

20060627000307460 1/5 \$.00
Shelby Cnty Judge of Probate, AL
06/27/2006 10:45:42AM FILED/CERT

PERMANENT EASEMENT DEED

D22 Lot 2

20-2-04-0-000-018.004

WASHINGTON
STATE OF ALABAMA
SHELBY COUNTY)
KING

John Anthony & Bonnie Jean Raffo

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$ 773) 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 #20050728000379700 and Lot 2, Donna Robinson Subdivision, Recorded in Map Book 34 Page 150 , 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 Section 4, Township 21 South, Range 1 East, Shelby County, Alabama, Lying North of, also parallel and adjacent to Alabama Highway No. 25 right-of-way, The centerline of said 40 foot easement being more particularly described as follows:

Commence at the Southeast corner of said Section 4; thence run North along the East line of said Section crossing Alabama Highway No. 25 with a 66 foot right-of-way per Mr. Gary Ray (Alabama Department of Transportations, District Engineer), for a distance of 45 feet more or less to a point lying 20 feet North of the said North right of way of Alabama Highway No. 25; thence turn an angle to the left and run in a Westerly direction parallel to the said North line of Alabama Highway No. 25 right-of-way for a distance of 2,130 feet more or less, to the point of beginning of the center line of said 40 foot easement herein described said centerline lying 20 feet North of also parallel with the North line of said Alabama Highway No. 25 right-of-way; thence continue in a Westerly direction 495 feet more or less to a point on the West line of the above described parcel and point of termination of the 40 foot easement herein described. Said easement contains 0.45 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 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.

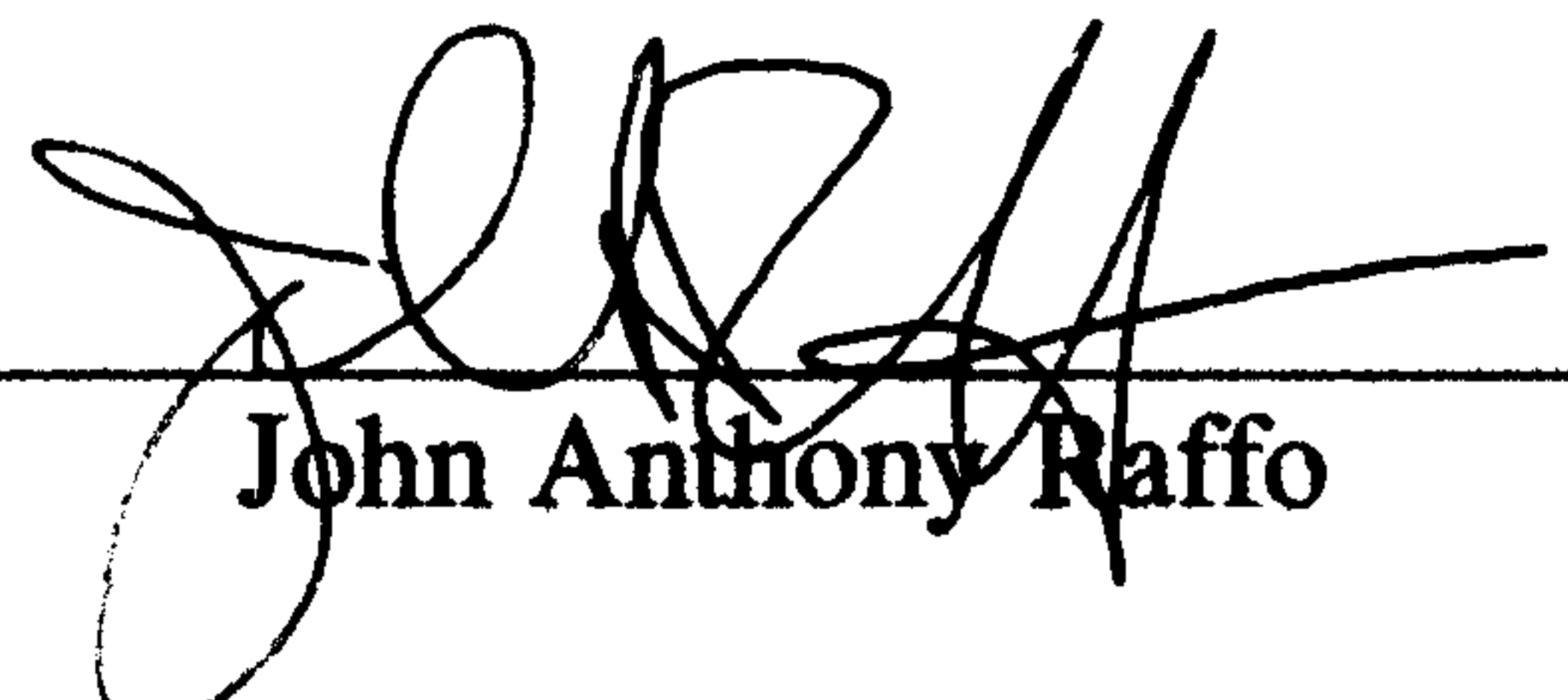
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable 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 be a benefit to the property of the undersigned.



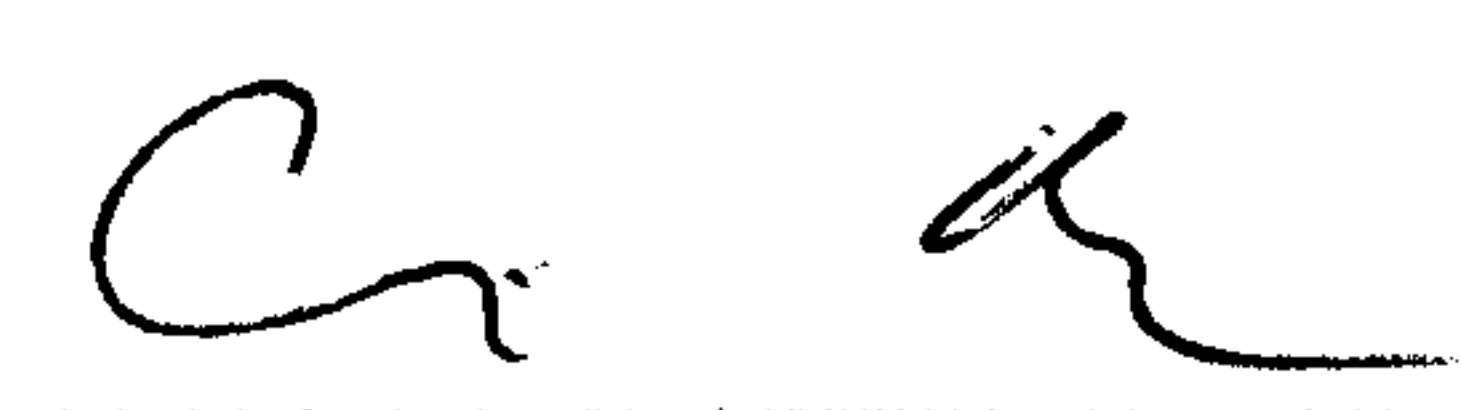
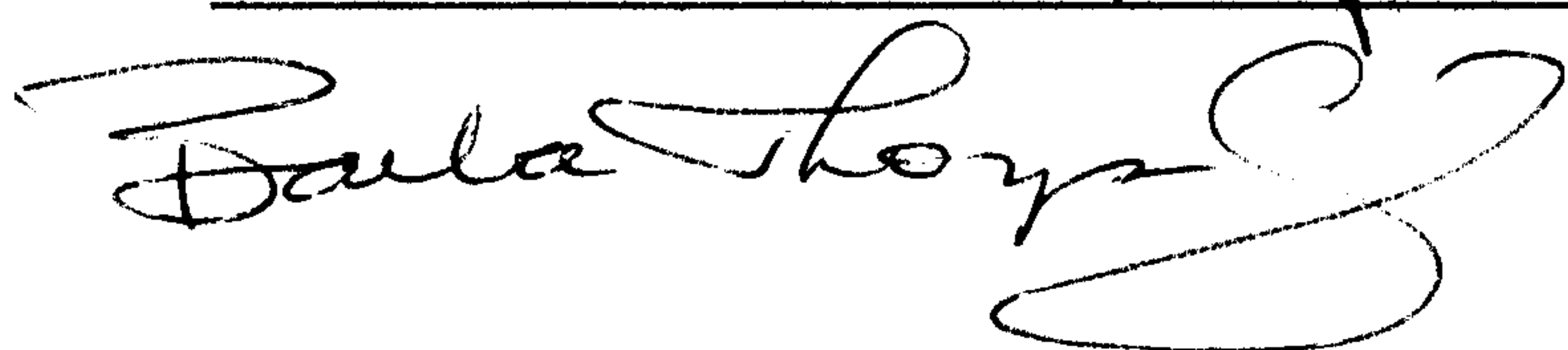
20060627000307460 3/5 \$.00
Shelby Cnty Judge of Probate, AL
06/27/2006 10:45:42AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 16th day of JUNE, 2006.

By: 
John Anthony Raffo

By: 
Bonnie Jean Raffo

WITNESSES:

Barbara Thompson Grant 
 Chris Brown

STATE OF WASHINGTON

COUNTY OF King

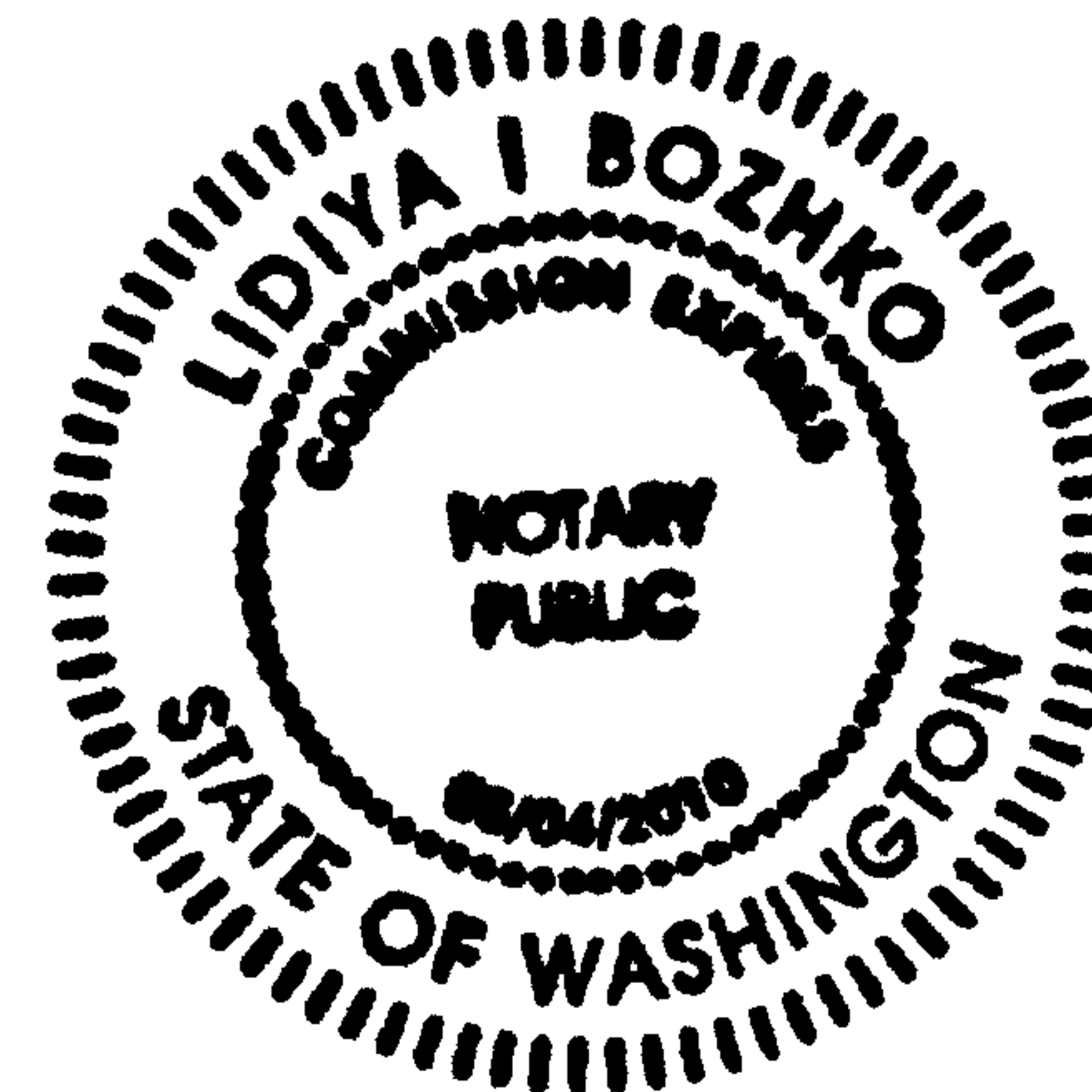
I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, John Anthony Raffo, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate,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

GIVEN under my hand and official seal of office this 16th day of JUNE, 2006.

LIDIYA I BOZHKO

Notary Public for the State of WASHINGTON

My Commission Expires: 05/04/2010



STATE OF WASHINGTON

COUNTY OF KING

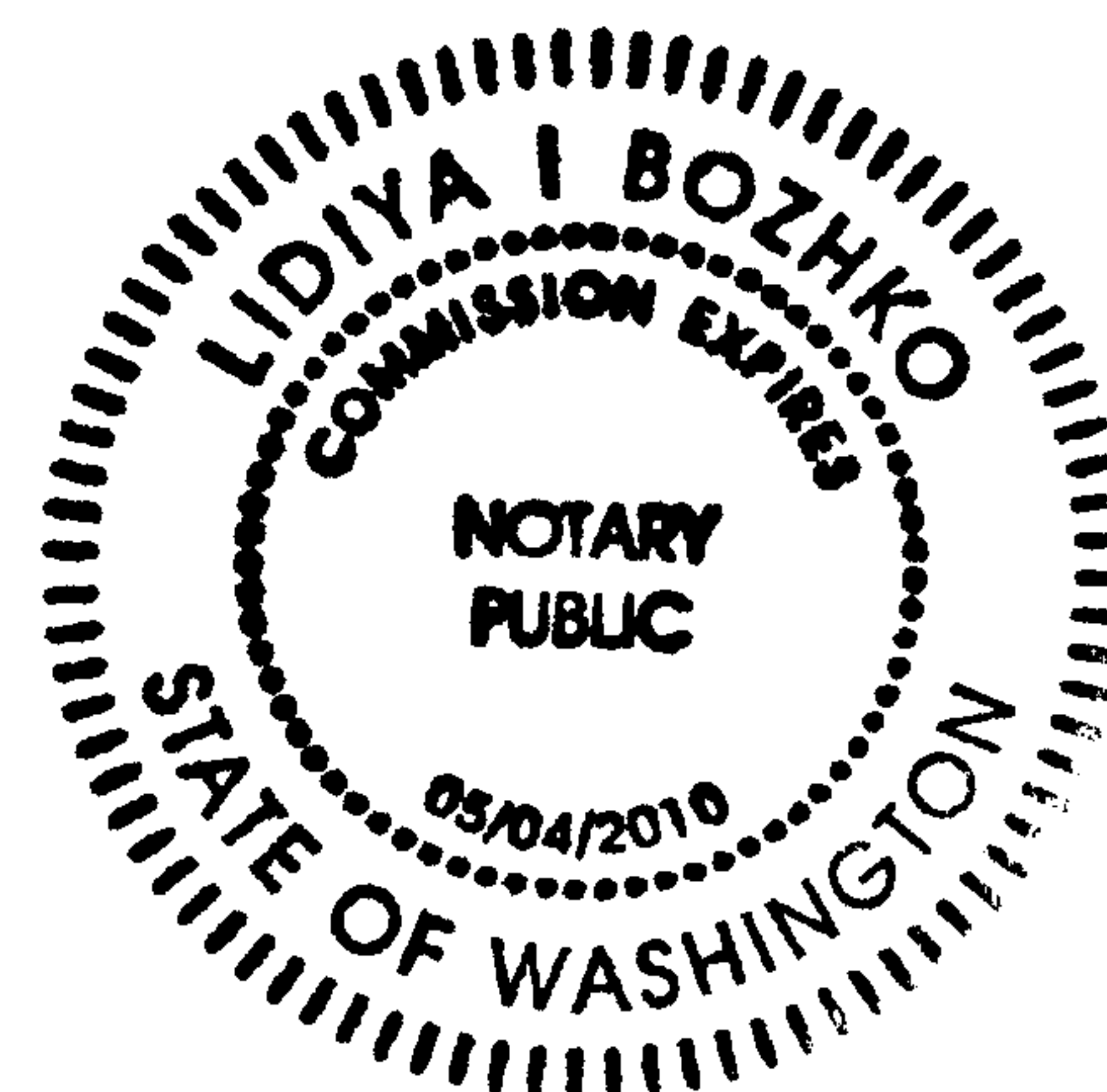
I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Bonnie Jean Raffo, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate,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

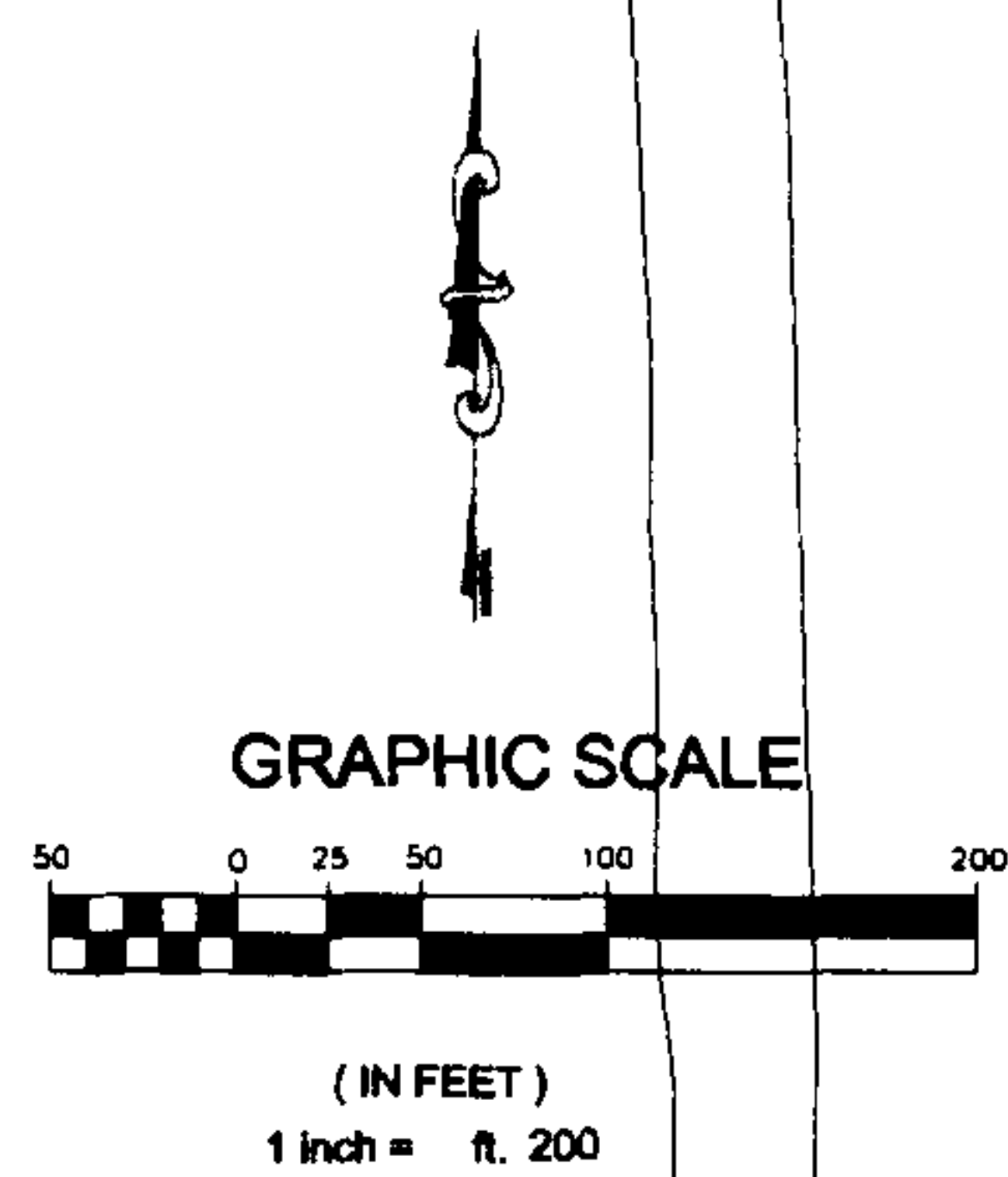
GIVEN under my hand and official seal of office this 16th day of JUNE, 2006.

LIDIYA I BOZHKO

Notary Public for the State of WASHINGTON

My Commission Expires: 05/04/2010





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

20060627000307460 5/5 \$.00
Shelby Cnty Judge of Probate, AL
06/27/2006 10:45:42AM FILED/CERT

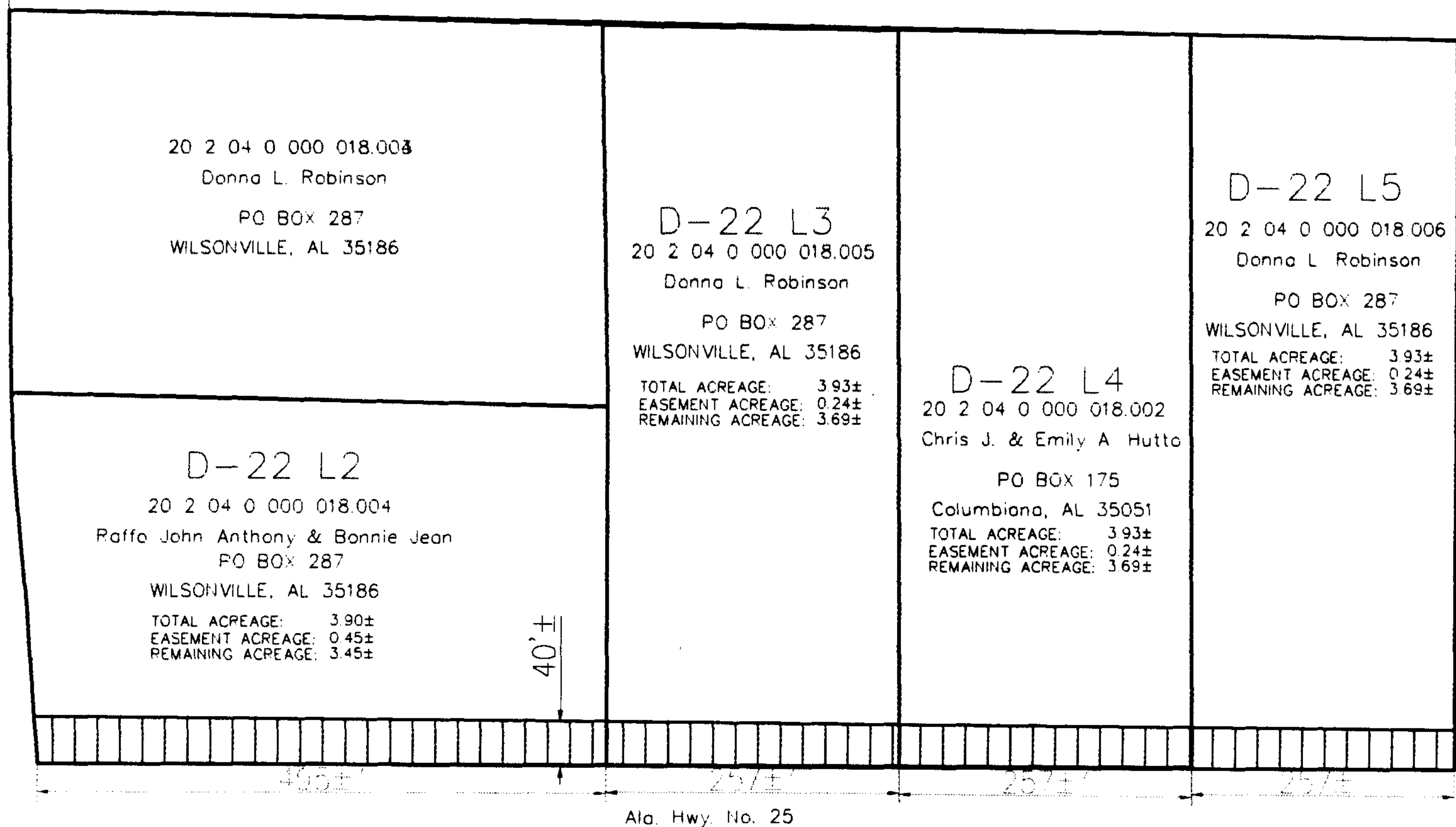


EXHIBIT A

PARCEL ID #: _____ AS SHOWN
PARCEL OWNER: _____
TOTAL ACREAGE: _____
EASEMENT ACREAGE: _____
REMAINING ACREAGE: _____

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

SHELBY COUNTY
COMMISSION

SOUTH WATER PLANT
PROJECT

REF #: **D-22-L 2, 3, 4 & 5**
DRAWING 1 OF 1