

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT FOR WATER LINES

In consideration of ten dollars (\$10.00) and other valuable consideration paid to Wallace Shoemaker, (hereinafter called "Grantor") by Westover Water Authority, a public corporation organized under and by virtue of the laws of the State of Alabama, (hereinafter called "Grantee"), the receipt and sufficiency of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Grantor, its successors and assigns, a non-exclusive easement (hereinafter called "Easement") over, across, under and through the hereinafter described real estate, which is ore particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing water pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Grantee to be necessary or useful in connection with distribution and sale of water (hereinafter collectively called "Pipelines"), together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress and egress over the hereinafter described real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed to out and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the Easement, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Pipelines, and together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to out and remove or otherwise disturb paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to the Grantee hereunder, subject to the Grantee's obligation to repair any damage done by it to the paving o other road covering.

The rights and privileges herein ~~granted~~ ^{Inst # 1998-18999} are given, granted and accepted upon the

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the above described real estate, that it is free from all encumbrances, except as hereinafter set forth in this paragraph and that the Grantor has a good right to grant the easement and right of way granted hereby as aforesaid and that the Grantor will warrant against the claims of all persons subject to current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee. The easement granted hereby is granted subject to easements and restrictions of record including, without limitation, the following:

- a. General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
- b. Restrictions, covenants and conditions as set out in instrument(s) recorded in Real 75 pages 895, 892 & 889 in the Probate Office of Shelby County, Alabama.
- c. Rights of others to the use of easement(s) for access as recorded in Real 75 pages 899, 902 & 905 as corrected in Inst. No. 1996-10930 and as shown in Exhibit "A" attached hereto.
- d. Road Maintenance Agreement as set out in Real 75 page 912 in the Probate Office of Shelby County, Alabama.
- e. Unrecorded easement to Alabama Power Company.
- f. Restrictions, limitations, conditions as set out in map Book 23 page 152, in said Probate Office.
- g. Easement as set out in Inst. No. 1997-3417 in said Probate Office.
- h. Easement as shown by the recorded plat in Map Book 23 page 152 in said Probate Office.

2. By the acceptance of this instrument, the Grantee agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by the Grantee. The Grantee agrees to repair at its sole cost, any damage caused to the Easement areas by its contractors and subcontractors, including damage to any pavement, landscaping and other permitted improvements within the Easement areas. If the Grantee damages the Easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as



reasonably practicable under the circumstances.

3. The Grantor reserves the absolute right to use the real estate subject to the Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Grantee.

4. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and the Grantee.

5. This instrument shall inure to the benefit of, and be binding upon the Grantor and the Grantee and their respective successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Wallace Shoemaker, has caused this Instrument to be executed this 1st day of May, 1998.

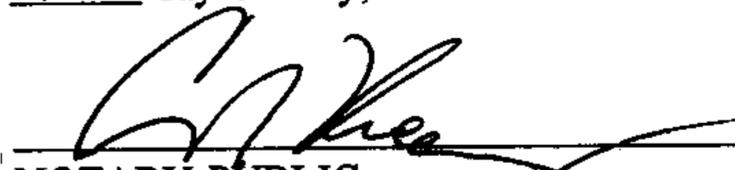
GRANTOR:


WALLACE SHOEMAKER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Wallace Shoemaker, whose name is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of May, 1998.


NOTARY PUBLIC

My Commission expires: 5-29-99

EXHIBIT "A" (con't)

A 20 Foot Non-Exclusive Water Line Easement:

A 20 foot waterline easement being 10 feet in equal width on each side of the following described line: Commence at a ¼" rebar in place accepted as the Southwest corner of the Southwest one-fourth of the Southeast one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 47' 42" West along the West boundary of said quarter-quarter section for a distance of 546.51 feet to the a point; thence proceed South 24° 41' 35" West for a distance of 274.79 feet to a point on the Easterly boundary of a 60 foot roadway (Signal Road; thence proceed North 24° 41' 35" East along the centerline of a 25 foot ingress/egress and utility easement for a distance of 274.79 feet; thence proceed North 69° 32' 10" East along the centerline of said ingress/egress and utility easement for a distance of 194.25 feet; thence proceed North 28° 55' 54" East along the centerline of said ingress/egress and utility easement for a distance of 222.80 feet; thence proceed North 52° 25' 12" East along the centerline of said ingress/egress and utility easement for a distance of 286.97 feet to the centerline of said 25 foot waterline easement, being the point of beginning of said waterline easement. From this beginning point proceed North 78° West along the centerline of said waterline easement for a distance of 330.0 feet, more or less to the termination of said waterline easement.



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