20060310000113000 1/8 $.00
Shelby Cnty Judge of Probate, AL
03/10/2006 09:48:06AM FILED/CERT

PERMANENT EASEMENT DEED

C5A

16-9-30-0-000-009.001

STATE OF ALABAMA)
SHELBY COUNTY)

Alan J. Dreher

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ($ 183) 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 #20030630000410110, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A 40 foot utility easement for a water line situated in Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, Lying South of, adjacent and parallel to the South right of way line of a 100 foot Alabama Power Transmission Main right-of-way, Gaston-Bessemer, AX-14491 running Northwesterly and Southeasterly as recorded in Office of the Judge of Probate of Shelby County Alabama, with the centerline of said 40 foot easement being more particularly described as follows:

Commence at the Northeast corner of said Section 30; thence run South along the East line of said section 3135 feet more or less, to the point of beginning of the centerline of the 40 foot easement herein described, said point lying 20 feet South of and perpendicular to the said Gaston-Bessemer Alabama Power Company right-of-way; thence turn an azimuth from the last described course of 284 degrees more or less to parallel with the said Alabama Power Company right of way and run in a Northwesterly direction parallel with said right of way for a distance of 112 feet more or less to a point on the East right of way of Shelby County Road No. 49 and the end of said 40 foot easement herein described. Said easement contains 0.10 acres, more or less, and the approximate alignment and orientation is shown on the attached Exhibit A.

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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 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 Shelby County, Alabama, 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 by a benefit to the property of the undersigned.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10th day of March, 2006.

By: _____
Alan J. Dreher
Authorized Representative

By: _____

WITNESSES:

_____ _____

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Alan T. Drexler, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, do executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 4th day of March, 2006.

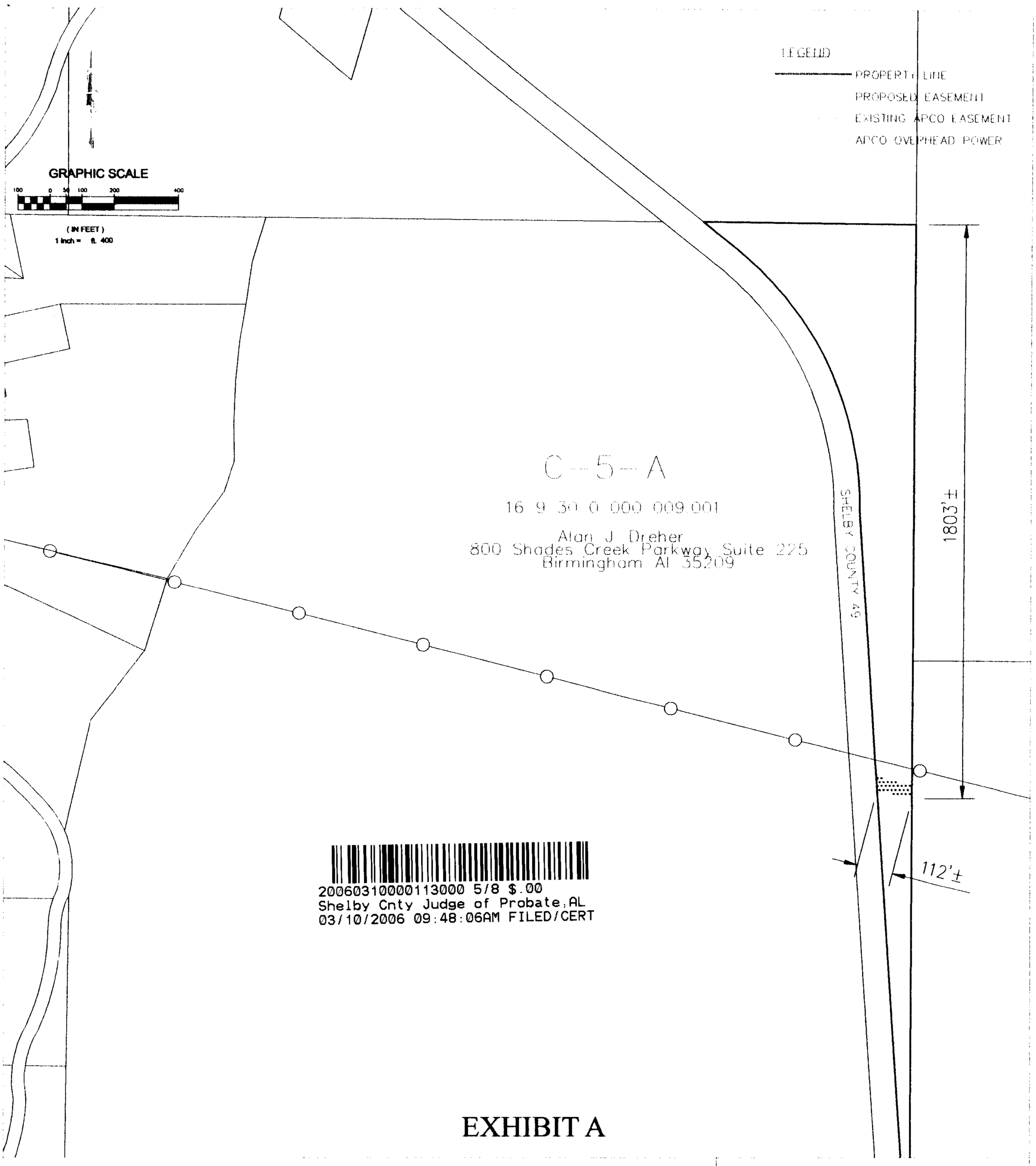
Notary Public for the State of Alabama
My Commission Expires: 6-15-09

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, _____, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, do executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this _____ day of _____, 2006.

_____
Notary Public for the State of Alabama
My Commission Expires: _____



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Shelby Cnty Judge of Probate,AL
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EXHIBIT A

PARCEL ID #:	16 9 30 0 000 009.001
PARCEL OWNER:	Alan J. Dreher
TOTAL ACREAGE:	10.92±
EASEMENT ACREAGE:	0.103±
REMAINING ACREAGE:	10.82±

NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA

SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: C-5-A

DRAWING 1 OF 1

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Shelby Cnty Judge of Probate,AL
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EXHIBIT A

PARCEL ID #:	16 9 30 0 000 009.000
PARCEL OWNER	GULF STATES PAPER CORP
TOTAL ACREAGE:	222.0±
EASEMENT ACREAGE:	SEE SHEET 2 OF 2
REMAINING ACREAGE:	SEE SHEET 2 OF 2

NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA

SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: C-5

DRAWING 1 OF 2

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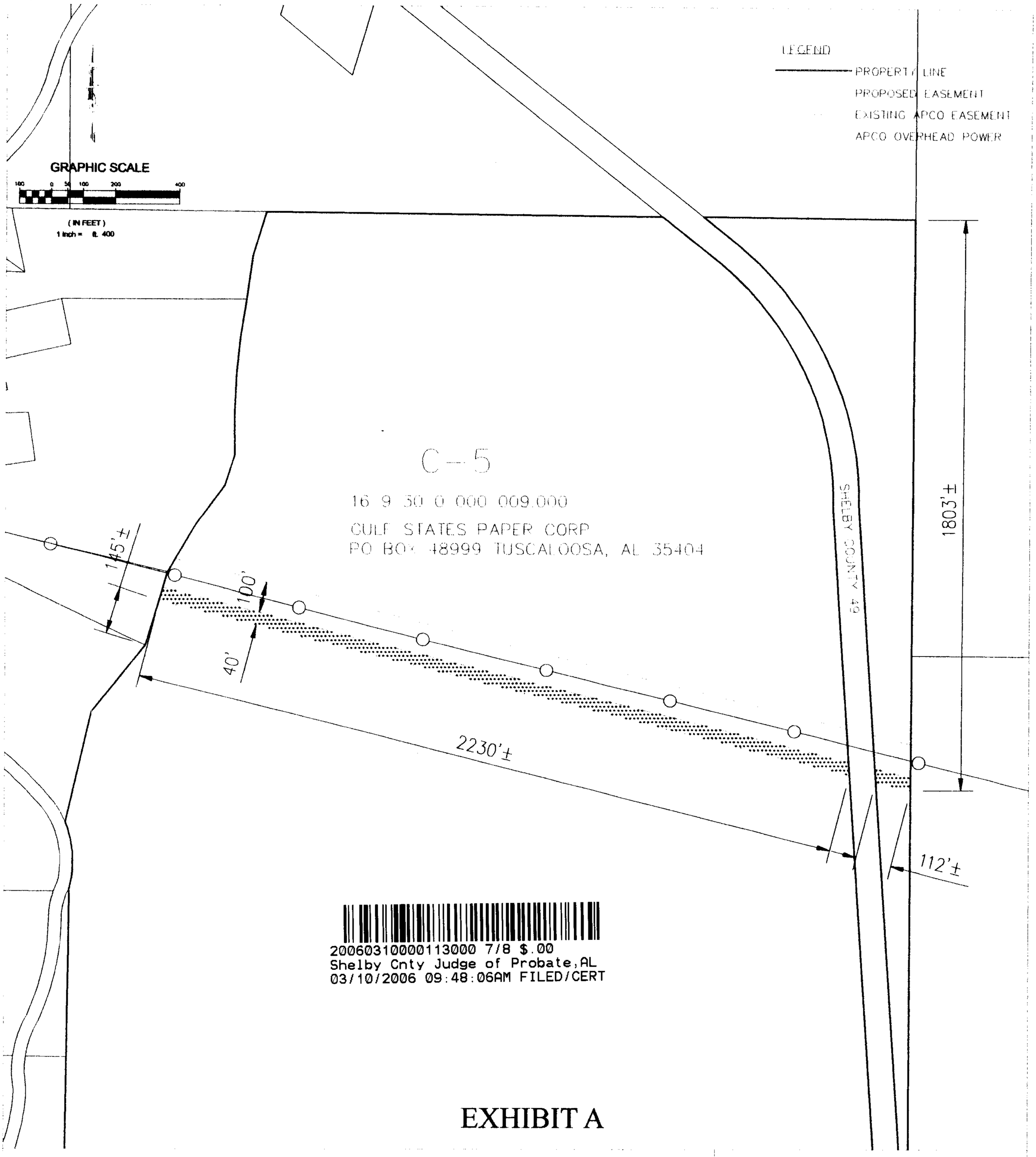

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EXHIBIT A

PARCEL ID #:	16 9 30 0 000 009.000
PARCEL OWNER:	GULF STATES PAPER CORP
TOTAL ACREAGE:	222.0±
EASEMENT ACREAGE:	2.15±
REMAINING ACREAGE:	219.85±

NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA

SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: C-5

DRAWING 2 OF 2

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EXHIBIT A

PAPCEL D #: 16 9 30 0 000 009.001
PAPCEL OWNER: Alan J. Dreher
TOTAL ACREAGE: 10.92±
EASEMENT ACREAGE: 0.103±
PEMAINING ACREAGE: 10.82±

NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA.

SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: C-5-A
DRAWING 1 OF 1

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