

PERMANENT EASEMENT DEED

B2

PID 15 5 21 0 000 013.000

STATE OF ALABAMA)
SHELBY COUNTY)

M. CLAY & DIANNE B. ALSPAUGH

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **(\$12,000.00)** 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. 1992-09904**, 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 NE 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. The said 40 Foot strip contains 1.24 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.

Wet-4

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.

Grantee agrees to make retail water service available for a single residential service connection to provide potable water to the Grantor's property referenced herein. Service shall be made available upon the completion and placing into full service of the portions of the proposed Shelby County South Water Distribution System to be constructed in the easement described herein. The service connection shall be made available as part of a flush assembly to be constructed near the intersection of Salster Branch and the proposed water main. The Grantee shall install a single 2" tap and extend a service line to a meter location to be determined by the Grantee during construction that will afford convenient access for the Grantee's meter reader. The Grantor shall provide a practical and convenient method of access acceptable to the Grantee suitable for use in driving a standard vehicle to said water meter and service connection for meter reading and other appropriate purposes of the Grantee. At the time water becomes available, the Grantor may request service by applying for service at the Shelby County Water Services billing office, entering into a standard Shelby County Water User's Agreement and paying all applicable fees and charges. The Grantor shall be solely responsible for extending a water service lateral from the meter location to the point of service.

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 be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 12 day of Oct, 2006

By: _____

M. CLAY ALSPAUGH

By: _____

DIANNE B. ALSPAUGH

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, M. Clay Alspaugh whose name is signed to the foregoing certificate as M. Clay Alspaugh, 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 12th day of October, 2006

Cynthia B. Alspaugh
Notary Public for the State of Alabama

My commission expires 2-11-07



20061030000534520 3/4 \$.00
Shelby Cnty Judge of Probate, AL
10/30/2006 03:20:29PM FILED/CERT

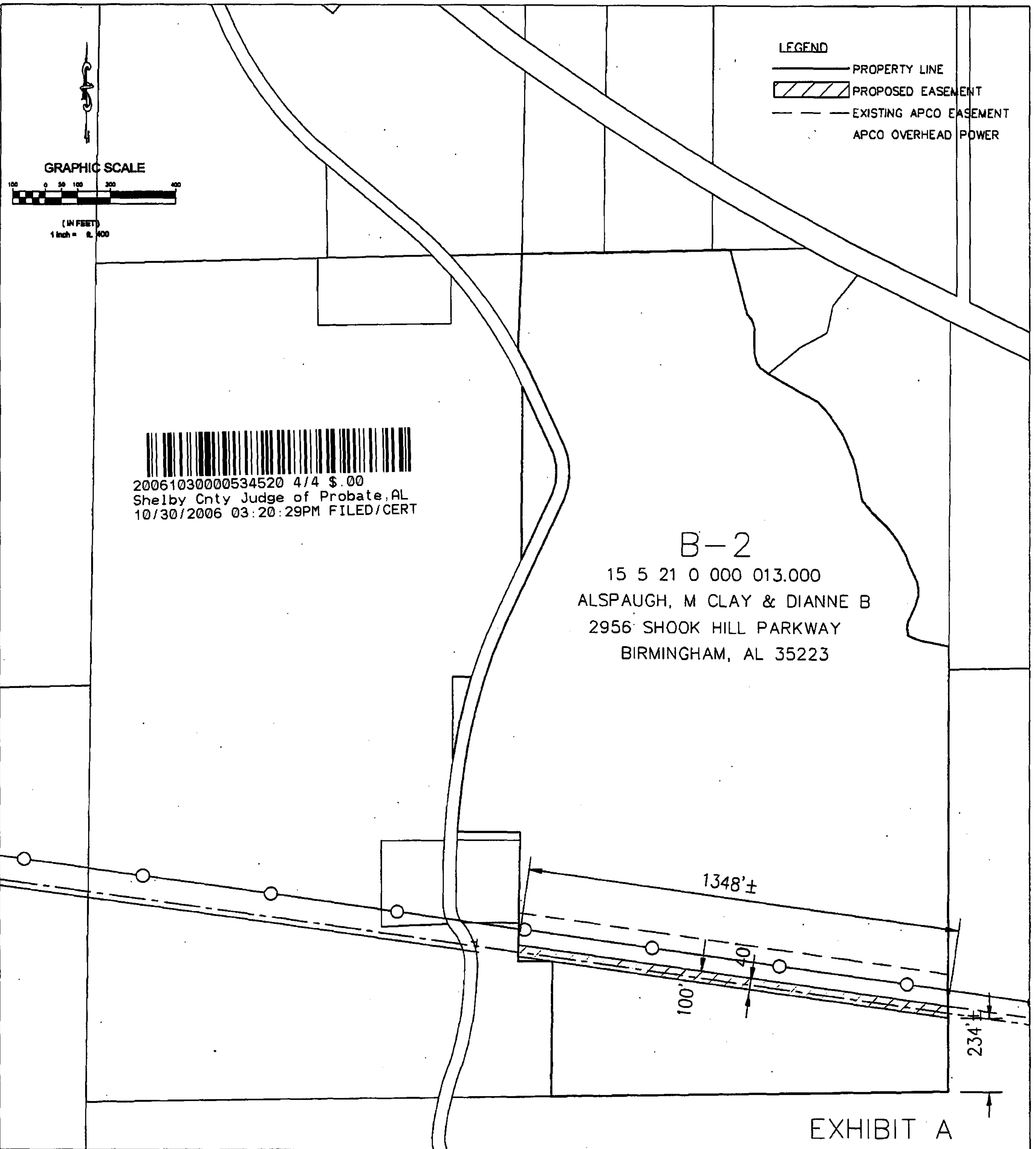
STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Dianne B. Alspaugh whose name is signed to the foregoing certificate as Dianne B. Alspaugh, 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 12th day of October, 2006

Cynthia B. Alspaugh
Notary Public for the State of Alabama

My commission expires 2-11-07



PARCEL ID #: 15 5 21 0 000 013.000
PARCEL OWNER: ALSPAUGH, M CLAY & DIANNE B
TOTAL ACREAGE: 70.0±
EASEMENT ACREAGE: 1.24±
REMAINING ACREAGE: 68.76±

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

**SHELBY COUNTY
COMMISSION**

**SOUTH WATER PLANT
PROJECT**

REF #: **B-2**
DRAWING 1 OF 1