

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT FOR INGRESS AND EGRESS

This easement made and entered into this the 23 day of June, 1999, by and between JOHN R. SCHACK AND WIFE, MARY SCHACK, and SUMMER PLACE LAND DEVELOPERS, INC., an Alabama Corporation, (hereinafter referred to as Grantors) and SHELBY COUNTY, an Alabama County (hereinafter referred to as Grantee):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantors by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby acknowledge, the Grantors do hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and non-exclusive easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, over, across, upon, on and through, the following described land, situated in Shelby County, Alabama:

An approximately 35' by 50' non-exclusive easement for ingress and egress situated in the northeast corner of Lot 1, as shown on the Survey of Summer Place, First Sector, as recorded in Map Book 17, page 57, in the Probate Office of Shelby County Alabama.

Further, there shall be a right of way for ingress and egress over, across, upon, on, and through the premises at any and all times for the purpose of accessing Grantee's, sanitary sewer trunklines, pipelines, force mains gravity flow mains, sewer laterals, lift stations, pumping stations, and related appurtenances, appliances, fixtures and equipment (Hereinafter collectively called "Pipelines"), in order to construct, install, maintain, operate, renew, repair, changing the size of, relocating, removing and/or replacing said Pipelines on the property lying in the NE corner of Lot 1, and for doing anything, necessary, useful or convenient for the enjoyment and use of the easement herein granted; and said easement shall be used as a right of way for ingress and egress by said Grantee, its successors and assigns, going to and from the area lying in the NE corner of Lot 1, where said pipelines are or shall be located; 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 cut 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 cut 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

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hereunder, subject to the Grantee's obligation to repair any damage done by it to the paving or other road covering; said real estate being described as follows:

The rights and privileges herein granted are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantors hereby covenant with the Grantee that the Grantors are 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 Grantors have a good right to grant the easement and right of way granted hereby as aforesaid and that the Grantors 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.

2. The Grantors agree not to construct, cause to be constructed, or permit to be constructed, on the above described real estate any lake or pond or any building or structure of any kind which would prevent ready access to, or interfere with, the Pipelines for any of the purposes hereinabove set forth.

3. No delay of the Grantee in the use of the easement and rights hereby granted shall result in the loss, limitation or abandonment of any right, title interest, right of way, easement or estate granted hereby.

4. 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 it or its contractors and subcontractors, including damage to any pavement, gutters, curbing, 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.

5. The Grantors reserve for themselves, their heirs, successors and assigns, 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.

6. This instrument states the entire agreement between the Grantors 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 Grantors and the Grantee.

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

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

John R. Schack
JOHN R. SCHACK
Mary Schack
MARY SCHACK

BY: Donald M. Acton
Donald M. Acton
Its President

Given under my hand and official seal this 23 day of June, 1999.

Summey B. Higgins Jr
NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that DONALD M. ACTON, whose name as President of SUMMER PLACE LAND DEVELOPERS, INC., an Alabama Corporation, is signed to the foregoing instrument; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal of office this the 23 day of June, 1999.

Summer B. Higgins Jr.
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Mar. 21, 2001.
My Commission Expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS.

REYNOLDS, R. G. - ENGR
SURVEYING
1572 MONTGOMERY
BIRMINGHAM, AL

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