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Shelby Cnty Judge of Probate,AL
03/10/2006 09:48:08AM FILED/CERT

PERMANENT EASEMENT DEED

D34

16-9-32-0-000-012.000

STATE OF ALABAMA)
SHELBY COUNTY)

Alan J. & Patricia Ø. D. Dreher

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ($ 2,112) 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 #20020531000257000 , 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 Southeast quarter of Section 32, Township 20 South, Range 1 East, Shelby County, Alabama, Lying West of, also parallel and adjacent to a 100 foot Alabama Power Company Transmission Main right-of-way, as recorded in the office of Judge of Probate of Shelby County, Alabama, The centerline of said 40 foot easement being more particularly described as follows:

Commence at the Southeast corner of the SW 1/4 of the SE 1/4 of said Section 32; thence run West along the South line of said 1/4-1/4 section to a point 20 feet +/- West of the West right of way line of the said 100 foot Alabama Power Company Transmission Main right-of-way, also said point being the point of beginning of the said 40 foot easement herein described; thence turn an angle to the right and run in a Northwesterly direction parallel to said 100 foot Alabama Power Company right of way a distance of 1300 feet more or less to the point of intersection with the North line of said parcel and point of termination of the 40 foot easement herein described. Said easement contains 1.19 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

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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 by a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 4th day of March, 2006.

By: _____

By: _____
Alan J. Dreher

By: _____
Patricia D. Dreher

WITNESSES:

_____ _____

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Alan J. Dreher, 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 4th day of March, 2006.

Notary Public for the State of Alabama
My Commission Expires: 6-15-09

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Patricia O. Dreher, 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 4th day of March, 2006.

Notary Public for the State of Alabama
My Commission Expires: 6-15-09

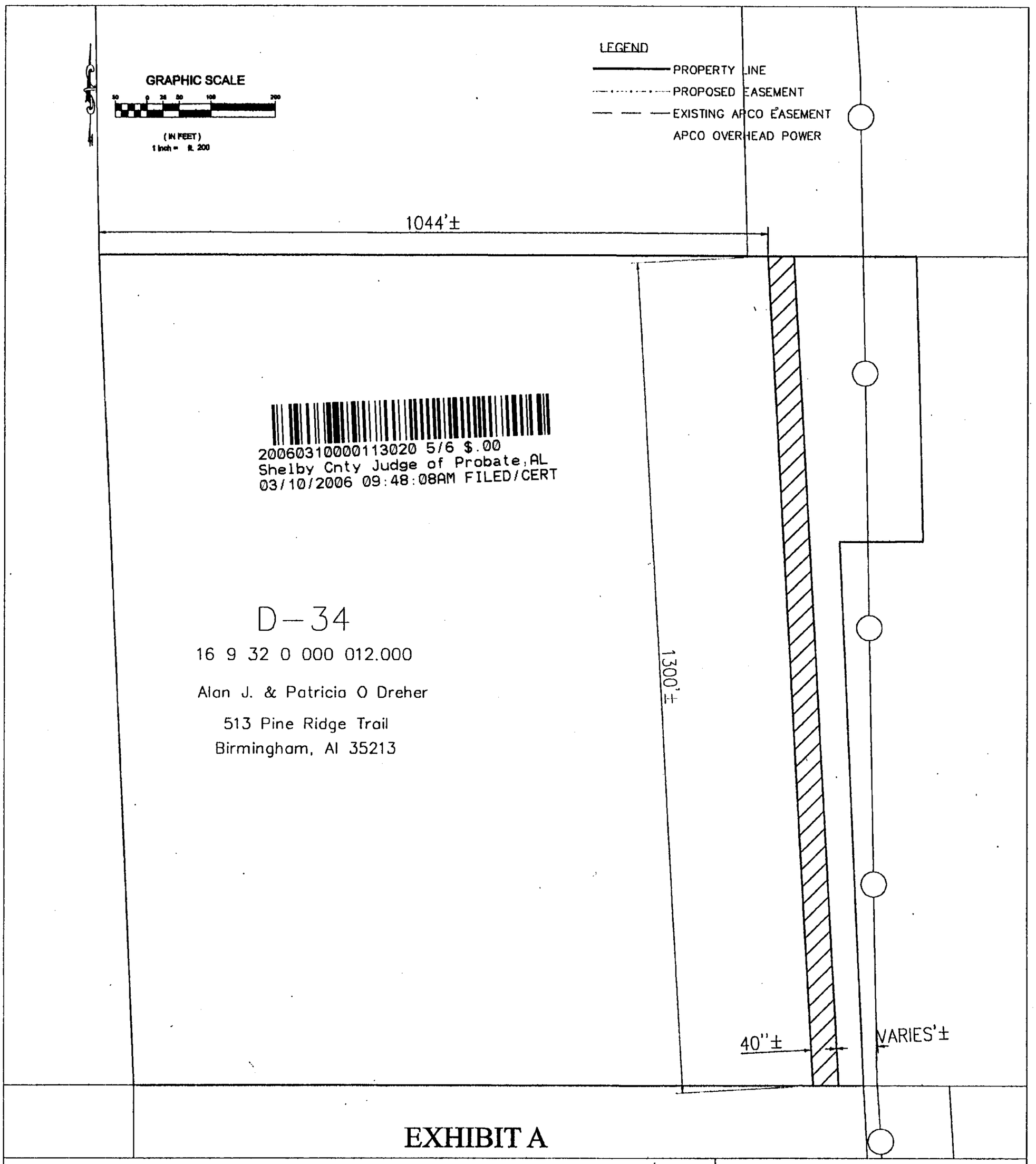

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EXHIBIT A

PARCEL ID #:	16 9 32 0 000 012.000
PARCEL OWNER:	Alan J. & Patricia O Dreher
TOTAL ACREAGE:	36.0±
EASEMENT ACREAGE:	1.19±
REMAINING ACREAGE:	34.81±

NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA.

SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: D-34

DRAWING 1 OF 1

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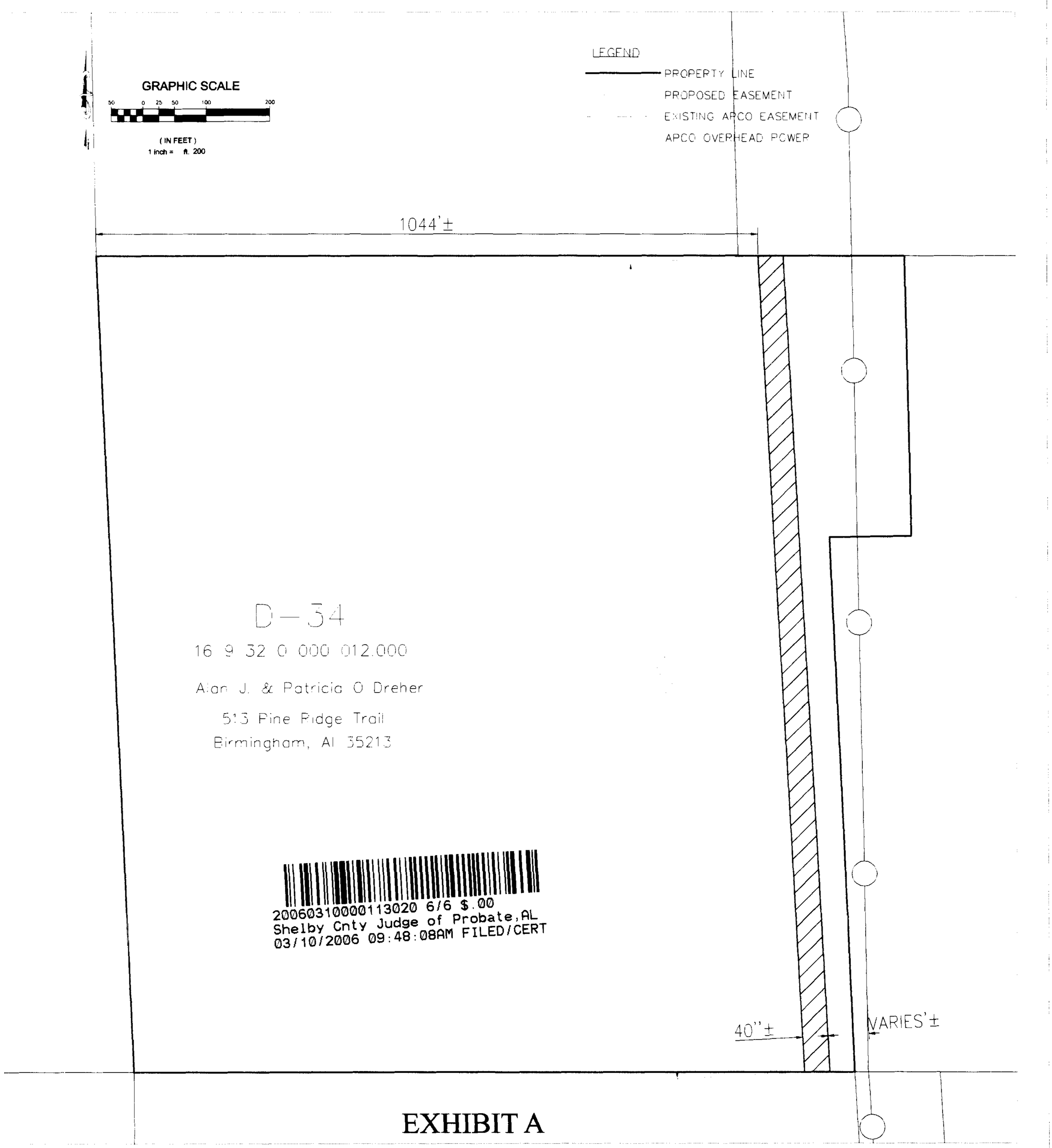

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SHELBY COUNTY COMMISSION

SOUTH WATER PLANT PROJECT

REF #: D-34
DRAWING 1 OF 1

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