

\$1000.00 P.H.

PERMANENT EASEMENT DEED



20060616000287100 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/16/2006 08:14:09AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That James L. Deupree, the undersigned (Grantors), does hereby grant, bargain, and convey unto Stephen Powers (Grantee), 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 a water service line to serve his house at 80 Joy Drive, Westover, Alabama, 35147. Said strip of land being located within the property of the undersigned Grantor known as Lot 18, Chelsea Square Subdivision and being more particularly described as follows:

The south ten (10) feet of Lot 18, Chelsea Square Subdivision

The Grantee shall have the right and privilege of a perpetual use of said lands for such 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 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 water service line 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 the water service line.

THE JUDGE 2006 P. 05/05
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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.

Grantor covenants that he has 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 15th day of June, 2006.

By: James L. Deupree, President
Skip Deupree & Co., Inc.



STATE OF ALABAMA
COUNTY OF TALLADEGA

I, the undersigned, a Notary Public in and for said County, in said State, Hereby Certify that James L. Deupree, whose name is signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, executed the same voluntarily on the day that the same bears date.

Given under my hand and official seal this 15th day of June, 2006.

Karen H. Spivey
Notary Public—print name
My Commission expires 8/19/06

Shelby County, AL 06/16/2006
State of Alabama
Deed Tax: \$1.00

KAREN H. SPIVEY
NOTARY PUBLIC
MY COMMISSION EXPIRES:
AUGUST 19, 2006