



20210521000250810 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
05/21/2021 11:18:25 AM FILED/CERT

PERMANENT EASEMENT DEED

Palmer Cove Subdivision Water Easement

PID 03 9 29 0 001 004.000

**STATE OF ALABAMA
SHELBY COUNTY**

**Grantors Clayton Properties Group Inc. dba
Harris Doyle Homes**

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 **Clayton Properties Group Inc. dba Harris Doyle Homes**, 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 by **Instrument Number 20201119000530170**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

LEGAL DESCRIPTION:

An easement for a water line being situated in the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1-1/2" open pipe at the SE corner of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, said point also being the NE corner of Lot 22 of the PARC AT GREYSTONE as recorded in Map Book 32 Page 42 in the Office of the Judge of Probate in Shelby County, Alabama; thence run west along the south line 1/4-1/4 section and along the north line of Lot 22 a distance of 140.00 feet to the NW corner of Lot 22; thence turn an angle left of 90°01'06" and run south along the west lines of Lot 22 and Lot 21 a distance of 229.49 feet to the SW corner of Lot 21 and a point on the northeast line of Parcel 7 of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE

CENTER as recorded in Map Book 28 Page 58; thence turn an angle right of $110^{\circ}58'42''$ and run northwesterly along the southwesterly line of Common area C and Easement of THE PARC AT GREYSTONE and the northeast line of Parcel 7 and Common Area of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of 370.81 feet to a point lying in Lee Branch; thence continue along last described course and leaving The Parc at Greystone a distance of 65.56 feet to a $5/8''$ rebar; thence turn an angle right of $1^{\circ}49'13''$ and run northwest along the northeast line of 1st Revision of the AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of 792.75 feet to the Point of Beginning; thence continue along the last described course a distance of 30.00 feet to $1/2''$ rebar capped stamped "GSA" lying on the southeast right-of-way of Alabama Highway 119 (Cahaba Valley Road); thence turn an angle right of $90^{\circ}39'18''$ and run northeasterly along said southeast right-of-way a distance of 679.71 feet to a $1/2''$ rebar found; thence turn an angle right of $87^{\circ}07'46''$ leaving said right-of-way and run southeasterly a distance of 30.04 feet to a point; thence turn an angle right of $92^{\circ}52'12''$ and run southwesterly parallel to said southeast right-of-way for a distance of 54.36 feet to a point; thence turn an angle left of $88^{\circ}09'46''$ and run southeasterly for a distance of 62.41 feet to a point; thence turn an angle right of $90^{\circ}00'00''$ and run southwesterly for a distance of 30.00 feet to a point; thence turn an angle right of $90^{\circ}00'00''$ and run northwesterly for a distance of 61.45 feet to a point; thence turn an angle left of $91^{\circ}50'17''$ and run southwesterly parallel to said southeast right-of-way for a distance of 596.49 feet to the Point of Beginning. Containing 922,266 square feet or 0.51 acres more or less. **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 20th day of May, 20 21.

By: 

By: Brooks Harris
Authorized Representative

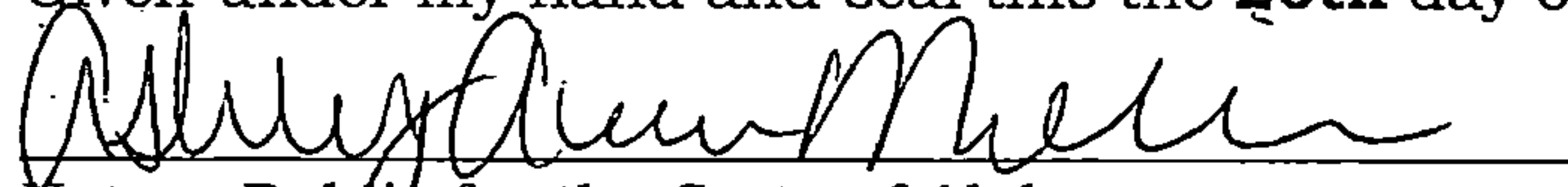


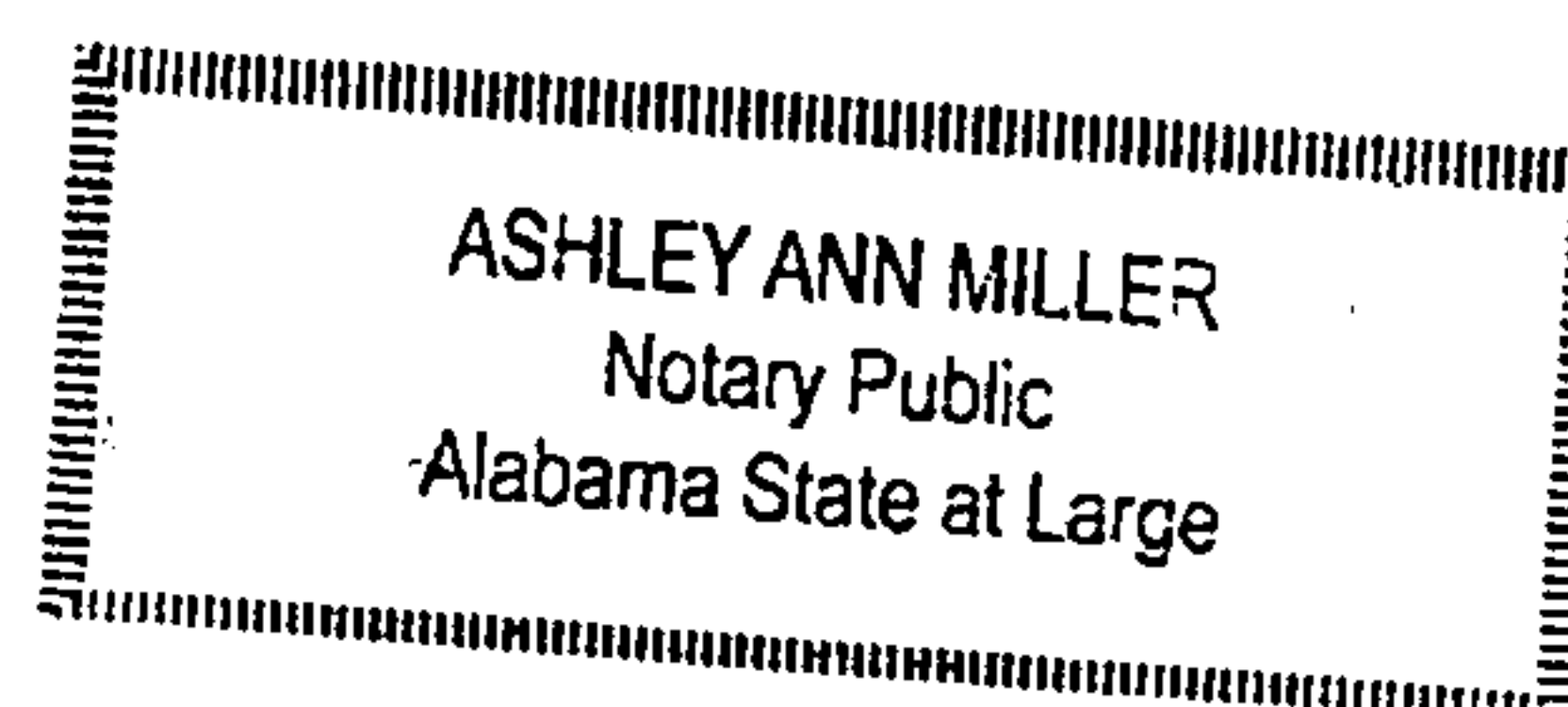
20210521000250810 4/5 \$35.00
Shelby Cnty Judge of Probate, AL
05/21/2021 11:18:25 AM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, **Clayton Properties Group Inc. dba Harris Doyle Homes** whose name is signed to the foregoing certificate as **Brooks Harris**, 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 **20th** day of **May, 2021**


Notary Public for the State of Alabama
My commission expires January 26, 2022



PROJECT NO. = J057,800,000
Date of Field Survey:
N/A

Date of Map:
Preparation: May 18, 2021
Client:

FORSTITE GROUP, LLC

Site Address:
7451 Alabama State Highway 119
Birmingham, AL
© 2021 All Rights Reserved

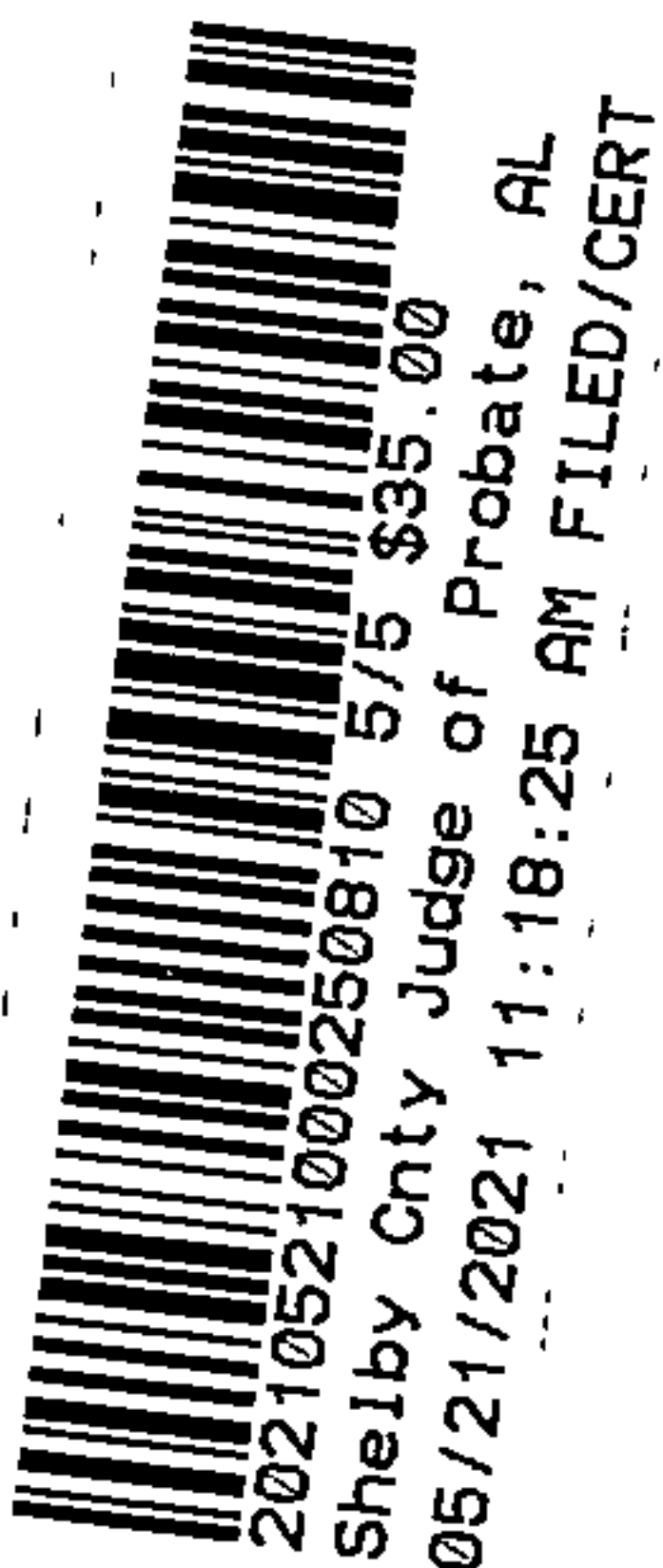


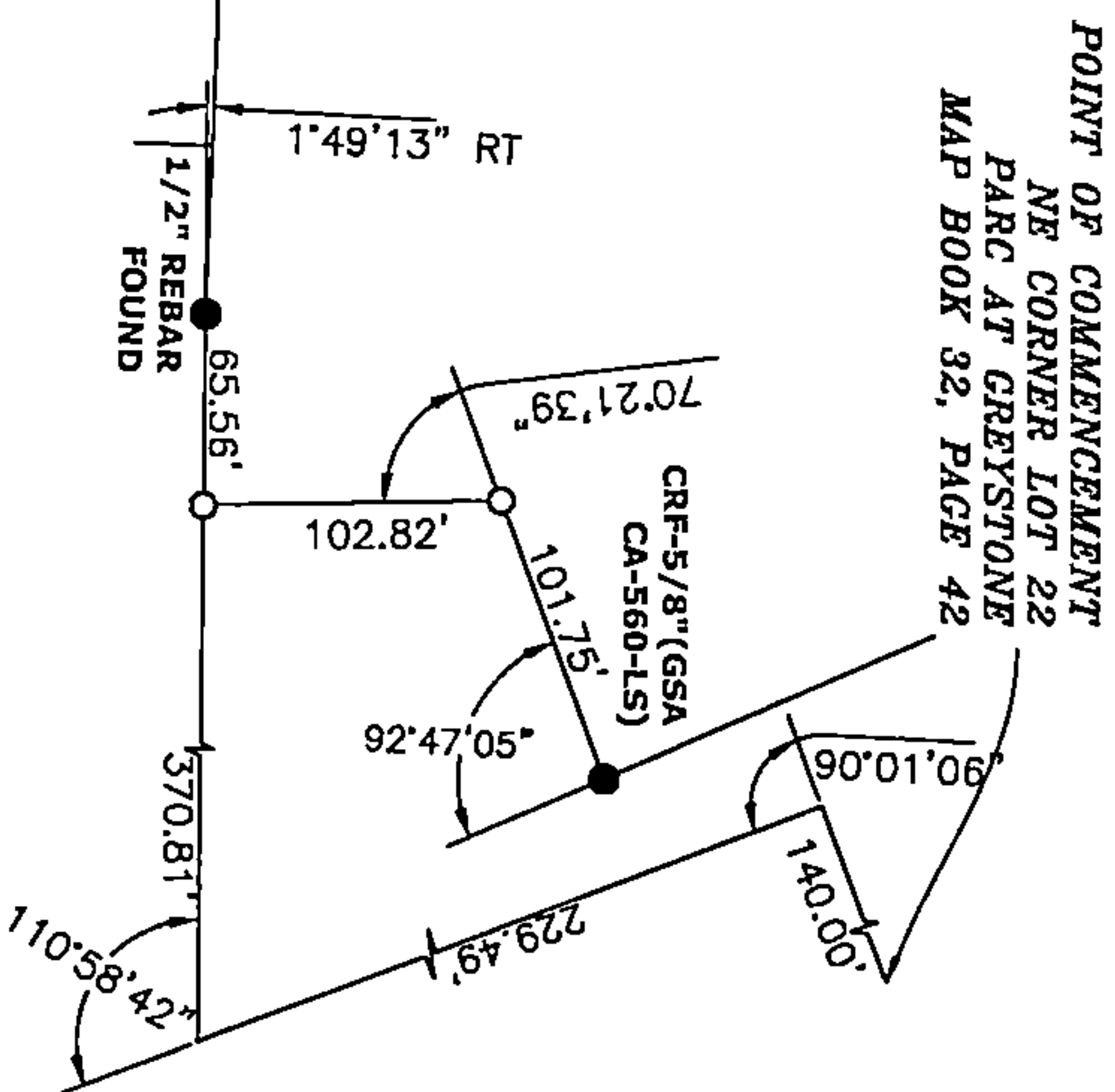
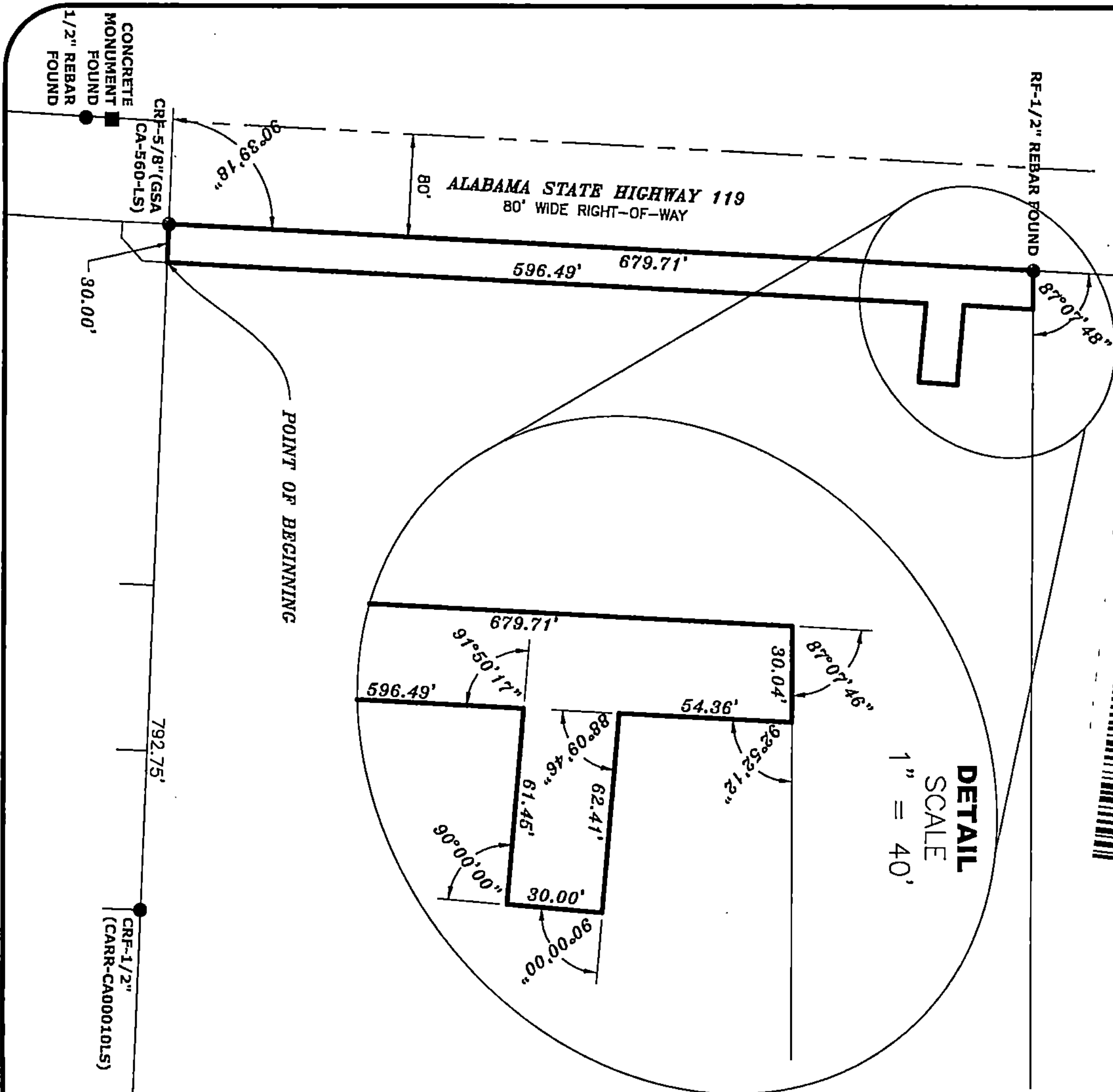
Exhibit A

EASEMENT EXHIBIT

DESCRIPTION:

An easement for a water line being situated in the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1-1/2" open pipe at the SE corner of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, said point also being the NE corner of Lot 22 of the PARC AT GREYSTONE as recorded in Map Book 32 Page 42 in the Office of the Judge of Probate in Shelby County, Alabama; thence run **west** along the south line 1/4-1/4 section and along the north line of Lot 22 a distance of **140.00 feet** to the NW corner of Lot 22; thence turn an angle left of **90°01'06"** and run south along the west lines of Lot 22 and Lot 21 a distance of **229.49 feet** to the SW corner of Lot 21 and a point on the northeast line of Parcel 7 of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER as recorded in Map Book 28 Page 58; thence turn an angle right of **110°58'42"** and run northwesterly along the southwesterly line of Common area C and Easement of THE PARC AT GREYSTONE and the northeast line of Parcel 7 and Common Area of 1ST REVISION OF THE AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of **370.81 feet** to a point lying in Lee Branch; thence continue along last described course and leaving The Parc at Greystone a distance of **65.56 feet** to a 5/8" rebar; thence turn an angle right of **1°49'13"** and run northwest along the northeast line of 1st Revision of the AMENDED MAP OF LEE BRANCH CORPORATE CENTER a distance of **792.75 feet** to the **Point of Beginning**; thence continue along the last described course a distance of **30.00 feet** to 1/2" rebar capped stamped "GSA" lying on the southeast right-of-way of Alabama Highway 119 (Cahaba Valley Road); thence turn an angle right of **90°39'18"** and run northeasterly along said southeast right-of-way a distance of **679.71 feet** to a 1/2" rebar found; thence turn an angle right of **87°07'46"** leaving said right-of-way and run southeasterly a distance of **30.04 feet** to a point; thence turn an angle right of **92°52'12"** and run southwesterly parallel to said southeast right-of-way for a distance of **54.36 feet** to a point; thence turn an angle left of **88°09'46"** and run southeasterly for a distance of **62.41 feet** to a point; thence turn an angle right of **90°00'00"** and run southwesterly for a distance of **30.00 feet** to a point; thence turn an angle right of **90°00'00"** and run northwesterly for a distance of **61.45 feet** to a point; thence turn an angle left of **91°50'17"** and run southwesterly parallel to said southeast right-of-way for a distance of **596.49 feet** to the **Point of Beginning**. Containing 922,266 square feet or 0.51 acres more or less.



Scale 1" = 100'