

PERMANENT EASEMENT DEED

E-11

PID 22 1 01 0 000 002.004

STATE OF ALABAMA)
SHELBY COUNTY)

MICHAEL S DODWELL & TERESA A DODWELL

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **(\$3,532.00)** 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 2005-470490**, 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 NE property corner of said recorded parcel, proceed in a Westerly direction 1,121 feet, more or less, to the point of beginning of centerline of the following described easement. From the point of beginning, turn left 110°, more or less, and proceed in a Southeasterly direction for a distance of 80 feet, more or less. Thence turn left 5°, more or less, and proceed in a Southeasterly direction for a distance of 39 feet, more or less. Thence turn right 7°, and proceed in a Southeasterly direction for a distance of 25 feet, more or less. Thence turn right 7°, more or less, and proceed in a Southeasterly direction for a distance of 25 feet, more or less. Thence turn right 5°, more or less, and proceed in a Southeasterly direction for a distance of 15 feet, more or less. Thence turn right 6°, more or less, and proceed in a Southeasterly direction for a distance of 16 feet, more or less. Thence turn right 8°, more or less, and proceed in a Southerly direction for a distance of 31 feet, more or less. Thence turn right 8°, more or less, and proceed in a Southwesterly direction for a distance of 23 feet, more or less. Thence turn right 7°, more or less, and proceed in a Southwesterly direction for 15 feet, more or less, ending at the South property line of said recorded parcel. The approximate alignment and orientation of easement is as shown on the attached Exhibit A. Said easement contains 0.12 acres, more or less.

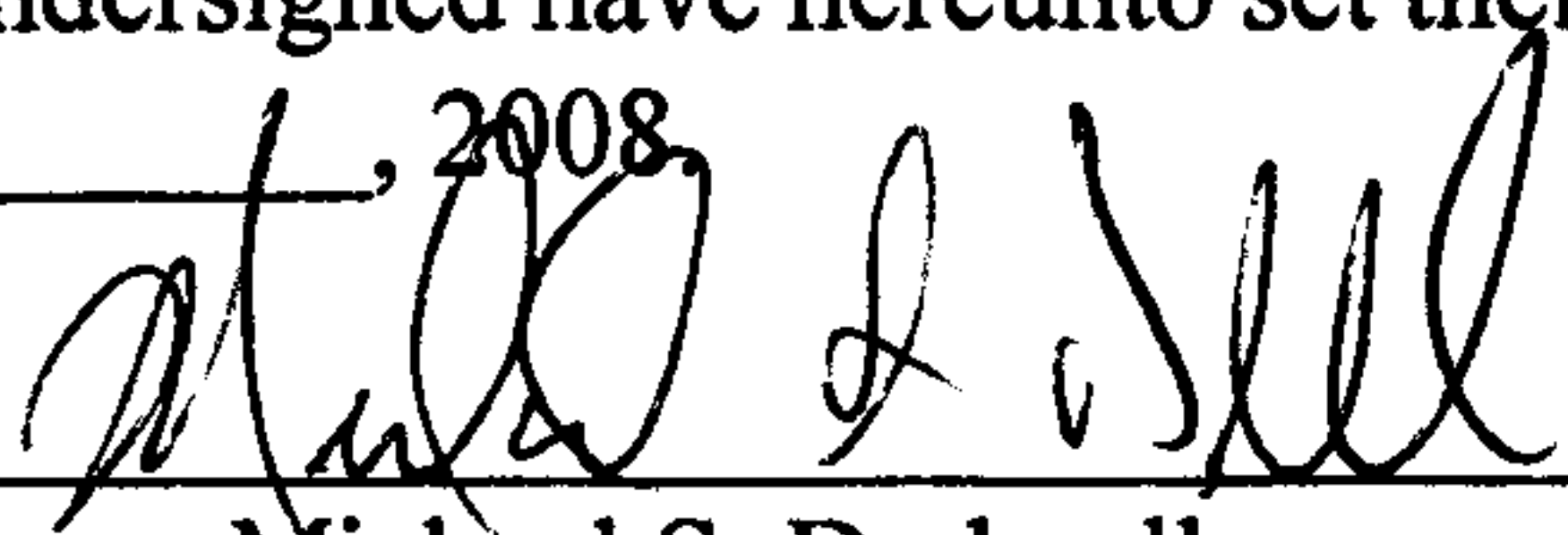
The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from 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 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 WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 12 day of May, 2008.



Michael S. Dodwell

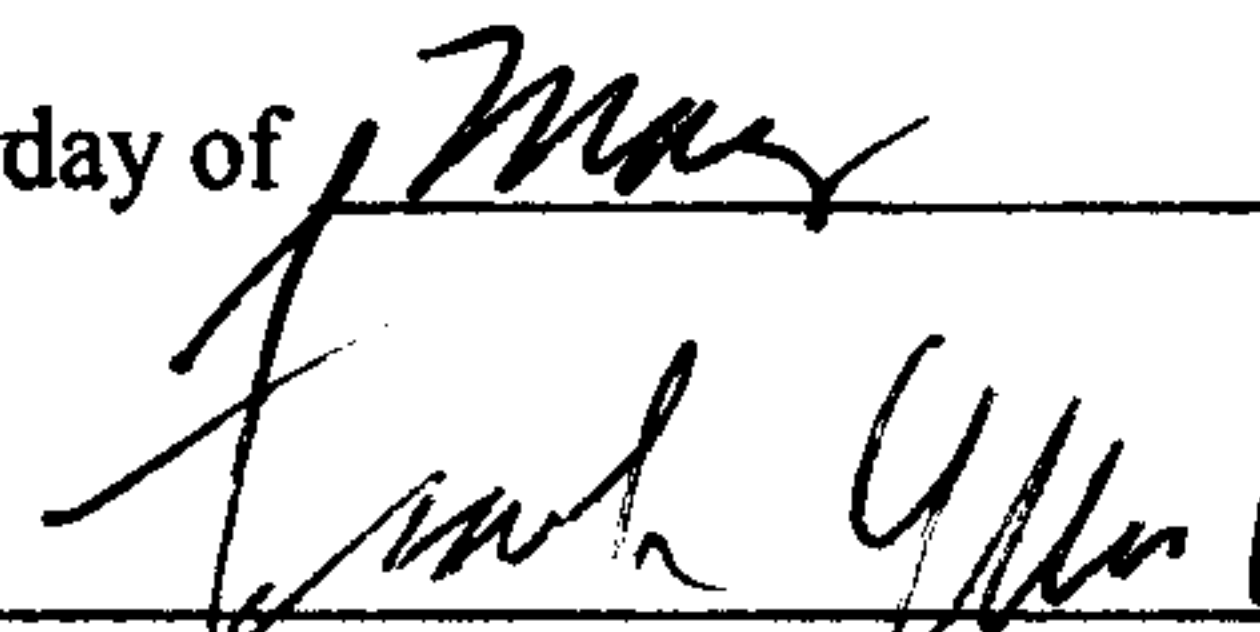


Teresa A. Dodwell

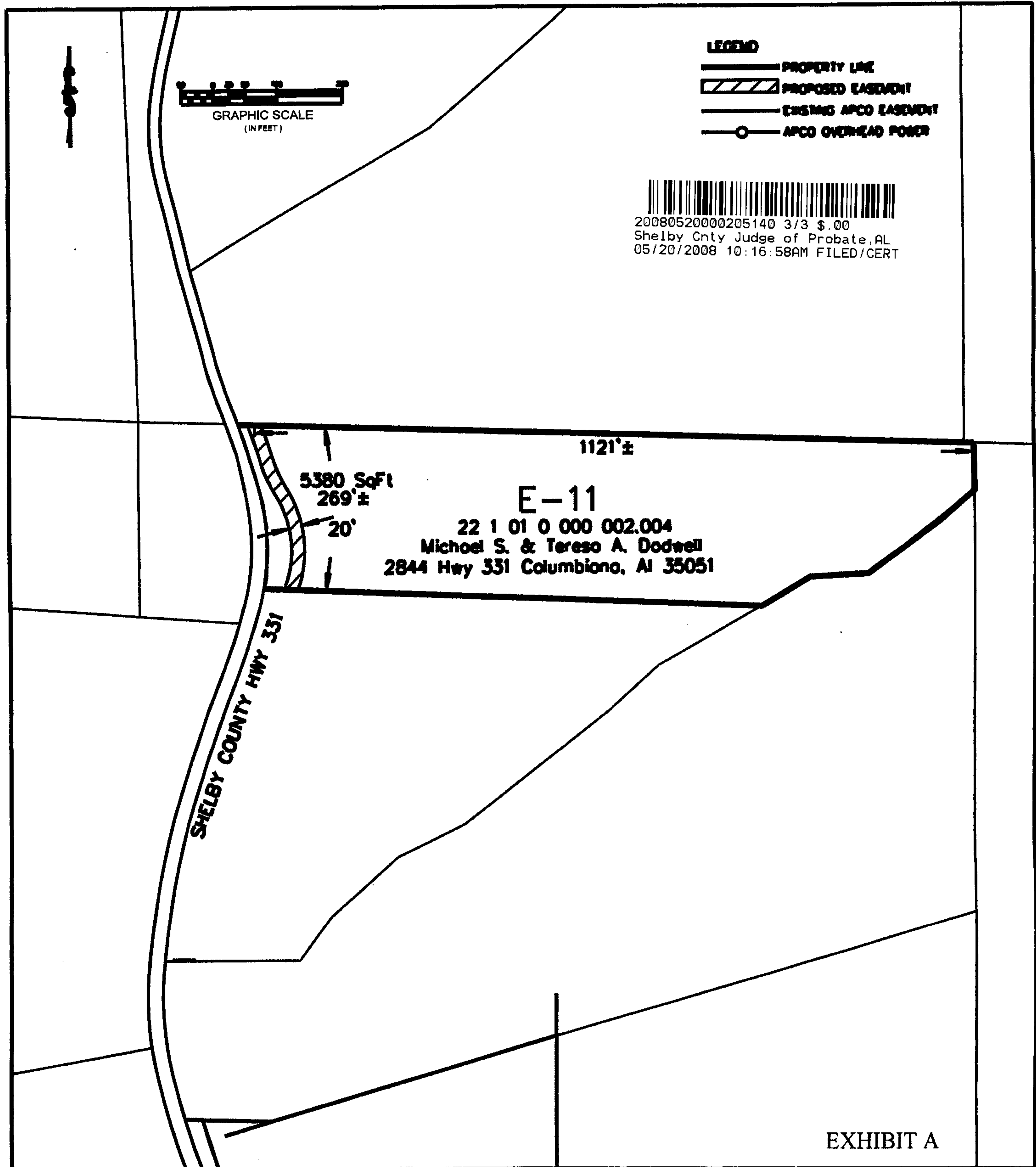
**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Michael S. Dodwell and wife, Teresa A. Dodwell**, 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 12 day of May, 2008.



Notary Public



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

20080520000205140 3/3 \$.00
Shelby Cnty Judge of Probate, AL
05/20/2008 10:16:58AM FILED/CERT

1121'±
E-11
22 1 01 0 000 002.004
Michael S. & Tereso A. Dodwell
2844 Hwy 331 Columbiana, AL 35051

SHELBY COUNTY HWY 331

EXHIBIT A

| | | |
|---|--------------------------------|------------------------------|
| PARCEL ID #: | 22 1 01 0 000 002.004 | SHELBY COUNTY COMMISSION |
| PARCEL OWNER: | Michael S. & Tereso S. Dodwell | |
| TOTAL ACREAGE: | 5.74± | SOUTH WATER PLANT PROJECT |
| EASEMENT ACREAGE: | 0.12± | |
| REMAINING ACREAGE: | 5.62± | REF #: E-11 |
| NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA. | | DRAWING 1 OF 1 |