

PERMANENT EASEMENT DEED

C25A

15-5-22-0-000-004.042

STATE OF ALABAMA)  
SHELBY COUNTY)

Tracie L. Lewis Howard & Ricky Howard

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Six Thousand Four Hundred and no/100 Dollars (\$6,400.00)** cash in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto Shelby County, Alabama (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 #20040109000015500, 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 Southeast 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 Inst. # 20040109000015500 in the Office of Judge of Probate of Shelby County, Alabama, containing 0.39 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 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 Grantors for the purposes herein mentioned, and 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, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantors 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. Grantee recognizes that a portion



of this easement also contains the upper reaches of a pond constructed by the Grantors. Grantee agrees to utilize best management practices detailed in the *Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas* during construction and/or maintenance of the water main and appurtenances to limit the amount of silt and sediment discharged to the pond as a result of construction and/or maintenance activities. Grantee agrees to restore the topography of the easement near and under the pond to its approximate preconstruction elevation. Grantors 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 14th day of June, 2007.

Tracie L. Lewis Howard  
Tracie L. Lewis Howard

Ricky Howard  
Ricky Howard

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Tracie L. Lewis Howard and husband, Ricky Howard, whose names are signed to the foregoing certificate as Grantors, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 14th day of June, 2007.

Paula Head  
Notary Public for the State of Alabama  
My Commission Expires: 01-19-08