

This Instrument Prepared By:
M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue, North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

Inst # 2000-04548

02/14/2000-04548
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 HNS 20.00

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ten dollars (\$10.00), to the undersigned grantor, Shelby County, Alabama ("Grantor"), in hand paid by Walter Marion Watson and wife, Rebecca Sue M. Watson (collectively, "Grantee"), the receipt whereof is hereby acknowledged, and other good and valuable consideration, the said Grantor does grant, bargain, sell and convey unto the said Grantee, successors and assigns, for the purpose of operating gas pumping station, an easement, right of way, and privilege to operate, construct, reconstruct, replace, maintain, modernize, and repair (i) underground storage tanks and related piping and equipment, (ii) four (4) gas pumps and related equipment, (iii) a concrete or paved island, and (iv) a canopy ((i) through (iv) being hereinafter collectively referred to as the "Equipment"), together with all necessary rights of access, ingress and egress thereto and therefrom, in, under, over, and along the real property located in Shelby County, Alabama that is more fully described in Exhibit "A" attached hereto and made a part hereof (the "Real Property"); provided, however, Grantee shall not have the right to increase the size or general location of the Equipment existing at the time of execution of this instrument as is shown in said Exhibit "A".

The parties hereto acknowledge and agree that the it is their intent to allow the Grantee, its successors and assigns, to continue operating the gas pumping station associated with the property commonly known as Watson's Grocery, that is owned by Grantee, located in Vandiver, Shelby County, Alabama and more particularly described in Exhibit "B" attached hereto (the "Watson's Grocery Property") using the easement on, over, under and across the Real Property. The Real Property is a part of the right of way for Shelby County Highway 43 and was granted by the Grantees' predecessors in title to the Grantor for purposes of providing adequate sight distances for the intersection of Shelby County Highway 43 and Alabama Highway 25. The Equipment was located on and used by the Grantee, its successors and assigns, in the operation of the business located on the Watson's Grocery Property prior to the grant of the right of way to the Grantor in 1963 and has been used by Grantees' predecessors in title, its successors and assigns, in said business continually since the grant of the right of way to the Grantor. Accordingly, the parties agree that the easement will run with the Real Property in perpetuity to serve the Watson's Grocery Property.

The following are conditions to the grant of the easement by Grantor to Grantee:

1. In the event the Equipment is destroyed or damaged by fire, wind or other natural cause, or in the event the Equipment becomes obsolete, outdated, in bad repair or otherwise in need of replacement or repair, the Grantee shall have the right to replace, repair or modify the Equipment. The size of any replacement Equipment shall not exceed the general size of the Equipment existing on the date hereof, and the location of any replacement Equipment shall be in the same general location as Equipment existing on the date hereof. Provided, however, that any replacement, maintenance or alteration thereof shall not interfere further with existing sight distance through such facilities, or further obscure vision of persons driving upon the adjacent highways.

2. The Equipment currently is used for a gas pumping station. The parties acknowledge and agree that the Grantee shall be responsible for compliance with all applicable Federal, State or local laws, rules, regulations and orders, including, but not limited to, all environmental laws (collectively, the "Applicable Laws") pertaining to the use, maintenance, repair, replacement, testing and clean-up of spills from the Equipment, the condition of the Real Property related to the location thereon of the Equipment, and any Applicable Laws relating to gas pumping stations. The Grantor shall have no obligation to assure that the Equipment or the Real Property complies with Applicable Laws, and the Grantee, its successors and assigns, shall take all action and pay all costs associated with maintaining the Equipment and Real Property in compliance with Applicable Laws. The Grantee, its successors and assigns, shall indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all claims, losses, damages or causes of action relating to the failure to comply with Applicable Laws or arising out of the business or operations of Grantee on said easement.

3. The Grantor, its successors and assigns, shall not materially interfere with the Grantee's use of the Equipment and the Real Property for a gas pumping station.

TO HAVE AND TO HOLD, the said easement, right of way and privilege to operate hereinabove granted to the said Grantee, its successors and assigns forever, together with the right of entry and re-entry from time to time, as occasion may require, for the purpose of exercising the said rights, privileges, and easements hereinabove described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 14TH day of FEBRUARY, 2000.

Shelby County, Alabama

Attest:

By: Billy C. Thompson (Seal)

Name: BILLY C. THOMPSON

Title: CHAIRMAN SHELBY COUNTY COMMISSION

Marya B. Marco

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that BILLY C. THOMPSON, whose name as CHAIRMAN of Shelby County, Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 14 day of February 2000.

Cecelia Hunt
Notary Public
My commission expires: 10/27/2000

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Commence at the point of intersection of the northwesterly right of way line of Shelby County Highway No. 43 and the northerly right of way line of the Central of Georgia Railroad and run in a northeasterly direction for a distance of 26.88 feet; thence turn a deflection angle to the left of 52 degrees 12 minutes 03 seconds and run in a northerly direction for a distance of 49.55 feet to the point of beginning; thence continue along last described course for a distance of 30.93 feet; thence turn a deflection angle to the right of 115 degrees 35 minutes 21 seconds and run in a southeasterly direction for a distance of 50.44 feet; thence turn a deflection angle to the right of 90 degrees 06 minutes 30 seconds and run in a southwesterly direction for a distance of 28.08 feet; thence turn a deflection angle to the right of 90 degrees 10 minutes 26 seconds and run in a northwesterly direction for a distance of 37.03 feet to the point of beginning. Said parcel contains 1.224 square feet or 0.03 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF WATSON'S GROCERY PROPERTY

A part of Lots 6 & 7 according to the Theo Spark Survey of the Town of Vandiver, as recorded in Map Book 3, Page 45, in the Probate Office of Shelby County, Alabama; more particularly described as follows:

Beginning at the point of intersection of the Northwestern right of way line of Shelby County Highway No. 43 and the Northerly right of way line of the Central of Georgia Railroad; thence run Northwesternly along the Northerly railroad right of way line for a distance of 017.70 feet to a point; thence turn a left interior angle of 91 degrees 59 minutes 41 seconds to the tangent of a curve to the left, said curve having a radius of 1077.07 feet and a central angle of 3 degrees 07 minutes 41 seconds and run 58.80 feet along said southwesterly right of way line and the arc of said curve to a point; thence turn a left interior angle of 120 degrees 19 minutes 05 seconds from tangent to a right of way corner transition line and run southerly along said line 100.02 feet to a point on the Northwestern right of way line of Shelby County Highway No. 43; thence turn a left interior angle of 127 degrees 47 minutes 57 seconds and run 16.21 feet along said right of way line of Highway No. 43 to the point of beginning.

And also:

Commence at the point of intersection of the northwesterly right of way line of Shelby County Highway No. 43 and the northerly right of way line of the Central of Georgia Railroad and run in a northeasterly direction for a distance of 16.21 feet to the point of beginning; thence continue along last described course for a distance of 10.68 feet; thence turn a deflection angle to the left of 52 degrees 12 minutes 03 seconds and run in a northerly direction for a distance of 88.60 feet to the beginning of a curve to the right, said curve having a radius of 1077.07 feet, a central angle of 00 degrees 31 minutes 07 seconds, a chord length of 9.75 feet and an interior chord angle of 120 degrees 03 minutes 32 seconds; thence run in a northwesterly direction along arc of said curve for a distance of 9.75 feet; thence turn an interior angle to the right from chord of said curve 59 degrees 56 minutes 28 seconds and run in a southerly direction along transition line for a distance of 100.02 feet to a point on the northwesterly right of way line of Shelby County Highway No. 43 and the point of beginning. Said parcel contains 796 square feet or 0.02 acres, more or less.

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