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CORRETTI & NEWSOM
1804 - 7th Avenue North
Birmingham, Alabama 35203

RECEIVED

FEB 10 1934

THE STATE OF ALABAMA

SHELBY COUNTY

WATER LINE EASEMENT SON, INC

\$500.00

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, V. C. Handy and wife, Bobbie L. Handy and Homer L. Dobbs and wife, Peggy R. Dobbs ("Handy-Dobbs") did heretofore cause to be filed a subdivision map of Brush Creek Farms in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 8, Page 89; and,

WHEREAS, said map of Brush Creek Farms reflects a 60 foot easement for roadway and public utilities which extends from the southerly right-of-way line of Shelby County Road No. 26 right-of-way, generally in a southerly direction, to the easterly line of Lots 9 and 10 of said record map; and,

WHEREAS, Handy-Dobbs desire to grant unto Little Waxie Water Authority a 10 foot perpetual easement for the maintenance, operation and repair of a water line over, on, under and across the following described real property, located and situated in the Brush Creek Farms Subdivision in Shelby County, Alabama:

The Westerly 10 feet of the 60 foot easement for roadway and public utilities shown in said subdivision map of Brush Creek Farms. The water line as laid and constructed shall be the center line of said 10 foot easement, with there being 5 feet on each side of said center line. Said easement is outlined in red on Exhibit "A" which is attached hereto and incorporated herein by reference.

and,

WHEREAS, Handy-Dobbs desire to grant unto Little Waxie Water Authority the right and privilege of using the said 60 foot easement for roadway and public utilities for the purpose of having full and complete access at all times to the said 10 foot perpetual easement for maintenance, operation and repair of said water lines within the 10 foot easement herein-after described.

BOOK 357 PAGE 648

Return to WEH4F.

NOW, THEREFORE, in consideration of the premises, the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to Handy-Dobbs by Little Waxie Water Authority, the receipt, adequacy and sufficiency whereof is hereby acknowledged, said Handy-Dobbs do hereby grant, bargain, sell and convey unto said Little Waxie Water Authority a perpetual easement 10 feet wide over, on, under and across the following described real property, located and situated in the Brush Creek Farm Subdivision in Shelby County, Alabama:

The Westerly 10 feet of the 60 foot easement for roadway and public utilities shown in said subdivision map of Brush Creek Farms. The water line as laid and constructed shall be the center line of said 10 foot easement, with there being 5 feet on each side of said center line. Said easement is outlined in red on Exhibit "A" which is attached hereto and incorporated herein by reference.

Said easement is to be used by Little Waxie Water Authority to operate, maintain and repair the water line located within said easement.

For the consideration mentioned hereinabove, Handy-Dobbs do hereby grant, bargain, sell, convey and deliver to Little Waxie Water Authority the water line which is in place and located within the water line easement conveyed hereby.

The undersigned Handy-Dobbs, for the consideration hereinabove mentioned, do hereby grant, bargain, sell and convey unto said Little Waxie Water Authority the right and privilege of using the 60 foot easement for roadway and public utilities described in the second paragraph of the premises hereof for the purpose of Little Waxie Water Authority having full and complete access at all times to the said 10 foot easement for roadway and public utilities for the purpose of maintenance, operation and repair of said water line. This right and privilege shall continue so long as Little Waxie Water Authority, its successors and assigns, maintain and operate said water line on, in and under the Westerly 10 feet of the said 60 foot easement.

The undersigned Handy-Dobbs, for the consideration hereinabove mentioned, do hereby grant, bargain, sell and convey unto said Little Waxie Water Authority the right and privilege of performing such work and maintenance as may from time to time be necessary and required to maintain the water stubouts which extend from the main across the road to meter locations on the properties served by the water line. This right and privilege shall continue so long as Little Waxie Water Authority, its successors and assigns, maintain and operate the said water line on, in and under the Westerly 10 feet of said 60 foot easement.

The undersigned Handy-Dobbs, for the consideration hereinabove mentioned, do hereby grant, bargain, sell, convey, transfer and deliver to Little Waxie Water Authority the water meters now installed or hereafter to be installed along the said 60 foot easement, but in no event do the undersigned convey, transfer and deliver unto Little Waxie Water Authority more than five (5) water meters. In no event will Handy-Dobbs purchase or acquire water meters for any of the owners of properties serviced by the said water line, other than the five meters mentioned hereinabove.

TO HAVE AND TO HOLD under the said Little Waxie Water Authority, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned V. C. Handy and wife, Bobby L. Handy and Homer L. Dobbs and wife, Peggy R. Dobbs, have hereunto set their hands and seals on this the 24th day of Feb., 1984.

WITNESS:

V. C. Handy (SEAL)
V. C. Handy

Bobbie L. Handy (SEAL)
Bobbie L. Handy

Homer L. Dobbs (SEAL)
Homer L. Dobbs

Peggy R. Dobbs (SEAL)
Peggy R. Dobbs

THE STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that V. C. Handy and wife, Bobbie L. Handy, whose names are signed to the foregoing Water Line Easement, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24th day of February, 1984.

Christine A. Drummond
Notary Public 8-11-84

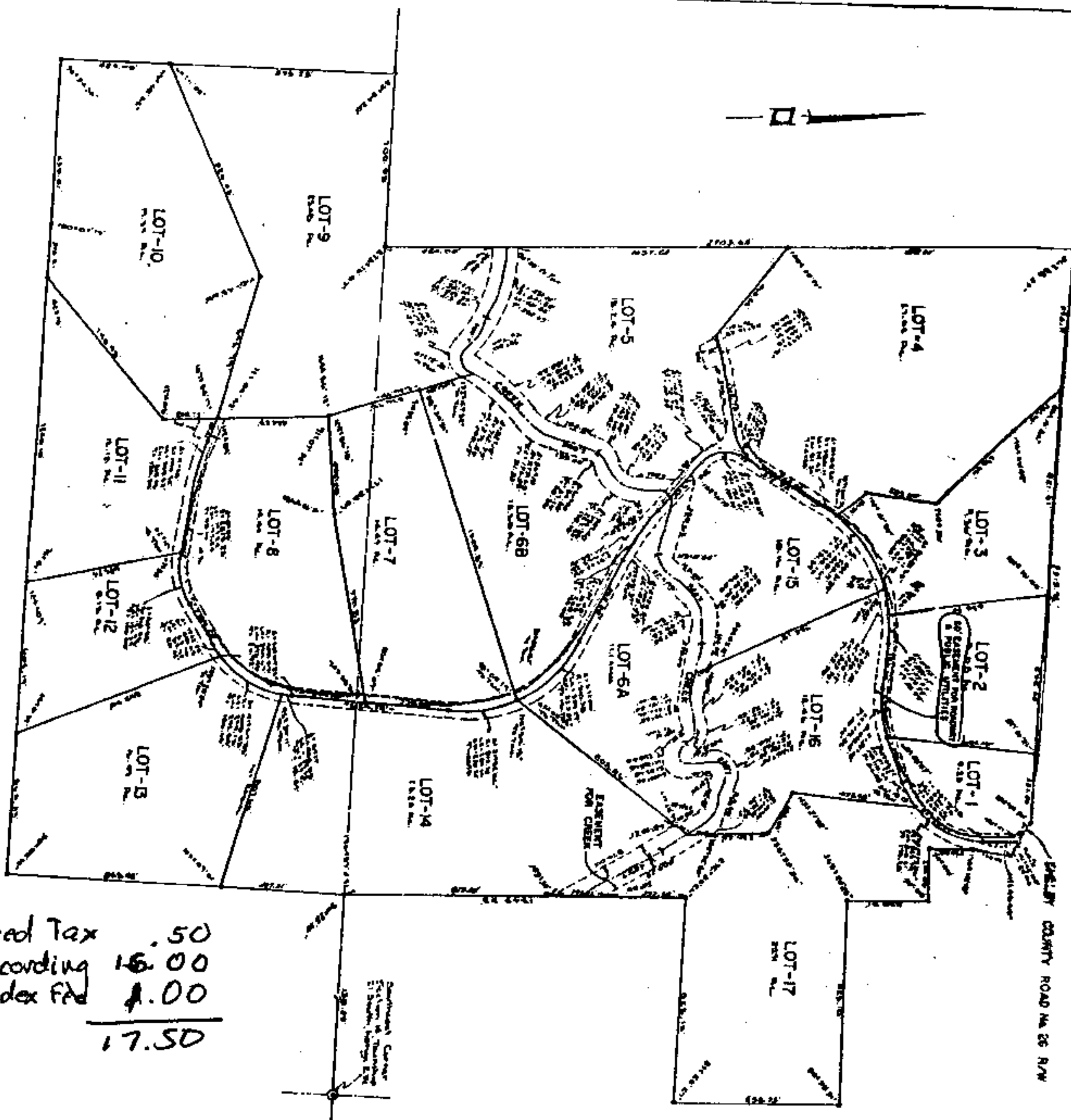
THE STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Homer L. Dobbs and wife, Peggy R. Dobbs, whose names are signed to the foregoing Water Line Easement, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24th day of Feb, 1984.

Ralph A. Scott
Notary Public



Deed Tax .50
Recording 16.00
Index Fee 1.00

17.50

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

1984 JUL 26 PM 1:30

Thomas A. Sullivan Jr.
NOTARY PUBLIC

NOTARY PUBLIC
SHELBY COUNTY, ALA.
My Comm. Expires 12/31/85

Paul T. Davis
OWNER

James A. Davis
OWNER

James A. Davis
OWNER

James A. Davis
OWNER

James A. Davis
OWNER

James A. Davis
OWNER

James A. Davis
OWNER