

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 Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, and convey unto the Shelby County Commission (Grantee), its 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 a sanitary sewer lift station and force main 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 Taylor Properties LLC as described in map book 24 page 91 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

FORCE MAIN EASEMENT

An easement for a sanitary sewer force main located in the Northwest quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being a part of Lot 2-A of A Resurvey of Lot 2 of Taylor Properties Addition to U.S. Hwy 280 as recorded in Map Book 24, Page 91 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Begin at the Northeast corner of Lot 2-A of A Resurvey of Lot 2 of Taylor Properties Addition to U.S. Hwy 280 as recorded in Map Book 24, Page 91 in the Probate Office of Shelby County, Alabama, said corner located at the intersection of the Westerly right-of-way of U. S. Highway 280 with the South right-of-way of Cedar Lane, and run in a Westerly direction along the south right-of-way of Cedar Lane a distance of 150.74 feet to the Northeast corner of an existing sewer pump station easement as dedicated by said recorded plat; thence deflect 90°00'00" and run to the left in a Southerly direction along the South line of said pump station easement for 10.00 feet; thence deflect 90°00'00" and run to the left in an Easterly direction for 152.51 feet to the Westerly right-of-way of U.S. Highway 280; thence deflect 96°17'10" and run to the left in a Northerly direction along said Westerly right-of-way for 3.14 feet; thence deflect 11°25'50" and run to the right in a Northerly direction along said Westerly right-of-way for 7.05 feet to the point of beginning.

LIFT STATION EASEMENT

Sewer pump station easement as described in map book 24 page 91 in the office of the Judge of Probate, Shelby County, Alabama

The Grantee shall have an exclusive 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, place no fill dirt or other surface materials, excavate or remove any part of the surface soil or surface materials, or in any way alter the ground elevation or surface 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 areas disturbed by the Grantor within the property of the Grantee 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 be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 15th day of October, 2002.

By: Taylor Properties, LLC
by Michael J. Full
Manager

WITNESSES:

[Signature]
Rosemary A. Gilmore

Bruce L. Gordon
Rosemary A. Gilmore

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **Michael Fuller**, whose name as **Managing Member of Taylor Properties, LLC**, an Alabama limited liability company, 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 the foregoing, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 15th day of October, 2002.

[SEAL]

Melissa Williams
NOTARY PUBLIC
My Commission Expires: 6-8-2004