


20091228000470110 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
12/28/2009 01:20:56 PM FILED/CERT

PERMANENT EASEMENT DEED

REEVES PROPERTIES, LLC

PID #: 03 9 32 0 002 005.071

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 33, Page Number 36, Lot "A", in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

**5 FOOT WIDE WATERLINE EASEMENT
SHELBY COUNTY, ALABAMA**

A parcel of land situated in the Southeast quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Lot "A", Hugh Daniel Park, as recorded in Plat Book 33, page 36, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on the Southernmost right of way line of Hugh Daniel Drive; thence run in a Northeasterly direction along the North line of said Lot "A" for a distance of 5.00 feet; thence turn an exterior angle of 270 degrees 02 minutes 17 seconds to the right and run in a Southeasterly direction for a distance of 15.03 feet to the point of commencement of a non-tangent curve to the right, said curve having a radius of 85.00 feet, a central angle of 90 degrees 21 minutes 41 seconds, an exterior angle of 225 degrees 02 minutes 55 seconds to the right to chord for a chord distance of 120.59 feet; thence run along arc of said curve for a distance of 134.05 feet; thence turn an exterior angle of 225 degrees 10 minutes 50 seconds to the right from chord of said curve and run in a Southwesterly direction for a distance of 72.07 feet; thence turn an exterior angle of 130 degrees 43 minutes 39 seconds to the right and run in a Southwesterly direction for a distance of 62.01 feet; thence turn an exterior angle of 310 degrees 41 minutes 42 seconds to the right and run in a Northwesterly direction for a distance of 6.59 feet to a point on the West line of said Lot "A"; thence turn an exterior angle of 229 degrees 18 minutes 18 seconds to the right and run in a Northeasterly direction along said West line for a distance of 60.00 feet; thence turn an exterior angle of 229 degrees 16 minutes 21 seconds to the right and run in a Northeasterly direction



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along said West line for a distance of 74.36 feet to the point of commencement of a non-tangent curve to the left, said curve having a radius of 80.00 feet, a central angle of 90 degrees 21 minutes 55 seconds, an exterior angle of 134 degrees 49 minutes 02 seconds to the right to chord for a chord distance of 113.50 feet; thence run along arc of said curve and along said West line for a distance of 126.17 feet; thence turn an exterior angle of 134 degrees 57 minutes 12 seconds to the right from chord of said curve and run in a Northwesterly direction for a distance of 15.03 feet to the POINT OF BEGINNING. Said parcel contains 1,397 square feet or 0.03 acres 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 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 23rd day of December, 20 09.

REEVES PROPERTIES, LLC

By: Aimee Reeves
Aimee Reeves, Manager

WITNESSES:

Dee Lelia

December 23rd, 2009

STATE OF ALABAMA

Shelby COUNTY

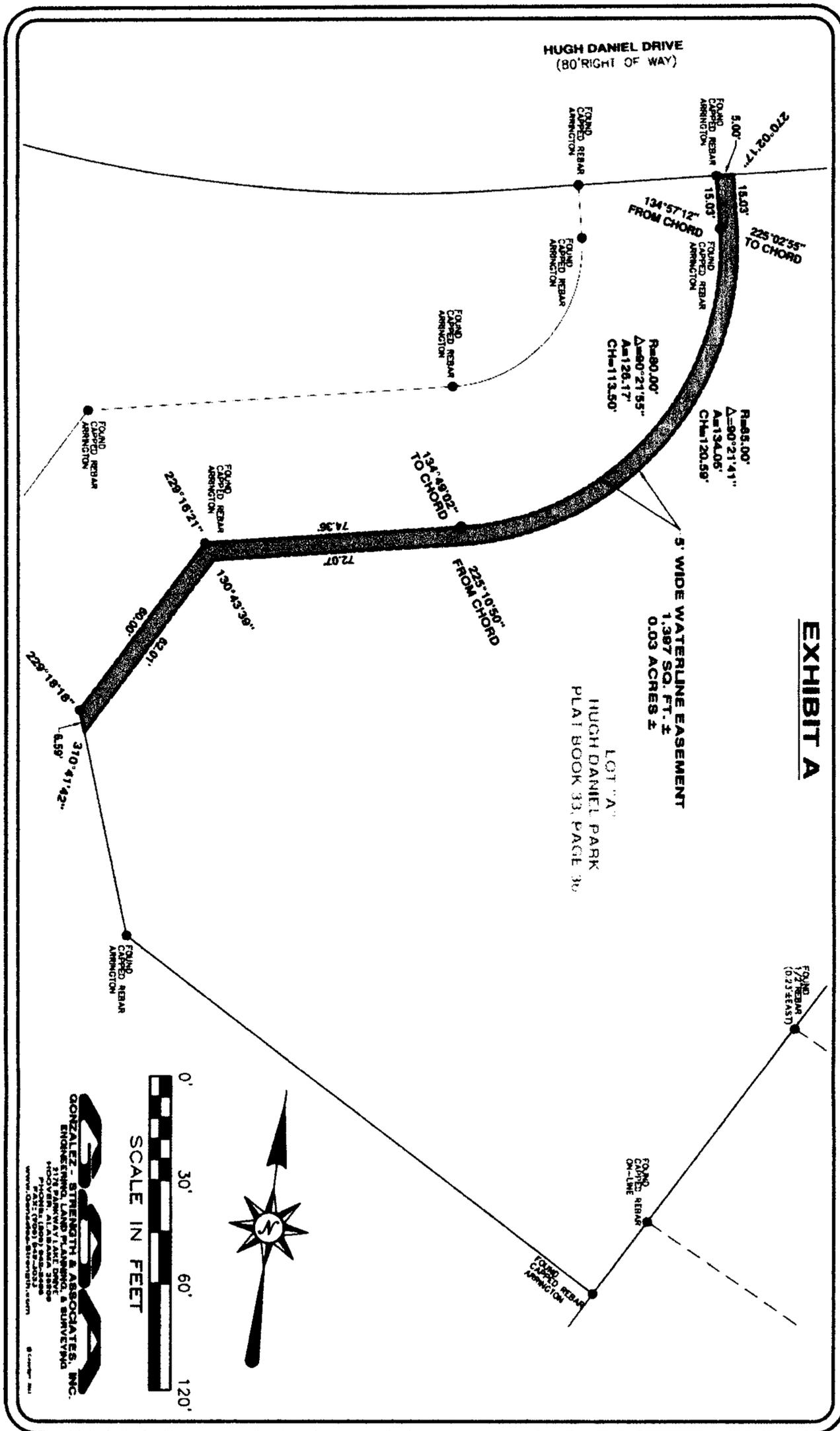
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that Aimee Reeves, whose name as Manager of Reeves Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument, as Grantor, and who is known to me, acknowledged before me on this day that, after being duly informed of the contents of said instrument, she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 23rd day of December, 20 09.

Michelle Cowart

Notary Public for the State of Alabama

My commission expires February 18, 2013



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