

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)

^{KB}
\$500.00 KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, CHESSER PLANTATION, LLC, an Alabama limited liability company ("Grantor") does 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 is located within the boundaries of Grantor's Lot 57, Chesser Plantation Phase 1 – Sector 2, as recorded in Map Book 33, Page 121, in the Office of the Judge of Probate, Shelby County, Alabama, said strip being more particularly described as follows:

Begin at the Southwestern most corner of Lot 57 and run in a Southeasterly direction along the Southwestern lot line for a distance of 7.14 feet to the POINT OF BEGINNING of a centerline of a 10 foot wide easement lying 5 foot on each side and parallel to said centerline; thence deflect left 88 degrees 33 minutes 37 seconds and run in a Northeasterly direction for a distance of 100.25 feet to a point on the Northern most lot line and the end of said easement (the "Easement Property").

Grantee shall have the right and privilege of a perpetual use of said Easement Property 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 Easement Property and on the lands of Grantor adjacent to said Easement Property when deemed reasonably necessary for the avoidance of danger in and about said public use of said Easement Property.

Grantee shall have free access, ingress and egress to and from said Easement Property over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no permanent structures (excluding fences or temporary structures) within the Easement Property, nor 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 Easement Property or interfere with the right of the Grantee to enter

upon said Easement Property at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor for the purposes heretofore expressed. Any and all disturbed areas within said Easement Property and adjacent lands of Grantor 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 within said Easement Property but is not required to improve said Easement Property beyond its state and condition when disturbed, subject to grassing and grading as described herein. Grantor covenants that it has good and merchantable title to said Easement Property and a good right to convey this easement.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal on this the

2nd day of December, 2004.

CHESSER PLANTATION, LLC

By: The Crest at Greystone, Inc.
Its Manager and Member

By: William L. Thornton, III
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of The Crest at Greystone, Inc., an Alabama corporation, as the sole Member and Manager of CHESSER PLANTATION, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as the act of said Member and Manager of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 2nd day of December, 2004.

Jaia M. Bauman
Notary Public

AFFIX SEAL

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS