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Shelby Cnty Judge of Probate, AL
03/09/2007 01:41:17PM FILED/CERT

PERMANENT EASEMENT DEED

C29

15-5-22-0-000-004.005

STATE OF ALABAMA)
SHELBY COUNTY)

David E. George & Bunnie M. George

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$ 6,400.00) 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 Book 367, Page 284, 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 the Southwest quarter of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, Lying South of, also parallel and adjacent to a 100 foot Alabama Power Company Transmission Main right-of-way, Gaston-Bessemer, AX-14491, as recorded in the office of Judge of Probate of Shelby County, Alabama, The centerline of said 40 foot easement being more particularly described as follows:

Commence at the Southeast corner of the SW1/4 of the SE 1/4 of said Section 22; thence run North along the East line of said 1/4-1/4 section 463 feet more or less, to a point 20 feet South of and perpendicular to the South right of way line of said Alabama Power Company right of way; thence turn an angle to the left of $74^{\circ} \pm$ and run in a Northwesterly direction parallel with the said Alabama Power Company right of way 1326 feet more or less, to the point of intersection with the East line of the said parcel and SW 1/4 of said section, also said point being the point of beginning of the centerline of the 40 foot easement herein described; thence continue along the last described course parallel with the Alabama Power Company right of way 505 feet more or less, to the point of intersection with the Southwest line of said parcel and Northeast right of way of Shelby County Road No. 69, also said point being the point of termination of the 40 foot easement herein described. Said easement contains 0.46 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 by a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 26th day of February, 2007.

David E. George
David E. George

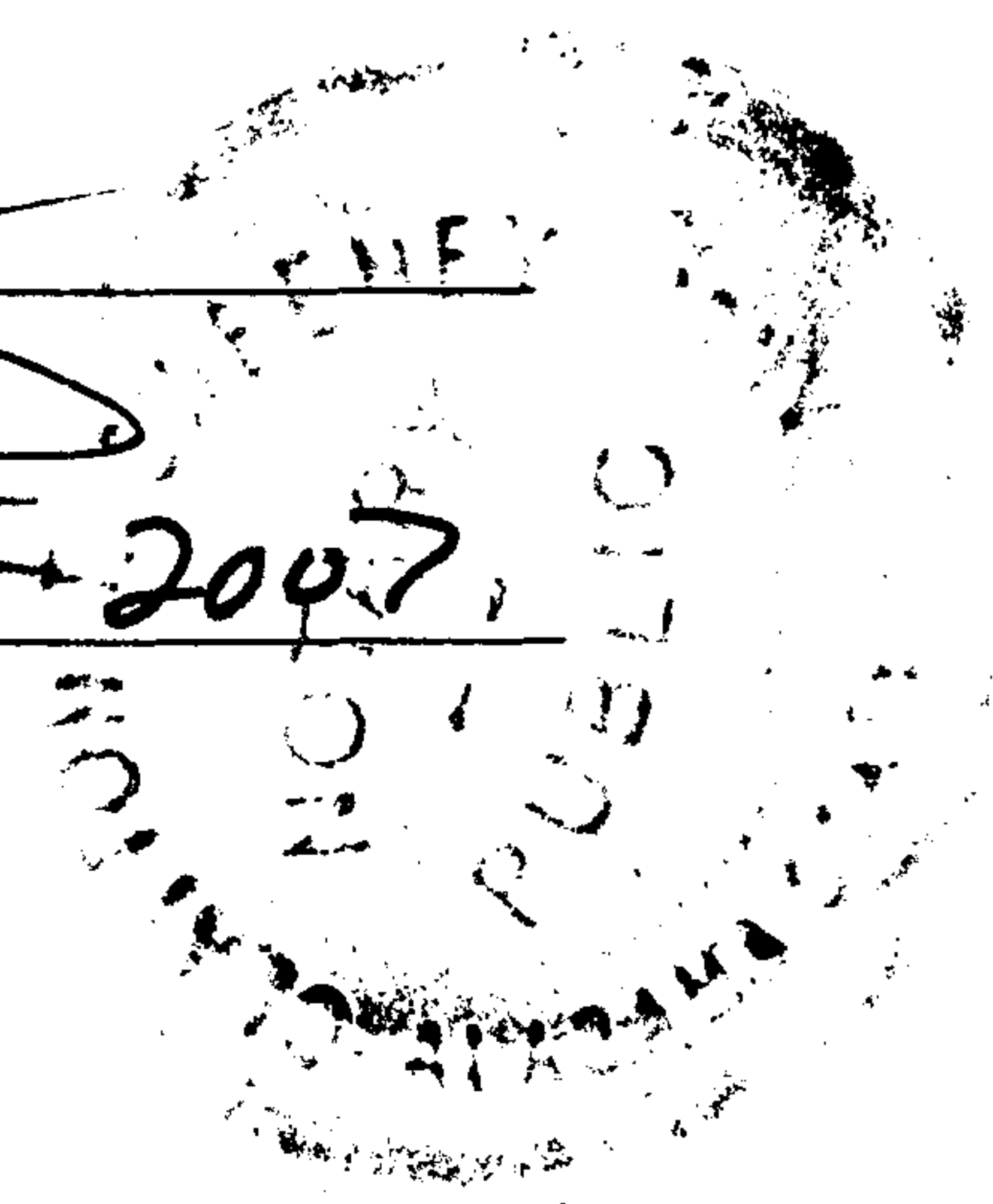
Bunnie M. George
Bunnie M. George

STATE OF ALABAMA
Jefferson
~~SHELBY~~ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David E. George, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of February, 2007.

[Signature]
Notary Public
My Commission Expires: 6-5-2007

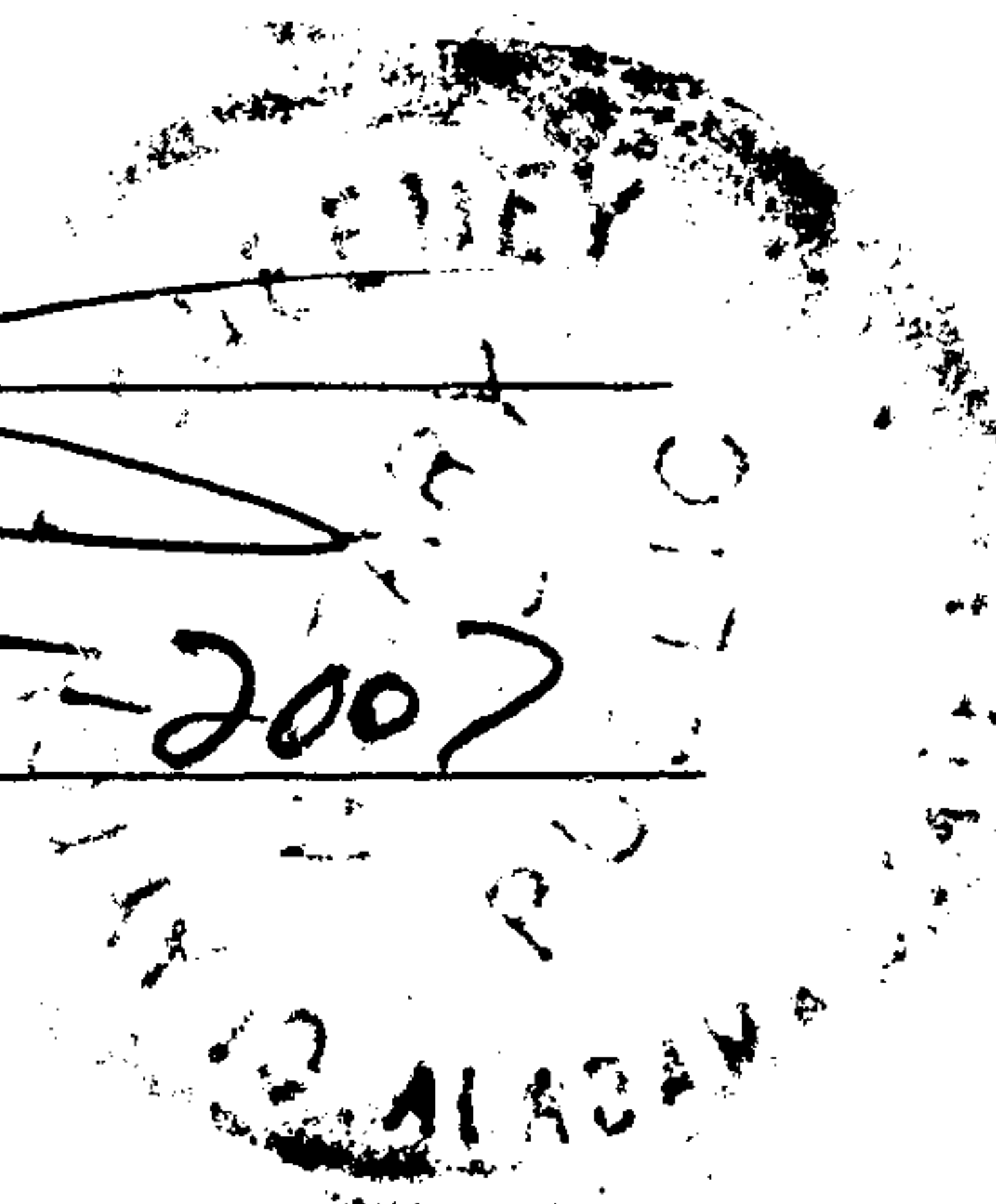


STATE OF ALABAMA
Jefferson
~~SHELBY~~ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bunnie M. George, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

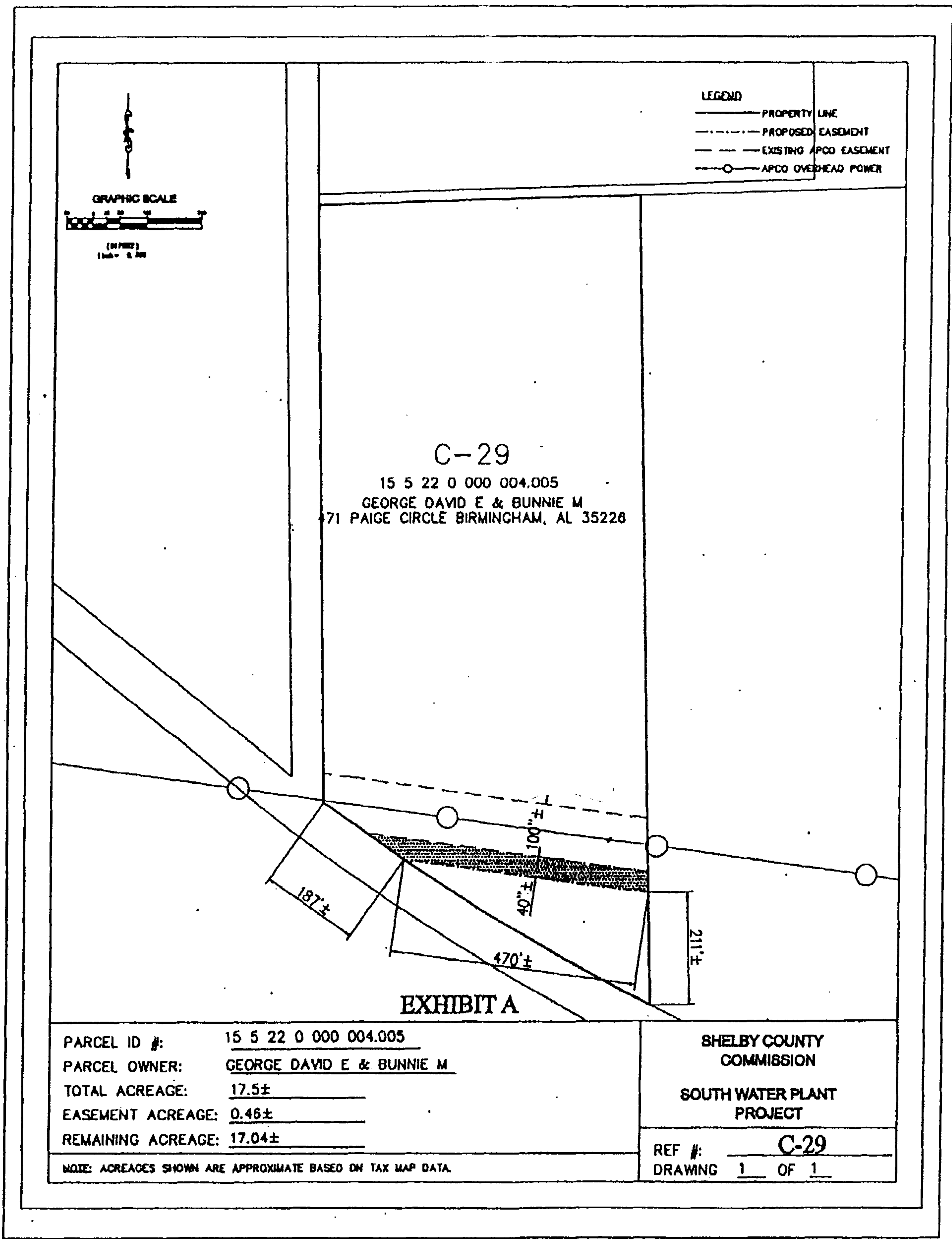
Given under my hand and official seal this 26th day of February, 2007.

[Signature]
Notary Public
My Commission Expires: 6-5-2007



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Tract Sketch (not to scale):



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Project Easement Reference: C29

Shelby County Parcel ID 15-5-22-0-000-004.005

Owner of Record To Be Determined By County Attorney

Description:

A 40 foot utility easement for a water line situated in the Southwest quarter of Section 22, Township 20 South, Range 1 West, Shelby County, Alabama, Lying South of, also parallel and adjacent to a 100 foot Alabama Power Company Transmission Main right-of-way, and within the property recorded in Deed Book 367 Page 284 in the Office of the Probate Judge of Shelby County, Alabama containing 0.46 acres more or less.