

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by MARGARET WOODRUFF WAKEFIELD (herein "Grantee"), the receipt whereof is hereby acknowledged, CAHABA WATER RENOVATION SYSTEMS, INC., a corporation (herein "Grantor"), does hereby grant unto Grantee, and her heirs and assigns, an easement for a roadway and for underground utility lines and appurtenances, said easements being situated in Shelby County, Alabama and being described as follows:

A sixty foot (60') roadway easement and underground utility line easement, lying and being situated within a part of Lot 2-E, according to a Resurvey of Lot "2-D", Cahaba River Park, as recorded in Map Book 8, Page 110, in the Probate Office of Shelby County, Alabama, the centerline of each easement being the same, and said centerline being described as follows:

To reach the point of beginning, start at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, said point also being the SW corner of Lot 2-E according to the Map of "Resurvey of Lot 2-D, Cahaba River Park" as recorded in Map Book 8, Page 110, Probate Office of Shelby County, Alabama; thence run northerly along the west line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and said Lot 2-D a distance of 330.0 feet to a point on said West line of the $\frac{1}{4}$ - $\frac{1}{4}$ and Lot 2-D, said point being the SE corner of a parcel owned by Margaret Woodruff Wakefield as described in deed recorded in Real Volume 554, Page 122, Probate Office of Jefferson County, Alabama; then continue North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ and Lot 2-D a distance of 30.0 feet to the Point of Beginning of the centerline of the easements herein described. Thence, from said Point of Beginning, turn 90°00'00" right from last named course and run easterly 526.92 feet to a point on the centerline of a 60 foot ingress/egress easement as shown on said recorded Map; thence northerly along the centerline of said 60 foot ingress/egress easement to a point on the south boundary line of River View Road, said point being the End Point of the centerline of the easements herein described.

Said easement areas being shown on the map attached hereto as Exhibit "A".

The above easements are granted to Grantee upon the following terms and conditions:

1. The above easements are granted for the exclusive purpose of providing a means of ingress and egress by pedestrian or vehicle travel and for providing a means of running utility lines, exclusively to the property of Grantee described on Exhibit "B" hereto, and for no other property; provided, that such limitation shall not apply after such time, if ever, as such Easement Area shall have been dedicated to and accepted by a municipality, county, state or other governmental entity as hereinafter provided.

Balch, B. [Signature]

2. In the event that Grantor should acquire title to the property described on Exhibit "B" prior to any dedication of the Easement Area as hereinafter provided, then the easements granted herein shall terminate and be void and of no force or effect.

3. In the event that Grantor does not acquire title to the property described on Exhibit B hereto on or before JUNE 27th, 1984, Grantee, her heirs or assigns shall have the right to dedicate the Easement Area to a municipality, county, state or other governmental entity for roadway and underground utility line purposes without any consent of Grantor, its successors or assigns; provided, that Grantor agrees to provide any consents necessary to complete said dedication. It is specifically understood and agreed that Grantee has given Grantor an option to acquire the property described on Exhibit B, such option to be exercised within one year from the date hereof, and that Grantee shall have no right to dedicate the Easement Area as aforesaid until such time as Grantee has failed to exercise the option and the option agreement has expired.

TO HAVE AND TO HOLD unto the said Grantee, her heirs and assigns, on the terms set forth herein.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed on this the 23rd day of June, 1983.

CAHABA WATER RENOVATION SYSTEMS,
INC.

WITNESS

George E. Hender

By: Charles G. Buelman
Charles G. Buelman, its President

CONSENT OF MORTGAGEE

City Federal Savings and Loan Association, mortgagee of Lot 2-E as described above under mortgage recorded in Mortgage Book 431, Page 235, Probate Office of Shelby County, Alabama, hereby consents to and joins in the above grants of easements.

WITNESS

George E. Hender

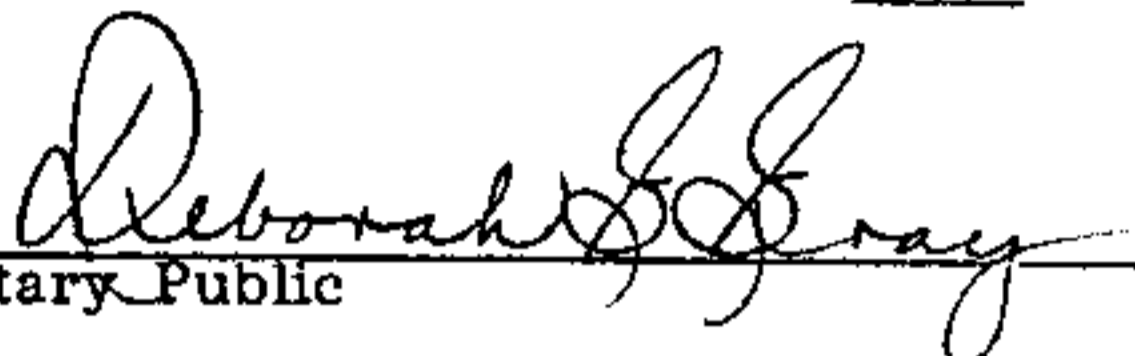
CITY FEDERAL SAVINGS AND LOAN
ASSOCIATION

By: Louis A. Williams
Its

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Deborah G. Gray, a Notary Public in and for said County in said State, hereby certify that Charles G. Bueltman, whose name as President of Cahaba Water Renovation Systems, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 23rd day of June, 1983.

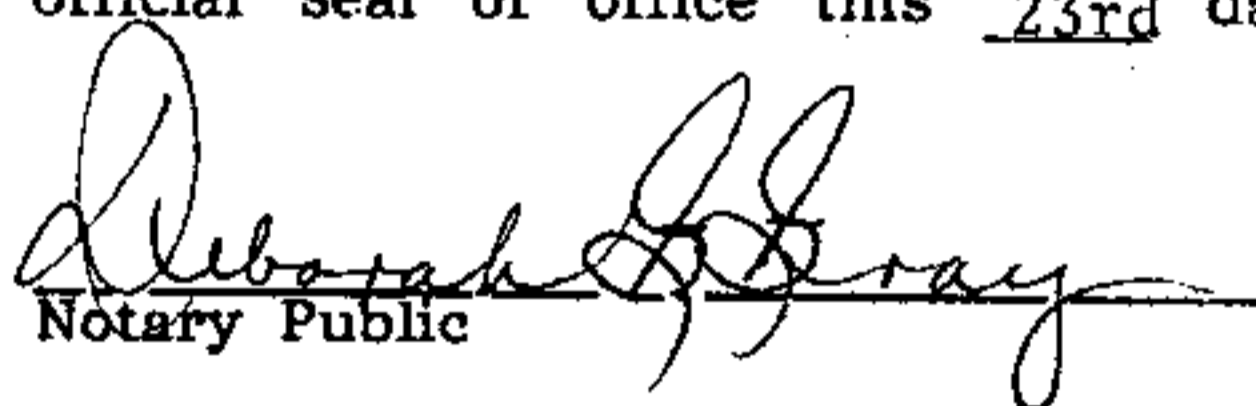

Notary Public

My Commission expires: 5-12-87

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Deborah G. Gray, a Notary Public in and for said County in said State, hereby certify that Louie A. Williams, Jr., whose name as Sr. Vice President of City Federal Savings and Loan Association, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 23rd day of June, 1983.


Notary Public

My Commission expires: 5-12-87

This instrument prepared by
RANDOLPH H. LANIER
P. O. Box 306
Birmingham, Alabama 35201

CAHABA RIVER PARK TRUST ADDITION

VOL 8 PG 62

NW 1/4 OF NE 1/4

1-A

BOOK 348 PAGE 208

JEFFERSON CO.

1088.54' SHELBY CO. CHORD

WAKEFIELD
PROPERTY
REAL 554/PG 122

SW 1/4 OF NE 1/4

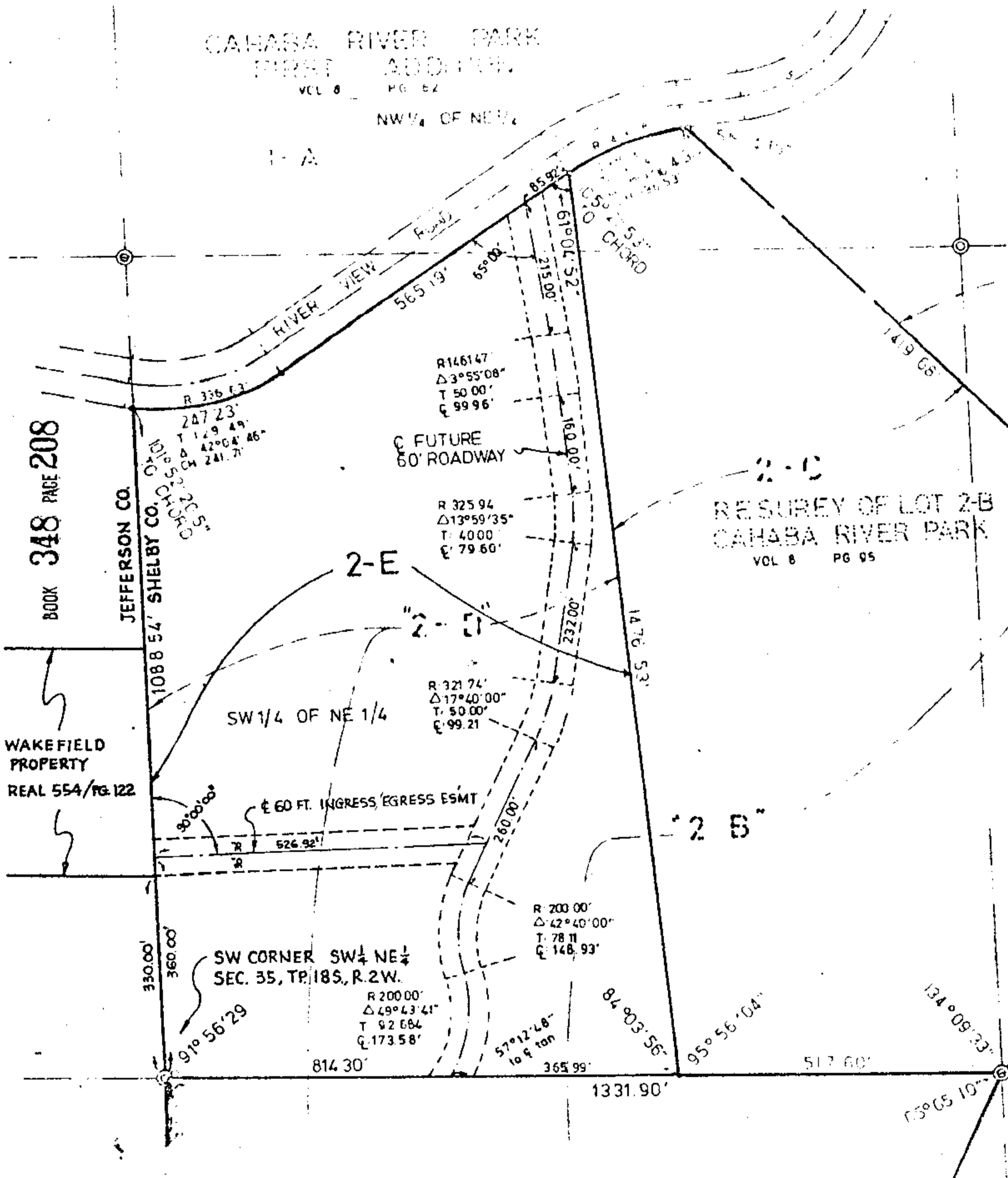
SW CORNER SW 1/4 NE 1/4
SEC. 35, TP. 18S, R. 2W.

60' FUTURE
ROADWAY

RESURVEY OF LOT 2-B
CAHABA RIVER PARK

VOL 8 PG 95

EXHIBIT "A"



Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
Richmond, Virginia

SCHEDULE A cont'd.

That part of the following described lands lying East of the Cahaba River:

Part of the SE 1/4 of the NW 1/4 of Section 35, Township 18 South, Range 2 West, more particularly described as follows: To reach the point of beginning start at the southwest corner of the SE 1/4 of NW 1/4 of Section 35, Township 18 South, Range 2 West; thence North along the Western boundary of said SE 1/4 of NW 1/4 a distance of 330 feet which is the point of beginning; thence North along said straight line a distance of 374.9 feet; thence turn an angle of 87° and 53' to the right running in an easterly direction a distance of 1343.7 feet to the eastern boundary of said SE 1/4 of NW 1/4; thence turn an angle of 89° and 10' to the right a distance of 277.2 feet; thence turn an angle of 90° and 43' to the right running Westerly in a straight line a distance of 1342 feet to the point of beginning.

SUBJECT TO:

Any rights of way existing in favor of the Alabama Power Company by document recorded in Book 2341 at Page 215 and any easement for a private road existing by virtue of document recorded in Book 3562, Page 50.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NOTICE WAS FILED

1983 JUL -1 AM 9:38

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed TAX .50
Rec 7.50
Jud 1.00

9.00

EXHIBIT

B

A 2 G 33491
Schedule _____ Page _____ No.