(B) = BOX DIMENSION
- M.B.L. = MINIMUM BUILDING LINE

= CAPPED REBAR SET

= IRON FOUND (DESCRIPTION)
- ASPH. = ASPHALT

= OVERHEAD POWER

= POWER POLE