

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 (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 more particularly described as follows:

An easement for ingress and egress and the installation and maintenance of water, electrical and other associated utility lines situated in the Southwest Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Northeast corner of said Quarter-Quarter Section; thence Westerly along the North line of said Quarter-Quarter Section for a distance of 187.81 feet to the Point of Beginning of a 30 foot wide easement, lying 15 feet on each side of and parallel to the following described line; thence deflect 115 degrees 44 minutes 30 seconds to the right and run in a Northeasterly direction a distance of 132.76 feet to a point; thence deflect 04 degrees 04 minutes 05 seconds to the right and run in a Northeasterly direction a distance of 199.64 to a point; thence deflect 06 degrees 23 minutes 19 seconds to the right and run in a Northeasterly direction a distance of 72.75 feet to a point; thence deflect 11 degrees 37 minutes 15 seconds to the right and run in a Northeasterly direction a distance of 65.42 feet to a point; thence deflect 12 degrees 35 minutes 05 seconds to the right and run in a Northeasterly direction a distance of 74.61 feet to a point; thence deflect 11 degrees 44 minutes 11 seconds to the right and run in a Northeasterly direction a distance of 66.32 feet to a point; thence deflect 10 degrees 05 minutes 47 seconds to the right and run in an Easterly direction a distance of 75.10 feet to a point; thence deflect 05 degrees 00 minutes

41 seconds to the right and run in an Easterly direction a distance of 105.30 feet to the Point of Ending; said parcel containing 0.55 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 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 30th day of July, 2004.

By: J. T. Stephens

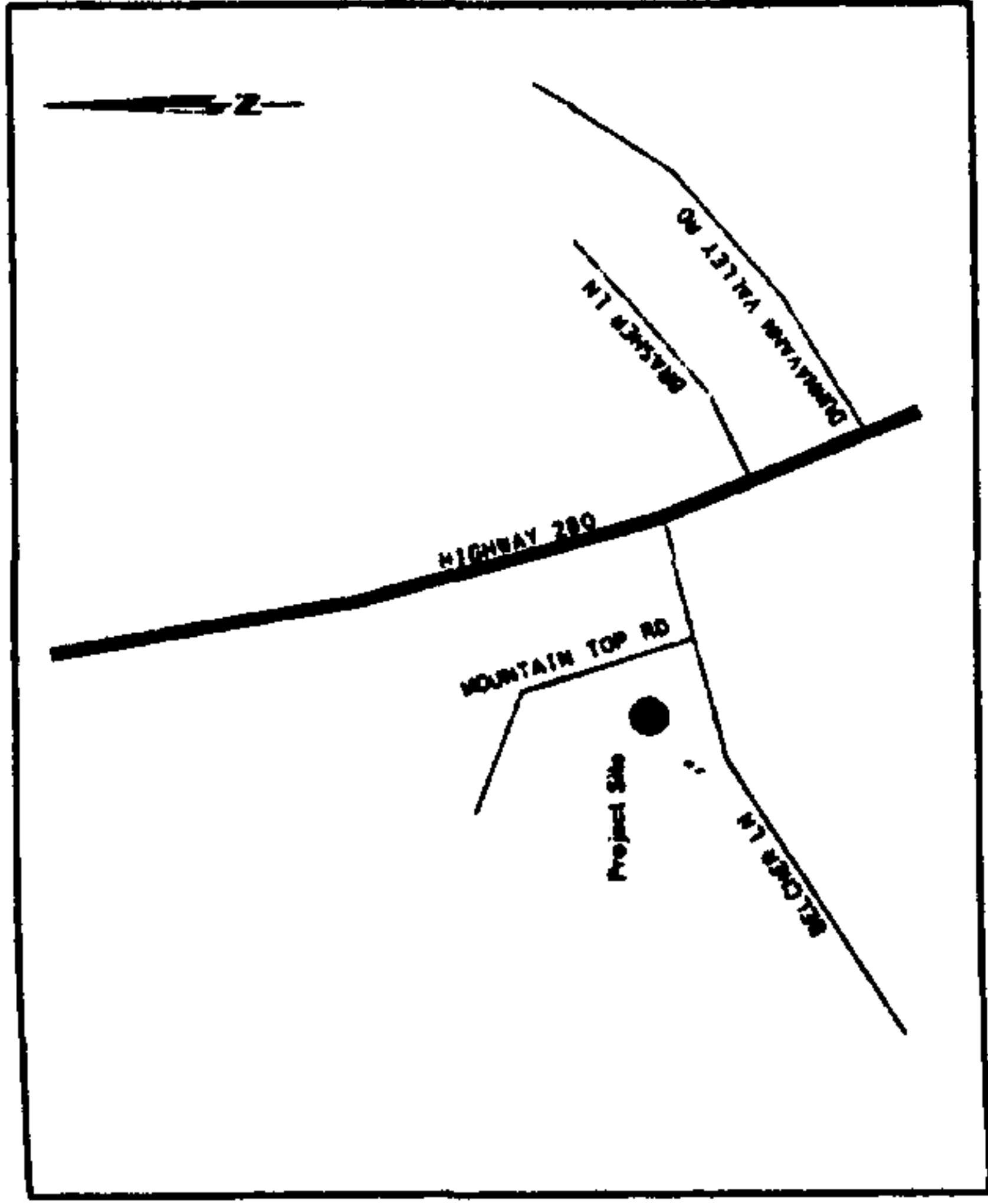
WITNESSES:

Sandra Bullock

Brooke Knapp

J. T. Stephens

President



LEGEND

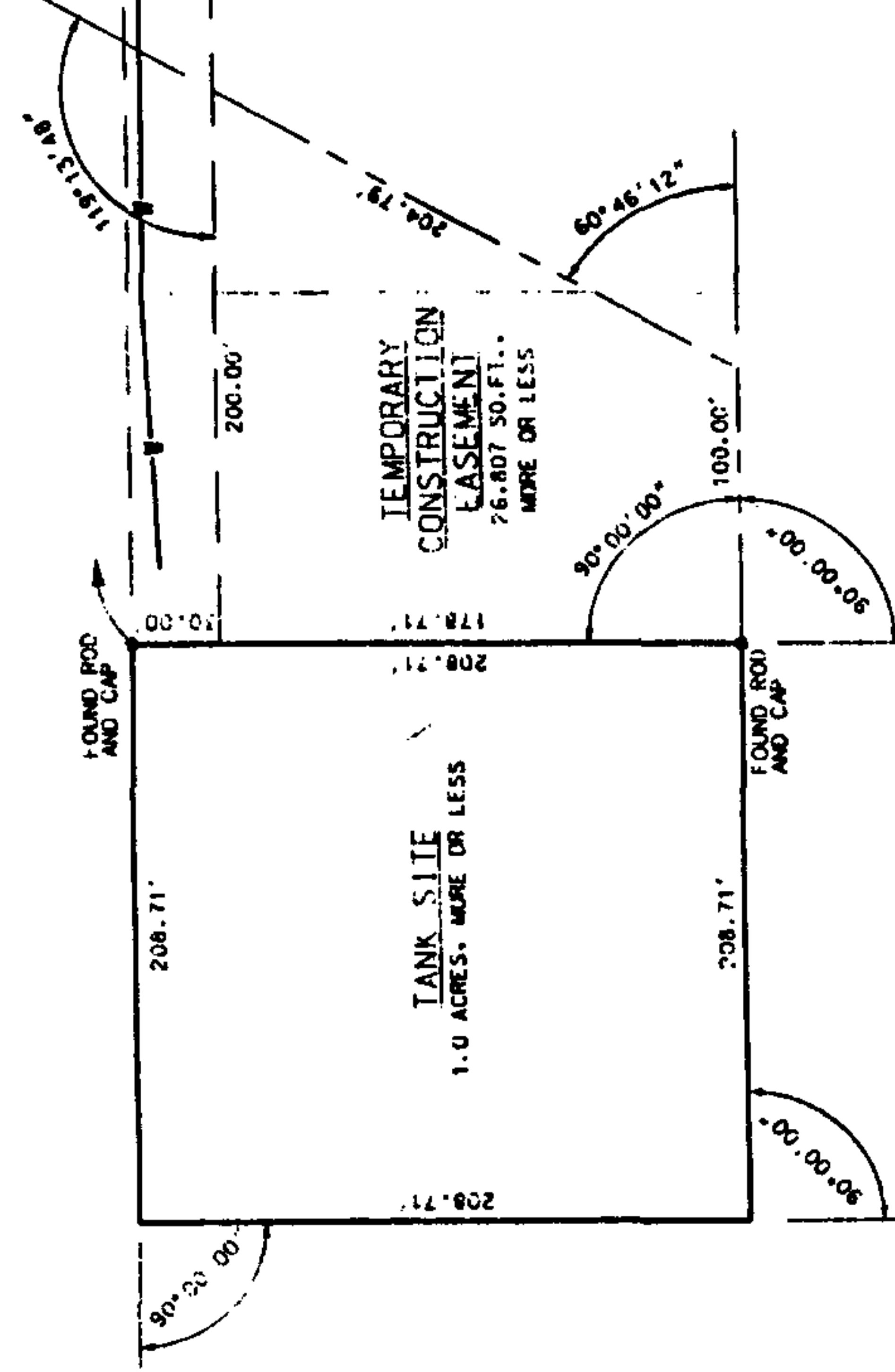
- PROPOSED WATER LINE
- EXISTING OVERHEAD POWER LINE
- 24" OAK TREE
- EXISTING POWER POLE

LEGAL DESCRIPTION:

An easement for ingress and egress and the installation and maintenance of water, electrical and other associated utility lines situated in the Southwest Quarter of the Southeast Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found locally supposed to be the Northeast corner of said Quarter-Quarter Section; thence Westerly along the North line of said Quarter-Quarter Section for a distance of 187.81 feet to the Point of Beginning of a 24-foot wide easement, thence 44 meters 30 centimeters to the right and run in a Northerly direction a distance of 132.76 feet to a point; thence defunct 04 degrees 04 minutes 05 seconds to the right and run in a Northerly direction a distance of 199.64 to a point; thence defunct 06 degrees 23 minutes 19 seconds to the right and run in a Northerly direction a distance of 122.75 feet to a point; thence defunct 10 degrees 05 minutes 47 seconds to the right and run in a Northerly direction a distance of 66.32 feet to a point; thence defunct 11 degrees 44 minutes 11 seconds to the right and run in a Northerly direction a distance of 66.32 feet to a point; thence defunct 10 degrees 05 minutes 47 seconds to the right and run in a Northerly direction a distance of 103.30 feet to the Point of Beginning; said parcel containing 0.55 acres, more or less.

EXISTING PERMANENT EASEMENT FOR INGRESS AND EGRESS AND THE INSTALLATION OF WATER, ELECTRICAL AND OTHER ASSOCIATED LINES

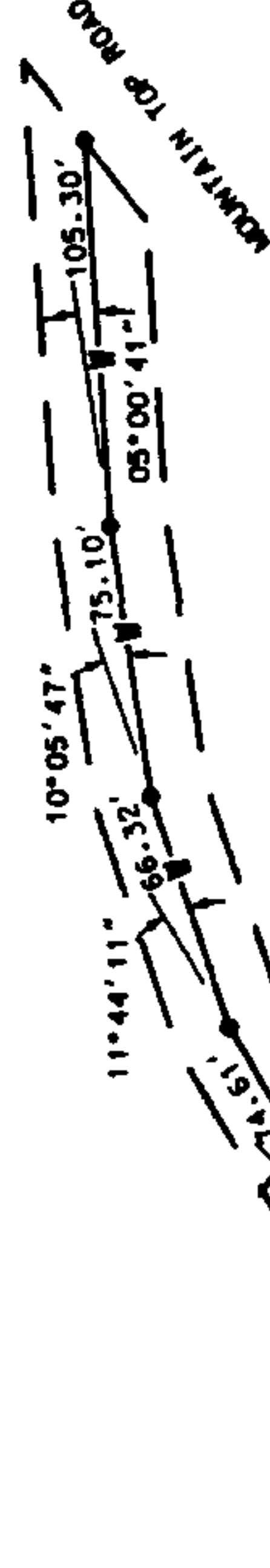


TANK SITE
1.0 ACRES, MORE OR LESS

TEMPORARY CONSTRUCTION EASEMENT
26.807 SQ. FT., MORE OR LESS



GRAPHIC SCALE - 1" = 50'



PROPOSED EASEMENT FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF WATER, ELECTRICAL AND OTHER ASSOCIATED LINES

LOCALLY ACCEPTED NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA

POB OF TANK SITE, EXISTING PERMANENT EASEMENT, PROPOSED EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

POB OF EASEMENT FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF WATER, ELECTRICAL AND OTHER ASSOCIATED UTILITY LINES

NOTES:

- 1) This survey is based upon deeds provided by client and survey performed by Prangon Engineering, Inc., in 1995 and at this time.
- 2) The traverse is an open traverse survey based on existing permanent. No closure was obtained.
- 3) Permanent markers have not been set at cornerline angle points due to proposed construction.
- 4) All parts of this map have been completed in accordance with the current requirements of the Standards for the Practice of Surveying in the State of Alabama.

P A R A G O N
ENGINEERING, INC.
SUITE 175
2300 HIGHWAY 280, WEST, SHELBY COUNTY, ALABAMA



EASEMENT FOR INGRESS AND EGRESS AND THE INSTALLATION AND MAINTENANCE OF WATER, ELECTRICAL AND OTHER ASSOCIATED UTILITY LINES EBSCO WATER TANK

REVIEW AND COMMENT	DATE	BY	FOR APPROVAL	FOR BID ONLY	FOR RELEASED FOR CONSTRUCTION	AS-BUILT
DATE	JUNE 22					
SCALE	1" = 50'					
PAGE						
PROJECT	EASEMENT, DC					
DATE	6-18-94					
QUANTITY	1.00					