

PERMANENT EASEMENT DEED

RWL2-RWL3

20-6-13-0-001-058.000

20-1-12-0-001-009.000

STATE OF ALABAMA)
SHELBY COUNTY)

Thurman E. & Millie B. Newman

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$31,259) (\$5,397 for land within easement boundary plus \$25,862 for the existing sod and soil replacement) 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 Deed Book 293 Page 82 , in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

Parcel #2

A 40 foot utility easement to be used for a water line situated in the Southwest quarter of the Southwest quarter of Section 12 and the Northwest quarter of Section 13, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at an axle found locally accepted to be the Northwest corner of said Section 13; thence run East along the North line of said Section 13 for a distance of 553.20 feet to a point; thence turn an angle to the left of 65 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 424.23 feet to the point of beginning, said point of beginning being on the Westerly boundary line of Mardis Ferry Road; thence turn an angle to the right of 116 degrees, 05 minutes, 19 seconds and run in a Southeasterly direction along said Westerly boundary for a distance of 841.56 feet to a point on a curve to the right, having a central angle of 42 degrees, 35 minutes, 02 seconds and a radius of 313.00 feet; thence run in a Southeasterly to Southerly direction along the arc of said curve and also along said Westerly boundary for a distance of 232.63 feet to a point; thence run tangent to last stated curve in a Southerly direction along said Westerly boundary for a distance of 1,088.75 feet to a point on a curve to the left, having a central angle of 40 degrees, 07 minutes, 09 seconds and a radius 575.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Westerly boundary for a distance of 402.62 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Westerly boundary for a distance of 198.95 feet to a 5/8 inch capped rebar;

thence turn an angle to the right of 94 degrees, 52 minutes, 38 seconds and run South 61 degrees, 02 minutes, 32 seconds West for a distance of 40.15 feet to a point; thence turn an angle to the right of 85 degrees, 07 minutes, 22 seconds and run in a Northwesterly direction for a distance of 195.54 feet to a point on a curve to the right, having a central angle of 40 degrees, 07 minutes, 09 seconds and a radius of 615.00 feet; thence run in a Northwesterly to Northerly direction along the arc of said curve for a distance of 430.63 feet to a point; thence run tangent to last stated curve in a Northerly direction for a distance of 1,088.75 feet to a point on a curve to the left, having a central angle of 42 degrees, 35 minutes, 02 seconds and a radius of 273.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 202.90 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 1,137.08 feet to a point on a curve to the left, having a central angle of 13 degrees, 14 minutes, 13 seconds and a radius of 1,075.92 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 248.57 feet to a point on the Northwest boundary line of Thurman E. Newman and Millie B. Newman's property; thence turn an angle from the tangent of last stated curve to the right of 90 degrees, 00 minutes, 00 seconds and run radial to last stated curve in a Northeasterly direction along said Northwest boundary line for a distance of 40.00 feet to a point on the Westerly boundary line of Mardis Ferry Road also being on a curve to the right, having a central angle of 13 degrees, 14 minutes, 13 seconds and a radius of 1,115.92 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Westerly boundary for a distance of 257.81 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Westerly boundary for a distance of 295.51 feet to the point of beginning; said 40 foot utility easement containing 3.040 acres, more or less.

May include a part or all of said easement described above.

Grantee agrees to cut and load onto Shelby County trucks at Grantees request, 9,075 square yards (approximately 182 pallets) of sod. Grantees shall have up to three weeks from date of request to coordinate the cutting and loading of the sod with County personnel. Grantee shall have 24 months from the date of this agreement to request sod.

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 by a benefit to the property of the undersigned.


IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 13th day of May, 2005.

By: Died February 2006
Thurman E Newman

By: Millie B. Newman
Millie B. Newman

WITNESSES:

STATE OF ALABAMA
COUNTY OF SHELBY


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Shelby Cnty Judge of Probate, AL
05/15/2006 09:09:21AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Thurman E. Newman, 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.

DIED: FEBRUARY, 2006

GIVEN under my hand and official seal of office this _____ day of _____, 2005.

Notary Public for the State of Alabama

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Millie B. Newman, 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 13TH day of May, 2005.



Notary Public for the State of Alabama

My Commission Expires: 6-15-09