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SHELBY COUNTY WATER SERVICES  
& ENVIRONMENTAL SERVICES



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Shelby Cnty Judge of Probate, AL  
02/13/2008 01:38:24PM FILED/CERT

PERMANENT EASEMENT DEED

**E-14**

**PID 22 1 01 0 000 002.005**

STATE OF ALABAMA)  
SHELBY COUNTY)

**BENJAMIN D & JEAN H GERBER**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **(\$2,300.00)** 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 Number 2002-444790**, in the Office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

***A 20 foot wide utility easement for a water line lying 10 feet from either side of the centerline of the water pipe as installed in the field which lies in the NW ¼ of Section 1, Township 21 South, Range 2 West, and is situated in Shelby County, Alabama, being more particularly described as follows:***

***Commencing from the Southwest property corner, proceed in a Northerly direction along the East property line for 343 feet, more or less. Thence turn left 106°, and proceed in a Southwesterly direction along the North property line for 463 feet, more or less. Thence turn right 18°, more or less, and proceed in a Westerly direction for 106 feet, more or less, which shall be the point of beginning of the centerline of the following described easement. From the point of beginning, turn left 110°, more or less, and proceed in a Southeasterly direction generally parallel with the existing East edge of pavement of Shelby County Highway No. 331 and said centerline of described easement being not more than 60 feet from the existing edge of pavement of said Shelby County Highway for a distance of 207 feet, more or less. The approximate alignment and orientation of easement is as shown on the attached Exhibit A. Said easement contains 0.10 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

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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 the Grantee, its agents, successors, and assigns, 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, all on this 11<sup>th</sup> day of FEBRUARY, 2008.

By: Benjamin D. Gerber  
Benjamin D. Gerber  
**Authorized Representative**

By: Jean H. Gerber  
Jean H. Gerber  
**Authorized Representative**

WITNESSES:

John Meadeus Pennington



STATE OF AL  
Shelby COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Benjamin D. Gerber whose name is signed to the foregoing certificate as Grantor, 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 11 day of Feb, 2008.

Misty Dawn Rigdon  
AL

Notary Public for the State of AL MISTY DAWN RIGDON  
NOTARY PUBLIC ALABAMA STATE AT LARGE  
My commission expires MY COMMISSION EXPIRES DECEMBER 1, 2010

STATE OF Alabama  
Shelby COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Jean H. Gerber whose name is signed to the foregoing certificate as Grantor, 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 11 day of Feb, 2008.

Jean H. Gerber  
Ida Meadows Pennington

Notary Public for the State of Alabama  
My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 28, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

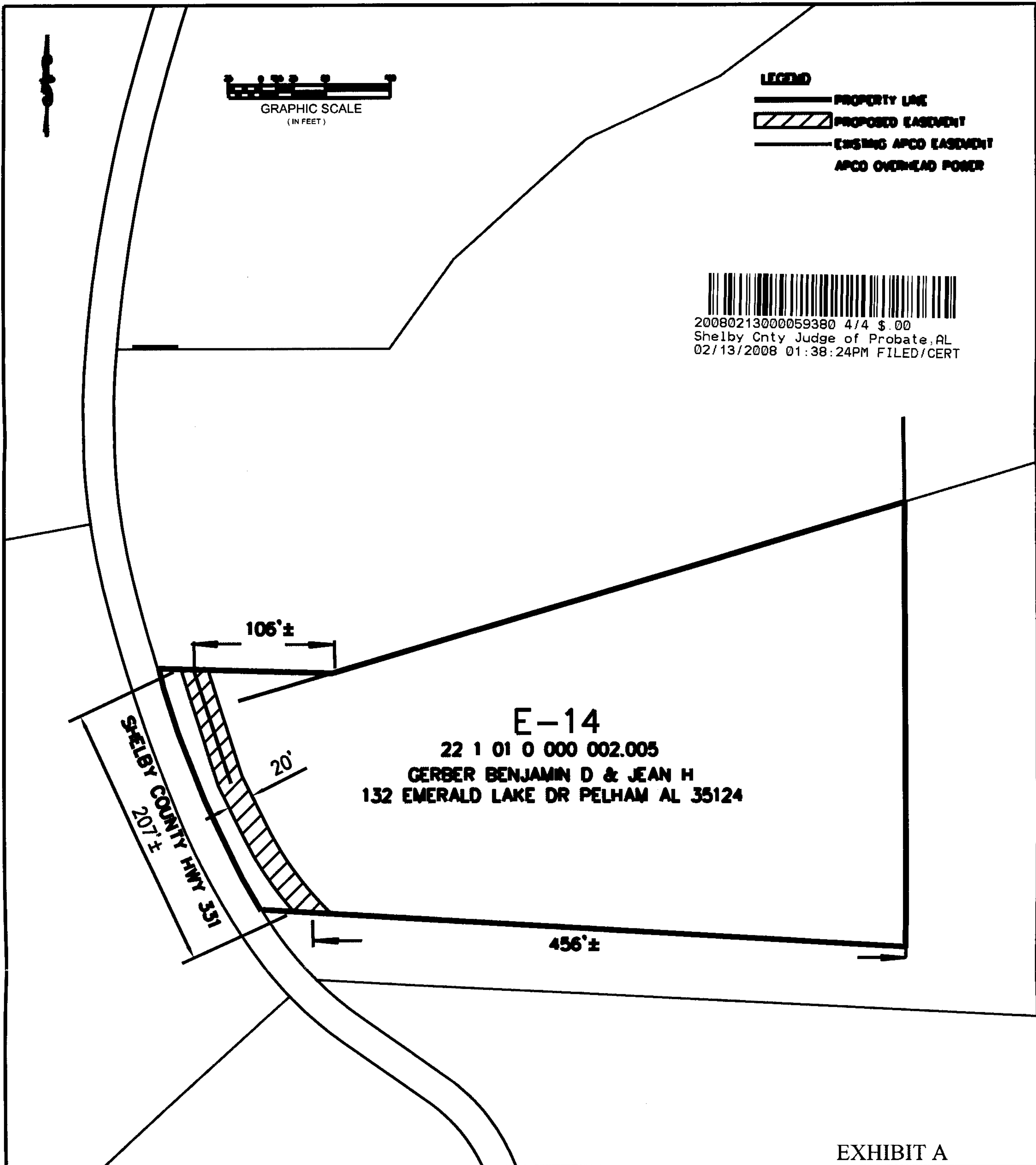


EXHIBIT A

PARCEL ID #: 22 1 01 0 000 002.005  
PARCEL OWNER: GERBER BENJAMIN D & JEAN H  
TOTAL ACREAGE: 3.0±  
EASEMENT ACREAGE: 0.10±  
REMAINING ACREAGE: 2.9±

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

SHELBY COUNTY  
COMMISSION

SOUTH WATER PLANT  
PROJECT

REF #: E-14  
DRAWING 1 OF 1