

STATE OF ALABAMA
SHELBY COUNTY

SEWER UTILITY FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, in hand paid by Shelby County, a County Government, (herein "Grantee"), the receipt whereof is hereby acknowledged, Mr. Richard Eugene Bowling, Sr. and Mrs. Billie Jean Bowling, property owners, (herein "Grantor"), does hereby grant, to the extent of its interest unto Grantee, an easement on which to construct, operate, maintain and repair a sewer utility facilities as the Grantee may require over the following described strip of land;

1. The use of the easement area by GRANTEE or any other entity shall be solely at the user's risk and peril.
2. The GRANTEE reserves the rights to use and enjoy the property subject to the easement for any and all purposes including, but not limited to, the installation and maintenance (or to grant such rights to others) within the boundary of the easement herein granted, of electrical, telephone and communication lines and facilities, provided the exercise of such rights shall not interfere with the use by GRANTEE of the easement granted herein.
3. GRANTOR reserves the absolute right to cross such easement at any point along its route with heavily loaded construction equipment.
4. In the event the easement granted herein is abandoned and not used by GRANTEE for period of one year, title hereto shall automatically revert to GRANTOR.
5. GRANTOR shall not be liable or responsible for any damages on easement and hereby agrees to hold GRANTOR harmless from, any damages during or resulting from the construction on said easement. GRANTEE agrees and covenants to release, indemnify, protect and hold harmless the Grantor, its successors or assigns, from and against any and all claims and demands by GRANTEE, its employees, agents, contractors or any other persons whomsoever, for damages to property and injury or death to persons which may arise out of or be caused directly or indirectly by its water and sewer facilities, by GRANTEE, its employees, agents, contractors, invites, licensees or any other persons whomsoever.
6. GRANTOR and GRANTEE agree that this easement, and the covenants and agreements herein, shall be binding upon and enforceable by GRANTOR and against GRANTEE. The continued use of maintenance of the easement area, the water and sewer facilities, by any successor in ownership to the water and sewer facilities shall conclusively constitute such user's agreement to be bound by all the covenants and agreements herein assumed by GRANTEE, including the agreements of indemnity.

15' SANITARY SEWER EASEMENT:

A 15' easement for sanitary sewer situated in the SE 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, in Shelby County, Alabama and being more particularly described as follows:

Commence at the NW Corner of the SE 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West; thence S 0deg-44'-19" W along the westerly boundary of said 1/4-1/4 section a distance of 97.55'; thence S 89deg-59'-

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28" E and along the southerly boundary of Lots 27 and 28 of the Amended Map on Greystone Village, Phase 2, as recorded in Map Book 19, Page 13, in the office of the Judge of Probate, Shelby County, Alabama, a distance of 542.87' to the Point of Beginning of the centerline of a 15' easement for sanitary sewer, said easement lying 7.5' to both sides of and parallel to said centerline; thence S 9deg-14'-41" W along said centerline a distance of 75.06'; thence S 70deg-14'-13" W along said centerline a distance of 110.11'; thence S 25deg-36'-27" W along said centerline a distance of 22.89' to the end of said centerline of said easement.

50' TEMPORARY SANITARY SEWER CONSTRUCTION EASEMENT:

A 50' temporary easement for construction of sanitary sewer situated in the SE 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West, in Shelby County, Alabama and being more particularly described as follows:

Commence at the NW Corner of the SE 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 1 West; thence S 0deg-44'-19" W along the Westerly boundary of said 1/4-1/4 section a distance of 797.55'; thence S 89deg-59'-28" E along the southerly boundary of Lots 27 and 28 of the Amended Map of Greystone Village, Phase 2, as recorded on Map Book 19, Page 13, in the office of the Judge of Probate, Shelby County, Alabama, a distance of 542.87' to the Point of Beginning of the centerline of a 50' temporary easement for construction of sanitary sewer, said easement lying 25' to both sides of and parallel to said centerline; thence S 9deg-14'-41" W along said centerline a distance of 75.06'; thence S 70deg-14'-13" W along said centerline a distance of 110.11'; thence S 25deg-36'-27" W along said centerline a distance of 22.89' to the end of said centerline of said easement.

GRANTOR:

Richard Eugene Bowling Sr.
Mr. Richard Eugene Bowling, Sr.

Mrs. Billie Jean Bowling
Mrs. Billie Jean Bowling

GRANTEE:

SHELBY COUNTY

Donald H. Hughes
Donald H. Hughes, Public Works Director

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this

21st Day of June, 1996

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that,

Richard Bowling & Billie Jean Bowling 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 above and foregoing conveyance, he/she executed the same voluntarily on the same bears date.

Given under my hand and official seal of office this 21st Day of June, 1996.

Sharon Sheffield My commission expires: 9/29/99