

STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 1998-36036

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

Henry G. Seibels, Jr. And wife, _____

do hereby give and grant to the Westover Water Authority an easement, for the purpose of water line construction.

Said easement being more particularly described as follows, to wit:

Beginning at the intersection of County Road 55 & County Road 109, 10 feet north of existing prescriptive right-of-way along County Road 109 for a distance of \pm 1215 feet.

Note: It is understood that a fire hydrant will be installed at the intersection of county Road 55 and County Road 109 for public use.

09/15/1998-36036
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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For and in consideration of the benefit to our property by reason of the construction or improvement of said water line we hereby hold Westover Water Authority responsible for all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said water line.

In addition, Westover Water Authority will be responsible for all construction and maintenance site clean up.

It is further agreed that all of the employees and officers of Westover Water Authority shall have ingress and egress at any and all times to the property covered by this easement, for the purpose of water line repair without hindrance or delay of any kind. That the construction or improvement of the aforesaid water line is a benefit to our property is hereby admitted and acknowledged.

In witness whereof, we have hereunto set our hands and seal this the 8th day of September, 1998.

witness

Henry G. Seibels, Jr.
Henry G. Seibels, Jr.

witness

witness

Philip A. Ginnif
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-2-99