

PERMANENT EASEMENT DEED

C17B

15-7-26-0-000-001.000

STATE OF ALABAMA)
SHELBY COUNTY)

Tim Boyne

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$ 2,200) 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 located within the property of the undersigned Grantors as described in Instrument No. 20060120000033690 , in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A 40 foot utility easement for a water line situated in the Northeast quarter of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama, Lying South of, parallel with and adjacent to a 100 foot Alabama Power Transmission Main right-of-way, Gaston-Bessemer, AX-14491 running Northwesterly and Southeasterly as recorded in Office of the Judge of Probate of Shelby County Alabama, with the centerline of said 40 foot easement being more particularly described as follows:

Commence at the Northeast corner of said Section 26; run thence in a Southerly direction along the East line of said section for a distance of 538 feet more or less to a point 20 feet South of and perpendicular to the South right of way line of the said Alabama Power Company Transmission Main right of way; thence turn an angle to the right of 98° +/- and run in a Northwesterly direction parallel to the South right of way line of the said Alabama Power Company right-of-way for a distance of 1,350 feet more or less to the point of beginning of the centerline of the 40 foot easement herein described; thence continue in a Northwesterly direction along the last described course parallel to the South line of said Alabama Power Company right of way 1350 feet more or less to the West line of said parcel and point of termination of the 40 foot easement herein described. Said easement contains 1.24 acres, more or less, and the approximate alignment and orientation is shown on the attached Exhibit A.

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.

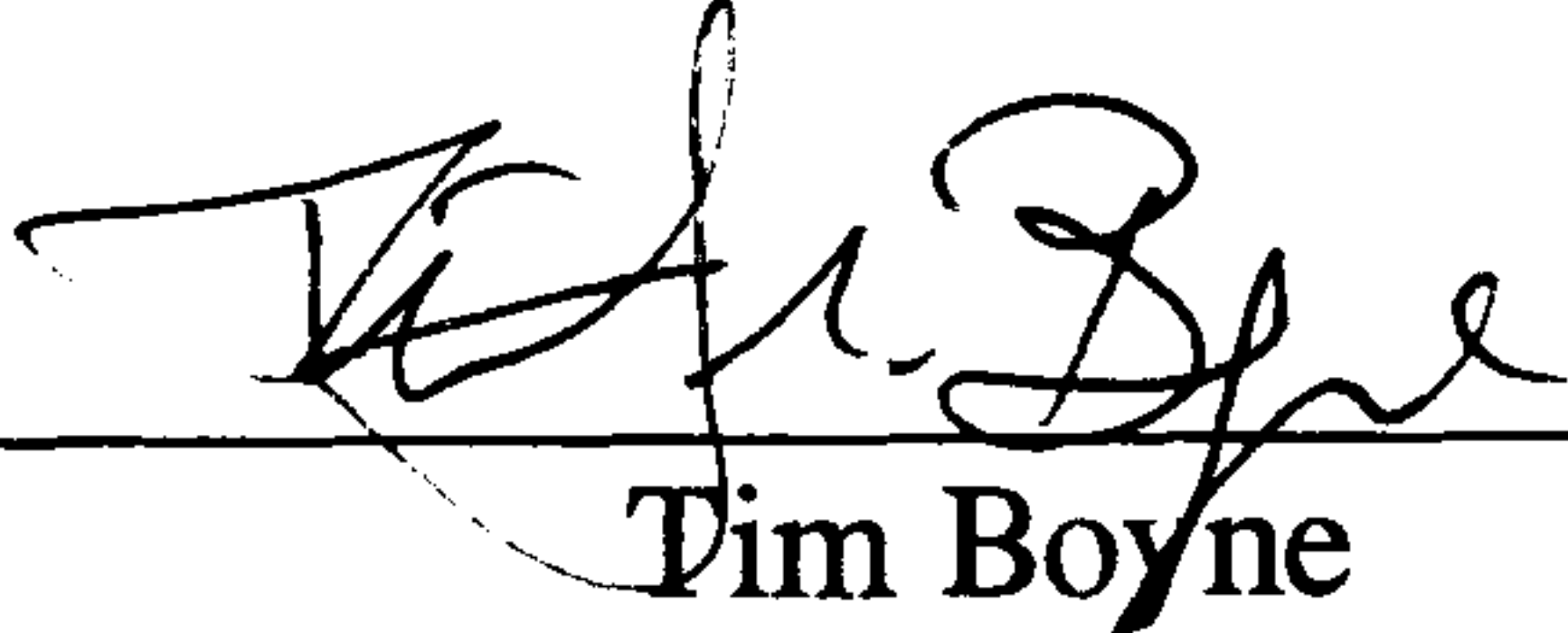
The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing 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 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 21st day of FEBRUARY, 2006.

By: 
Tim Boyne

By: _____

WITNESSES:



20060222000085170 4/5 \$.00
Shelby Cnty Judge of Probate, AL
02/22/2006 10:42:09AM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Tim Boyne, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, do executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 21 day of FEBRUARY, 2006.



Notary Public for the State of Alabama

My Commission Expires: 6-15-09

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, TIM BOYNE, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, do executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 21 day of FEBRUARY, 2006.

Notary Public for the State of Alabama

My Commission Expires: 6-15-09

LEGEND
PROPERTY LINE
PROPOSED EASEMENT
EXISTING APCO EASEMENT
APCO OVERHEAD POWER

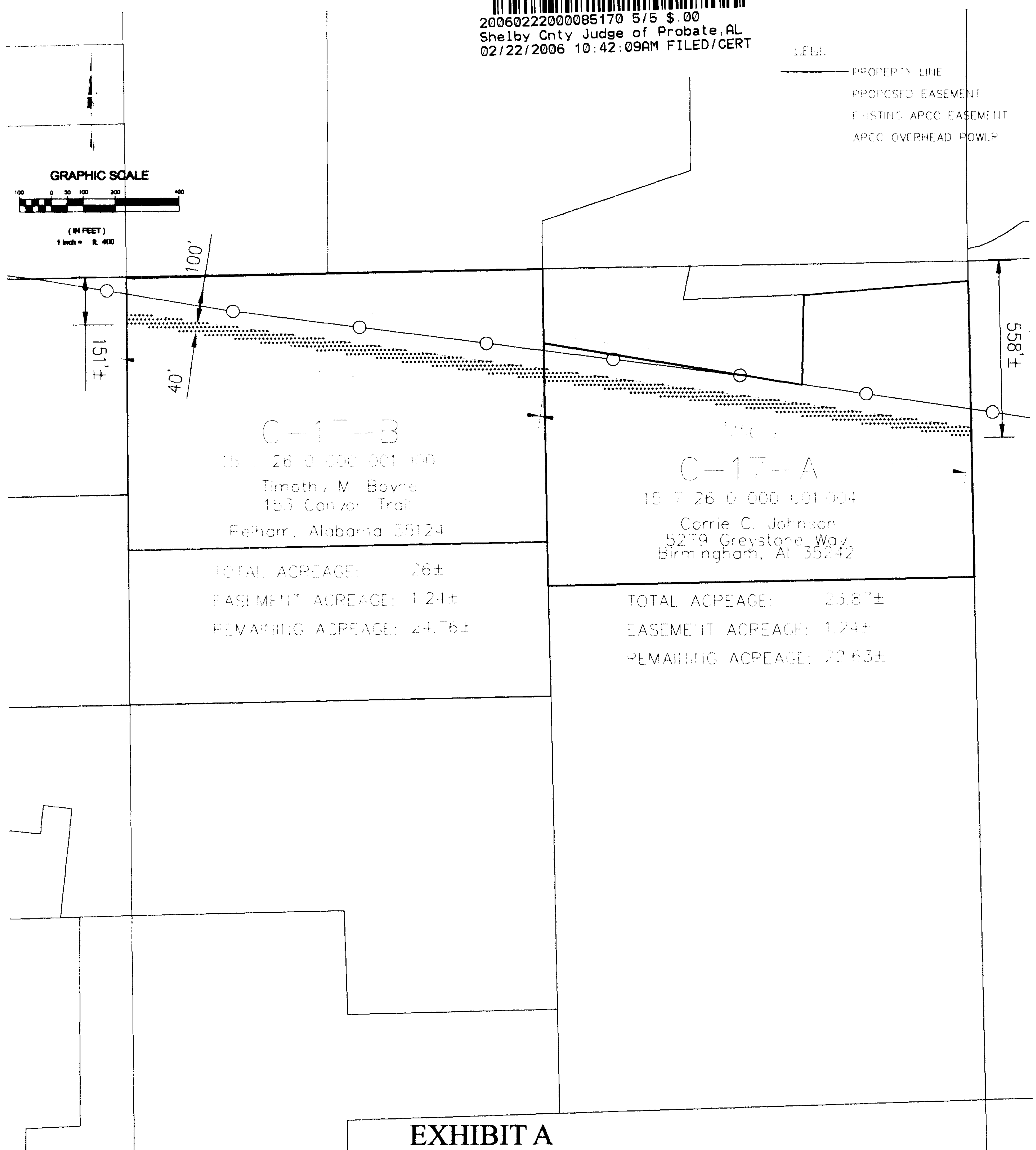
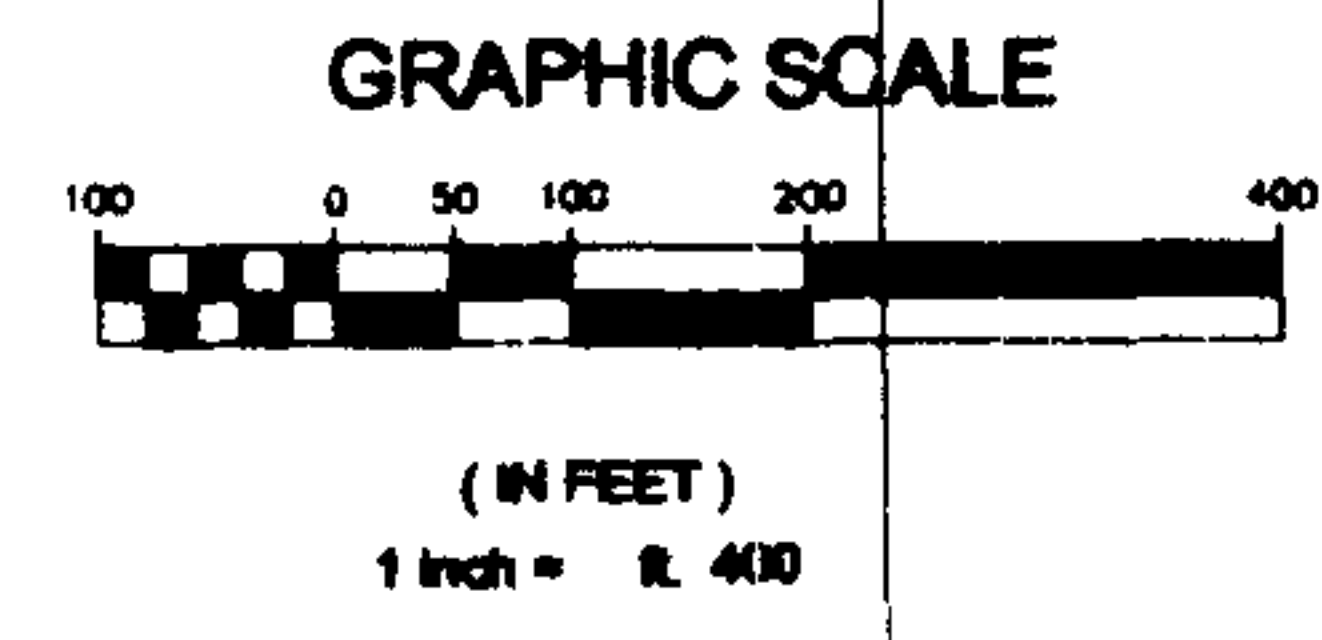


EXHIBIT A

PARCEL ID #: AS SHOWN
PARCEL OWNER:
TOTAL ACREAGE:
EASEMENT ACREAGE:
REMAINING ACREAGE:
NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TA- MAP DATA

SHELBY COUNTY
COMMISSION

SOUTH WATER PLANT
PROJECT

REF #: C-17-A & C-17-B
DRAWING 1 OF 1