

PERMANENT EASEMENT DEED

B3

PID 15 5 21 0 000 012.000

STATE OF ALABAMA)
SHELBY COUNTY)

BOLIVAR CREEK LLC

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **(\$2.00)** cash in hand paid by Shelby County, and other considerations as shown in Exhibit B, 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. 2002-40897**, in the Office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A strip of land 40 feet in width which lies within the NW 1/4 of the SW 1/4 of Section 21, Township 20 South, Range 1 West, and situated in Shelby County, Alabama, being more particularly described as follows;

Lying South of, also parallel and adjacent to the South line of the Alabama Power Company Transmission Line Easement as recorded in the Office of the Judge of Probate of Shelby County, Alabama. Less and except any part of the above described 40 foot strip not lying within the above described parcel. The said 40 foot strip contains 0.001 acres more or less. with the approximate alignment and orientation 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 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 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 6TH day of JUNE, 2005 ~~2006~~.

By:


BOLIVAR CREEK LLC
Authorized Representative

By: _____

WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

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

Given under my hand and seal this the 6th day of JUNE, 2005

[Signature]
Notary Public for the State of Alabama
My commission expires 6-15-09

STATE OF ALABAMA
SHELBY COUNTY

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

Given under my hand and seal this the _____ day of _____, 2005

Notary Public for the State of Alabama
My commission expires _____



GRAPHIC SCALE



(IN FEET)
1 inch = 8.100

LEGEND

- PROPERTY LINE
- PROPOSED EASEMENT
- - - EXISTING APCO EASEMENT
- APCO OVERHEAD POWER

20060607000269700 4/5 \$.00
Shelby Cnty Judge of Probate, AL
06/07/2006 01:45:13PM FILED/CERT

B-3

15 5 21 0 000 012.000

STRONG, MICHAEL H

~~245 CO RD 74~~

CHELSEA, AL 35043

509 HWY 74

20'±

4'±

TRAILS END ROAD

EASEMENT AREA

100'
40'

EXHIBIT A

PARCEL ID #: 15 5 21 0 000 012.000
PARCEL OWNER: STRONG, MICHAEL H
TOTAL ACREAGE: 2.3±
EASEMENT ACREAGE: 0.001±
REMAINING ACREAGE: 2.299±

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

SHELBY COUNTY
COMMISSION

SOUTH WATER PLANT
PROJECT

REF #: B-3
DRAWING 1 OF 1

EXHIBIT B

As additional consideration for Grantor's execution of PERMANENT EASEMENT DEEDS to Grantee for parcels B3 (PID 15 5 21 0 000 012.000), B4 (PID 15 5 21 0 000 011.000), B5 (PID 15 4 20 0 000 006.000), B6 (PID 15 4 20 0 000 005.000) and B6A (PID 15 4 20 0 000 001.00), (collectively herein, parcels B3, B4, B5, B6 and B6A are referred to as "Grantor's Property), the following shall apply

1. Grantee, its successor's or assigns, shall install, at the expense of Grantee, its successor's or assigns, two (2), twelve inch (12") water main stub outs (the Stub Outs) from the water mains installed by Grantee pursuant to the Permanent Easement Deeds at locations on Grantor's property as directed by Grantor, its successors or assigns. Locations of Sub Outs are to be determined prior to water main construction. Location shall be in the most practical locations relative to development plans and the County's need to maintain access for operation and maintenance.
2. Grantor reserves unto itself and to its successors and assigns, at the time the water mains and Stub Outs have been installed pursuant to the Permanent Easement Deeds and this Exhibit B, water service (the Service) to three hundred fifty plus (350 plus) residential lots to be located on Grantor's property. This reservation is in perpetuity and shall run with the land which is Grantor's Property. Grantee agrees to provide the Service at the normal rates existing at the time the Service is provided.
3. Grantor reserves unto itself and to its successors and assigns the right to install roadways or driveways on the easements granted in the Permanent Easement Deeds so long as such do not interfere with the operation of the water mains or its appurtenances. Grantors, it successors and assigns shall pay all costs to repair any such roadways or driveways in conjunction with any installation or maintenance of the water mains or appurtenances.