

PERMANENT EASEMENT DEED



20251014000316480 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
10/14/2025 11:37:56 AM FILED/CERT

TATTERSALL PARK

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Alabama Water Utilities, Inc. , receipt whereof is hereby acknowledged, we, the undersigned, EBSCO Industries, Inc. and BW2, LLC, (Grantors), do hereby grant, bargain, and convey to Alabama Water Utilities, Inc., (Grantee), its agents, successors, and assigns, a permanent easement and right-of-way for ingress and egress to and from, also over, under and across a strip of land (more particularly hereinafter referred to as the "Sanitary Sewer Easement") for the purpose of constructing, operating, maintaining, and repairing sanitary sewer mains, pipes, and appurtenances. Said strip of land for Sanitary Sewer Easement being located within the property of the undersigned Grantors as described in Map Book 56, Page 82, in the office of Judge of Probate, Shelby County, Alabama, said easement being more particularly described as follows:

SANITARY SEWER EASEMENT AS DESCRIBED BELOW AND AS ILLUSTRATED IN EXHIBIT A, ATTACHED HERETO:

A 20.00 foot wide sanitary sewer easement, said easement being 10 foot wide on both sides of a centerline and being situated in the Northeast quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of Lot 10-A, according to the survey of Tattersall Park Resurvey No. 9, as recorded in Map Book 56, Page 82 in the Probate Office of Shelby County, Alabama and lying on the Southeast right-of-way line of Tattersall Boulevard; thence run in a Southwesterly direction along the Westerly line of said Lot 10A a distance of 6.50 feet; thence 90°00'00" to the left in a Southeasterly direction leaving said right-of-way a distance of 15.75 feet to the POINT OF BEGINNING of a 20 foot wide sanitary sewer right-of-way lying 10 feet to each side of, parallel to and abutting the following described centerline; thence 89°30'37" to the left in a Northeasterly direction a distance of 250.58 feet to a point; thence 10°44'23" to the right in a Northeasterly direction a distance of 56.15 feet to the POINT OF ENDING of this right-of-way.



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The grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with 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 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, pipe, 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 an repair of water and/or sanitary sewer 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.



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IN WITNESSS WHEREOF, the undersigned have hereunto set their hands and seals, all
on the 18 day of September, 2025

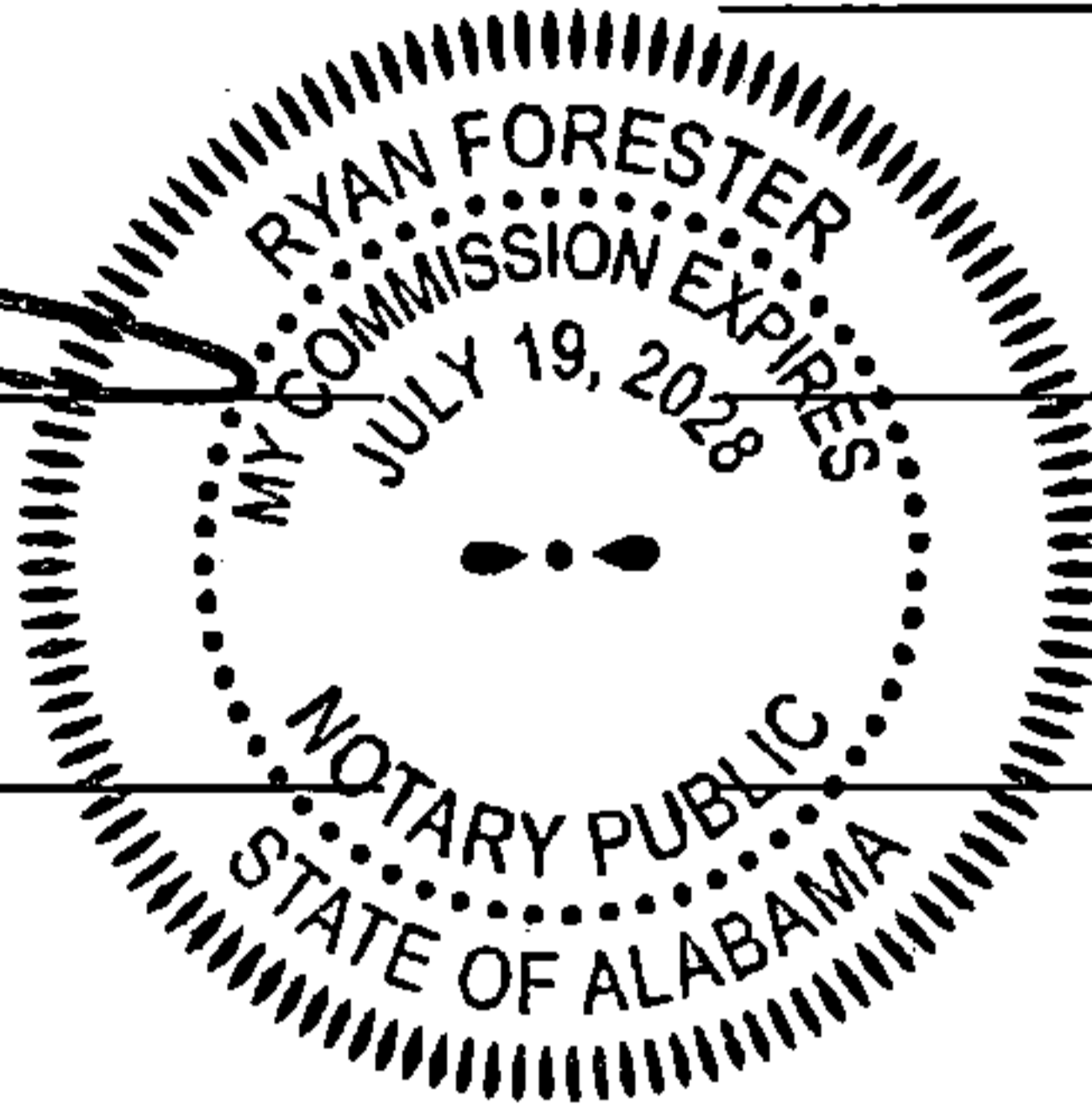
EBSCO Industries, Inc.

By: Brooke Krapp
(Name of Grantor & Title)

BROOKS Krapp
Vice President

WITNESSES:

[Signature]





20251014000316480 4/6 \$38.00
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IN WITNESSS WHEREOF, the undersigned have hereunto set their hands and seals, all
on the 22 day of Sept., 2025

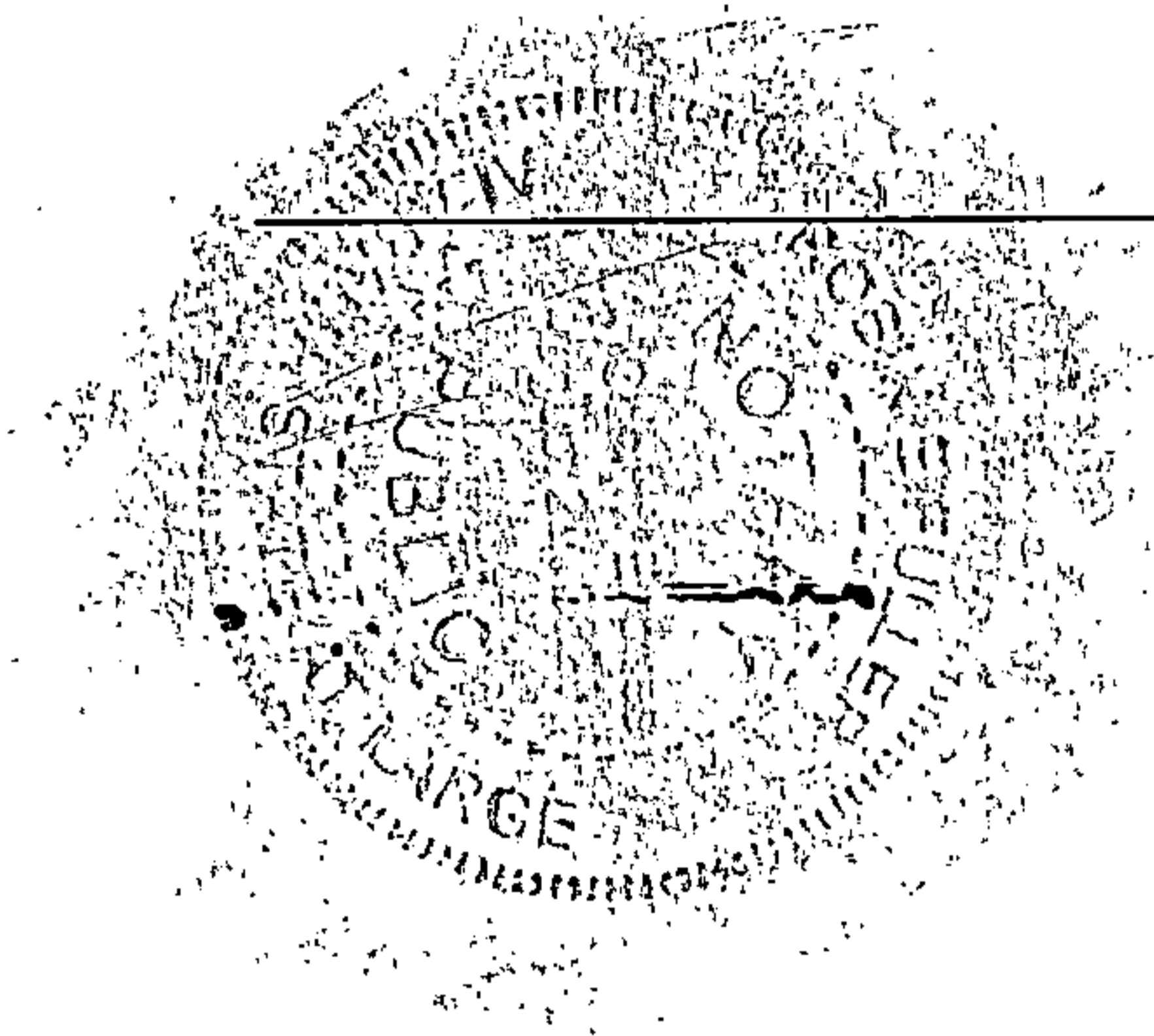
BW2, LLC

By: Zinaid Porbandawala
(Name of Grantor & Title)

[Signature]
Partner

WITNESSES:

[Signature]





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LOT 5-B2A
TATTERSALL PARK
RESURVEY NO. 7
(Map Book 53, Page 2)

LOT 5-A
TATTERSALL PARK
RESURVEY NO. 4
(Map Book 49, Page 96)

TATTERSALL PARK DRIVE
A PRIVATE ROAD

LOT 6
TATTERSALL PARK
RESURVEY NO. 3
(Map Book 49,
Pages 81A & 81B)

TATTERSALL BOULEVARD
A PRIVATE ROAD

100' R.O.W.

POINT OF COMMENCEMENT
at Northwest Corner
of Lot 10A

6.50'

POINT OF BEGINNING

15.75'

89°30'37"

Access Easement
for Lot 10-A

CL 20' Sanitary
Sewer Easement

250.58'

LOT 10B
TATTERSALL PARK
RESURVEY NO. 9
(Map Book 56, Page 82)

LOT 10A
TATTERSALL PARK
RESURVEY NO. 9
(Map Book 56, Page 82)

POINT OF
ENDING

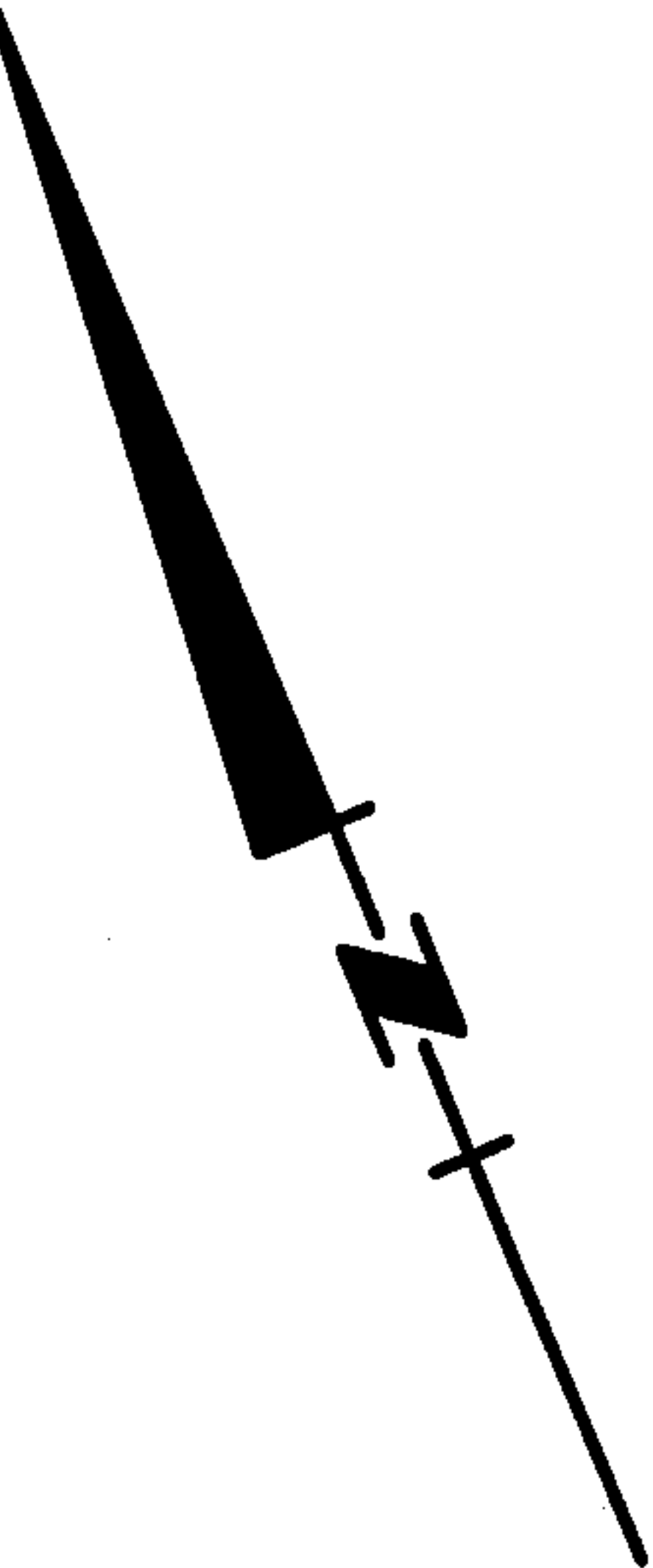
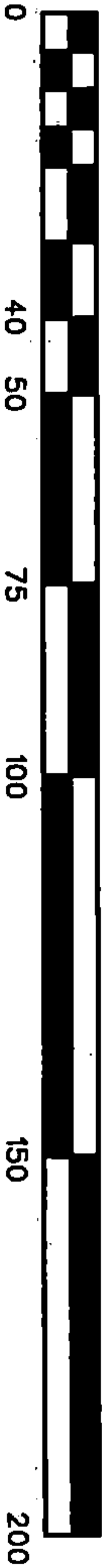
30' Building
Setback Line

Existing 20' Sanitary
Sewer Easement

56.15'

10°44'23"

Scale: 1" = 40'
Graphic Scale

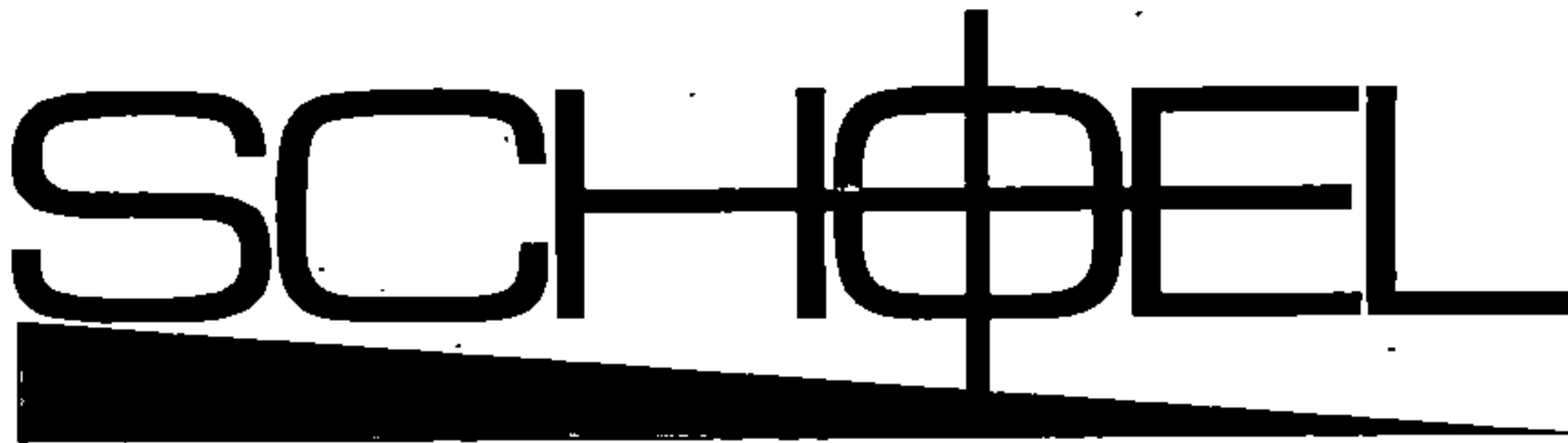


g:/22/381/Survey/Exhibit/

EXHIBIT A TATTERSALL PARK SANITARY SEWER EASEMENT

DATE: SEPTEMBER 2025
SCALE: 1"=40'

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BIRMINGHAM
1001 22nd Street South
Birmingham, Alabama 35206
205.323.6166

HUNTSVILLE
7600 Memorial Pkwy SW Ste 209
Huntsville, Alabama 35802
256.539.1221

TUSCALOOSA
3600 Watermelon Road, Ste 202
Northport, Alabama 35473
205.323.6166

SCHOEL.COM

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section

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Grantor's Name EBSCO Industries, Inc
Mailing Address P.O. Box 1943, Birmingham, AL
& BW2, LLC
6225 Tattersall Park Development Birmingham, AL

Grantee's Name Alabama Water Utilities, LLC
Mailing Address 2086 A Valleydale Terrace, Birmingham, AL

Property Address 6225 Tattersall Park Development
Birmingham, AL

Date of Sale 09/16/2025
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

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 10-9-25

Print Brooks Knapp

Unattested

(verified by)

Sign Brooks Knapp

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1