

PERMANENT EASEMENT DEED

**Lot 468 Forest Parks 4<sup>th</sup> Sect 2<sup>nd</sup> Ph**

**PID 09 5 16 0 001 039.35**

**STATE OF ALABAMA)  
SHELBY COUNTY)**

**Michael W. Haley & Mindy H. Haley**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Two Thousand Dollars(\$2,000) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned Michael W. Haley, Jr and spouse Mindy H. Haley (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 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 **Inst. No 20140307000064850**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

***An easement with one side lying along the Northwest property line of Lot 468, according to the Survey of Forest Parks 4th Sector 2nd Phase, as recorded in Map Book 23, Page 111, in the Office of the Probate Judge of Shelby County, Alabama; and with the opposite side lying 15 feet Southeast of, parallel with, and adjacent to the Northwest Line of said lot as shown in 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.

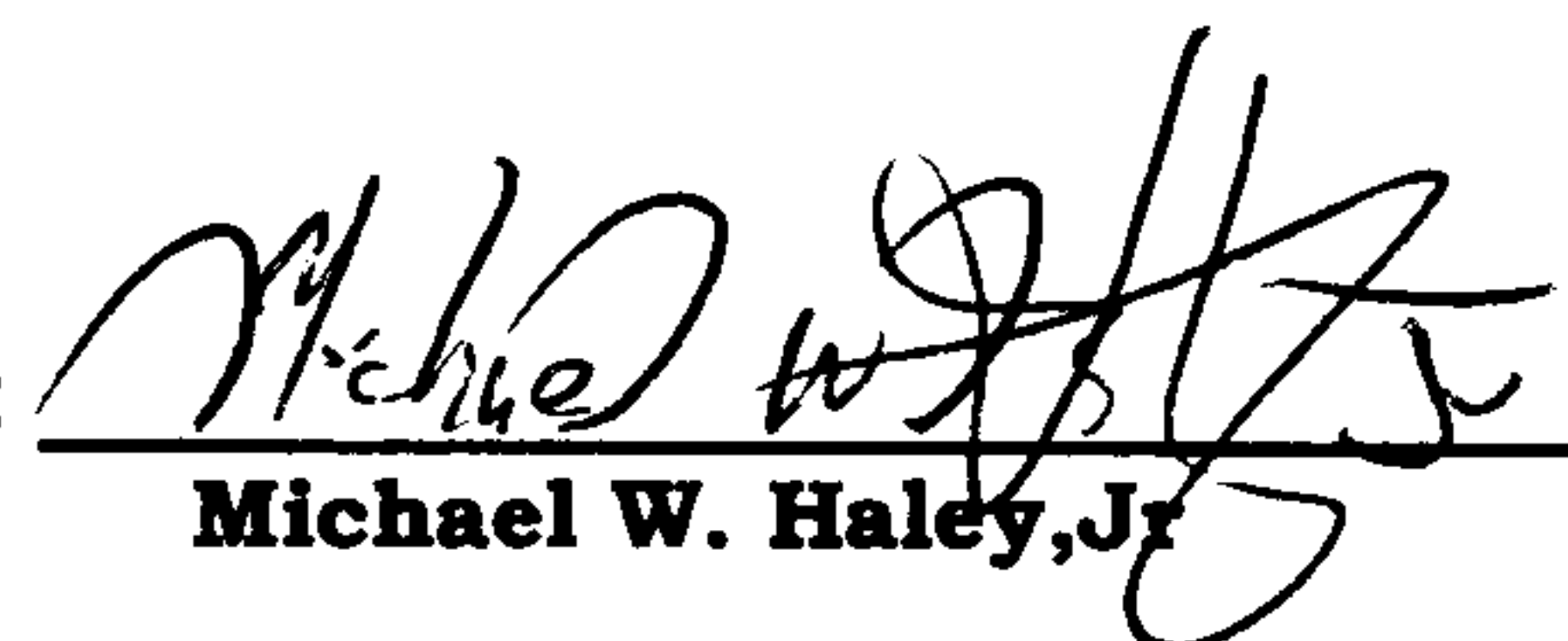
The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing 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. Grantee shall not , however, construct any appurtenance or any structure on or above the existing surface and all water lines and utilities placed within the easement herein granted shall be located underground.

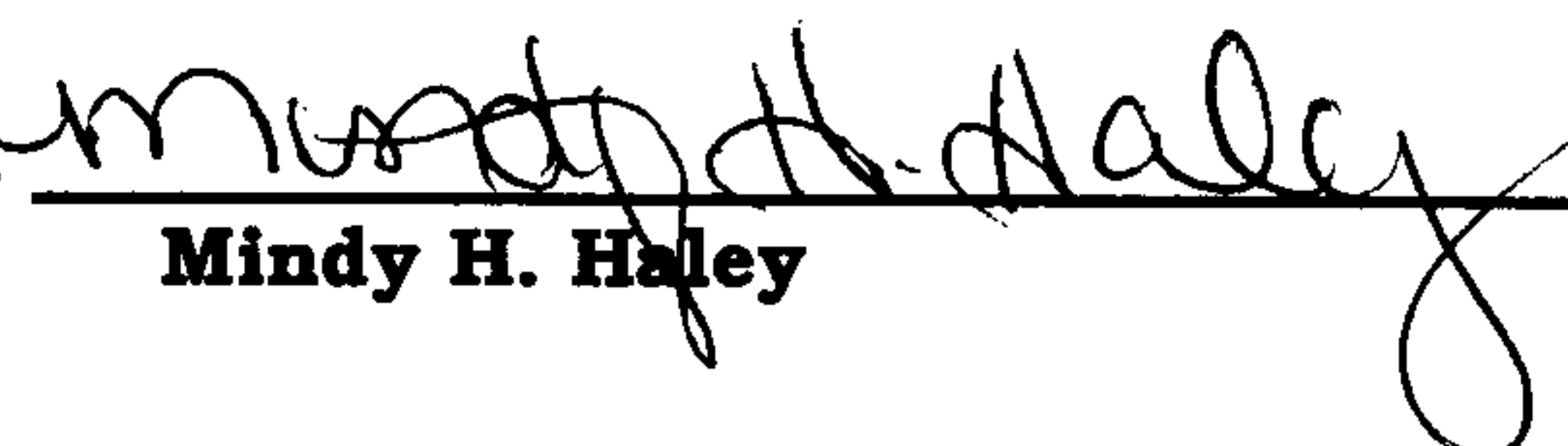
The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

Grantee agrees to leave the property substantially as found upon commencement of any 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 undersigned have hereunto set their hands and seals, all on this ~~10~~<sup>16</sup> day of July, 2014..


By:   
Michael W. Haley, Jr.


By:   
Mindy H. Haley

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, **Michael W Haley, Jr and wife Mindy H Haley**, whose names are signed to the foregoing certificate as Grantors, and who are known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, they did execute the same voluntarily on the date given above.

Given under my hand and seal this the 18<sup>th</sup> day of July, **2014**

  
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Notary Public for the State of Alabama  
My commission expires 8/1/2017

  
20140822000265280 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
08/22/2014 02:54:48 PM FILED/CERT

This instrument prepared by:

Shelby County Water Services  
P. O. Box 10  
Columbiana, AL 35051