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Shelby Cnty Judge of Probate, AL
02/18/1977 12:00:00AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

5678

E A S E M E N T

This agreement is entered into between Johnson-Rast & Hays Company (hereinafter simply referred to J-R&H) and Charles R. Poole and wife, Marjorie T. Poole (hereinafter simply referred to as Poole).

W I T N E S S E T H

WHEREAS, J-R&H owns the following described real property:

Lot 22 according to the amended map of Riverchase West as recorded in Map Book 6, page 100, in the Probate Office of Shelby County, Alabama.

Also part of Lot 21 according to Riverchase West as recorded in Map Book 6, page 100, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at the southeast corner of said Lot 21, said point being on the westerly line of Riverchase Parkway West, thence run Westerly along the south line of said Lot 21 for 40.0 feet; thence 136°01'57" right and run Northeasterly for 57.57 feet to a point on the westerly line of said Riverchase Parkway West; thence run southerly along the westerly line of Riverchase Parkway West for 40.0 feet to the point of beginning;

WHEREAS, Poole owns the following described real property, which adjoins the real property owned by J-R&H:

Lot 21, according to the amended map of Riverchase West as recorded in Map Book 6, page 100, in the Probate Office of Shelby County, Alabama, except the following described part thereof:

Begin at the southeast corner of said Lot 21, said point being on the westerly line of Riverchase Parkway West, thence run westerly along the south line of said Lot 21 for 40.0 feet; thence 136°01'57" right and run northeasterly for 57.57 feet to a point on the westerly line of said Riverchase Parkway West; thence run southerly along the westerly line of Riverchase Parkway West for 40.0 feet to the point of beginning; and

WHEREAS, Poole purchased its part of Lot 21 described above from J-R&H; and

WHEREAS, at the time of the purchase by Poole of its portion of Lot 21 from J-R&H, J-R&H retained that portion of Lot 21

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701 - 18th STREET, EMULEY

BIRMINGHAM, ALABAMA 35218

described as being owned by it above, being a triangular portion located in the southeast corner of said Lot 21; and

WHEREAS, it was agreed between J-R&H and Poole at the time of the purchase by Poole of its portion of Lot 21 from J-R&H, that J-R&H would grant an easement to Poole on the triangular portion of Lot 21 retained by J-R&H allowing Poole the right to maintain a water meter on said triangular portion for the purpose of serving the residence located on that part of Lot 21 owned by Poole.

NOW, THEREFORE, THE PREMISES CONSIDERED, and in further consideration of the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid by Poole, the receipt and sufficiency of which is hereby acknowledged by J-R&H, J-R&H does hereby grant, bargain, sell and convey unto Poole, Poole's heirs and assigns, an exclusive, permanent easement for maintaining a water meter on the triangular portion of said Lot 21 now owned by J-R&H, being more particularly described as:

Begin at the southeast corner of said Lot 21, said point being on the westerly line of Riverchase Parkway West, thence run westerly along the south line of said Lot 21 for 40.0 feet; thence $136^{\circ}01'57''$ right and run northeasterly for 57.57 feet to a point on the westerly line of said Riverchase Parkway West; thence run southerly along the westerly line of Riverchase Parkway West for 40.0 feet to the point of beginning.

Said easement shall be used by Poole, Poole's heirs and assigns for the purpose of providing water to the residence on the portion of said Lot 21 now owned by Poole. In exercising the rights granted under this easement, Poole, Poole's heirs and assigns shall in no wise interfere with access to and from Lot 22 over the driveway which has been constructed over said triangular portion of Lot 21 now owned by J-R&H. The cost of maintaining said water meter, or any lines or implements pertaining thereto, shall be born by Poole, Poole's heirs and assigns.


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The easement granted herein shall be exclusive and permanent and shall run with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the 16th day of February, 1977.

JOHNSON-RAST & HAYS COMPANY

BY: *Robert E. Reed*

ITS PRESIDENT

Charles R. Poole
CHARLES R. POOLE

Marjorie T. Poole
MARJORIE T. POOLE

STATE OF ALABAMA SHELBY CO.
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED

1977 FEB 18 AM 9:11

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

STATE OF ALABAMA

JEFFERSON COUNTY

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert E. Reed, whose name as President of Johnson-Rast & Hays Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of February, 1977.

Thomas A. Snowdon, Jr.
NOTARY PUBLIC

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles R. Poole and wife, Marjorie T. Poole, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the day of February, 1977.

Thomas A. Snowdon, Jr.
NOTARY PUBLIC

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BIRMINGHAM, ALABAMA 35218