



20230711000206210 1/6 \$39.00
Shelby Cnty Judge of Probate, AL
07/11/2023 12:07:28 PM FILED/CERT

This Instrument Prepared By:
Jake K. Watson
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

Source of Title: **Instrument No. 20191010000374380**
 Instrument No. 20221206000442650

Prepared without the benefit of title examination.

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**PERMANENT EASEMENT FOR
SANITARY SEWER**

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 RIDGE UTILITY SYSTEMS LLC**, a Delaware limited liability company ("Grantee"), the receipt whereof is hereby acknowledged, we, the undersigned (collectively, "Grantors"), do hereby grant, bargain, and convey unto the Grantee, its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across the Land (as hereinafter defined) for the purpose of constructing, operating, maintaining and repairing sanitary sewer mains, pipes, valves, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said Land being located within the property of the undersigned Grantors as described as "Common Area" in Map Book 57, Page 15 and "Common Area 1" in Map Book 58, Page 16, each recorded in the office of the Judge of Probate, Shelby County, Alabama (the "Grantors' Property"), and said Land being depicted on Exhibit "A" and more particularly described as follows (collectively, the Land):

20' Easement:

A 20' SANITARY SEWER EASEMENT OVER AND ACROSS COMMON AREA ACCORDING TO THE FINAL PLAT OF CHELSEA ACRES SECTOR 1, AS RECORDED IN MAP BOOK 57, PAGE 15, IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA AND COMMON AREA 1 ACCORDING TO CHELSEA ACRES SECTOR 1, PHASE 1B, AS RECORDED IN MAP BOOK 58, PAGE 16 IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND REBAR CAPPED (EDG), SAID POINT MARKING THE SE CORNER OF PUMP STATION LOT ACCORDING TO SAID FINAL PLAT OF CHELSEA ACRES SECTOR 1; THENCE RUN 89°26'35" W ALONG THE SOUTH LINE OF SAID PUMP STATION LOT FOR A DISTANCE OF 93.46' TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20' SANITARY SEWER EASEMENT, SAID EASEMENT EXTENDING 10' TO THE LEFT AND RIGHT OF SAID CENTERLINE, HEREIN DESCRIBED: THENCE LEAVING SAID SOUTH



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LINE RUN S 38°56'07" W FOR A DISTANCE OF 49.38' TO THE SOUTH LINE OF SAID COMMON AREA OF FINAL PLAT OF CHELSEA ACRES SECTOR 1 AND THE POINT OF TERMINATION OF SAID EASEMENT.

50' Easement:

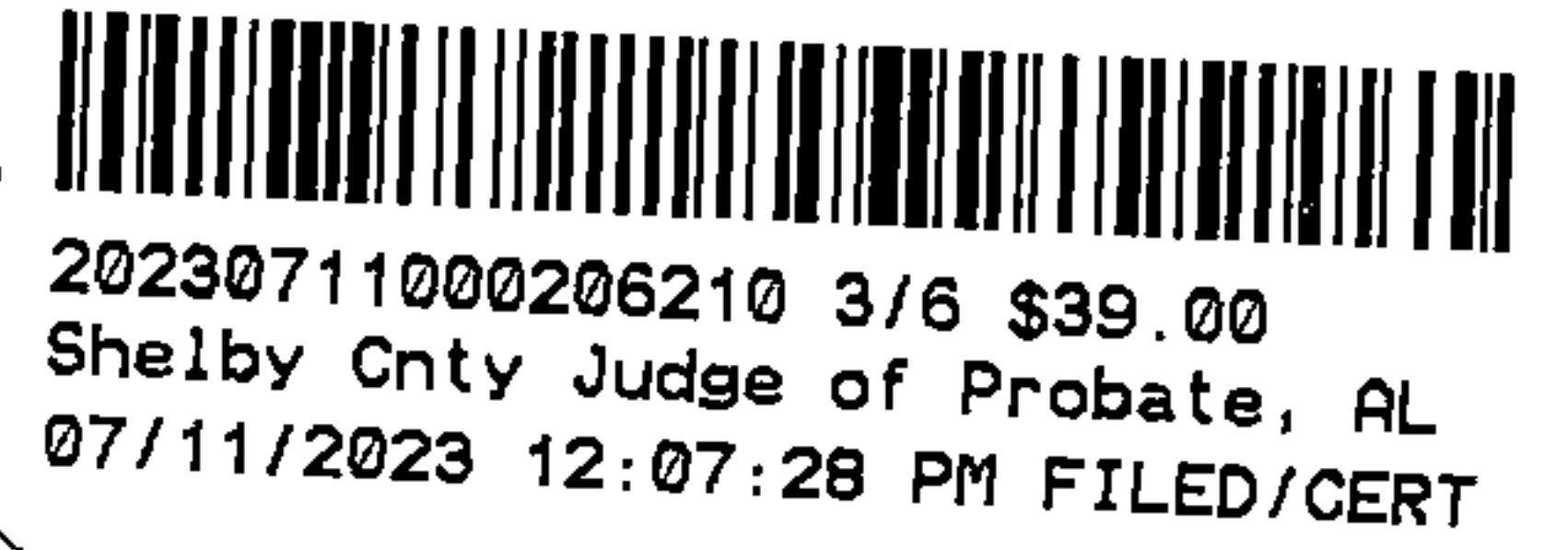
A 50' ACCESS & SANITARY SEWER EASEMENT OVER AND ACROSS COMMON AREA ACCORDING TO THE FINAL PLAT OF CHELSEA ACRES SECTOR 1, AS RECORDED IN MAP BOOK 57, PAGE 15, IN THE OFFICE OF THE JUDGE OF PROBATE IN SHELBY COUNTY, ALABAMA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND REBAR CAPPED (EDG), SAID POINT MARKING THE SE CORNER OF PUMP STATION LOT ACCORDING TO SAID FINAL PLAT OF CHELSEA ACRES SECTOR 1; THENCE RUN 89°26'35" W ALONG THE SOUTH LINE OF SAID PUMP STATION LOT FOR A DISTANCE OF 99.77' TO A FOUND REBAR CAPPED (EDG), SAID POINT MARKING THE SW CORNER OF SAID PUMP STATION LOT; THENCE LEAVING SAID SOUTH LINE RUN N 00°25'40" E ALONG THE WEST LINE OF SAID PUMP STATION LOT FOR A DISTANCE OF 48.33' TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 50' ACCESS AND SANITARY SEWER EASEMENT, SAID EASEMENT EXTENDING 25' TO THE LEFT AND RIGHT OF SAID CENTERLINE, HEREIN DESCRIBED: THENCE LEAVING SAID WEST LINE RUN N 89°51'49" W FOR A DISTANCE OF 22.57' TO A POINT LYING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00', WITH A DELTA ANGLE OF 128°15'28", A CHORD BEARING OF N 25°44'05" W, AND A CHORD LENGTH OF 197.95'; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 246.24' TO A POINT; THENCE RUN N 38°23'38" E FOR A DISTANCE OF 136.94' TO A POINT LYING ON THE NE LINE OF SAID COMMON AREA AND THE SW RIGHT-OF-WAY LINE OF HALIFAX LANE, SAID POINT ALSO BEING THE POINT OF TERMINATION OF SAID EASEMENT.

The Grantee shall have the right and privilege of a perpetual use of the Land 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 Land and on the portions of Grantors' Property adjacent to said Land when deemed reasonably necessary for the avoidance of danger in and about said public use of said Land.

The Grantee shall have free access, ingress and egress to and from said land over and across the portions of Grantors' Property adjacent to the Land for the purposes herein mentioned, and the Grantors shall erect no structures on the portions of Grantors' Property within the Land, 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 the Land or interfere with the right of the Grantee to enter upon the 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 portions of Grantors' Property adjacent to the Land for the purposes heretofore expressed. Any and all disturbed areas within the Grantors' Property 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. Grantors 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 and/or sanitary sewer line, except due to the negligence or willful misconduct of Grantee 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.

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IN WITNESS WHEREOF, the GRANTORS herein, have executed or caused to be executed, on this
11th day of July, 2023.

GRANTORS:

TCG CHELSEA ACRES, LLC,
a Delaware limited liability company

By: *Del Clayton*
Name: *Del Clayton*
Title: *President*

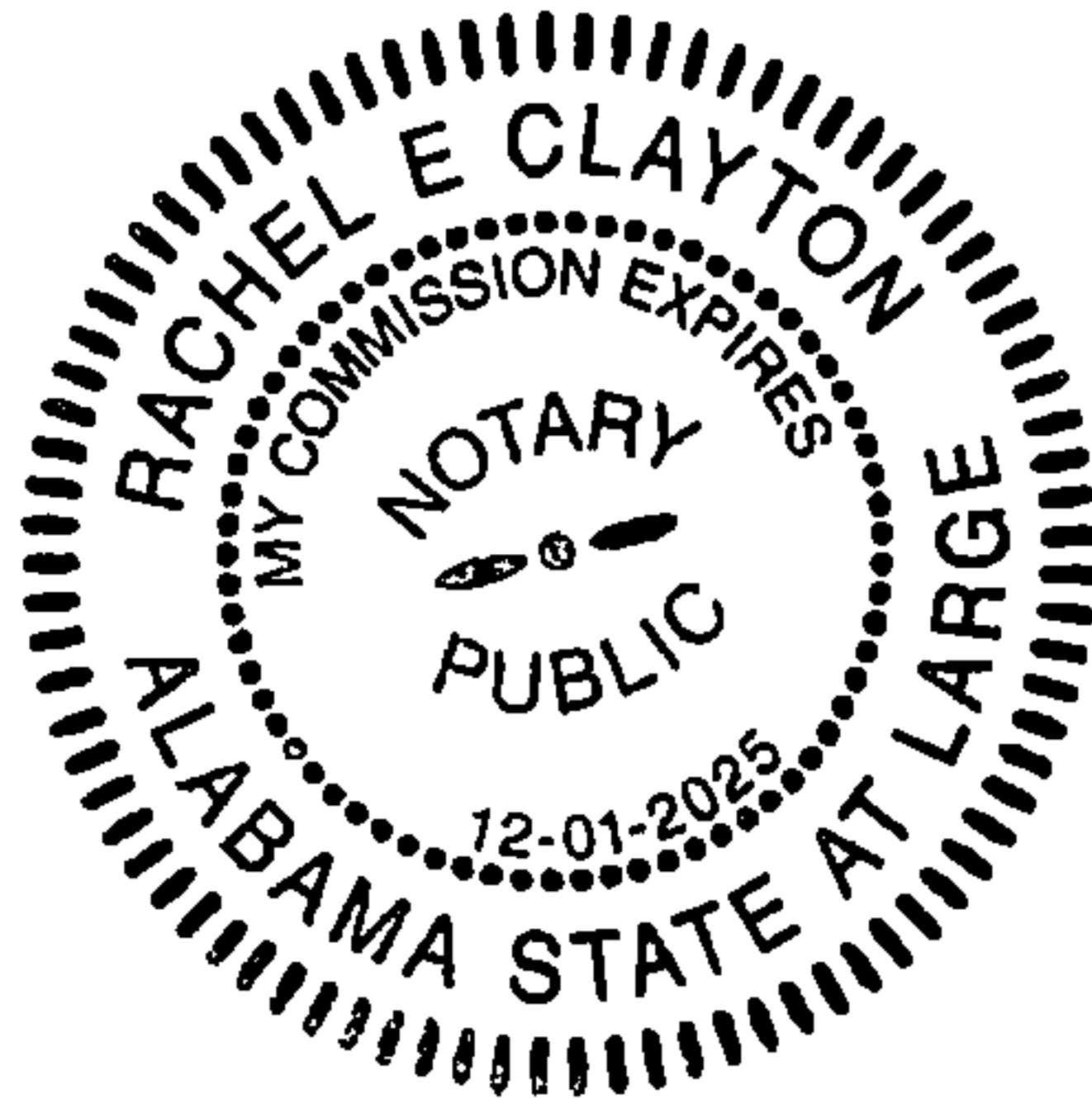
STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Del Clayton, whose name as President of **TCG CHELSEA ACRES, LLC**, a Delaware limited liability company, 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 the instrument, (s)he, as such individual and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 11 day of July, 2023.

[SEAL]



Rachel E. Clayton
NOTARY PUBLIC
My Commission Expires: 12/01/2025

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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**CHELSEA ACRES HOMEOWNER'S
ASSOCIATION, INC.,**
an Alabama non-profit corporation

By: Del Clayton
Name: Del Clayton
Title: President

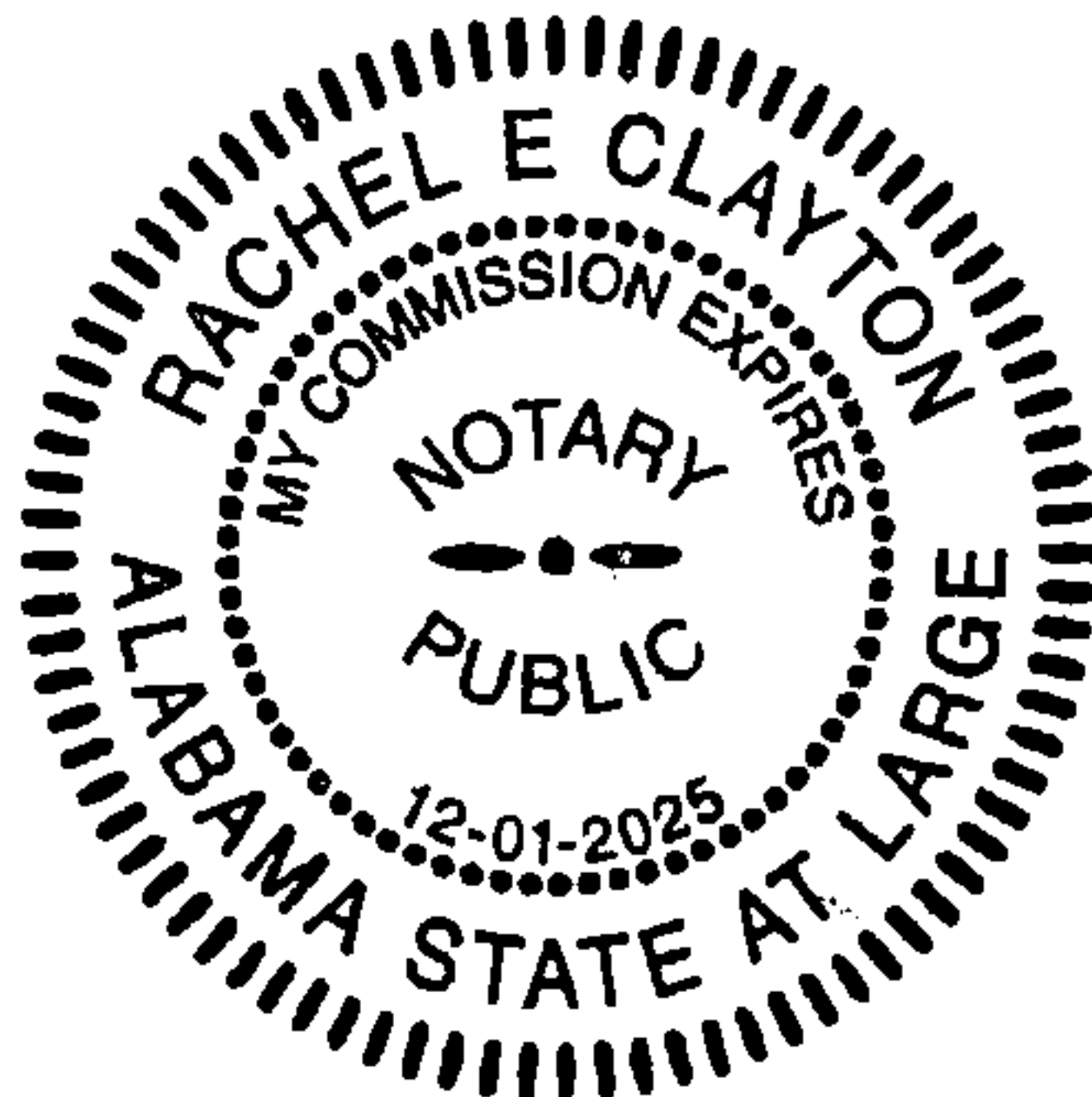
STATE OF Alabama)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Del Clayton, whose name as president of **CHELSEA ACRES HOMEOWNER'S ASSOCIATION, INC.**, an Alabama non-profit corporation, 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 the instrument, (s)he, as such individual and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand this 11 day of July, 2023.

[SEAL]



Rachel E. Clayton
NOTARY PUBLIC
My Commission Expires: 12/01/2025

