

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 the City of Chelsea, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the City of Chelsea (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 and being more particularly described as follows:

A 50 foot permanent easement situated in the SW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West; thence North 87 deg. 49 min. 35 sec. East a distance of 658.47 feet; thence south 02 deg. 10 min. 25 sec. East a distance of 297.50 feet to the Northerly right of way line of Chesser Crane Road (80 foot right of way), said point also being the point of beginning; thence South 42 deg. 46 min. 37 sec. East a distance of 64.63 feet; thence south 47 deg. 13 min. 23 sec. East a distance of 50.00 feet; thence North 42 deg. 46 min. 37 sec. West a distance of 64.54 feet to said right of way; thence North 47 deg. 07 min. 12 sec. East, and along said right of way, a distance of 50.00 feet to the point of beginning.

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.

Grantee shall have the right to place permanent soil fill within easement boundaries as required to accommodate utility construction. The fill area shall also include side slopes in those areas immediately adjacent to the easement boundary and the adjoining booster station site. Approximate limits of the fill slopes are shown on Exhibit A attached hereto.

The Grantor shall retain the right to place soil fill within the easement area up to the elevation of Chesser Crane Road and/or adjacent property. The Grantor shall also retain the right to place asphalt paving within the easement area for the purposes of providing parking for developments on adjacent lands owned by the Grantor.

For future maintenance, 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. In paved areas, Grantee shall repair asphalt damaged from utility maintenance.

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.



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Shelby Cnty Judge of Probate, AL  
04/27/2005 09:36:14AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and  
seals, all on this 4<sup>th</sup> day of February, 20 05.

By:

Sullivan Landmark LLC  
Richard L. Wade  
Pres.

WITNESSES:

Burt Sh...