

DRAINAGE EASEMENT

THIS INSTRUMENT was executed as of February 24, 1995 by FES PROPERTIES, an Alabama general partnership (the "Grantor") in favor of WILSON OIL COMPANY, INC., an Alabama corporation (the "Grantee").

R E C I T A L S:

A. Under Limited Warranty Deed delivered contemporaneously herewith, the Grantor has conveyed to Grantee Lot 2 (the "Subject Property"), according to the Map of the FES Addition to Alabaster Number Two recorded in Map Book 19, Page 72, Shelby County, Alabama Probate Office.

B. FES continues to own the acreage abutting the northwest boundary line of the Subject Property, and has agreed to grant an easement to Grantee over that portion of such acreage (herein the "Drainage Easement Area") particularly described on Exhibit "A" attached hereto and incorporated by this reference.

NOW, THEREFORE, in consideration of the premises recited above, and the sum of Ten Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. Drainage Easement. The Grantor does hereby grant and convey unto the Grantee an easement (the "Drainage Easement") under, over, through and across the Drainage Easement Area for the purposes and on the terms and conditions described in this instrument.

2. Purpose of Easement. The Drainage Easement has been granted to Grantee for the purpose of permitting the free and unobstructed drainage and flow of surface waters accumulating from whatever source on the Subject Property, together with the right to construct, operate and maintain within the Drainage Easement Area such flumes, pipes, lines and other facilities and equipment as are necessary, proper or reasonable in connection with such drainage.

3. Maintenance By Grantee. The Grantee (and not the Grantor) shall be responsible for the entire cost and expense of maintaining, replacing or repairing any flumes, pipes, lines or other facilities or equipment installed in the Drainage Easement Area by the Grantee, if any. Grantor shall have the right, but not the obligation, to maintain any such facilities or equipment installed by the Grantee. The Drainage Easement includes a reasonable right of access by Grantee, and its designees, for purposes of effecting the maintenance, replacement and repair of any such facilities and equipment.

4. Reservation by Grantor. The Grantor reserves all rights in and to the Drainage Easement Area which are not inconsistent with

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the rights expressly granted to Grantee under this instrument. While it is understood that the Grantor has no obligation to alter the Drainage Easement Area from its present condition as an open ditch, the Grantor expressly reserves the right to cover such ditch, provided that Grantor installs or causes to be installed such pipes, lines and other facilities, appliances or equipment as may be necessary, proper or reasonable in order to permit the continued drainage of surface waters from the Subject Property. The Grantor also reserves the right to relocate the Drainage Easement Area at any time and from time to time, provided that such relocation shall not reduce or unreasonably impair the usefulness or function of the Drainage Easement as relocated. Grantor further reserves the right to subdivide the acreage of which the Drainage Easement Area is a part, from time to time, into one or more parcels, provided that any plats of record filed in connection with any such subdivision or subdivisions shall reflect the Drainage Easement thereon.

5. Binding Effect. The Drainage Easement shall be perpetual, shall constitute a covenant running with the land in favor of the Subject Property and shall be binding upon and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns.

6. Mortgagee Consent. First Commercial Bank, which presently holds a mortgage encumbering the Drainage Easement Area, has consented to the terms and provisions of the Drainage Easement pursuant to a separate Consent of Mortgagee to be filed in the Shelby County Probate Records.

IN WITNESS WHEREOF, the Grantor has executed this Easement, by and through its duly authorized General Partner, Paul J. Spina, Jr., on the day and year first shown above.

FES PROPERTIES,
an Alabama general partnership

By: 
Paul J. Spina, Jr.
General Partner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paul J. Spina, Jr., whose name as General Partner of FES Properties, an Alabama general partnership, is signed to the foregoing Drainage Easement, and who is known to me, acknowledged before me on this day that, being

informed of the contents of said Easement, he, in his capacity as such General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership as of February 13, 1995.

Given under my hand this the 24th day of February, 1995.

W. Wheel Smith

Notary Public

My Commission Expires: _____

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2 OF SAID F.E.S. ADDITION TO ALABASTER NUMBER TWO; THENCE RUN SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT 2 FOR 10.00 FEET; THENCE 111°-14'-48" RIGHT AND RUN NORTHWESTERLY FOR 25.00 FEET; THENCE 35°-56'-46" LEFT AND RUN NORTHWESTERLY FOR 233.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE LOUSVILLE AND NASHVILLE RAILROAD RIGHT OF WAY; THENCE 88°-37'-00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR 10.00 FEET; THENCE 91°-23'-00" RIGHT AND RUN SOUTHEASTERLY FOR 257.00 FEET; THENCE 90°-00'-00" RIGHT AND RUN SOUTHWESTERLY FOR 15.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 2,741.53 SQUARE FEET, MORE OR LESS.

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