

PERMANENT EASEMENT DEED

E-9E

PID 14-7-36-0-000-013.001

STATE OF ALABAMA)
SHELBY COUNTY)

Larry Salter

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Two Thousand Five Hundred and no/100 Dollars (\$2,500.00)** cash in hand paid by Shelby County, Alabama, the receipt whereof is hereby acknowledged, I, the undersigned (Grantor), 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 Grantor as described in **Instrument Number 2005-447430** 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 SW 1/4 of Section 36, Township 20 South, Range 2 West, and is situated in Shelby County, Alabama, being more particularly described as follows:

Commencing from the NW property corner of said recorded parcel, proceed in an Easterly direction for 604 feet, more or less, to the point of beginning of the centerline of the following described easement. From the point of beginning turn right 86°, more or less, and proceed in a Southerly direction for 39 feet, more or less. Thence turn right 6°, more or less, and proceed in a Southerly direction for 40 feet, more or less. Thence turn right 6°, more or less, and proceed in a Southwesterly direction for 47 feet, more or less. Thence turn left 44°, more or less, and proceed in a Southeasterly direction for 11 feet, more or less, ending at the intersection with the existing pavement of Shelby County Highway 331. The approximate alignment and orientation of easement is as shown on the attached Exhibit A. Said easement contains 0.06 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.

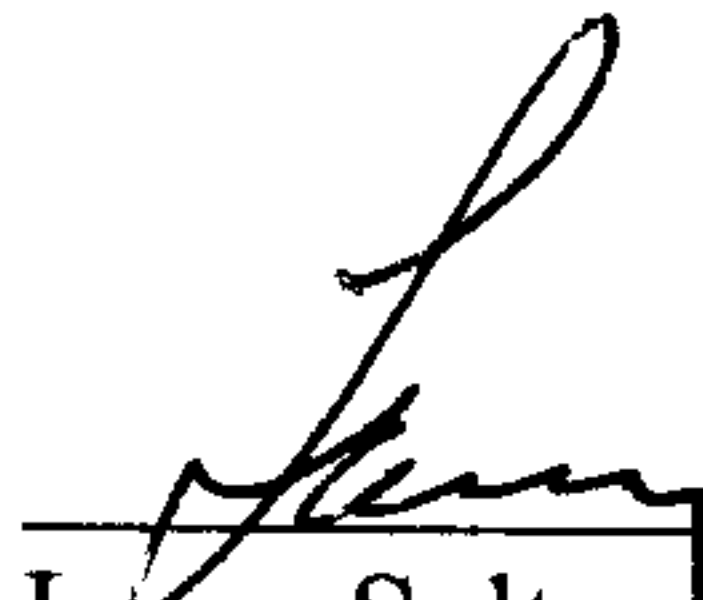
The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor for the purposes herein mentioned, and the Grantor shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which 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 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 covenants that he has good and merchantable title to said property and good right to convey this easement.


IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 8th day of August, 2008.

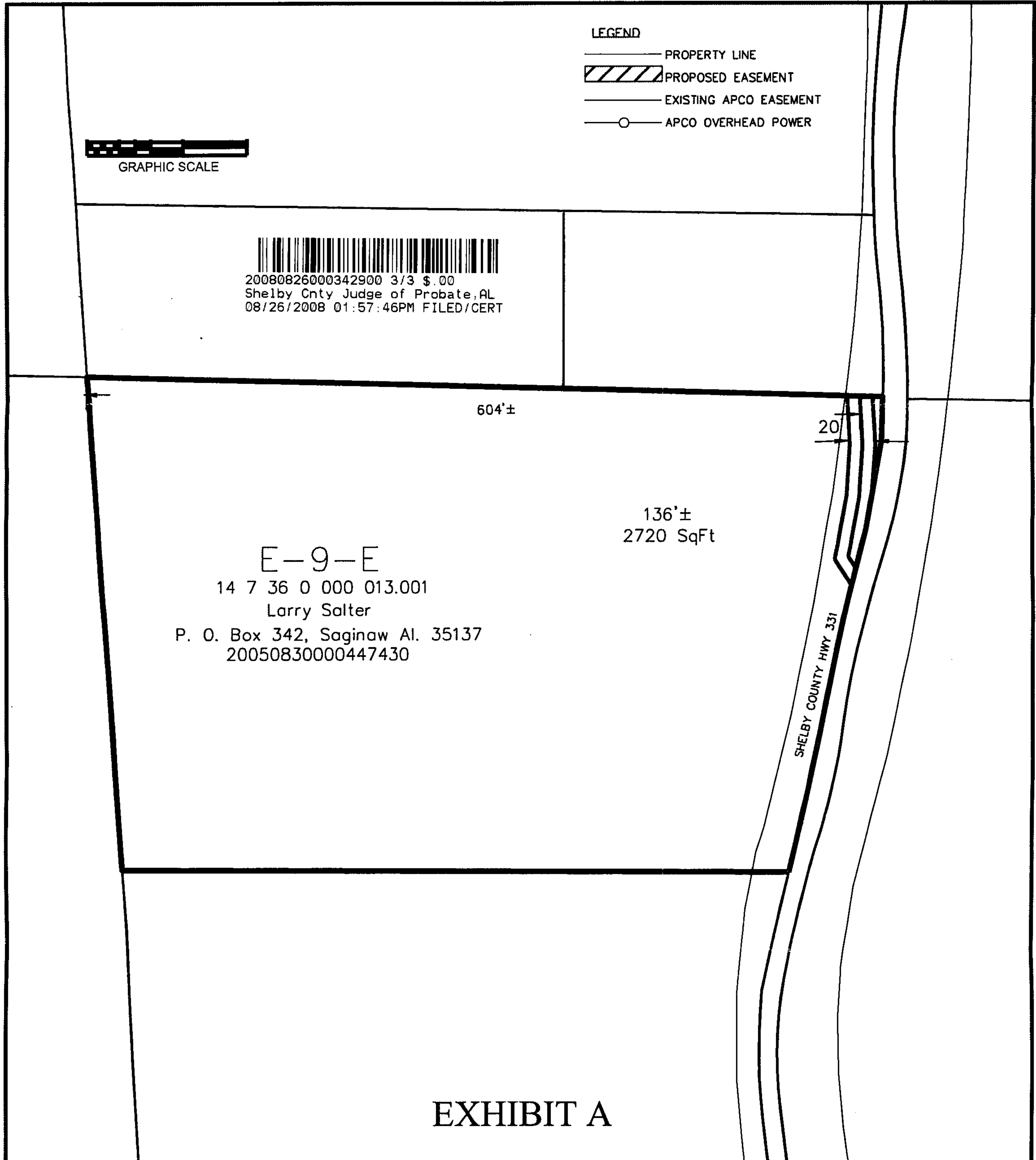

Larry Salter

STATE OF ALABAMA
COUNTY OF St. Clair

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that, Larry Salter, whose name is 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 8th day of August, 2008.


Notary Public for the State of Alabama
My Commission Expires: 2-16-09



PARCEL ID #:	<u>14 7 36 0 000 013.001</u>	SHELBY COUNTY COMMISSION SOUTH WATER PLANT PROJECT
PARCEL OWNER:	<u>Larry Salter</u>	
TOTAL ACREAGE:	<u>4.77±</u>	
EASEMENT ACREAGE:	<u>0.06±</u>	
REMAINING ACREAGE:	<u>4.71±</u>	
NOTE: ACREAGES SHOWN ARE APPROXIMATE BASED ON TAX MAP DATA.		REF #: <u>E-9-E</u>
		DRAWING <u>1</u> OF <u>1</u>