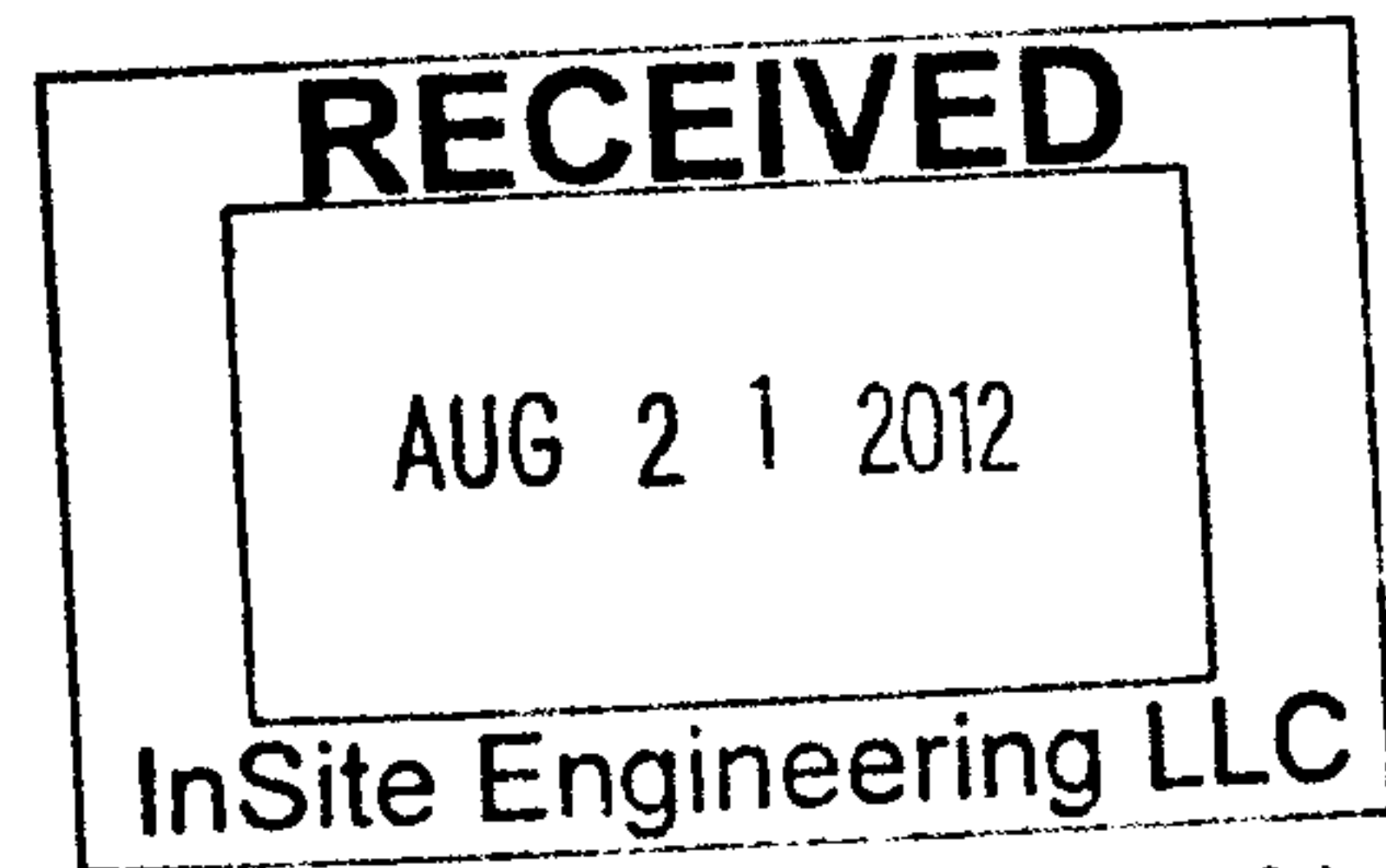


PERMANENT EASEMENT DEED

STATE OF ALABAMA)

SHELBY COUNTY)

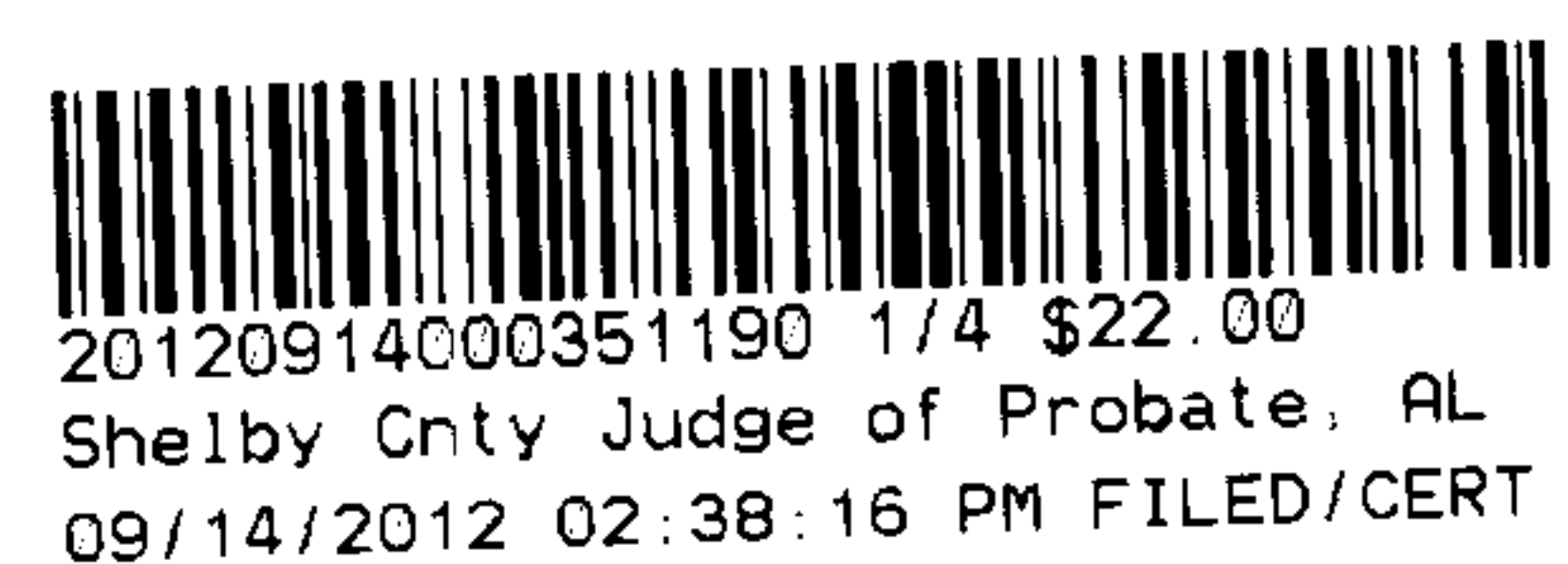


\$500. LKB

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 LESLEY K. BRANNEN and wife, JEANNE BRANNEN (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 Instrument Number: 20030324000176420 in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A WATER LINE EASEMENT BEING DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of the Southwest one-fourth of the Northeast one-fourth of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 85° 42' 40" West along the North boundary of said quarter-quarter section for a distance of 544.77 feet; thence proceed South 03° 50' 03" East for a distance of 30.0 feet; thence proceed South 85° 55' 36" West for a distance of 70.54 feet; thence proceed South 00° 26' 17" West for a distance of 1195.07 feet to a 4" x 4" metal post in place, said point being located on the Northerly right-of-way of U. S. 280 Highway; thence proceed North 87° 06' 38" West along the right-of-way of said highway for a distance of 56.27 feet to the point of beginning of said water line easement. From this beginning point continue North 87° 06' 38" West along the right-of-way of said highway for a distance of 217.37 feet; thence turn an deflection angle of 87° 34' 46" to the right and proceed Northerly for a distance of 15.0 feet; thence proceed South 87° 06' 38" East for a distance of 6.0 feet; thence turn an angle of 90° to the left and proceed Northerly for a distance of 7.0 feet; thence turn an angle of 90° to the right and proceed Easterly for a distance of 9.0 feet;



thence proceed an angle of 90° to the right and proceed Southerly for a distance of 7.0 feet; thence proceed South 87° 06' 38" East for a distance of 203.0 feet; thence turn an angle of 90° to the right and proceed Southerly for a distance of 15.0 feet to the point of beginning.


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 have free and clear access to the fire vault at all times and the Grantor shall keep the easement free of any vehicles at all times.

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.


20120914000351190 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
09/14/2012 02:38:16 PM FILED/CERT

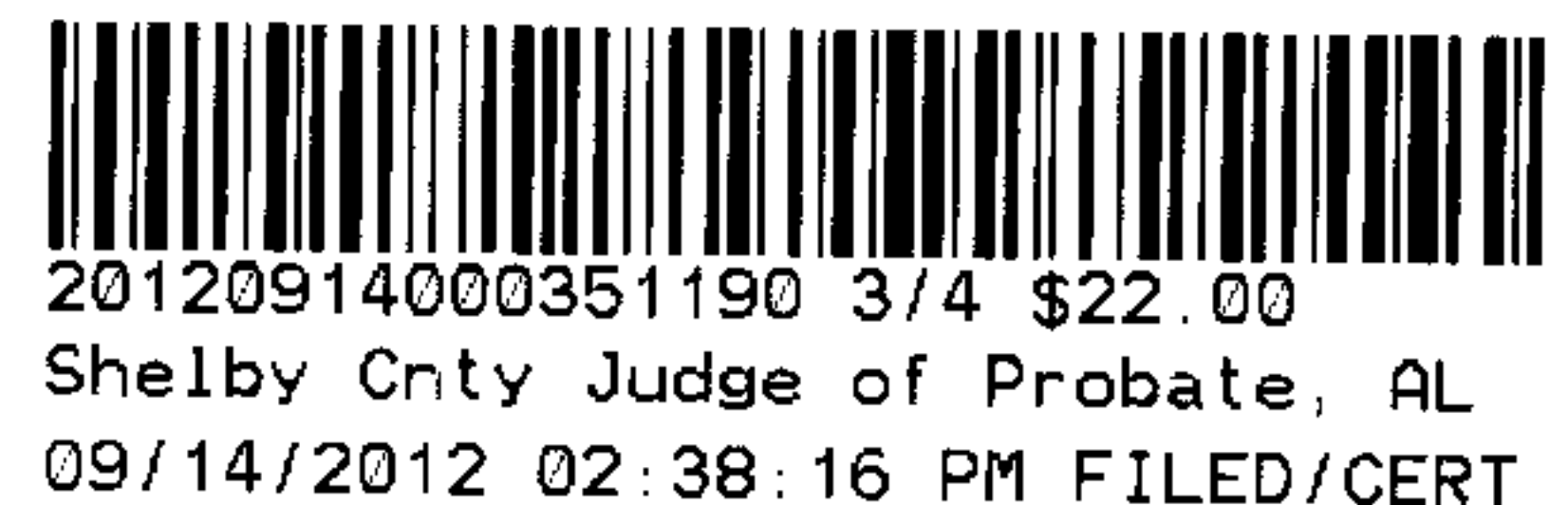
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable 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 17 day of August, 2012.


LESLEY K. BRANNEN

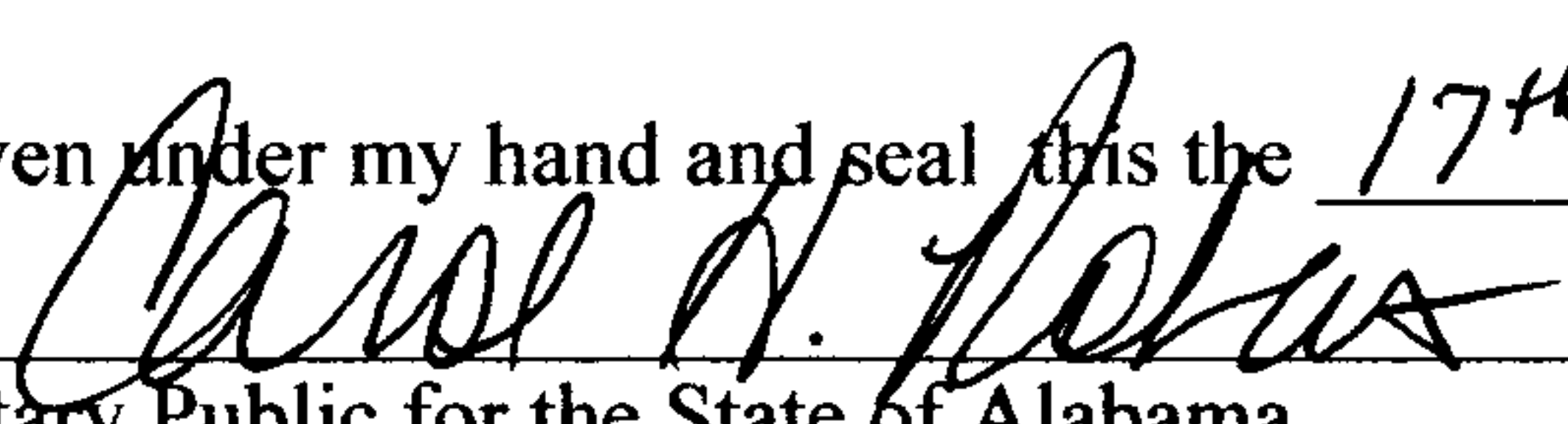

JEANNE BRANNEN

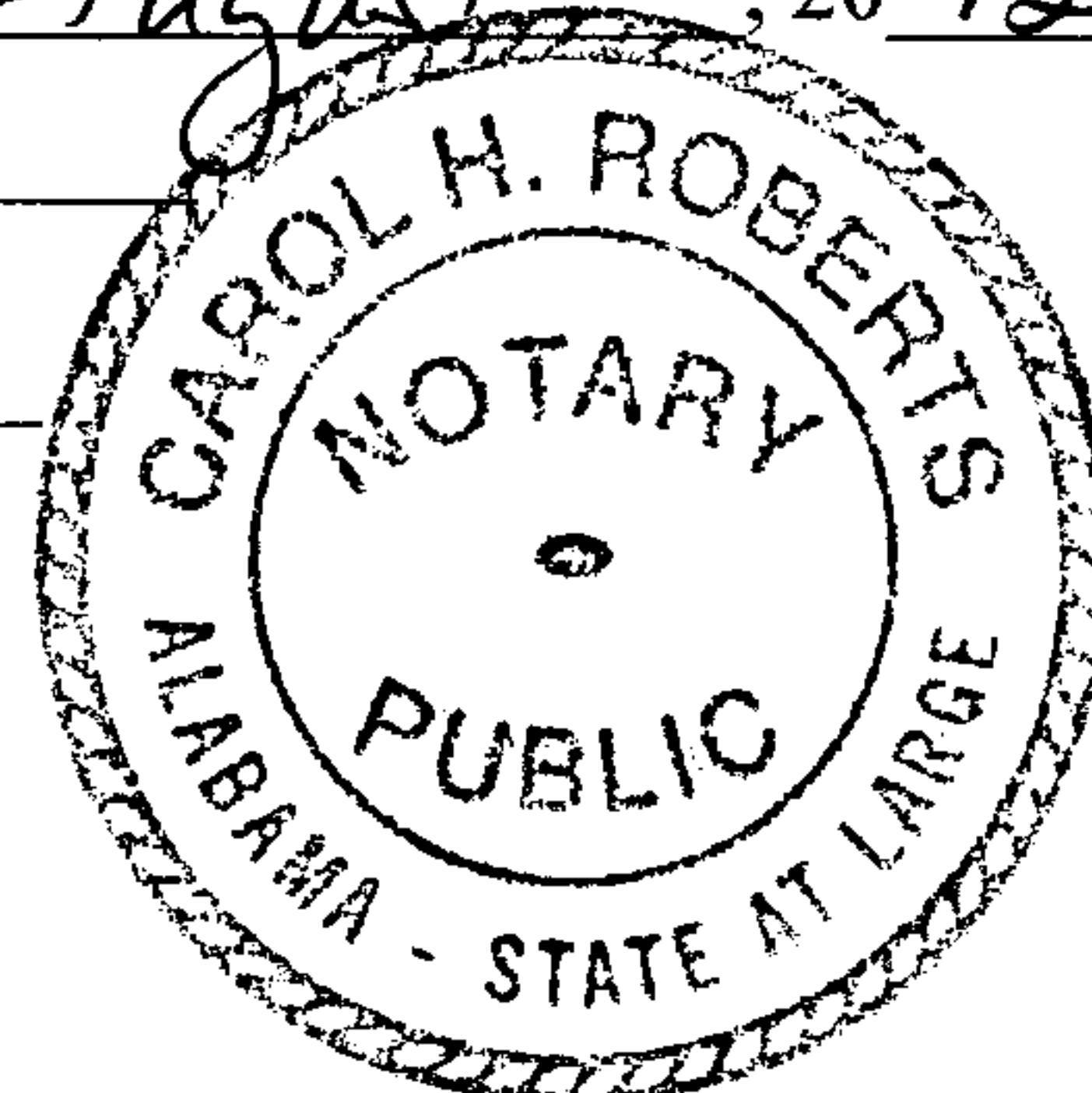


STATE OF ALABAMA

TALLADEGA COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, LESLEY K. BRANNEN and wife, JEANNE BRANNEN, whose names are signed to the foregoing certificate as Grantor, and who are 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 individuals with full authority thereof.

Given under my hand and seal this the 17th day of August, 20 12.

Notary Public for the State of Alabama
My commission expires 8-10-2015



This deed prepared by:
Ray and Gilliland, P. C.
P O. Box 1183
Sylacauga, Alabama 35150

