

PERMANENT EASEMENT DEED

C15

15-7-25-0-000-002.000

STATE OF ALABAMA)
SHELBY COUNTY)

Tracy I. Bentley

KNOW ALL MEN BY THESE PESENTS: That for and in consideration of the sum of **Seven Thousand Sixty-five Dollars and 92/100 (\$ 6.000.00 for Land within easement boundary plus \$1,065.92 for existing hay and corn replacement)** 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 Commission (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, maintaining and repairing water mains, pipes, water meters, and appurtenances. Said strip of land being located within the property of the undersigned Grantors as described in Deed Book 283 Page 30 & Instrument No.20070425000191320, 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 Northeast quarter of Section 25, Township 20 South, Range 1 West, Shelby County, Alabama, Lying South of, parallel with and adjacent to a 100 foot Alabama Power Transmission Main right-of-way, Gaston-Bessemer, AX-14491 running Northwesterly and Southeasterly as recorded in Office of the Judge of Probate of Shelby County Alabama.

The Grantee shall have the right and privilege of perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions excluding standing grass for hay production from said strip.

The Grantee shall have free access, ingress and egress over and across said land of Grantor(s) for the purpose herein mentioned, and the Grantor(s) shall erect no structures on the portion of land above described within the width of said easement, or do any act, excluding farming activities, or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the water main 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 the main 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 hereto expressed in locations approved by Grantor(s). Any and all disturbed areas within said easement and adjacent lands will be put back to match adjacent ground. Topsoil removed during construction, maintenance or repair shall be stockpiled separately from other soil during construction, maintenance or repair and returned to disturbed areas following construction maintenance or repair. Existing areas of established Bahaia grasses that are damaged as a result of construction, maintenance or repair shall be regrassed with Tifton 9 Bahaia or similar Bahaia variety approved by Grantor. Annual grasses, such as brown topped millet or similar annual grasses will be sown with Bahaia to deter erosion until the Bahaia is established. Fertilizer and lime shall be applied to all regrassed areas according to soil test. Seed, fertilizer, and lime application rates shall be as recommended by the Shelby County Extension Service.



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Areas not currently under row crop cultivation or existing roadway, but cleared for construction, maintenance or repair shall be seeded with Tifton 9 Bahaia or similar Bahaia variety suitable for climate zone.

All roads across Grantor(s) land accessed during construction, maintenance or repair of water main shall be left in good access condition including replacement of drainage pipes and ditches when required on drawings.

Areas disturbed during maintenance of the water main shall be repaired as described herein. For maintenance and inspection activities associated with the water main, Grantee agrees to utilize existing roadways into the easement property to the extent practical. Grantor recognizes that access to the easement might be necessary at any time for activities within the easement described herein. Grantee will be responsible for repairs to existing roadways when damage is done by accessing easement from existing roadways across Grantor(s) land.

Grantee releases Grantor from and agrees that Grantor shall not be liable for any claim, demand, and cause of action for damages to property, personal injury or loss of life that may be made or come against Grantor by reason in any way arising out of the construction, operation, maintenance or the facilities constructed under the provisions of this instrument.

Grantee agrees that Grantee is hereby notified by Grantor that Grantee, or any of its agents, will enter Grantors property at their own risk and that Grantor at anytime can limit access to Grantee's easement through existing private roadways on Grantors property.

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

Grantee agrees to have easement staked prior to construction and to restore any permanent property boundary markers destroyed during construction, maintenance or repair of the water main by property survey.

Grantee agrees to install gates in existing fence lines crossed by the water main. Gates when installed will become the property and sole responsibility of the Grantor. Grantee shall retain the right to utilize gates for access to the easement. All gates installed on property will have to follow NRCS guidelines of installation. All gates installed on property will be locked.

Grantee has a right to place a lock on gate for access to easement. Notice is given to Grantees that the Grantors property is recorded as a farm under NRCS and FSA compliance guidelines. Subject to any contracts or agreements between Grantors and NRCS and FSA affiliates.

Grantee agrees that Grantor retains farming rights on 40 ft easement provided that such farming practices do not pose a danger to water main or appurtenances or prevent the Grantee from accessing its facilities.

Grantee agrees that all crops being grown on easement or adjacent land of Grantor at the time of future construction, maintenance and or repair of water line be assessed by FSA Representative on dollar amount of loss and Grantors be compensated for loss.

Grantee agrees that Grantee is responsible for damages done to Grantors adjacent lands when



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damage is the result of Grantee's activities on their 40 ft easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this 27th day of April 20 07

By: Tracy I. Bentley
Tracy I. Bentley

WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Tracy I. Bentley whose name is signed to the foregoing certificate as Owner, 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 27 day of April, 2007

[Signature]
Notary Public for the State of Alabama

My commission expires 6-15-09

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, _____ whose name is signed to the foregoing certificate as _____, 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.

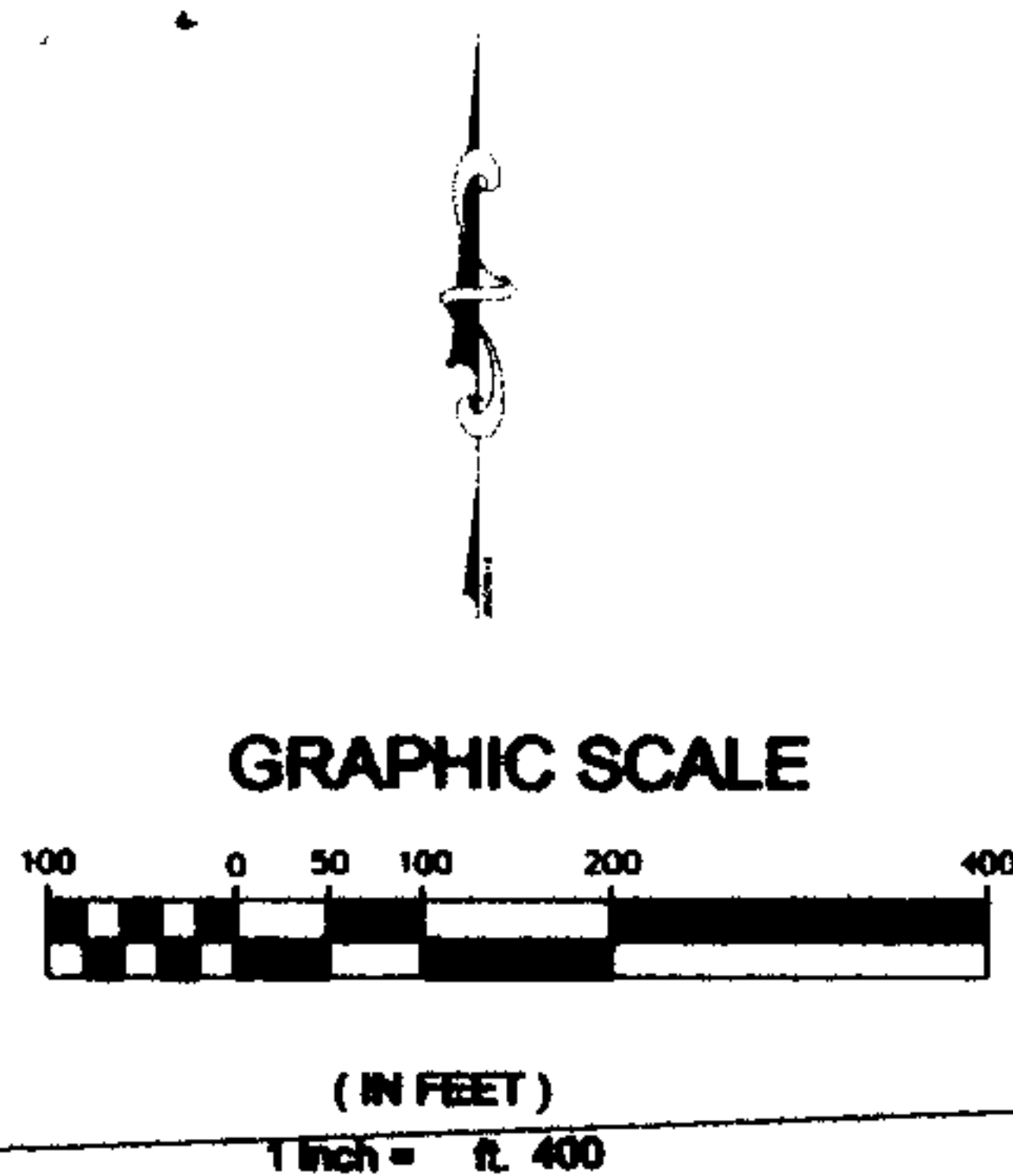
Given under my hand and seal this the _____ day of _____, 2005

Notary Public for the State of Alabama

My commission expires _____



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LEGEND

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

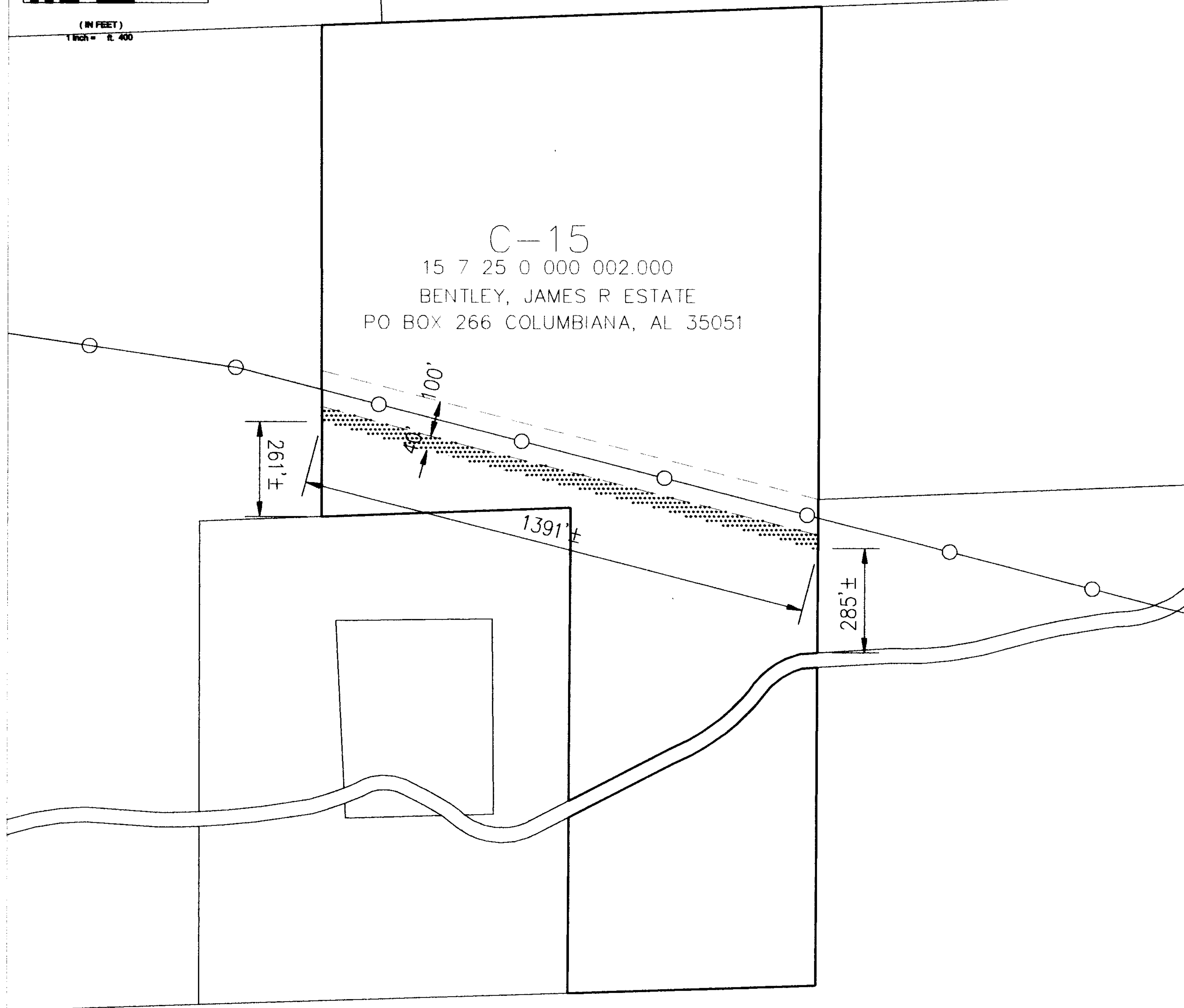


EXHIBIT A

PARCEL ID #: 15 7 25 0 000 002.000
PARCEL OWNER: BENTLEY, JAMES R ESTATE
TOTAL ACREAGE: 61.0±
EASEMENT ACREAGE: 1.28±
REMAINING ACREAGE: 59.72±

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

SHELBY COUNTY
COMMISSION

SOUTH WATER PLANT
PROJECT

REF #: C-15
DRAWING 1 OF 1