

1244

THIS INSTRUMENT PREPARED BY:
Randolph H. Lanier
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

RETURN TO:
Randolph H. Lanier
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

STATE OF ALABAMA)
COUNTY OF SHELBY)

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: that for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, in hand paid by Cahaba Water Renovation Systems, Inc., a corporation (hereinafter referred to as "GRANTEE"), to EBSCO Industries, Inc., a corporation (hereinafter referred to as "GRANTOR"), the receipt and sufficiency of which is hereby acknowledged, the said GRANTOR does by these presents grant and convey unto the said GRANTEE the following easement for underground utility lines and above ground appurtenances, said easement being situated in Shelby County, Alabama, and being described as follows:

A twenty foot (20') easement in the NE 1/4 of the NW 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, lying South of, contiguous to, and parallel to the North boundary of said 1/4 - 1/4 section and extending from the West boundary of said 1/4 - 1/4 section to the Southwest right-of-way line of U.S. Highway 280, containing 18,700 square feet, more or less.

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BOOK The above easement is more particularly shown on Exhibit "A", attached hereto and made a part hereof.

For the consideration aforesaid, the GRANTOR grants and conveys unto the GRANTEE the right and privilege of perpetual use of the twenty foot (20') utility easement for such utility purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said easement, and the right to cut and keep clear all trees, undergrowth and other obstructions on said easement when deemed reasonably necessary for the avoidance of danger, damage or interference in and about said utility use of said easement.

This is a non-exclusive easement and GRANTOR may grant additional easements for other purposes over the same described prop-

Jack G.

erty, including paved roads and streets perpendicular to and crossing said easement, provided that the use of the property for such other easements, or roads and streets, does not unreasonably interfere with the rights and privileges herein given to GRANTEE.

GRANTEE agrees to pay GRANTOR, as consideration for said easement, the sum of \$93,500.00. Said sum shall be paid to GRANTOR in the form of a credit against sewage Treatment Reservation Fees charged by GRANTEE with respect to property owned by GRANTOR in the NE 1/4 of the NW 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama (the "Property"), at such time as GRANTOR may execute a Service Agreement with GRANTEE for the treatment of sewage from the Property at GRANTEE's wastewater treatment plant, or as otherwise specified in a separate agreement between GRANTOR and GRANTEE of even date herewith.

100-012-224
In the event that GRANTOR should transfer or sell the Property prior to the execution of a Service Agreement with GRANTEE as aforesaid, then GRANTEE shall pay such \$93,500 to the then owner of the Property in the form of such credit, or as otherwise provided herein. It is agreed, however, that in the event that the Property shall be connected to and served by another off-site central sewage system prior to the execution of a Service Agreement with GRANTEE to serve the Property, or should GRANTEE's treatment plant have insufficient capacity to serve the Property at the time requested, then GRANTEE shall pay to GRANTOR, or the then owner of the Property, the sum of \$93,500 in cash.

TO HAVE AND TO HOLD the above-described easement unto the said GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed on this the 20th day of September, 1985.

ATTEST:

By: Alfred M. Jones
Its: Secretary

EBSCO INDUSTRIES, INC.

By: [Signature]
Its: Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Cheryl R. Vanderburg, a Notary Public in and for said County in said State, hereby certify that Elton B. Stephens, Jr., whose name as Vice President of EBSCO Industries, 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.

Given under my hand and official seal of office this 20th day of September, 1985.

Cheryl R. Vanderburg
Notary Public

My Commission expires: 2/16/87

BOOK 042 PAGE 225

STATE OF ALABAMA)
SHELBY COUNTY)

BOOK 042 PAGE 228

I, Frank N. Champion, a registered Land Surveyor, for C. B., Inc., hereby certify that I have surveyed the property shown and described hereon, that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Maps" and found that this property is not located in "a special flood hazard area".

A 20' easement in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, Township 19 south, Range 1 west, lying south of, contiguous to, and parallel to the north boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and extending from the west boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ Section to the SW right-of-way line of U.S. Highway 280.

According to my survey of May 31, 1985.

F.I.A. Map #010191-0020B

Frank N. Champion

Frank N. Champion, Reg. No. 6654

C. B., INC.

Engineers & Surveyors

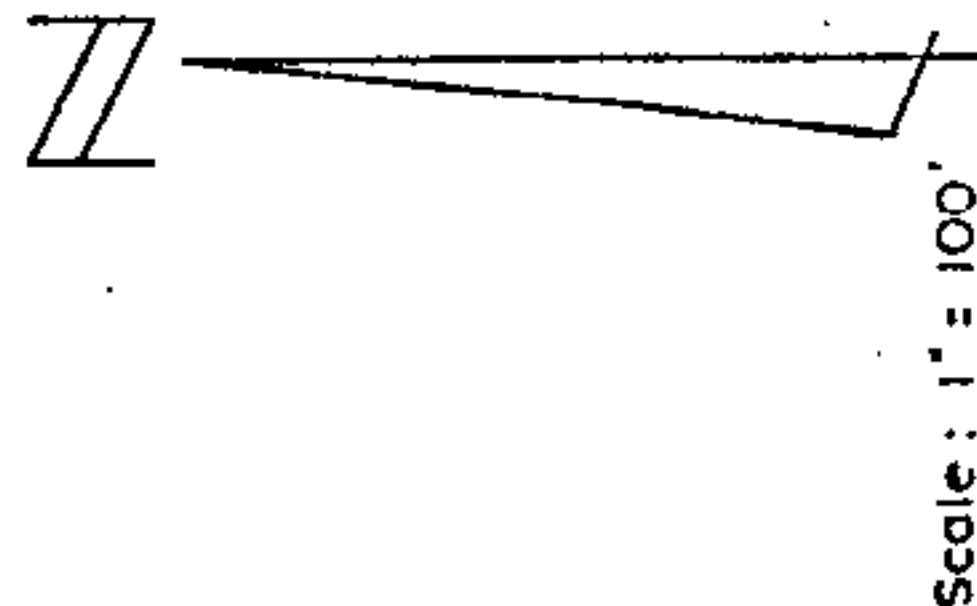
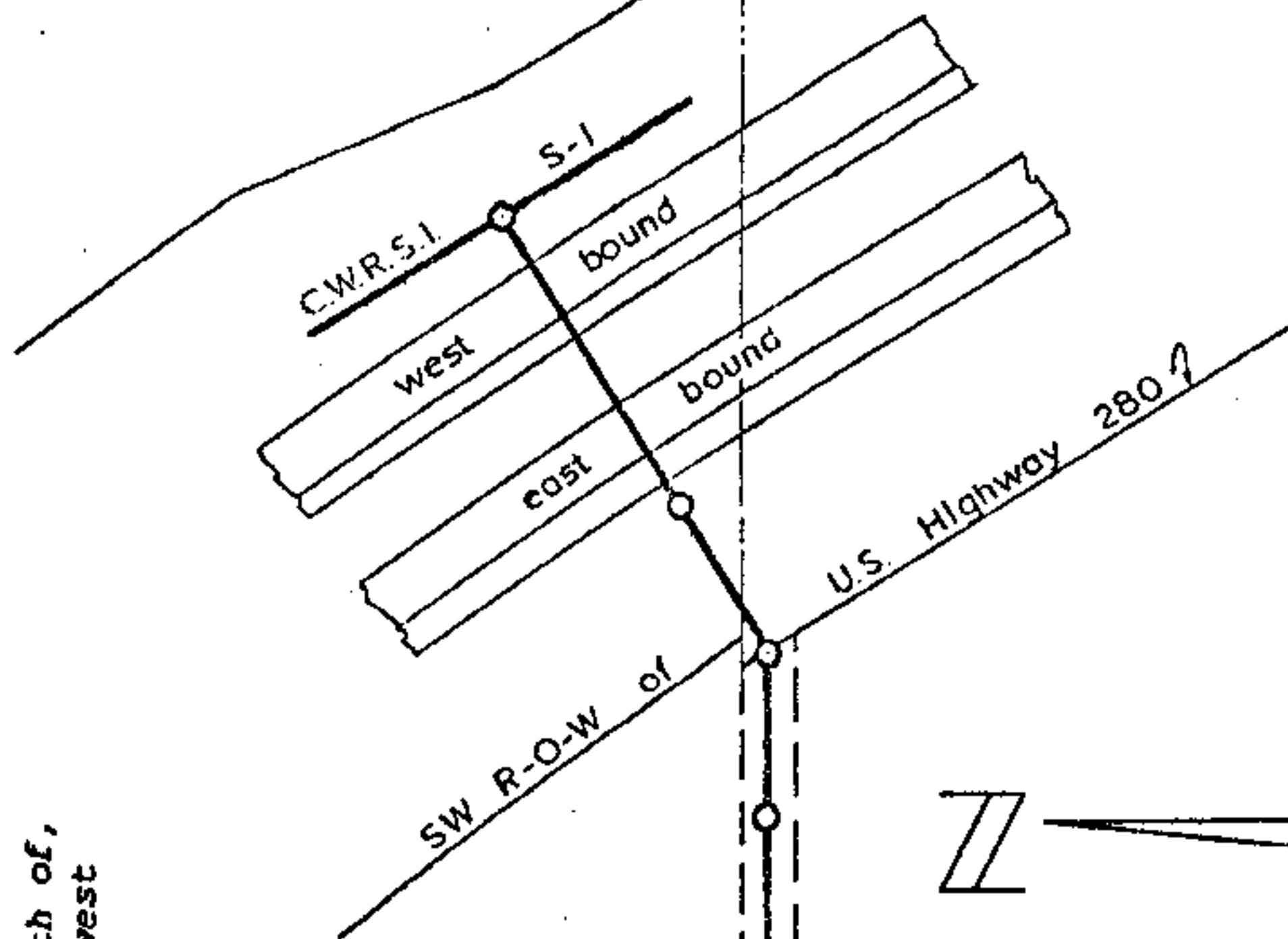
Route 11, Box 516C

Birmingham, Alabama

35210

NE Corner
NE $\frac{1}{4}$ - NW $\frac{1}{4}$
5-19S-1W

Proposed C.W.R.S.I. line S-4 and \odot of proposed 20' easement



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 SEP 23 PM 3:53

Thomas G. Henderson, Jr.
JUDGE OF PROBATE

Deed Tax .50
Rec. 10.00
Int. 1.00
11.50

EXHIBIT "A"