

PERMANENT EASEMENT DEED

GREYSTONE COSMETIC CENTER, LLC.

STATE OF ALABAMA)
SHELBY COUNTY)

PID #: 03 9 32 0 002 005.067

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. This instrument is correcting recorded Instrument #: 20081223000475060, recorded Instrument #: 20090128000027940, and recorded Instrument #: 200902060000400250. Said strip of land being located within the property of the undersigned Grantors as described in Instrument #: 20080725000300330, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A part of Lot 2A of a Resurvey of Lots 1 and 2 of a Resurvey of Lot 5A of a Resurvey of Lots 3, 4 and 5, Greystone Commercial, 2nd Phase and a Part of Lot 1, Greystone Commercial as recorded in Map 31, Page 78 in the Office of the Judge of Probate of Shelby County, Alabama.

Commence at the Southeastern most corner of said Lot 2A, said corner being on the right-of-way line of Village Street and identified by an iron pin, at a point on a curve to the right having a central angle of 02°44'23" and a radius of 511.15 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 24.44 feet to the Point of Beginning of a 14-foot wide easement bound by lines running 7 feet either side of, parallel to, and abutting the following described line: from said point of beginning, turn an angle to the right of 93°41'11" and run in a Northeasterly direction for a distance of 22.75 feet to the Point of Ending; said easement containing 318 square feet, more or less. The approximate alignment and orientation of easement is as shown on the attached Exhibit A.

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 causes other than the negligence or intentional acts or omissions of the Grantee, its agents, successors, and assigns in 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 March 23 day of March, 2009.

By: Patricia SheasHedden
Authorized Representative of
Greystone Cosmetic Center, LLC.

WITNESSES:

Ull Da

Michelle Lowart

STATE OF Alabama
Shelby COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, PATRICIA SHEAS HEDDEN, an Authorized Representative of Greystone Cosmetic Center, LLC. whose name is signed to the foregoing certificate as Grantor, 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 23 day of March, 2009.

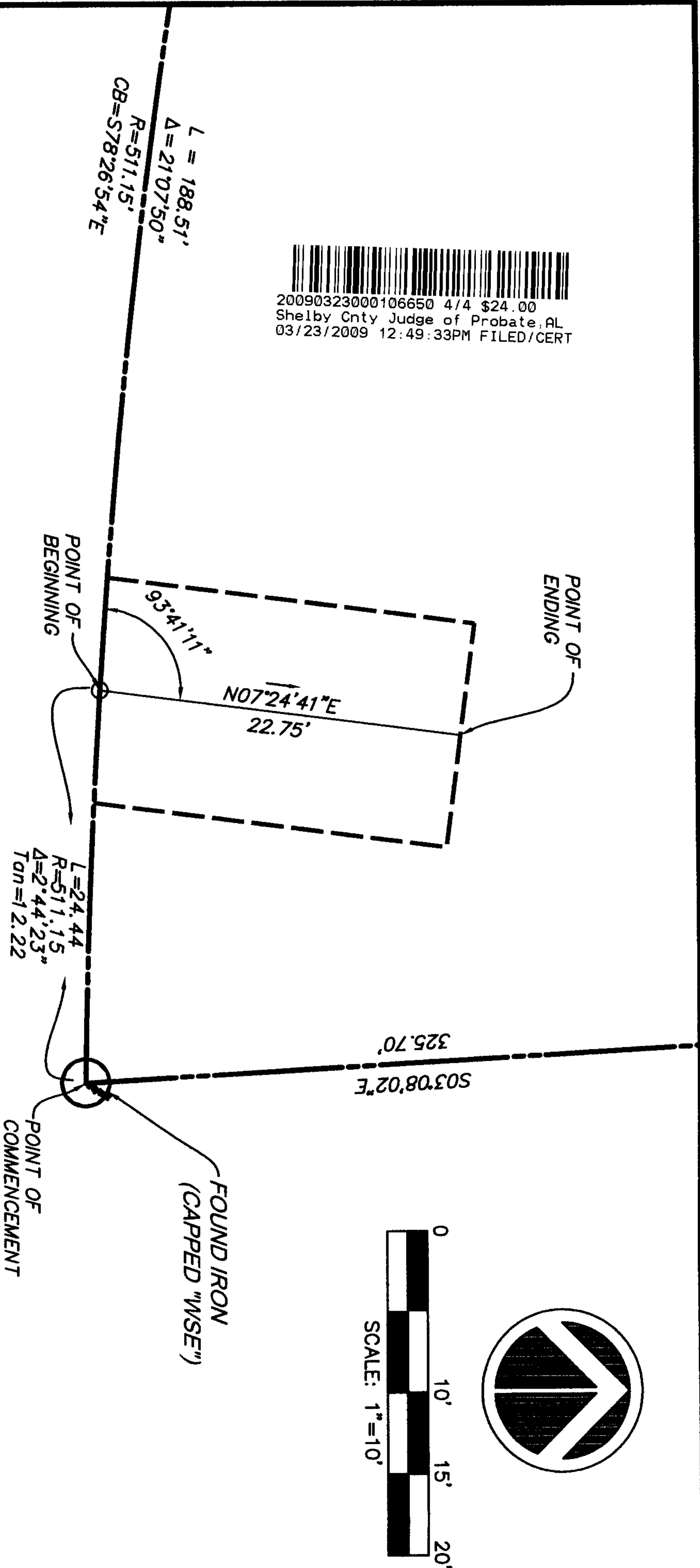
Michelle Lowart

Notary Public for the State of Alabama

My commission expires 2-18-13



20090323000106650 4/4 \$24.00
Shelby Cnty Judge of Probate, AL
03/23/2009 12:49:33PM FILED/CERT



LAI ENGINEERING
ONE PERIMETER PARK SOUTH
SUITE 4405
BIRMINGHAM, AL 35243
PHONE: 205.503.4660
FAX: 205.503.4663
WWW.LAIENGINEERING.COM

GREYSTONE COSMETIC CENTER, LLC
PREPARED FOR
JOHNSON KREIS CONSTRUCTION
VILLAGE STREET
HOOVER, AL

DATE: 3/9/2009

JOB NO. 478

DWG NO. 478

EXH A

SHEET

03/23/2009