

Return To:  
American Pet Resort, LLC  
1551 Atlantic Blvd., Suite 200  
Jacksonville, Florida 32207  
Attn: Lauren J. Danilchenko

**PERMANENT EASEMENT DEED**

**Water Line Easement**

**STATE OF NEW JERSEY     )**  
**COUNTY OF MERCER        )**

**PID 03 9 32 0 001 005.000**

**SCF RC FUNDING IV LLC, a  
Delaware limited liability  
company**

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 Instrument No. 20211027000520950, in the office of the Judge of Probate, Shelby County, Alabama, said strip of land is depicted in Exhibit A and Exhibit B attached hereto and being more particularly described as follows:

A 7-foot-wide easement located in Lot 9, Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48, in the Office of the Judge of Probate, Shelby County, Alabama, being situated in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, being more particularly described as follows:

A 7-foot-wide easement lying Easterly of contiguous with and parallel to the Westerly line of Lot 9 Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48, in the Office of the Judge of Probate, Shelby County, Alabama, said Westerly line of Lot 9 being the Easterly right-of-way line of Tattersall Boulevard.

And

An easement 15-feet in width located in Lot 9, according to the final plat of Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48 in the office

of the Judge of Probate, Shelby County, Alabama, situated in the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 32, Township 18S, Range 1W, being more particularly described as follows:

COMMENCE at the Southwest corner of Lot 9, according to the final plat of Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48 in the office of the Judge of Probate, Shelby County, Alabama, and run in a Northeasterly direction along the Westerly line of said Lot 9 and the Easterly right-of-way line of Tattersall Boulevard a distance of 32.00 feet to the POINT OF BEGINNING of a 15-foot wide easement, being 7.5-feet on each side of the following described centerline; thence an angle right of  $90^{\circ}00'00''$  and in a Southeasterly direction a distance of 22.00 feet to the POINT OF ENDING.

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.

*[Remainder of this page intentionally left blank. Signature Page follows]*

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 8<sup>th</sup> day of June, 2023.

SCF RC FUNDING IV, LLC, a Delaware limited liability company

By: Essential Properties, L.P., a Delaware limited partnership, its Manager

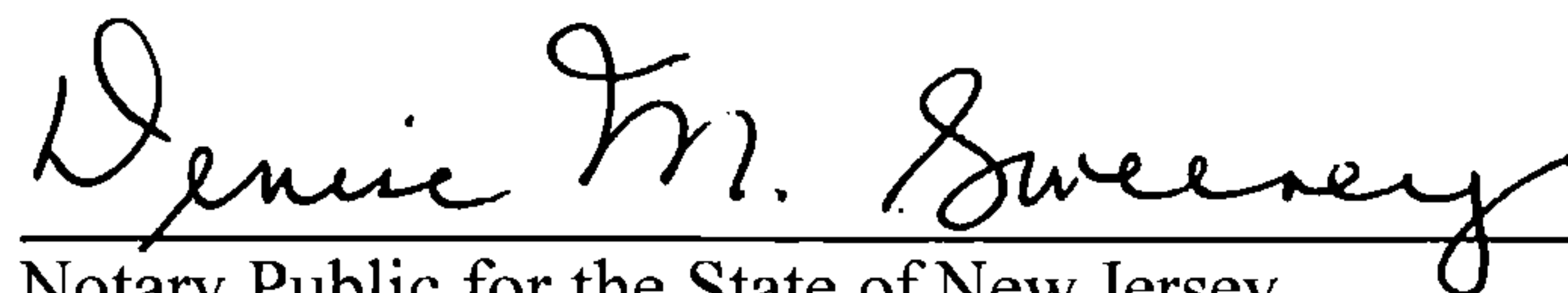
By: Essential Properties OP G.P., LLC, a Delaware limited liability company, its General Partner

By:   
Print Name: Peter M. Mavoides  
Title: President & CEO

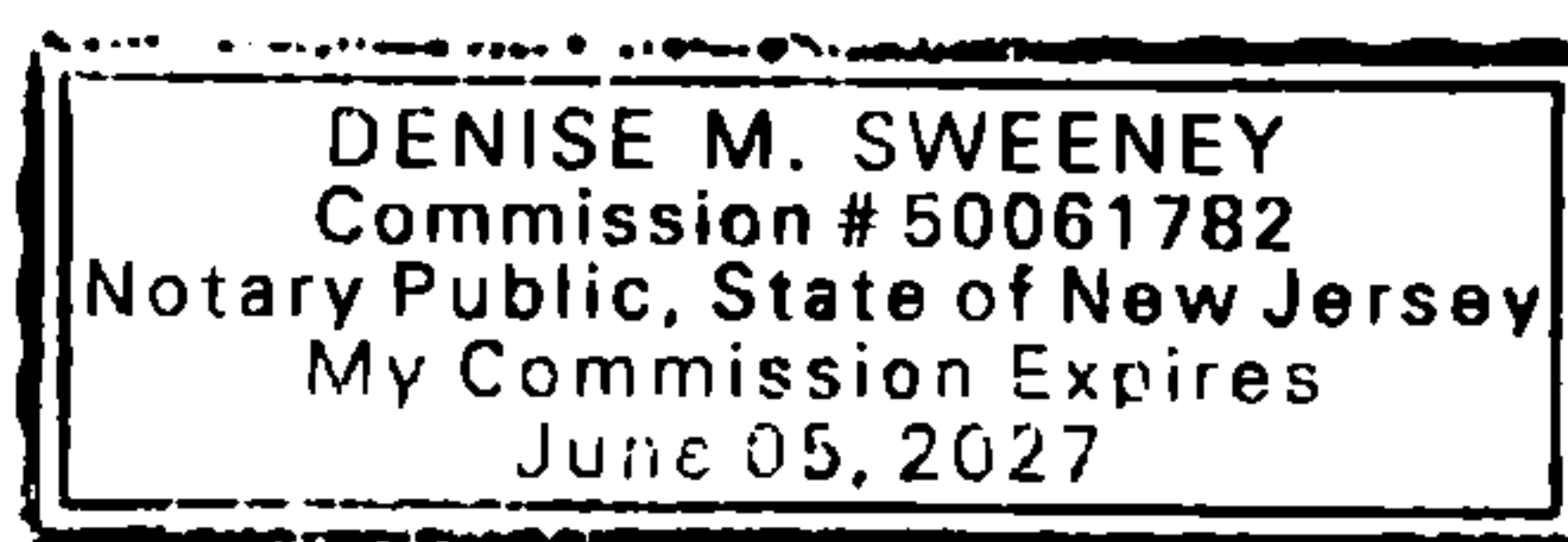
STATE OF NEW JERSEY  
COUNTY OF MERCER

I, the undersigned, a Notary Public in and for the said County and State, hereby certify that, Peter M. Mavoides, as the President & CEO of Essential Properties OP G.P., LLC, General Partner of Essential Properties, L.P., the Manager of SCF RC Funding IV LLC, a Delaware limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me, on this date that, being informed of the contents of the instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the 8<sup>th</sup> day of June, 2023

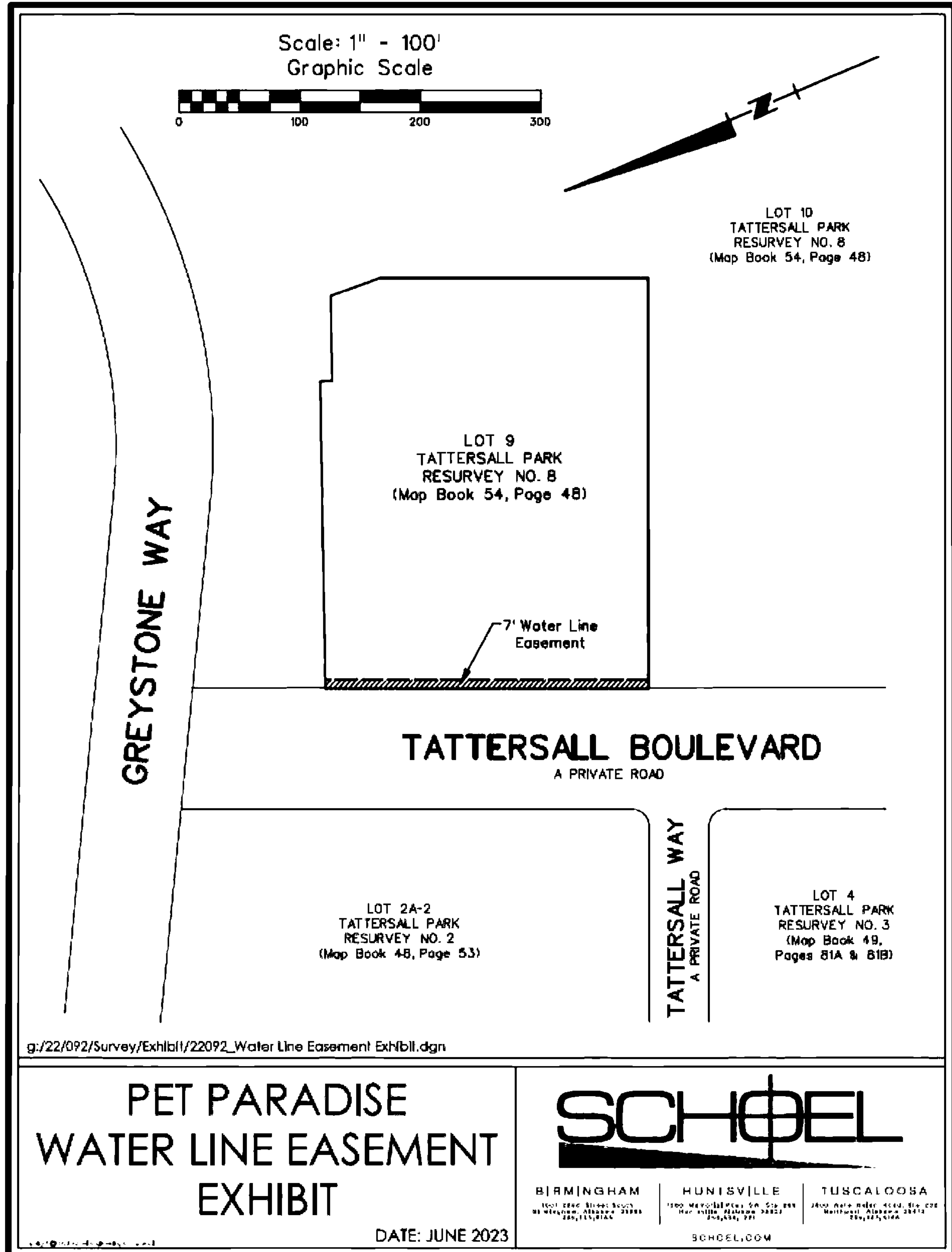
  
Notary Public for the State of New Jersey

My commission expires: June 5, 2027



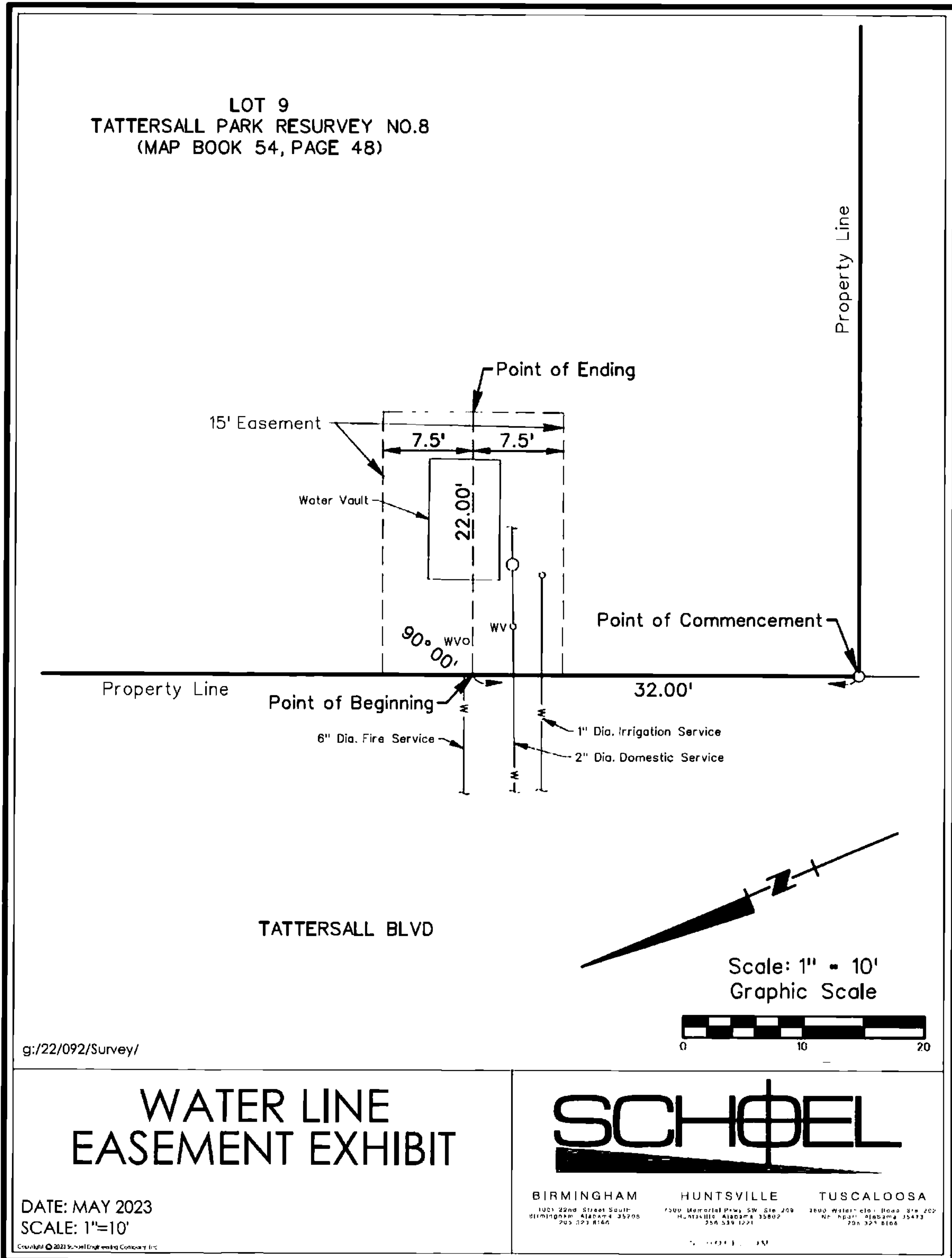
# EXHIBIT A

## Depiction of Easement Tract





**EXHIBIT B**  
**Depiction of Easement Tract**



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 06/15/2023 12:54:49 PM  
 \$38.00 BRITTANI  
 20230615000179900

*Allen S. Boyd*