



20211020000510740 1/3 \$29.00  
Shelby Cnty Judge of Probate, AL  
10/20/2021 01:10:50 PM FILED/CERT

PERMANENT EASEMENT DEED

**WATERLINE EASEMENT**

**STATE OF ALABAMA)  
SHELBY COUNTY )**

**PID 03 9 32 0 001 006.013**

**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 that **APCO Employees Credit Union**, an Alabama non-profit corporation ("Grantor"), does hereby grant, bargain, and convey unto Shelby County, Alabama ("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 Grantor as described in Document Number 20181017000367050 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

**A 4 foot wide Shelby County Water Easement situated in Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and located on Lot 6 of Tattersall Park Resurvey No. 3 as recorded in Map Book 49 Page 81 in the Office of the Judge of Probate in Shelby County, Alabama and being more particularly described as follows:**

**BEGIN at a 5/8" rebar capped WSE on the easterly side of a 4 foot Shelby County Water Easement lying 4 feet westerly and parallel to described line, said point also being at the SE or the southernmost corner of Lot 6 of Tattersall Park Resurvey No. 3 as recorded in Map Book 49 Page 81 in the Office of the Judge of Probate in Shelby County, Alabama, said point also on the westerly right of way of Tattersall Boulevard, said point also being on a curve to the right having a radius of 300.00 feet and a central angle of 8°10'36"; thence northeasterly along said right of way and the east line of said Lot 6 a distance of 42.81 feet to a 5/8" rebar capped WSE; thence continue northeasterly along said right of way and tangent to said arc a distance of 59.06 feet to the end of said 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 for the purposes herein mentioned, and the Grantor 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 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 covenants that it has 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 releases 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 does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

[Signature(s) on the following page(s)]





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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,  
all on this 18<sup>th</sup> day of October, 2021.

**APCO EMPLOYEES CREDIT UNION,**  
an Alabama non-profit corporation

By: *A. Rush*  
Name: Andy Rush  
Title: VP/COO

STATE OF ALABAMA  
Jefferson COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Andy Rush whose name is signed to the foregoing certificate as VP/COO, of **APCO Employees Credit Union**, an Alabama non-profit corporation, 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 18<sup>th</sup> day of October, 2021.

*Carol J. Jackson*  
Notary Public for the State of Alabama  
My commission expires \_\_\_\_\_

My Commission Expires:  
May 12, 2024