

PERMANENT EASEMENT DEED

D36

16-9-32-0-000-008.000

STATE OF ALABAMA)
SHELBY COUNTY)

Estate of Robert J. Whorton, deceased, et al.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Thousand Eight Hundred and no/100 Dollars (\$10,800.00)** cash in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto Shelby County, Alabama (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 Deed Book 229, Page 758, 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 the Southwest of the Northeast quarter and the Northwest of the Southeast quarter of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama, Lying West of also parallel with and adjacent to a 100 foot Alabama Power Company Transmission Line Easement, and within the property recorded in Deed Book 229, Page 758 in the Office of the Probate Judge of Shelby County, Alabama, containing 2.28 acres more or less.

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 Grantors for the purposes herein mentioned, and the Grantors 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 Grantors 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. 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 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 be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1st day of May, 2007.



Judith L. Whorton, Individually, and as Personal Representative of the Estate of Robert J. Whorton, deceased, and as Trustee of the Robert J. Whorton Management Trust

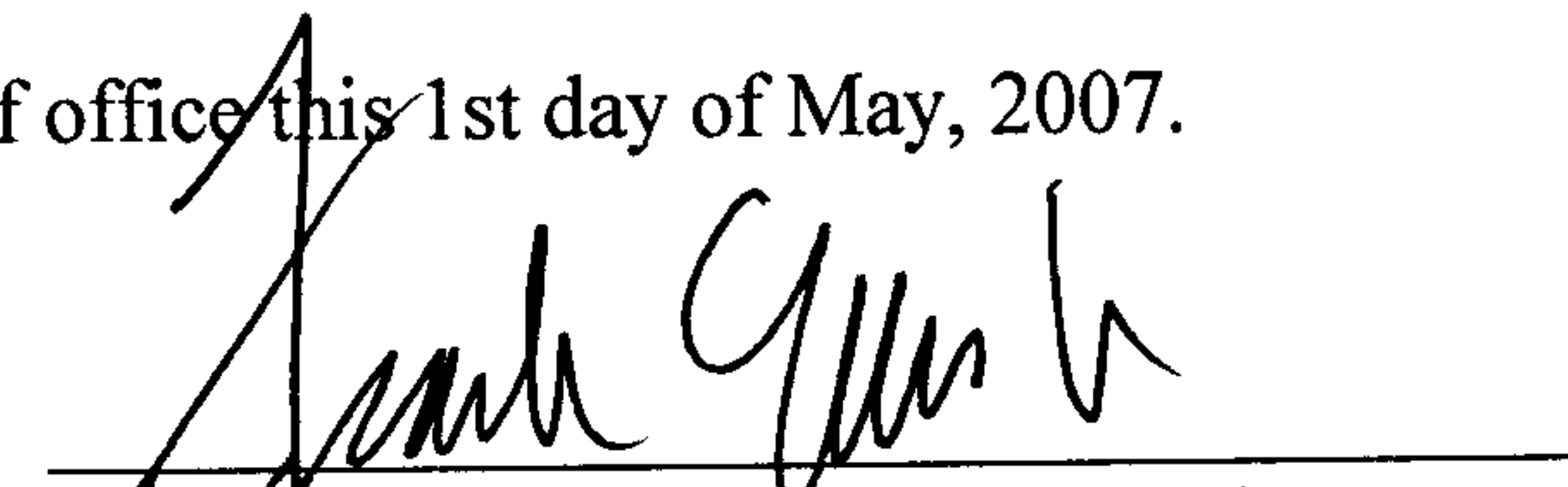


Nancy W. Clark, Individually, and as Personal Representative of the Estate of Ruby W. Woolley, deceased, and as Personal Representative of the Estate of Leah W. Fuller, deceased

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Judith L. Whorton, Individually, and as Personal Representative of the Estate of Robert J. Whorton, deceased, and as Trustee of the Robert J. Whorton Management Trust, 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 such instrument, she, in said capacities and with full authority, executed the same voluntarily for and as the act of the aforesaid.

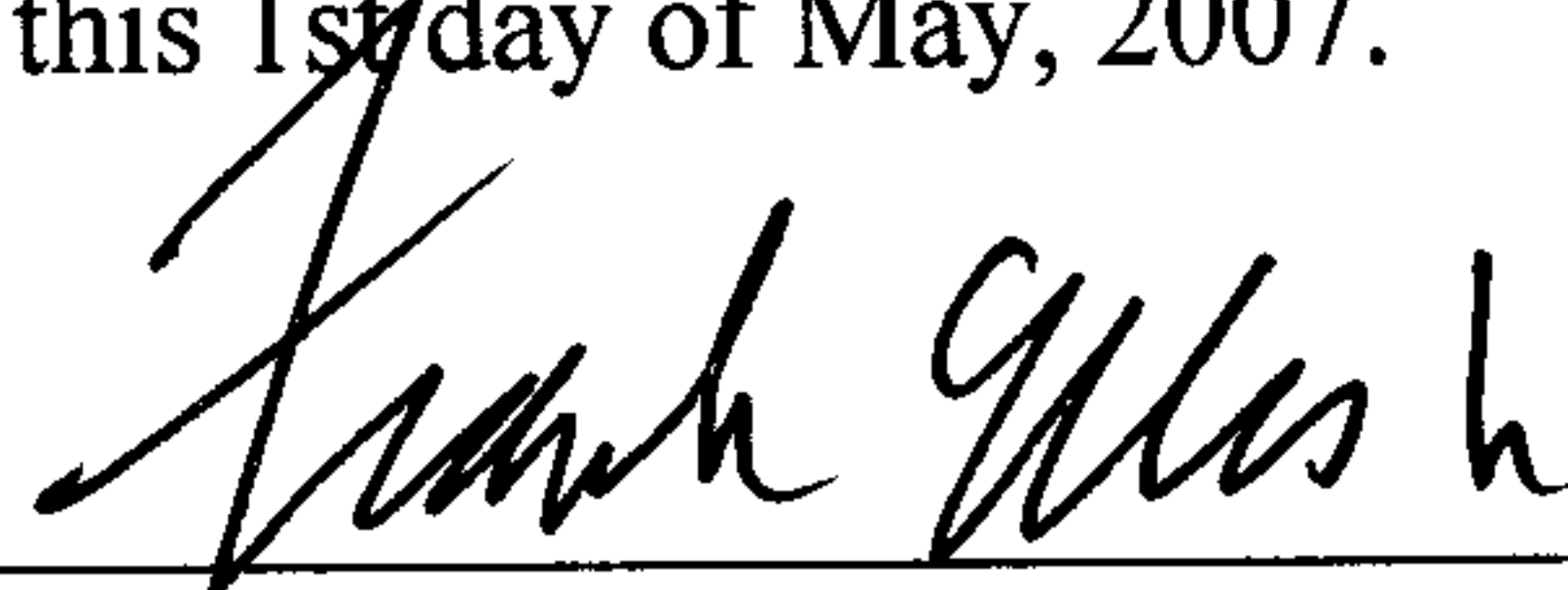
GIVEN under my hand and official seal of office this 1st day of May, 2007.


Notary Public for the State of Alabama
My Commission Expires: 9-9-09

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Nancy W. Clark, Individually, and as Personal Representative of the Estate of Ruby W. Woolley, deceased, and as Personal Representative of the Estate of Leah W. Fuller, deceased, 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 such instrument, she, in said capacities and with full authority, executed the same voluntarily for and as the act of the aforesaid.

GIVEN under my hand and official seal of office this 1st day of May, 2007.



Notary Public for the State of Alabama

My Commission Expires: 9-9-09