

PERMANENT EASEMENT DEED

**Easement Name:**  
**WATERLINE EASEMENT AT ENTRANCE**  
**TO PINE MOUNTAIN TRAIL**

**STATE OF ALABAMA)**  
**SHELBY COUNTY)**

GRANTOR: **Eddleman Residential LLC**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ~~Ten Dollars~~ <sup>\$1,000<sup>00</sup></sup> (\$10.00) cash in hand paid by **Shelby County, Alabama**, the receipt whereof is hereby acknowledged, we, the undersigned **Eddleman Residential, LLC**, an **Alabama limited liability company** (hereinafter referred to as "**Grantor**"), do hereby grant, bargain, and convey unto the **Shelby County, Alabama** (hereinafter referred to as "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 Instrument No. 20210406000171000, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

DESCRIPTION OF WATERLINE EASEMENT AT ENTRANCE TO PINE MOUNTAIN TRAIL

A 15-FOOT-WIDE WATER LINE EASEMENT SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE, BEING A 50 FOOT WIDE NON EXCLUSIVE INGRESS, EGRESS, AND UTILITY EASEMENT; THENCE RUN ALONG SAID PRIVATE DRIVE THE FOLLOWING COURSES: SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST 50.61 FEET; SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST FOR 50.04 FEET; SOUTH 11 DEGREES 28 MINUTES 14 SECONDS EAST FOR 41.87 FEET; SOUTH 09 DEGREES 39 MINUTES 54 SECONDS EAST FOR 68.70 FEET; SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 151.49 FEET; SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST FOR 121.76 FEET; SOUTH 56 DEGREES 09 MINUTES 57 SECONDS WEST FOR 254.54 FEET; SOUTH 41 DEGREES 33 MINUTES 50 SECONDS WEST FOR 97.19 FEET; SOUTH 34 DEGREES 53 MINUTES 14 SECONDS WEST FOR 167.14 FEET; SOUTH 45 DEGREES 50 MINUTES 38 SECONDS WEST FOR 67.26 FEET; SOUTH 52 DEGREES 03 MINUTES 23 SECONDS WEST FOR 236.40 FEET; SOUTH 57 DEGREES 28 MINUTES



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47 SECONDS WEST FOR 219.03 FEET TO THE POINT OF BEGINNING A 15-FOOT-WIDE WATER LINE EASEMENT, LYING 7.5 FOOT ON EACH SIDE OF, PARALLEL TO, AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 41 DEGREES 21 MINUTES 48 SECONDS WEST FOR 66.05 FEET; THENCE RUN NORTH 72 DEGREES 40 MINUTES 47 SECONDS WEST FOR 18.23 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 461 AND THE END OF THE CENTERLINE HEREIN DESCRIBED. LESS AND EXCEPT ANY PART LYING IN PINE MOUNTAIN TRAIL, A PRIVATE DRIVE.

SEE ATTACHED DRAWING OF 15 FOOT WIDE WATERLINE EASEMENT ATTACHED HERETO AS 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,



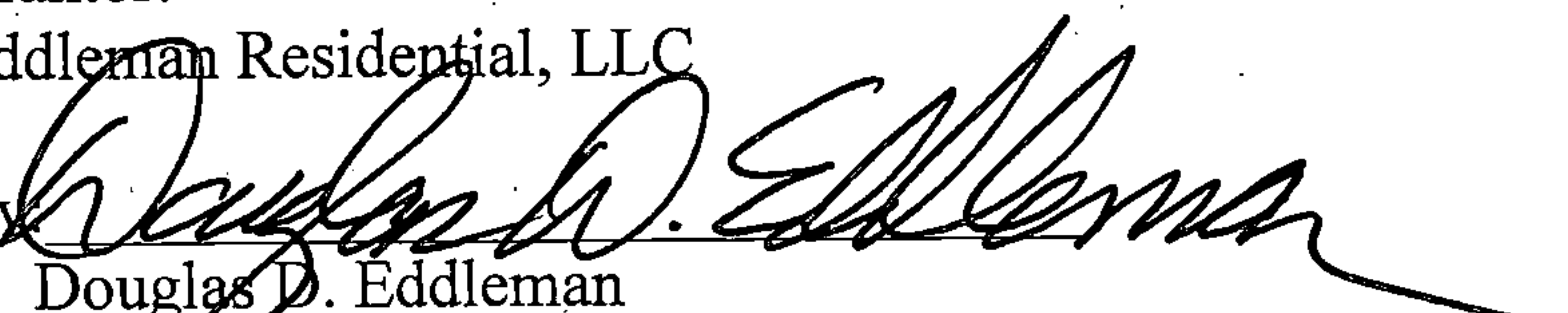


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successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises, except for the obligation to restore the property as herein provided 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 6<sup>th</sup> day of March, 2023.

Grantor:  
Eddleman Residential, LLC

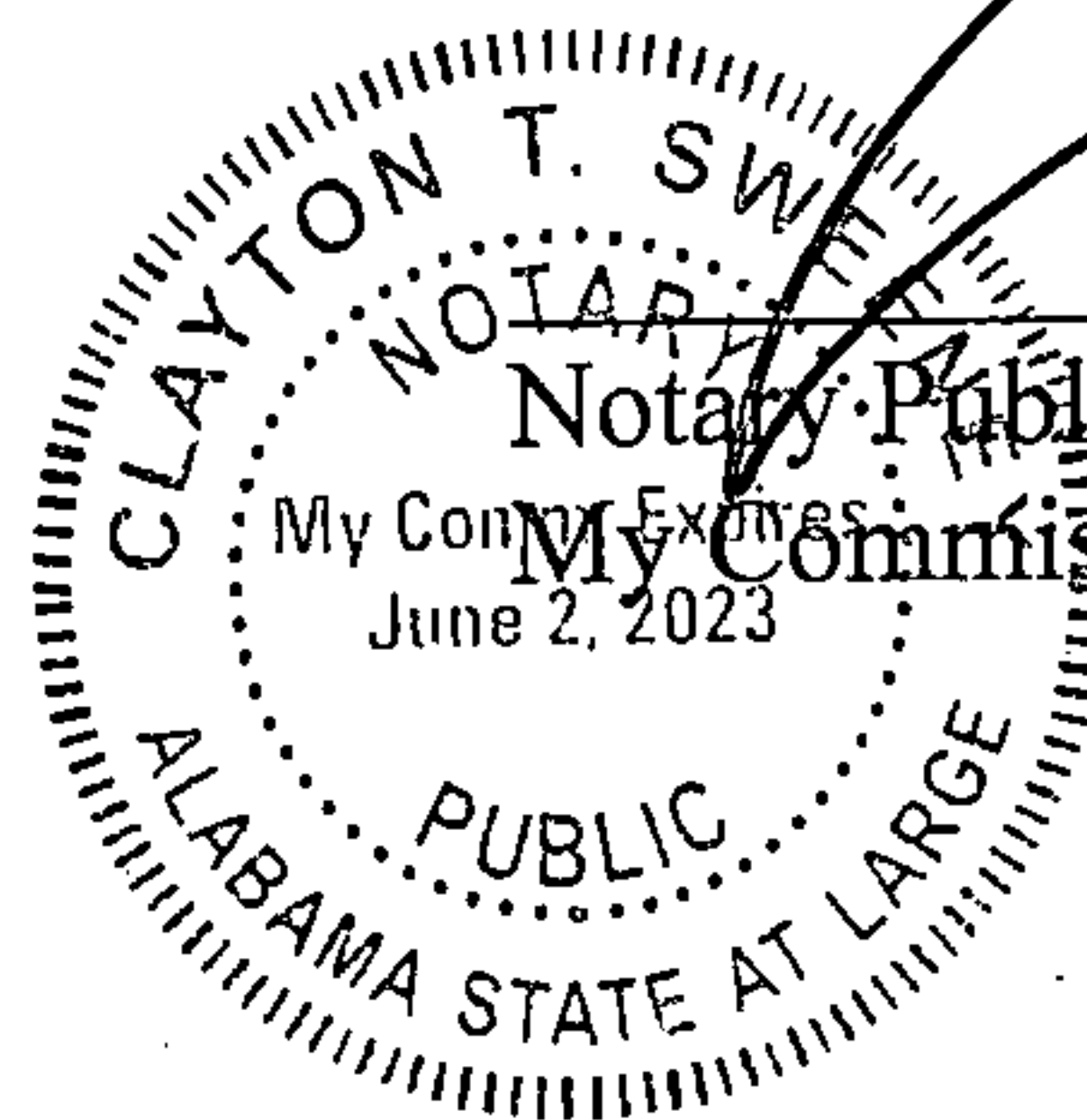
By   
Douglas D. Eddleman  
Its: President & CEO

STATE OF ALABAMA     )  
                                      :  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Douglas D. Eddleman, whose name as President & CEO of Eddleman Residential, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and official seal this the 6<sup>th</sup> day of March, 2023.

[NOTARIAL SEAL]

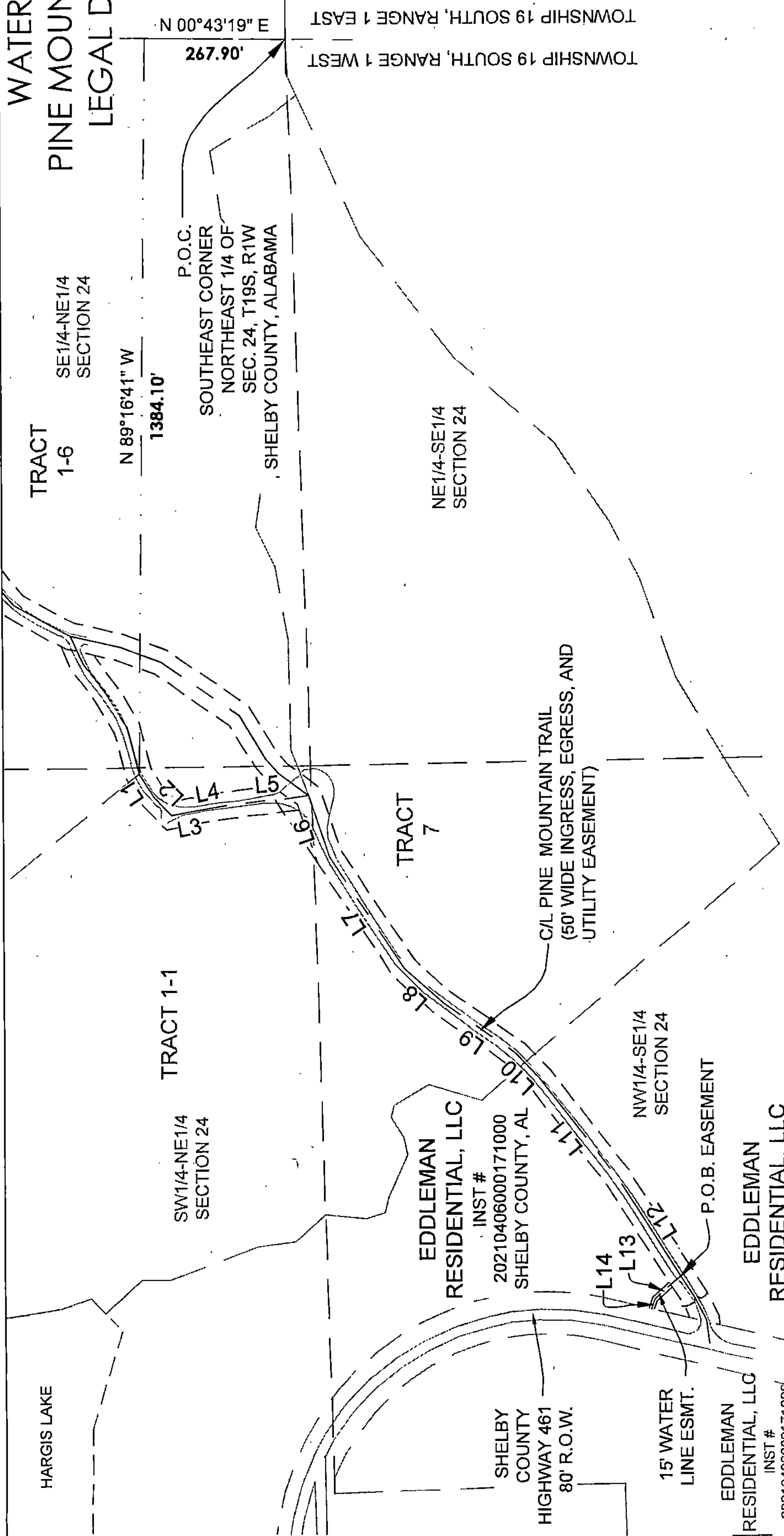
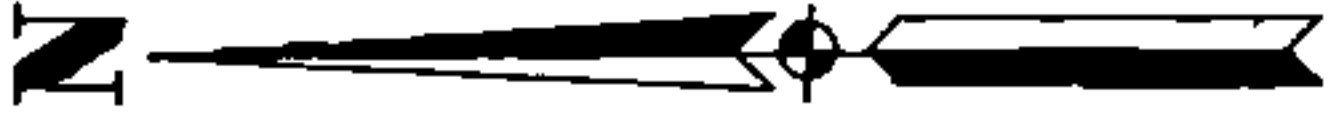


My Commission Expires: 06/02/2023

This Instrument prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East Suite 160  
Birmingham, AL 35242

WATERLINE EASEMENT AT  
PINE MOUNTAIN TRAIL ENTRANCE  
LEGAL DESCRIPTION EXHIBIT

SCALE: 1" = 300'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 58°30'12" W	50.61'
L2	S 45°42'44" W	50.04'
L3	S 11°28'14" E	41.87'
L4	S 09°39'54" E	68.70'
L5	S 06°05'22" E	151.49'
L6	S 71°31'29" W	121.76'
L7	S 56°09'57" W	254.54'
L8	S 41°33'50" W	97.19'
L9	S 34°53'14" W	167.14'
L10	S 45°50'38" W	67.26'
L11	S 52°03'23" W	236.40'
L12	S 57°28'47" W	219.03'
L13	N 41°21'48" W	66.05'
L14	N 72°40'47" W	18.23'

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