

This instrument prepared without  
title examination by:

Mary P. Thornton  
Dominick, Fletcher, Yeilding,  
Wood & Lloyd, P.A.  
2121 Highland Avenue South  
Birmingham, Alabama 35205

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**EASEMENT DEED**

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STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

WHEREAS, SHELBY COUNTY, ALABAMA ("Grantee") desires to construct, install and maintain a sanitary sewer line through, in, on, around, or under certain real property situated in Shelby County, Alabama; and

WHEREAS, the easement necessary for the entire sanitary sewer line is legally described in Exhibit A attached hereto and made a part hereof and is set forth on the survey recorded in Map Book 19, Page 96 in the Office of the Judge of Probate of Shelby County, Alabama (the "Easement"); and

WHEREAS, RONALD D. PRATHER and wife, DEBORAH H. PRATHER ("Grantor") hold title to certain real property known as Lot 69, Greystone Village, Map Book 18, page 9 in the Office of the Judge of Probate of Shelby County, Alabama, situated in the Greystone Planned Unit Development in Shelby County, Alabama ("Grantor's Property") through which or adjacent to which will run Grantee's sanitary sewer line and the Easement; and

WHEREAS, for the portion of the sanitary sewer line that will run through, in, on, around, or under Grantor's Property, Grantor desires to convey to Grantee an easement for the public purpose of constructing, installing and maintaining such sanitary sewer line;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto the said Grantee, its successors and assigns, an easement through, in, on, around, or under Grantor's Property for the purpose of constructing and maintaining the sanitary sewer line described in the Easement.

For the consideration aforesaid, Grantor does grant, bargain, sell, and convey unto said Grantee the right and privilege of a perpetual use of the part of said Easement which runs through, in, on, around, or under Grantor's Property for the public purpose of constructing and maintaining a sanitary sewer line, 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 the property of Grantor adjacent to, under, or above said Easement when deemed reasonably necessary for the avoidance of danger in and about said public use of said Easement.

The Grantor retains ownership of Grantor's Property which is part of the Easement and reserves the right to use Grantor's Property which is part of said Easement for any purpose and in any manner which will not endanger or interfere with the sanitary sewer line, manholes and access points or the use or enjoyment of the rights and estates granted to the Grantee by this instrument.

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The Grantor further agrees not to construct, cause to be constructed or permit to be constructed on the part of Grantor's Property which is part of said Easement any lake or pond or any building or structure of any kind which would prevent or interfere with ready access to the sanitary sewer line, manholes and access points for any of the purposes herein set forth.

The Grantor covenants with Grantee that, except for the mortgage of the undersigned mortgagee, Grantor is seized in fee simple of Grantor's Property which is part of said Easement and has a good right to sell and convey the same and that the same is free from all encumbrances, and Grantor will warrant and defend the title to Grantor's Property which is part of the Easement from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal  
this 18 day of December, 1994.

GRANTOR:

Ronald D. Prather  
Ronald D. Prather

Deborah H. Prather  
Deborah H. Prather

CONSENT OF MORTGAGEE OF  
RONALD D. PRATHER AND DEBORAH  
H. PRATHER:

First Alabama Bank, an Alabama banking  
corporation

By: R.A. Montgomery  
Its: SVP

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Ronald D. Prather and wife, Deborah H. Prather, 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 seal, this 18 day of DECEMBER, 1994.

Robert J. Maple  
Notary Public

My commission expires:

10-16-96

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that R.A. Montgomery whose name as S. Vice Pres. of First Alabama Bank, an Alabama banking 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, in his capacity as such officer and with full authority, executed the same voluntarily, for and as the act of said Bank.

Given under my hand and seal, this 24<sup>th</sup> day of January, 1994.

Lazquita N. Dixon  
Notary Public

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 22, 1998

Exhibit A

EASEMENT FROM STATION 71+41.55 TO STATION 23+65.00

A 30 FOOT WIDE PERMANENT EASEMENT AND A 60 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BOTH LYING 15 FEET AND 30 FEET RESPECTIVELY EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND USE OF A 10" DUCTILE IRON FORCE MAIN FOR THE TRANSPORT OF SANITARY SEWER WASTE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND RUN ALONG THE SOUTH LINE OF SAID SECTION ON AN ASSUMED BEARING OF SOUTH 89°49'50" EAST A DISTANCE OF 4178.74 FEET TO A POINT; THENCE RUN NORTH 0°10'47" EAST A DISTANCE OF 2400.71 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT AS IT CROSSES THE PROPERTY OF GREYSTONE RIDGE, INC.; THENCE RUN SOUTH 69°35'50" WEST A DISTANCE OF 143.92 FEET TO A POINT; THENCE RUN SOUTH 51°08'59" WEST A DISTANCE OF 144.62 FEET TO THE ENDING POINT OF THE EASEMENT AS IT CROSSES THE PROPERTIES OF GREYSTONE RIDGE, INC. AND THE POINT OF BEGINNING OF THE EASEMENT AS IT CROSSES THE PROPERTIES OF THE CITY OF HOOVER, ALABAMA; THENCE CONTINUE SOUTH 51°08'59" WEST A DISTANCE OF 245.38 FEET TO A POINT; THENCE SOUTH 39°43'27" WEST A DISTANCE OF 250.00 FEET TO A POINT; THENCE SOUTH 36°50'45" WEST A DISTANCE OF 310.00 FEET TO A POINT; THENCE SOUTH 66°00'57" WEST A DISTANCE OF 40.00 FEET TO A POINT; THENCE SOUTH 40°34'44" WEST A DISTANCE OF 65.00 FEET TO A POINT; THENCE SOUTH 00°22'50" EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 65°09'48" WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 44°44'38" WEST A DISTANCE OF 85.15 FEET TO A POINT ON THE EAST PROPERTIES LINE OF THE WATER TANK SITE BELONGING TO THE BIRMINGHAM WATER WORKS AND SEWER BOARD, BEING THE ENDING POINT OF THE EASEMENT ACROSS THE PROPERTY OF THE CITY OF HOOVER, ALABAMA, AND THE POINT OF BEGINNING OF THE EASEMENT AS IT CROSSES THE PROPERTIES OF SAID WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM; THENCE CONTINUE SOUTH 44°44'38" WEST A DISTANCE OF 334.71 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF SAID WATER WORKS PROPERTY BEING THE ENDING POINT OF THE EASEMENT AS IT CROSSES SAID WATER WORKS PROPERTY AND THE POINT OF BEGINNING OF THE EASEMENT AS IT CROSSES THE PROPERTY OF THE CITY OF HOOVER, ALABAMA; THENCE CONTINUE SOUTH 44°44'38" WEST A DISTANCE OF 48.30 FEET TO A POINT; THENCE SOUTH 38°11'37" WEST A DISTANCE OF 279.18 FEET TO A POINT; THENCE SOUTH 30°56'53" WEST A DISTANCE OF 153.78 FEET TO A POINT; THENCE SOUTH 30°56'49" WEST A DISTANCE OF 223.99 FEET TO A POINT; THENCE SOUTH 40°13'15" WEST A DISTANCE OF 204.54 FEET TO A POINT; THENCE SOUTH 40°33'38" WEST A DISTANCE OF 393.05 FEET TO A POINT; THENCE SOUTH 39°45'08" WEST A DISTANCE OF 210.38 FEET TO A POINT, SAID POINT LYING 30 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 33; THENCE NORTH 89°48'01" WEST A DISTANCE OF 572.52 FEET TO A POINT; THENCE SOUTH 45°15'33" WEST A DISTANCE OF 42.47 FEET TO THE ENDING POINT OF SAID EASEMENT AS IT CROSSES THE PROPERTY OF THE CITY OF HOOVER, ALABAMA, AND THE POINT OF BEGINNING OF THE EASEMENT AS IT CROSSES THE PROPERTY OF "THE GLEN ESTATES"; THENCE SOUTH 45°15'33" WEST A DISTANCE OF 225.06 FEET TO A POINT; THENCE SOUTH 43°18'12" WEST A DISTANCE OF 161.92 FEET TO A POINT; THENCE NORTH 68°49'47" WEST A DISTANCE OF 112.14 FEET TO A POINT; THENCE NORTH 80°05'53" WEST A DISTANCE OF 65.32 FEET TO A POINT; THENCE SOUTH 83°09'00" WEST A DISTANCE OF 123.06 FEET TO A POINT; THENCE SOUTH 82°08'14" WEST A DISTANCE OF 128.81 FEET TO A POINT; THENCE SOUTH 49°13'53" WEST A DISTANCE OF 111.52 FEET TO A POINT OF INTERSECTION OF SAID CENTERLINE OF THE SANITARY SEWER AND THE NORTH RIGHT-OF-WAY LINE OF A CUL-DE-SAC LOCATED IN THE GLEN ESTATES, BEING THE ENDING POINT OF THE HEREIN DESCRIBED EASEMENT.

Exhibit A Continued

EASEMENT FROM STATION 1+21.89 TO STATION 14+68 +/-

A 30 FOOT WIDE PERMANENT EASEMENT AND A 60 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT LYING 15 FEET AND 30 FEET RESPECTIVELY EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE BEING SITUATED IN SECTION 32, TOWNSHIP 18 SOUTH, AND SECTION 5, TOWNSHIP 19 SOUTH, BOTH IN RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND RUN ALONG THE NORTH LINE OF SAID SECTION ON AN ASSUMED BEARING OF SOUTH 89°28'28" WEST A DISTANCE OF 1345.37 FEET TO A POINT; THENCE RUN SOUTH 03°40'39" WEST A DISTANCE OF 208.42 FEET TO A POINT; THENCE RUN SOUTH 75°27'19" EAST A DISTANCE OF 71.21' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT AT THE WEST CORNER OF LOT 81, GREYSTONE VILLAGE, PHASE I; THENCE RUN NORTH 27°29'59" EAST A DISTANCE OF 155.06' TO A POINT; THENCE RUN NORTH 77°41'01" EAST A DISTANCE OF 185.05' TO A POINT; THENCE RUN NORTH 87°23'45" EAST A DISTANCE OF 91.56' TO A POINT; THENCE RUN SOUTH 80°03'05" EAST A DISTANCE OF 86.70' TO A POINT; THENCE RUN SOUTH 69°31'29" EAST A DISTANCE OF 199.99' TO A POINT; THENCE RUN NORTH 83°33'37" EAST A DISTANCE OF 68.99' TO A POINT; THENCE RUN NORTH 77°02'07" EAST A DISTANCE OF 114.15' TO A POINT; THENCE RUN NORTH 84°29'03" EAST A DISTANCE OF 80.53' TO A POINT; THENCE RUN NORTH 84°54'09" EAST A DISTANCE OF 93.91' TO A POINT; THENCE RUN NORTH 71°03'15" WEST A DISTANCE OF 137.92' TO A POINT; THENCE RUN SOUTH 63°32'52" EAST A DISTANCE OF 102.24' TO A POINT; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE EXISTING FORCE MAIN A DISTANCE OF 30' +/- TO THE PUBLIC RIGHT-OF-WAY OF GREYSTONE GLEN DRIVE AND THE ENDING POINT OF SAID CENTERLINE.

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