

Shelby Cnty Judge of Probate, AL 12/18/2008 08:19:27AM FILED/CERT

PERMANENT EASEMENT DEED

Grantors: Richard D. and Elaine A. Horsley

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

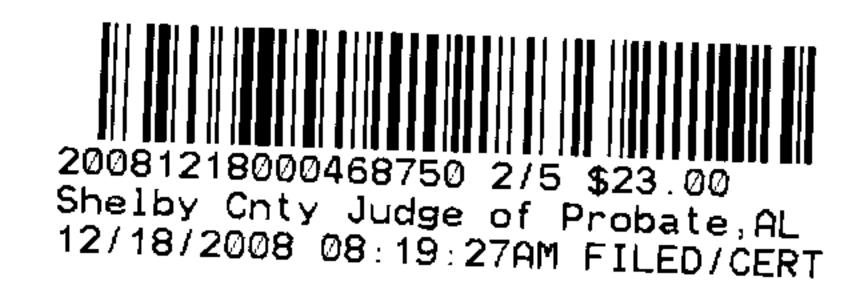
STATE OF ALABAMA)
SHELBY COUNTY)

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 GOO MINION

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 understands all on this day of	Eigned have hereunto set their hands and 20 000.
By By	Richard D. Horsley Elaine A. Horsley
WITNESSES:	
STATE OF ALABAMA SHELBY COUNTY	
I, the undersigned, a Notary Public in and for the second D. Horsley whose name is signed to the fore is known to me, acknowledged before me, on this day contents of said certificate, do execute the same valuation with the reof. Given under my hand and seal this the day with t	going certificate as joint owner, and who te that after being duly informed of the coluntarily as such individual with full
STATE OF ALABAMA SHELBY COUNTY	
I, the undersigned, a Notary Public in and for the sa Elaine A. Horsley whose name is signed to the foregot known to me, acknowledged before me, on this date contents of said certificate, do execute the same valuationity thereof.	ing certificate as joint owner, and who is e that after being duly informed of the
Given under my hand and seal this the day	of DECENBER, 2000
Notary Public for the State of Alabama	
Notary Public for the State of Alabama My commission expires	

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