

PERMANENT EASEMENT DEED

RWL1

20-6-13-0-001-058.001

STATE OF ALABAMA)  
SHELBY COUNTY)

Brian & April Newman

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ( \$7,287 ) ( \$1,258 for land within easement boundary plus \$6,029 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 Instrument No. 2001-23589, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

Parcel #3

A 40 foot utility easement to be used for a waterline situated in the South ½ of the Northwest quarter of Section 13, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2 inch open to iron found locally accepted to be the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 13; thence run North 87 degrees, 48 minutes, 09 seconds West for a distance of 124.41 feet to a 5/8 inch capped rebar; thence run North 12 degrees, 13 minutes, 01 seconds West for a distance of 311.70 feet to a 5/8 inch rebar; thence run North 61 degrees, 02 minutes, 32 seconds East for a distance of 487.24 feet to the point of beginning; thence continue along last stated course for a distance of 40.15 feet to a 5/8 inch capped rebar on the Westerly boundary of Old Lokey Road (Mardis Ferry Road); thence run South 33 degrees, 50 minutes, 06 seconds East along the Westerly boundary of said Old Lokey Road (Mardis Ferry Road) for a distance of 414.42 feet to a point; thence run South 32 degrees, 46 minutes, 32 seconds East along said Old Lokey Road (Mardis Ferry Road) and along the Westerly boundary of said Old Lokey Road (Mardis Ferry Road) for a distance of 126.73 feet to a point; thence run South 31 degrees, 20 minutes, 11 seconds East along the Westerly boundary of said Old Lokey Road (Mardis Ferry Road) for a distance of 95.37 feet to a point; thence run South 28 degrees, 16 minutes, 16 seconds East along the Westerly boundary of said Old Lokey Road (Mardis Ferry Road) for a distance of 65.28 feet to a 5/8 inch capped rebar at the intersection with the Westerly right-of-way boundary of said Old Lokey Road (Mardis Ferry



Road) and the South boundary of said quarter-quarter Section; thence turn an angle to the right of 11 degrees, 37 minutes, 57 seconds and run in a Southeasterly direction along the Westerly boundary of said Old Lokey Road (Mardis Ferry Road) for a distance of 78.09 feet; thence turn an angle to the right of 115 degrees, 04 minutes, 07 seconds and run in a Northwesterly direction for 48.49 feet; thence turn an angle to the right of 64 degrees, 55 minutes, 53 seconds and run in a Northwesterly direction for a distance of 72.52 feet; thence run North 28 degrees, 16 minutes, 16 seconds West for a distance of 40.67 feet to a point; thence run North 31 degrees, 20 minutes, 11 seconds West for a distance of 93.80 feet to a point; thence run North 32 degrees, 46 minutes, 32 seconds West for a distance of 125.86 feet to a point; thence run North 33 degrees, 50 minutes, 06 seconds West for a distance of 417.46 feet to the point of beginning; said easement containing 30,899 square feet, or 0.709 acres, more or less.

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

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 13<sup>th</sup> day of May, 2005.

By:   
Brian Newman


By:   
April Newman

WITNESSES:

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STATE OF ALABAMA  
COUNTY OF SHELBY

  
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Shelby Cnty Judge of Probate, AL  
05/15/2006 09:09:22AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Brian 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 13<sup>th</sup> day of May, 2005.

  
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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, April 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 13<sup>th</sup> day of May, 2005.

  
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Notary Public for the State of Alabama

My Commission Expires: 6-15-09