



20031002000664480 Pg 1/4 .00
 Shelby Cnty Judge of Probate, AL
 10/02/2003 14:14:00 FILED/CERTIFIED

PERMANENT EASEMENT DEED

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 Westover Water Authority, the receipt whereof is hereby acknowledge, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Westover Water Authority (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 said strip being more particularly described as follows:

20.0' Easement for Water Main Extension

A PARCEL OF LAND SITUATED IN THE NORTH ½ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION; THENCE RUN NORTH ALONG THE EAST BOUNDARY LINE OF SAID ¼ ¼ SECTION FOR 67.55 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #39 (80' R.O.W.), SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE 137°06'59" LEFT AND RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY FOR 29.65' TO A FOUND ½" REBAR; THENCE 69°03'43" MEASURE, 69°24'49" MAP RIGHT AND RUN NORTHWESTERLY FOR 38.27 FEET MEASURE, 37.98 FEET MAP TO A FOUND ½" REBAR; THENCE 13°16'23" MEASURE, 13°42'31" MAP LEFT AND RUN NORTHWESTERLY FOR 151.91 FEET MEASURE, 151.73 FEET MAP TO A FOUND ½" REBAR; THENCE 42°37'42" MEASURE, 42°32'22" MAP RIGHT AND RUN NORTHWESTERLY FOR 79.04 FEET MEASURE, 79.40 FEET MAP TO A FOUND OPEN TOP IRON; THENCE 12°21'02"

Shelby County -

MEASURE, 12°06'30" MAP LEFT AND RUN NORTHWESTERLY FOR 59.82 FEET
MEASURE, 59.86 FEET MAP TO A FOUND CRIMPED IRON; THENCE 2°34'00"
MEASURE, 2°12'55" MAP RIGHT AND RUN NORTHWESTERLY FOR 111.18 FEET
MEASURE, 111.65 FEET MAP TO A FOUND IRON; THENCE 5°14'23" MEASURE,
5°37'40" MAP RIGHT AND RUN NORTHWESTERLY FOR 239.69 FEET MEASURE,
239.37 FEET MAP TO A FOUND IRON; THENCE 16°57'49" MEASURE, 16°49'30"
MAP RIGHT AND RUN NORTHWESTERLY FOR 109.11 FEET MEASURE, 109.19
FEET MAP TO A FOUND ½" REBAR; THENCE 9°59'00" RIGHT AND RUN
NORTHWESTERLY FOR 195.00 FEET TO THE CENTERLINE OF A CREEK
BRANCH; THENCE 89°28'37" RIGHT AND RUN NORTHEASTERLY ALONG THE
CENTERLINE OF SAID CREEK BRANCH FOR 66.87 FEET TO THE CENTERLINE
OF YELLOWLEAF CREEK; THENCE 23°20'40" RIGHT AND RUN SOUTHEASTERLY
ALONG THE CENTERLINE OF SAID CREEK FOR 41.20 FEET TO A POINT;
THENCE 52°21'00" MEASURE, 52°20'55" MAP LEFT AND RUN NORTHEASTERLY
ALONG THE CENTERLINE OF SAID CREEK FOR 220.59 FEET MEASURE, 220.92
FEET MAP TO A POINT ON THE SOUTHERLY BOUNDARY OF THE SEABOARD
COASTLINE RAILROAD RIGHT OF WAY (100 FEET); THENCE 85°05'25" MEASURE,
85°11'00" MAP RIGHT AND RUN SOUTHEASTERLY ALONG SAID RAILROAD
RIGHT OF WAY FOR 89.19 FEET MEASURE, 89.44 FEET MAP TO A FOUND ½"
REBAR; THENCE 2°12'47" MEASURE, 2°13'02" MAP LEFT AND RUN
SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 102.94 FEET; THENCE
3°20'00" MEASURE, 3°20'01" MAP AND RUN SOUTHEASTERLY ALONG SAID
RIGHT OF WAY FOR 102.89 FEET MEASURE, 102.88 FEET MAP TO A FOUND ½"
REBAR; THENCE 3°38'17" MEASURE, 3°42'40" MAP LEFT AND RUN
SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 103.42 FEET MEASURE,
103.40 FEET MAP TO A FOUND ½" REBAR; THENCE 3°44'27" MEASURE, 3°45'01"
MAP LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 103.41
FEET MEASURE, 103.44 FEET MAP TO A FOUND ½" REBAR; THENCE 4°17'51"
MEASURE, 4°13'29" MAP LEFT AND RUN SOUTHEASTERLY ALONG SAID RIGHT
OF WAY FOR 69.97 FEET MEASURE, 69.98 FEET MAP TO A FOUND ½" REBAR ON
THE WESTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #47 (80'
R.O.W.); THENCE 79°58'45" MEASURE, 79°56'50" MAP RIGHT AND RUN
SOUTHWESTERLY ALONG SAID COUNTY HIGHWAY #47 RIGHT OF WAY FOR
54.69 FEET MEASURE, 54.59 FEET MAP TO A FOUND ½" REBAR; THENCE
5°47'11" LEFT AND RUN SOUTHERLY ALONG SAID RIGHT OF WAY FOR 103.26
FEET TO A FOUND IRON; THENCE 17°00'09" LEFT AND RUN SOUTHERLY ALONG
SAID RIGHT OF WAY FOR 53.13 FEET TO A FOUND IRON;
AND THE POINT OF BEGINNING OF A THE CENTERLINE OF A 20.0 FOOT WIDE
EASEMENT FOR A WATER MAIN, SAID EASEMENT LIES 10 FEET NORTH OF
PARALLEL TO AND ABUTTING SAID LINE; THENCE TURN 43°18'12" TO THE RIGHT
AND THENCE RUN SOUTHWESTERLY FOR 24.25' TO A POINT, THENCE TURN
80°51'05" TO THE RIGHT AND RUN SOUTHWESTERLY FOR 77.73 FEET TO A
POINT, THENCE TURN 05°41'22" TO THE RIGHT AND RUN NORTHWESTERLY
FOR 198.40' TO A POINT, THENCE TURN 01°47'34" TO THE RIGHT AND RUN
NORTHWESTERLY FOR 204.45 FEET TO A POINT, THENCE TURN 11°30'21" TO

THE LEFT AND RUN FOR 89.71 FEET TO THE END OF SAID 20.0 FOOT 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 land 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 the 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 29th day of September, 2003.

By: *Earl Pien*

NOTARY:
Melinda A. Davis
MY COMMISSION EXPIRES OCT. 23, 2005

WITNESS:

SEAL

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