

PERMANENT EASEMENT DEED

C14

15-7-25-0-000-007.001

STATE OF ALABAMA)
SHELBY COUNTY)

Johnny L. Key & Donice Key

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Three thousand four hundred and no/100 Dollars (\$3,400.00) 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, 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. 20041025000585590, 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, and within the property recorded in Instrument No. 20041025000585590 in the Office of the Probate Judge of Shelby County, Alabama containing 0.73 acres more or less.

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 when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

The rights of the Grantee created by the execution of this document shall not include the right to construct or place a water tank, storage tank or storage facility. The Grantors 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, utilities, and pipes.

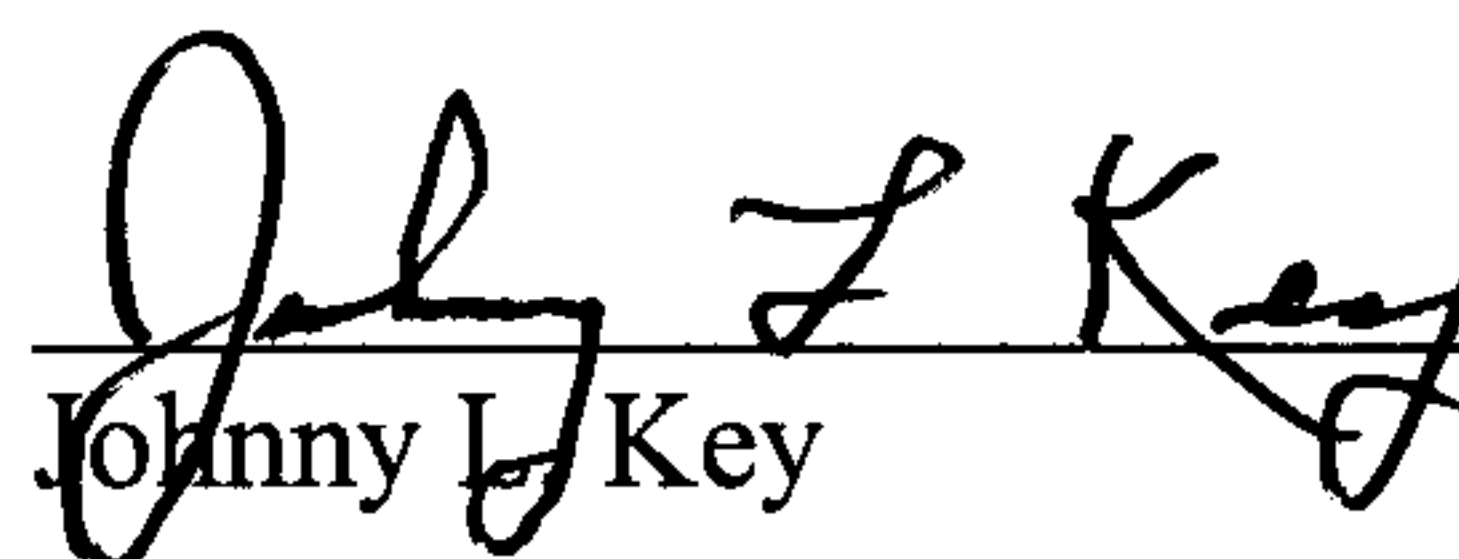
Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied. In the event Grantor has seeded or vegetated the adjoining area or the area of the easement, and in the further event thereafter Grantee shall disturb the surface thereof, Grantee agrees that it shall repair and restore the area within such easement so disturbed and seed the same with the type grass and cover as then used by the Grantor thereon.

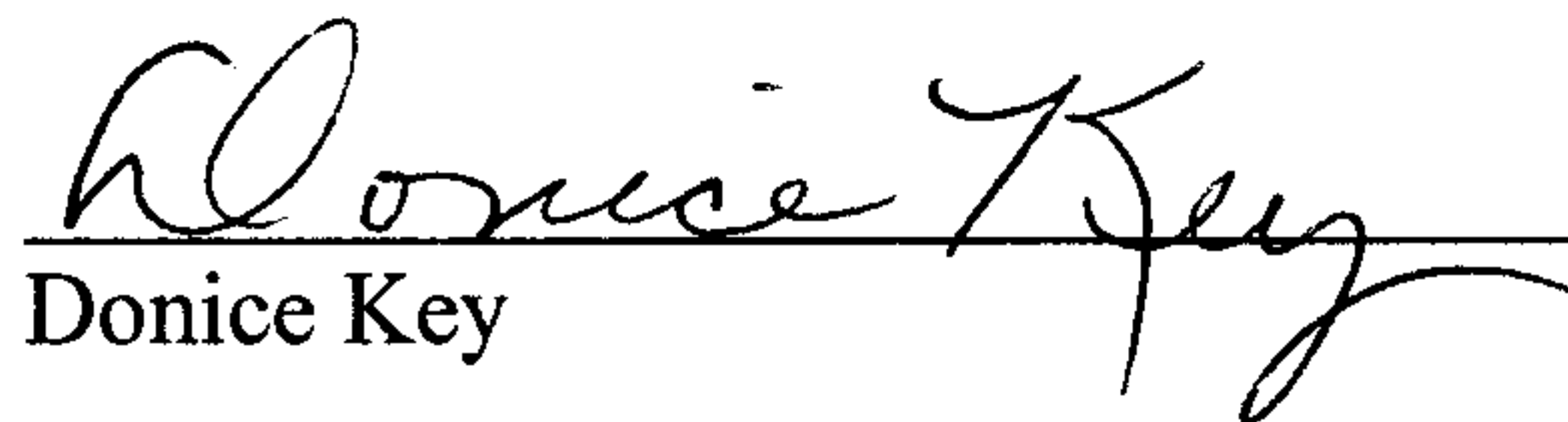
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein.

Grantors covenant that they have good and merchantable title to said property and good right to convey this easement.

Grantors shall have the right to cut and remove any and all timber from the easement area provided that they do so before Grantee commences the waterline project. Grantors agree and understand that Grantee cannot delay the project to wait for Grantors to cut or remove any of the timber. Any timber remaining on the easement area at the time Grantee begins the waterline project may be removed by Grantee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 8th day of May, 2007.

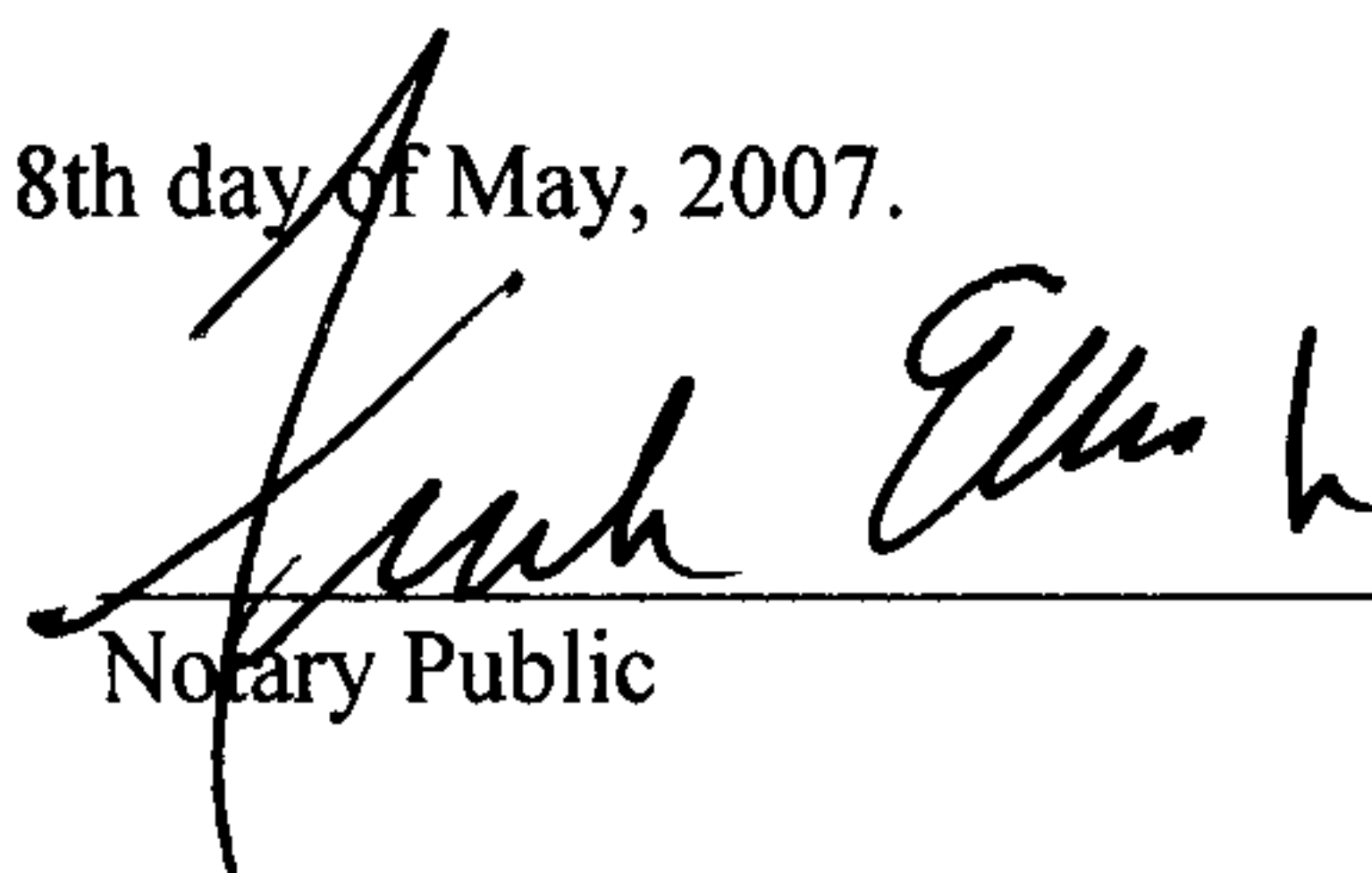

Johnny L. Key


Donice Key

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Johnny L. Key and wife, Donice Key**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of May, 2007.


Notary Public