

PERMANENT EASEMENT DEED

ALABAMA TELCO CREDIT UNION ADDITION TO CHELSEA LOT 2

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 Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, S.N.O., Inc. (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 and/or sanitary sewer 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 Map Book 39, Page 29, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

An easement over and across a parcel of land situated in the Southwest one-quarter of the Northwest one-quarter of Section 26, Township 19 South, Range 1 West Shelby County, Alabama, said easement also being over and across Lot 2 of Alabama Telco Credit Union Addition To Chelsea as recorded in Map Book 39, Page 29 in the Office of the Judge of Probate Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said Lot 1 and run North along the West line thereof for a distance of 10.03 feet to a point on a curve turning to the left, said curve having a radius of 11599.16 feet, a central angle of 01 degrees 05 minutes 12 seconds, a chord distance of 220.00 feet and a deflection angle to the right to chord of 84 degrees 43 minutes 00 seconds; thence run along the arc of said curve for a distance of 220.00 feet to the POINT OF BEGINNING of the easement herein described, said easement being 10 feet on each side of, parallel to and adjacent to the following described centerline, said point also being on a curve turning to the left, said curve having a radius of 11599.16 feet, a central angle of 00 degrees 47 minutes 57 seconds, a chord distance of 161.77 feet, and a deflection angle to the left from the chord of the afore mentioned curve of 00 degrees 56 minutes 35 seconds; thence run along the arc of said curve for a distance of 161.77 feet to **POINT A** for future reference; thence deflect left from the chord of said curve 88 degrees 42 minutes 45 seconds and run in a Northerly direction for a distance of 193.45 feet to the end of said easement. Also, Begin at **POINT A** in the above described legal description, said point being on a curve turning to the left, said

curve having a radius of 11599.16, a central angle of 01 degrees 06 minutes 53 seconds, a chord distance of 225.69 feet, and a deflection angle to the left from the chord of the aforementioned curve of 00 degrees 57 minutes 35 seconds, thence run along the arc of said curve for a distance of 225.69 feet; thence deflect left from the chord of said curve 37 degrees 37 minutes 00 seconds and run in a Northeasterly direction along said centerline for a distance of 146.03 feet; thence deflect left 41 degrees 16 minutes 10 seconds and run in a Northerly direction for a distance of 13.21 feet to the end of said easement. Said easement contains 14,603 square feet or 0.34 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 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 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 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 3rd day of July, 20 08.

By:

Steve Issis
Steve Issis, President

WITNESSES:

Notary
7-3-08

My Commission Expires 8-1-2008

Eisa Shumara

Eisa Shumara

Steve Issis

Steve Issis