

EASEMENT FOR UTILITY
OPERATION, AND MAINTENANCE

For and in consideration of the sum of One dollars (\$ 1.00) cash in hand paid, the receipt whereof is hereby acknowledged, the undersigned grantor hereby sells, conveys, and warrants to The Alabaster Water Board an irrevocable and perpetual easement of use for the purpose of operating, and maintaining a water line and related facilities on a strip of land in the width of 10' and at the location described herein, or shown on the plat attached hereto, or both; across property owned by the undersigned

10' WATER LINE EASEMENT

A 10' wide water line easement located in the SE1/4 of the SE1/4 of Section 26, Township 20 South, Range 3 West, Shelby County, Alabama, lying 5' on each side of, and parallel to, the following described centerline::

Commence at the southeast corner of the SE1/4 of the SE1/4 of said Section 26; thence North 68 degrees 42 minutes 30 seconds West, a distance of 442.59' to a point lying on the westerly Right of Way line of Holland Complex Drive, said point also lying on the easterly line of Lot 16, Holland Commercial Complex, as recorded map book 27, page 118, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 37 degrees 06 minutes 57 seconds West, along said lot line and ROW line, a distance of 117.34' to the POINT OF BEGINNING of said centerline; thence North 75 degrees 01 minutes 00 seconds West, along said centerline, a distance of 65.47'; thence North 82 degrees 38 minutes 29 seconds West, along said centerline, a distance of 169.66'; thence North 85 degrees 00 minutes 34 seconds West, along said centerline, a distance of 97.24'; thence North 89 degrees 32 minutes 33 seconds West, along said centerline, a distance of 18.11' to its intersection with the northerly line of an existing easement as recorded in said map book 27, page 118, said point also being the end of said easement.

This Utility Easement covers whatever part of the above described property that is owned by Sherman Holland..

It is understood and agreed that this easement shall give and convey to the grantee herein the right of ingress and egress upon the lands above described, including any additional land needed as working room, for the purpose of constructing mains, services, and appurtenances, and future improvements thereto, for the above-described utility.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants, or rights of action accrued, accruing, or to accrue to the grantor herein with the exception to damages to adjacent property, if any.

It is further understood and agreed that grantee herein may, at any time in the future, go upon said land for the purpose of maintaining, improving, and/or reconstructing the above mentioned mains, services, and appurtenances.

Witness my hand, this the 21st day of DECEMBER, 2000.

FOR THE OWNER:

Sherman Holland
Sherman Holland

Inst # 2000-44530
ATTEST:

STATE OF ALABAMA
COUNTY OF

12/21/2000-44530
02:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 HMB 11.50

This day personally appeared before me, the undersigned authority, the above-named Sherman Holland and He has, who acknowledged that He has signed and delivered the foregoing instrument on the day and year therein mentioned.

Sworn to and subscribed before me this the 21st day of DECEMBER, 2000.

James S. Hester
NOTARY PUBLIC

My Commission Expires: 5-3-03

Inst # 2000-44530