

500⁰⁰ PAID IN FULL
JUL 18 2008

PERMANENT EASEMENT DEED

Grantors: Richard D. and Elaine A. Horsley

Grantee: Shelby County, Alabama executed through County Manager's Office

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) 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 sole purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances at the sole discretion of the Grantee. Said strip of land being located on Parcel Identification No. **58-10-5-22-0-001-008.000** and **58-10-5-22-0-001-009.000** as recorded in the records of the Shelby County Property Tax Commissioner, and **Instrument No.s 1994-34530, and 1994-03672, and Real Book 202 Page 759** the Office of the Judge of Probate, of Shelby County, Alabama said strip being more particularly described as follows:

A strip of land 10 feet in width which lies within the NE 1/4 of Section 22, Township 19 South, Range 2 West and situated in Shelby County, Alabama, being more particularly described as follows;

Commence at the most Southerly corner of Lot 4 Block 3 of Cherokee Hills as recorded in Map Book 5 Page 3 in the Office of the Judge of Probate, of Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of the said Lot 4 a distance of 5 feet to the point of beginning of the centerline of the 10 foot strip herein described; thence turn an angle to the right and run in a Northeasterly direction parallel to and 5 feet Northwest of the Southeast line of said Lot 4 along the said centerline of the 10 foot strip to the point of intersection with the Southwest line of Lot 5A Block 3 of a Resurvey of Lots 5 & 6 of Cherokee Hills as recorded in Map Book 19 Page 39 in the Office of the Judge of Probate of Shelby County, Alabama; thence continue along a projection of the last described course of the said centerline in a Northeasterly direction 5 feet to a point; thence turn an angle to the right and run in a Southeasterly direction parallel to and 5 feet Northeast of the Southwest line of said Lot 5A to the point of intersection with the East line

of said Lot 5A and point of termination of the centerline herein described for the 10 foot strip. Containing 0.169 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 strip shall be ten feet in width during the construction period and during water line maintenance periods but primarily be a five foot easement solely for the public water line. The grantee will install a pedestrian gate on the strip that will allow access for the grantor and grantee to the easement and Heardmont Park.

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 17 day of December, 2008.

By: [Signature]
Richard D. Horsley

By: [Signature]
Elaine A. Horsley

WITNESSES:

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Richard D. Horsley whose name is signed to the foregoing certificate as joint owner, 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 17 day of DECEMBER, 2008

[Signature]
Notary Public for the State of Alabama
My commission expires 9/30/2011

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Elaine A. Horsley whose name is signed to the foregoing certificate as joint owner, 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 17 day of DECEMBER, 2008

[Signature]
Notary Public for the State of Alabama
My commission expires 9/30/2011

