

PERMANENT EASEMENT DEED

Easement Name _____

03 9 32 0 002 005.063
PID ~~XX-XX-X-XX-X-XXX-XXX-XXX~~

STATE OF ALABAMA)
SHELBY COUNTY)

Grantors Legal Name
CM 280, 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 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 **Document Number 20210312000125280 (recorded on 3/12/21 at 1:52pm)**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

Water Vault: An eighteen by twenty seven foot wide easement located in the Southwest Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the westernmost corner of Lot 6-A of the Resurvey of Lots 4, 5 & 6 The Crossroads Northeast as recorded in Plat Book 53, Page 83 in the Probate Office of Shelby County, Alabama, said point lying at the intersection of the easterly right-of-way of U.S. Highway 280 and the southerly right-of-way of Adena Lane; thence run N 39°53'49" E along said southerly right-of-way of Adena Lane for a distance of 8.53 feet to the Point of Beginning of the herein described easement; thence continue along the last described course and along the aforesaid right-of-way for a distance of 27.00 feet to a point; thence leaving said right-of-way S 45°50'51" E for a distance of 18.00 feet to a point; thence S 39°53'15" W for a distance of 27.00 feet to a point; thence N 45°50'51" W for a distance of 18.00 feet to the Point of Beginning of the herein described easement.

Future Water Line: A seven and one half foot wide easement located in the Southwest Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the westernmost corner of Lot 6-A of the Resurvey of Lots 4, 5 & 6 The Crossroads Northeast as recorded in Plat Book 53, Page 83 in the Probate Office of Shelby

County, Alabama, said point lying at the intersection of the easterly right-of-way of U.S. Highway 280 and the southerly right-of-way of Adena Lane; thence run N 39°53'49" E along said southerly right-of-way of Adena Lane for a distance of 193.49 feet to a point lying on a curve to the right concave southerly having a radius of 25.00 and being subtended by a chord of N 63°10'51" E, 19.76 feet, thence along the arc of said curve for 20.32 feet to a point lying on a curve to the left concave northerly having a radius of 55.00 feet and being subtended by a chord of N 72°47'00" E, 26.01 feet, thence along the arc of said curve for 26.26 feet to the Point of Beginning of the herein described easement; Said point lying on a curve to the left concave northerly having a radius of 55.00 and being subtended by a chord of N 55°06'42" E, 7.67 feet, thence along the arc of said curve for 7.67 feet to the northwest corner of said Lot 6-A; thence S 46°50'42" E along the easterly line of said Lot 6-A for a distance of 184.33 feet to point; thence continue along said easterly line S 3°39'57" E for a distance of 10.96 feet to a point; thence N 46°50'42" W for a distance of 193.91 feet to the Point of Beginning of the herein described easement.

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 14th day of July, 2021.

By: CM 280, LLC

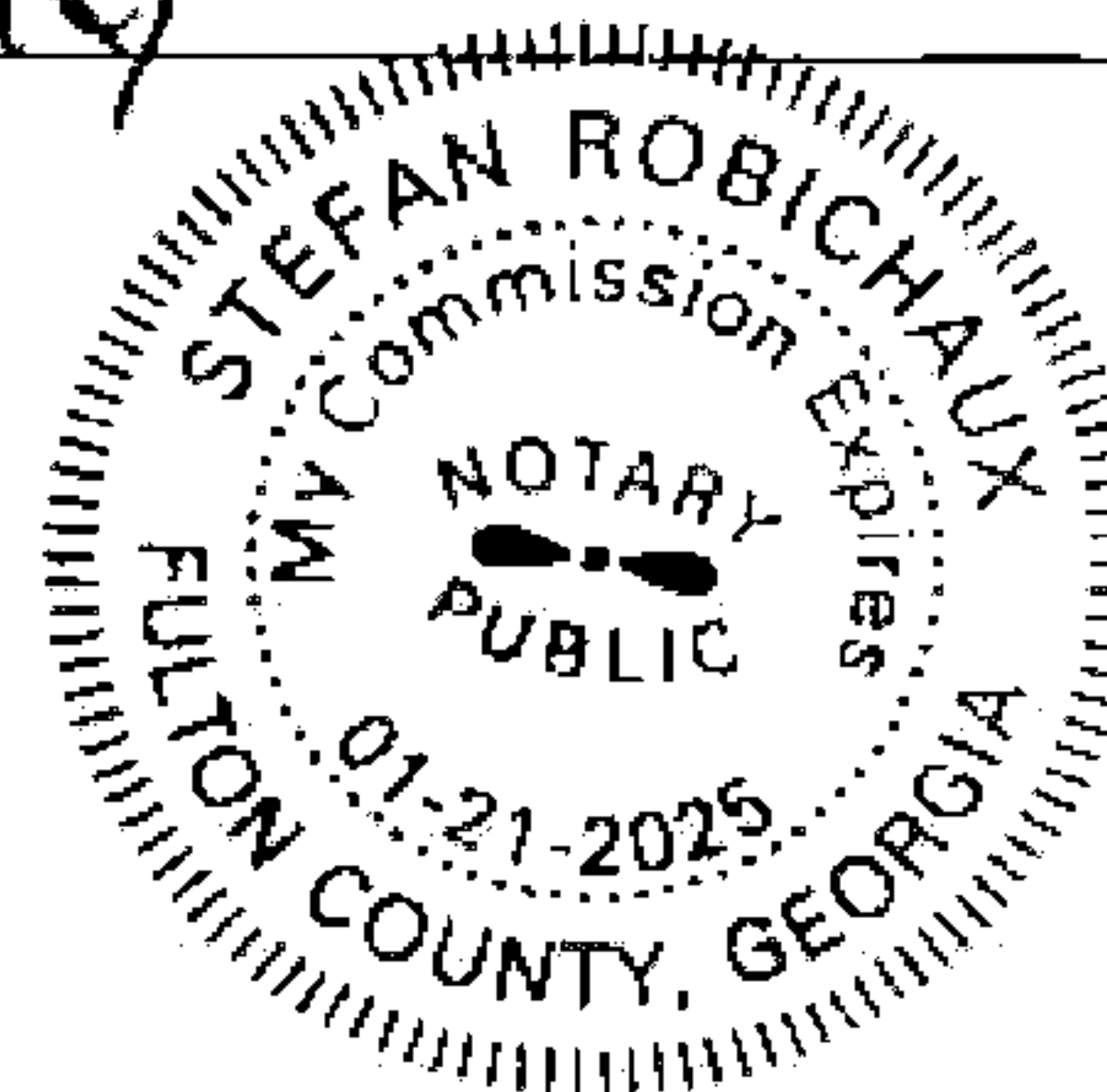
By: [Signature]
Authorized Representative

Georgia
STATE OF ~~ALABAMA~~
~~SHELBY~~ COUNTY
Fulton

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Jon Gellert whose name is signed to the foregoing certificate as Manager, CM 280 LLC, 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 14th day of July, 2021

[Signature]
Notary Public for the State of ~~Alabama~~ Georgia
My commission expires 11/21/25



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name CM 280, LLC
 Mailing Address 6400 Powers Ferry Rd
Suite 350
Atlanta, GA 30339

Grantee's Name Shelby County
 Mailing Address Judge of Probate
PO Box 825
Columbiana, AL 35051

Property Address 5413 Hwy 280
Hoover, AL 35242

Date of Sale July 14th, 2021
 Total Purchase Price \$ 10.00
 or
 Actual Value \$ _____
 or
 Assessor's Market Value \$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract
☐ Closing Statement
☒ Appraisal
☒ Other Easement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 7-15-21

Print Don Gallant

Unattested

Sign

[Signature]
 (Grantor/Grantee/Owner/Agent) circle one

(verified by)



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/15/2021 11:01:00 AM
 \$32.00 CHERRY
 20210715000343980

Ann S. Bayl

Form RT-1