

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 water mains, 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 as described in deed book 30 page 129, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

DESCRIPTION:

AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A PUBLIC WATER LINE, SAID EASEMENT BEING SITUATED IN LOTS 1 AND 3, ACCORDING TO EAGLE POINT 19TH SECTOR, AS RECORDED IN MAP BOOK 30, PAGE 129, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SECTION 8, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN N00°14'53"W ALONG THE WEST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION AND ALONG THE EAST LINE OF SAID LOT 3 FOR 654.92 FT.; THENCE RUN N89°27'03"E FOR 409.07 FT. TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 280, SAID POINT BEING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3,014.79 FT.; THENCE RUN ALONG SAID CURVE AND SAID RIGHT OF WAY LINE A CHORD BEARING OF N16°11'04"E FOR 43.34 FT. TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 30.00 FT. WIDE EASEMENT; THENCE RUN N04°03'55"W FOR 159.29 FT.; THENCE RUN N35°55'32"W FOR 53.12 FT.; THENCE RUN N58°43'43"W FOR 185.11 FT. TO THE END POINT OF SAID 30.0 FT. WIDE EASEMENT CENTERLINE (THE

SOUTHERLY ONE HALF OF SAID 30.0 FT WIDE EASEMENT EXTENDING WESTERLY FOR 25.00 FT.) AND THE POINT OF BEGINNING OF THE CENTERLINE OF A 50.00 FT. WIDE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FT.; THENCE RUN ALONG SAID CURVE AND SAID EASEMENT CENTERLINE A CHORD BEARING OF N13°03'11"E FOR 114.61 FT. TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN N08°50'08"W FOR 336.93 FT. TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 350.00 FT.; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF N19°07'54"W FOR 125.79 FT, TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN N29°25'39"W ALONG SAID TANGENT AND SAID CENTERLINE FOR 38.71 FT. TO THE END POINT OF SAID EASEMENT CENTERLINE.

BOTH SIDES OF SAID EASEMENT TO EXTEND FROM THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 280 TO THE NORTHWEST LINE OF SAID LOT 1.

The Grantee shall have an exclusive and 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 be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on the 17th day of APRIL, 2003 for Lot 1 and
on the APRIL 17 day of APRIL, 2003 for Lot 3

By: [Signature]
Owner Lot 3
Gary F. Birchfield

By: [Signature]
Owner Lot 1
Frank P. Cagle

WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]