

STATE OF ALABAMA  
SHELBY COUNTY

20070330000145780 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
03/30/2007 03:31:56PM FILED/CERT

Before me, the undersigned authority, a Notary Public in and for said County, in said State, personally appeared Frank C. Ellis, Jr., who, after being by me first duly sworn to speak the truth, deposes and says as follows:

My name is Frank C. Ellis, Jr. I am an attorney at law with the law firm Wallace, Ellis, Fowler & Head, P. O. Box 587, Columbiana, Alabama 35051. I am the County Attorney for Shelby County and have cognizance of the facts and matters stated herein.

I am familiar with that certain "Permanent Easement Deed" dated January 19, 2006, whereby the L. Douglas Joseph Estate conveyed certain utility easements to Shelby County, a copy of which document is attached hereto as Exhibit "A" and made part and parcel hereof as fully as if set out herein.

In checking the description which was used in said deed shown as Exhibit "A", I have discovered that there was an error in the description, the correct description which was intended to be used in said document is as follows:

A 40 foot utility easement for a water line situated in the Southwest quarter of Section 23, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of said Section 23; run thence in a Westerly direction along the South line of said Section 23, for a distance of 712 feet more or less to a point parallel to the South edge of 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, in Deed Book 238 Page 739 and the point of beginning and being North edge of said 40 foot easement; run thence in a Northwest direction parallel to said 100 foot Alabama Power Company right-of-way for a distance of 94 feet more or less to a point; run thence in a Southwesterly direction for a distance of 16 feet more or less to a point on the South line of said Section 23; run thence in an Easterly direction along said South section line for a distance of 99 feet more or less to the point of beginning and the end of said easement. Said easement containing 0.02 acres, more or less.

Further deponent saith not.

  
Frank C. Ellis, Jr.

Sworn to and subscribed before me  
this 30 day of March, 2007.

  
Notary Public



# EXHIBIT "A"



20060119000029890 1/4 \$.00  
Shelby Cnty Judge of Probate, AL  
01/19/2006 12:53:51PM FILED/CERT

## PERMANENT EASEMENT DEED

C19

15-6-23-0-000-013-003

STATE OF ALABAMA)  
SHELBY COUNTY)

L. Douglas Joseph Estate

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$ 35 ) 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 #1997-13580, 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 23, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of said Section 23; run thence in a Southerly direction along the South line of said Section 23, for a distance of 712 feet more or less to a point parallel to the South edge of 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, in Deed Book 238 Page 739 and the point of beginning and being North edge of said 40 foot easement; run thence in a Northwest direction parallel to said 100 foot Alabama Power Company right-of-way for a distance of 94 feet more or less to a point; run thence in a Southwesterly direction for a distance of 16 feet more or less to a point on the South line of said Section 23; run thence in an Easterly direction along said South section line for a distance of 99 feet more or less to the point to the point of beginning and the end of said easement. Said easement containing 0.02 acres, more or less.

May include a part or all of said easement described above.

The Grantee shall have the right and privilege of a perpetual use of said lands



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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.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and  
seals, all on this 18<sup>th</sup> day of January, 2006.

By: KATHY JOSEPH Kathy Joseph  
for L. Douglas Joseph Estate

By: \_\_\_\_\_

WITNESSES:


\_\_\_\_\_



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I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, KATHY JOSEPH for L. Douglas Joseph Estate, 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 18<sup>th</sup> day of January, 2006.

  
\_\_\_\_\_  
Notary Public for the State of Alabama

My Commission Expires: 6-15-09


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public for the State of Alabama

My Commission Expires: \_\_\_\_\_

  
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