

**STATE OF ALABAMA)**

**COUNTY OF SHELBY)**

**TITLE NOT EXAMINED**

**SEWER EASEMENT AND RIGHT-OF-WAY**

*\$ 500.00*  
KNOW ALL MEN BY THESE PRESENTS, **Barry L. Nabors** and wife, **Tiffany H. Nabors**, (herein known as "Grantor"), for and in consideration of the sum of Ten & 00/100 Dollars (\$10.00) to us in hand paid by **David A. Daniel** and wife, **Sharon M. Daniel** (herein known as "Grantee") the receipt whereof is acknowledged, do hereby bargain, grant, sell, and convey unto said Grantee, its successors or assigns, an easement and right-of-way for sanitary sewer purposes to install, maintain, operate, remove, replace and utilize a sewer main line or lateral within and all other necessary activities including stations, access points, stubouts and manholes, over and across Lot 8 of the following described real property to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to all mortgages, previous conveyances, easements, covenants, restrictions and reservations of record.

And, as shall be reasonable and necessary for purposes of a sanitary sewer to install, maintain, operate, remove, replace and utilize a sewer main line or lateral the Grantor further grants bargains and sells Grantee rights of ingress and egress over along and across the above described and rights to excavate within the above described easement and right-of-way .

And, Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right to maintain, to cut and keep clear all vegetation growing on or above said easement and right-of-way to keep clean other obstructions that may restrict the quiet enjoyment of said easement.

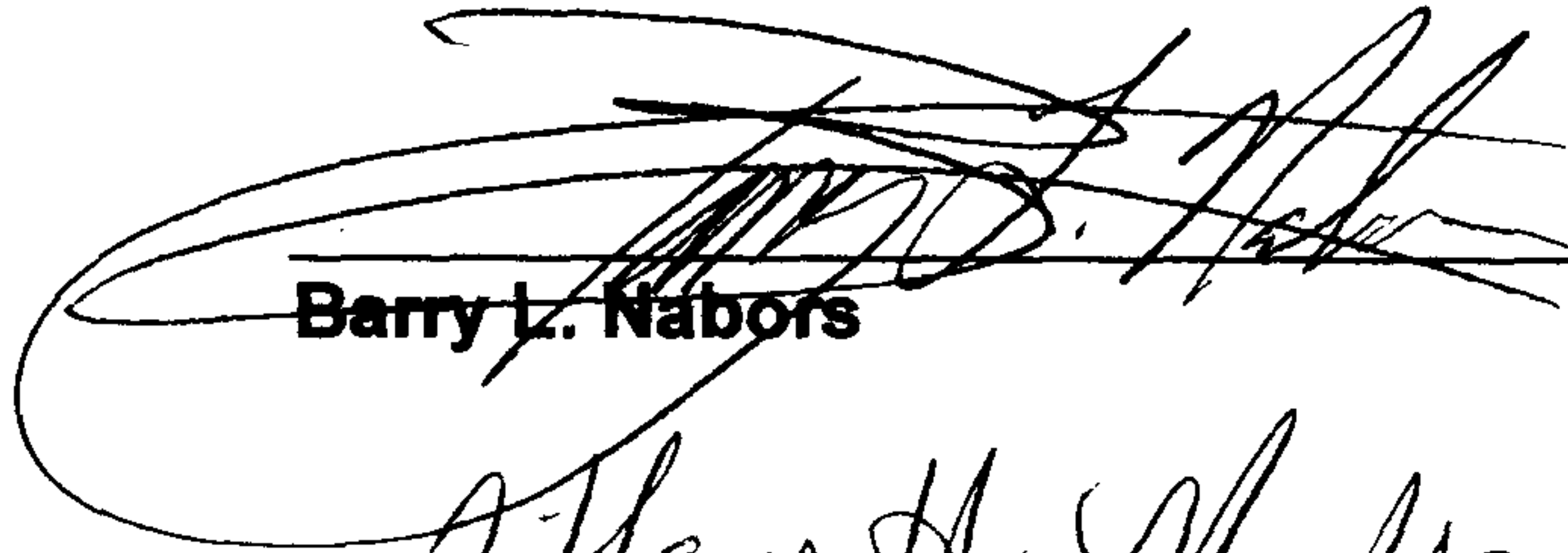
TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.


And I (we) do for myself (our self) and for my (our) heirs, executors, administrators, successors and assigns covenant with the said Grantee, its successors and assigns, that I (we) am (are) lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and

defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have set our hands and seals this the 15<sup>th</sup> day of August, 2004.

**GRANTOR:**

  
\_\_\_\_\_  
**Barry L. Nabors**

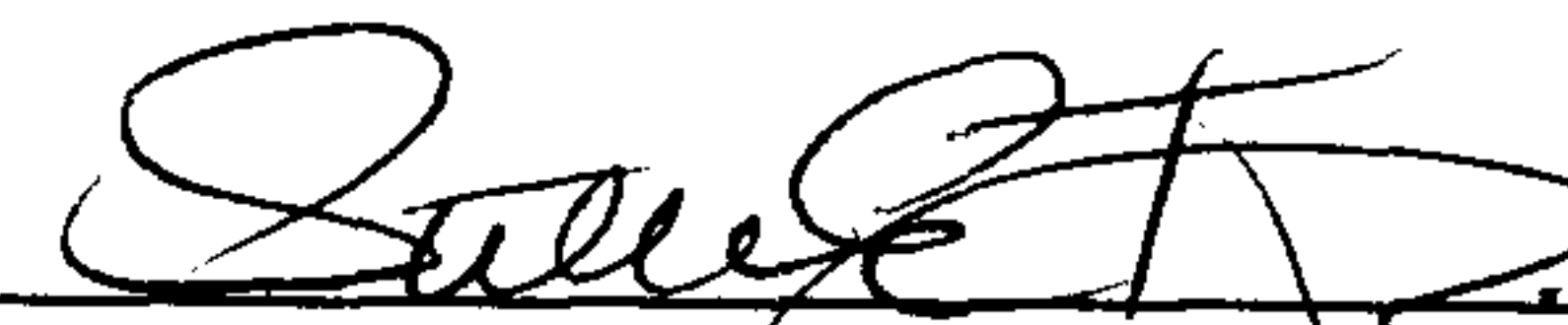
  
\_\_\_\_\_  
**Tiffany H. Nabors**

**ACKNOWLEDGMENT**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Before me, Stella Tipton, a Notary Public for said County, in said State, hereby certify that **Barry L. Nabors** and **Tiffany H. Nabors** whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he (she or they) voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of August, 2004.

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
My Commission Expires **Alabama State At Large**  
My Commission Expires **Feb. 6, 2007**

Prepared by: **Stella Tipton Attorney**  
2363 Lakeside Dr.  
Birmingham, Alabama 35244

**SANITARY SEWER EASEMENT  
FOR LOT 8 BENT RIVER COMMONS**

20040816000457580 Pg 3/3 17.50  
Shelby Cnty Judge of Probate, AL  
08/16/2004 08:35:00 FILED/CERTIFIED

State of Alabama  
Shelby County

Being a part of Lot 8 Bent River Commons as recorded in Map Book 20, Page 76, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows;

Begin at the Northwest corner of said Lot 8; Thence run South 74 degrees 13 minutes 15 seconds East along the North line of said Lot 8 a distance of 77.67 feet to the Point of Beginning, said point being on the centerline of said 20 foot easement; Thence run South 20 degrees 35 minutes 08 seconds West for a distance of 45.64 feet; Thence run South 7 degrees 50 minutes 35 seconds West for a distance of 14.20 feet; Thence run South 8 degrees 53 minutes 38 seconds East a distance of 32.30 feet; Thence run South 7 degrees 18 minutes 45 seconds West a distance of 19.36 feet; Thence run South 42 degrees 47 minutes 29 seconds East a distance of 17.15 feet to a point on the North line of lot 7 of said Bent River Commons, also being the Point of Ending. Said easement lying 10 feet on each side of said described centerline.

