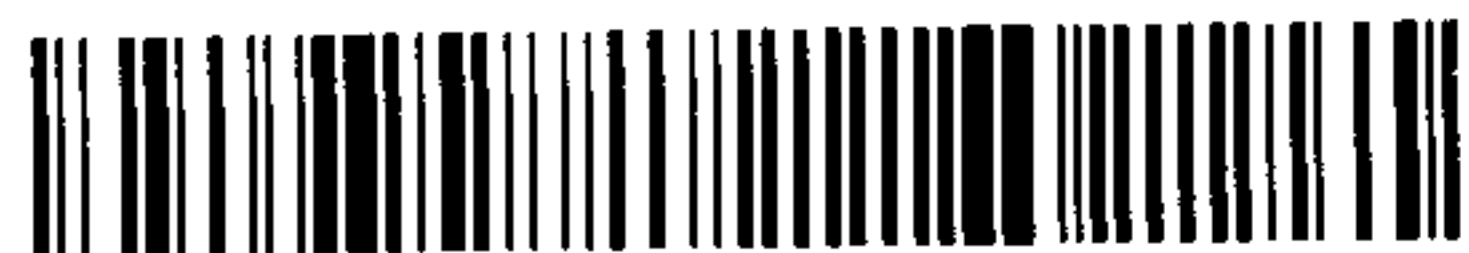


\$500  
MEE

PERMANENT EASEMENT DEED

  
20090311000089620 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
03/11/2009 02:28:30PM FILED/CERT

STATE OF ALABAMA)  
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) 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 and/or sanitary sewer 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 Map Book 39 Page 103, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A part of LOT 1-B according to the survey of ST. VINCENT'S HOSPITAL HIGHWAY NO. 119 SURVEY as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama and situated in the NW 1/4 and the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northernmost corner of LOT 1-B according to the survey of ST. VINCENT'S HOSPITAL HIGHWAY NO. 119 SURVEY as recorded in Map Book 39, Page 103 in the office of the Judge of Probate of Shelby County, Alabama and run in a Southwesterly direction along the Northwesterly boundary of said LOT 1-B for a distance of 43.28 feet to the POINT OF BEGINNING; thence continue along the last described course and along the Northwesterly boundary of said LOT 1-B for a distance of 27.49 feet; thence leaving said Northwesterly boundary of said LOT 1-B turn 76°33'50" to the left and run in a Southeasterly direction a distance of 12.51 feet; thence turn 90°00'00" to the left and run in a Northeasterly direction a distance of 20.00 feet; thence turn 90°00'00" to the left and run in a Northwesterly direction a distance of 12.51 feet; thence turn 90°00'00" to the right and run in a Northeasterly direction a distance of 6.74 feet; thence turn 90°00'00" to the left and run in a Northwesterly direction a distance of 6.39 feet to the POINT OF BEGINNING.

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 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 and/or sanitary sewer 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 10<sup>TH</sup> day of FEBRUARY, 20 09.

By: 

(Name of Grantor & Title)

WITNESSES:

[Signature]  
[Signature]

JOHN C. BOZICKI

AUTHORIZED AGENT