



20070501000199990 1/9 \$.00
Shelby Cnty Judge of Probate, AL
05/01/2007 10:02:59AM FILED/CERT

PERMANENT EASEMENT DEED

C16

15-7-25-0-000-005.000

STATE OF ALABAMA)
SHELBY COUNTY)

Daniel W. Michael (1/2 Interest), Ronald W. Williams (1/4
Interest) & Charles Peyton Colvin (1/4 Interest)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of (\$ 11,700.00) 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 #2000-24905 & Instrument #2000-41760 , 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 Northwest 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, with the centerline of said 40 foot easement being more particularly described as follows:

Commence at the Northwest corner of said Section 25; run thence in a Southerly direction along the West line of said section for a distance of 538 feet more or less to a point 20 feet South of and perpendicular to the South right of way line of the said Alabama Power Company Transmission Main right of way and point of beginning of the centerline of the 40 foot easement herein described; thence turn an angle to the left or $82^{\circ} \pm$ and run in a Southeasterly direction parallel with said South right of way line of the Alabama Power Company right of way for a distance of 2,496 feet more or less to a point; thence turn an angle of $5^{\circ} \pm$ to the right and run in a Southeasterly direction parallel to said South right of way line of the Alabama Power Company right of way for a distance of 210 feet more or less to a point on the East line of the Northwest quarter of said Section 25 and point of termination of the 40 foot easement herein described. Said easement contains 2.49 acres, more or less, and the approximate alignment and orientation is shown on the attached Exhibit A.

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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.


The property described herein constitutes no part of the homestead of any of Grantors or Grantors' spouses.

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

Daniel W. Michael by Ronald W. Williams
Daniel W. Michael (by Ronald W. Williams, his Attorney-in-Fact, by Power of Attorney dated 02-28-2007, copy attached)
Ronald W. Williams
Ronald W. Williams
Charles Peyton Colvin
Charles Peyton Colvin

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald W. Williams, Attorney-in-Fact, for Daniel W. Michael, 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 as such Attorney-in-Fact and with full authority executed the same voluntarily on the day the same bears date. for and as the act of Daniel W. Michael.
Given under my hand and official seal this 28 day of February, 2007.


20070501000199990 3/9 \$.00
Shelby Cnty Judge of Probate, AL
05/01/2007 10:02:59AM FILED/CERT

Paula Mead
Notary Public
My Commission Expires: 01-19-08

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald W. Williams, 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 28 day of February, 2007.

Paula Mead
Notary Public
My Commission Expires: 01-19-08

STATE OF ALABAMA
SHELBY COUNTY (Cullman)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Peyton Colvin, 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. April
Given under my hand and official seal this 13th day of February, 2007.

Sonja Bates
Notary Public
My Commission Expires: 4.14.07



20070501000199990 5/9 \$.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
COUNTY OF SHELBY

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Daniel W. Michael, a legal resident of the State of Alabama, presently being of sound mind and not being under any mental disability, incompetency or incapacity, do hereby nominate, constitute and appoint Ronald W. Williams, a legal resident of the State of Alabama, as and for my true and lawful attorney-in-fact for the limited purposes expressed herein. I hereby bestow and vest my said attorney-in-fact with the following powers for me and in my name and on my behalf:

To execute the Permanent Easement Deed, a copy of which is attached hereto and initialed by me for identification, and to execute all other documents necessary to convey said easement to Shelby County, Alabama.

To exercise all powers and do all acts on my behalf deemed by my said attorney-in-fact to be incidental to, or necessary or proper to carry into full effect, the foregoing powers hereby ratifying and confirming all that my said attorney-in-fact can lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall expire on March 8, 2007.

IN WITNESS WHEREOF, I set my hand and seal this 28th day of February, 2007.

WITNESSES:

Ronald W. Williams

Daniel W. Michael (SEAL)

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel W. Michael, whose name was signed to the foregoing instrument in my presence, and who is known to me, acknowledged before me on this day, that, being informed of all contents of the foregoing Durable Power of Attorney, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of February, 2007.

Deane B. Bell
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 2, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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STATE OF ALABAMA)
SHELBY COUNTY)

Daniel W. Michael (1/2 Interest), Ronald W. Williams (1/4 Interest) & Charles Peyton Colvin (1/4 Interest)

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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.

The property described herein constitutes no part of the homestead of any of Grantors or Grantors' spouses.

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

Daniel W. Michael

Ronald W. Williams

Charles Peyton Colvin

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel W. Michael, 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 _____ day of February, 2007.

Notary Public

My Commission Expires: _____

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ronald W. Williams, 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 _____ day of February, 2007.

Notary Public

My Commission Expires: _____

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Peyton Colvin, 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 _____ day of February, 2007.

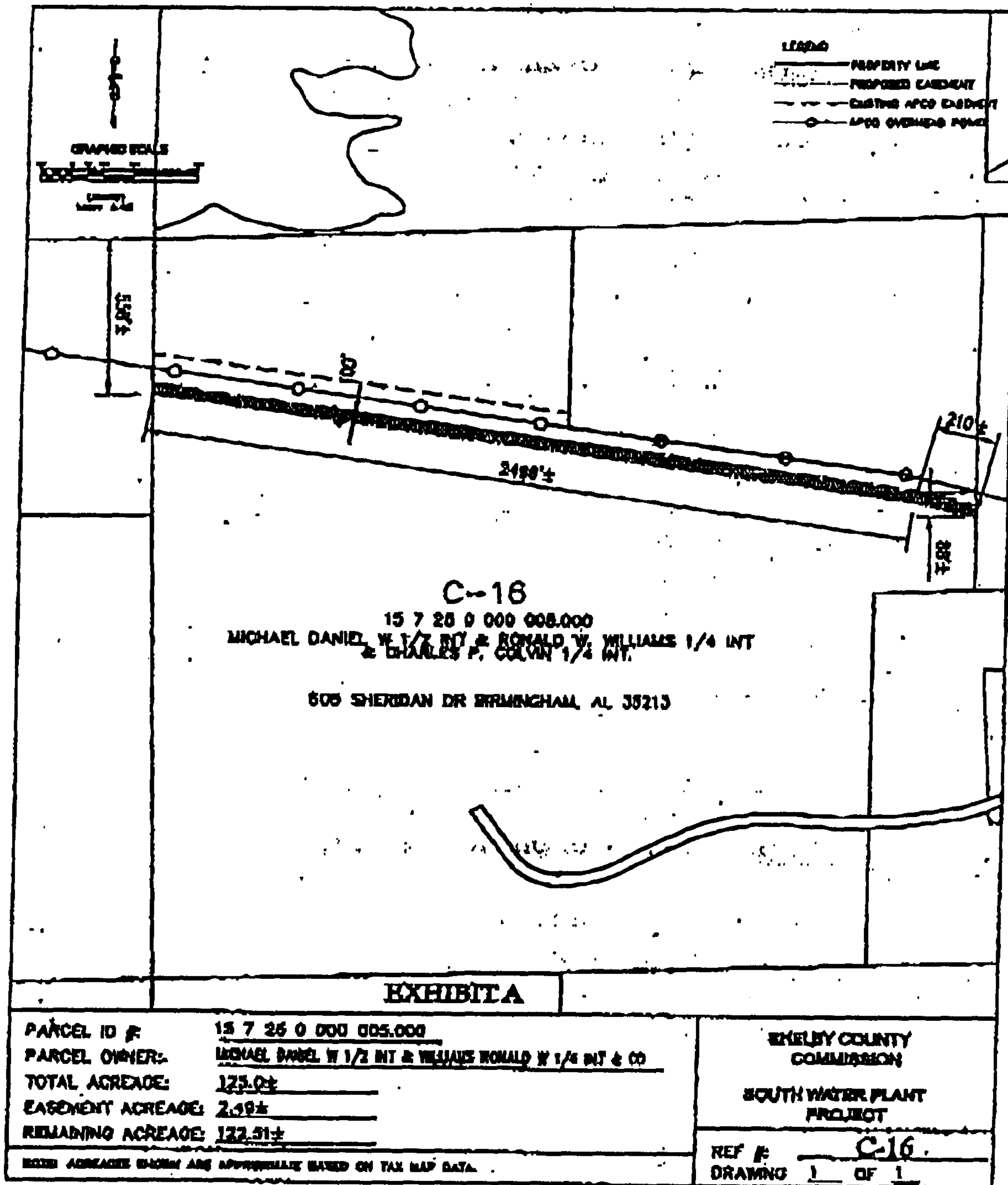
Notary Public

My Commission Expires: _____

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 Shelby Cnty Judge of Probate, AL
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Exhibit "A"

Tract Sketch (not to scale):



On