

STATE OF ALABAMA)
MONTGOMERY COUNTY)

EASEMENT FOR RESIDENTIAL WATERLINE

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred and No/100 Dollars (\$100.00) and other valuable consideration to the undersigned Grantors in hand paid by the Grantees herein, the receipt whereof is acknowledged, George F. Seier, Jr., a married man, and Louise Seier Poundstone, a married woman, (hereinafter referred to as "Grantors") do hereby grant, bargain and convey unto Joseph D. Dabney and Lindsey P. Dabney, their heirs and assigns, (hereinafter referred to as "Grantees"), an easement appurtenant for the purpose of maintaining a residential waterline across that part of the servient property hereinafter described for the use and benefit of not more than two (2) single family residences on the dominant property in Shelby County, Alabama, and not otherwise and on the conditions hereinafter set forth:

Servient Easement Area:

To reach the point of beginning commence at the NE corner of the SE quarter of the NW quarter of Section 16, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence South 1 degree 46 minutes 36 seconds East along the East line of said quarter/quarter a distance of 101.63 feet to a point; thence run South 01 degrees 48 minutes 37 seconds East a distance of 283.61 feet to a found ½" crimped pipe corner; thence North 89 degrees 12 minutes 8 seconds West 534.16 feet to a found ½" crimped pipe; thence South 01 degrees 38 minutes 58 seconds East 20 feet to the point of beginning of the easement area. The easement area shall be an area of 3 feet of equal width on the West side of the following East base line: From the point of beginning run North 1 degree 45 minutes 52 seconds West 278.82 feet, more or less, to the South margin of the right-of-way of an existing public road and to the connection with an existing service waterline.

Dominant Estate:

Commence at the Northeast corner of the Southeast quarter of the Northwest quarter of Section 16, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence South 01 degrees 46 minutes 36 seconds East along the east line of said quarter-quarter a distance of 101.63 feet to a point; thence run South 01 degrees 48 minutes 37 seconds East a distance of 283.61 feet to a found ½ inch crimped pipe corner and the point of beginning of the property, Parcel 1, being described; thence run South 01 degrees 39 minutes 00 seconds East a distance of 534.54 feet to a found crimped pipe corner on the northerly margin of Shelby County Highway No. 26; thence run North 77 degrees 41 minutes 54 seconds West along said northerly margin of said Highway 26 a distance of 265.38 feet to a corner; thence run North 82 degrees 48 minutes 05 seconds West along same said margin of same said highway a distance of 319.90 feet to a set ½ inch steel rebar corner; thence run North 11 degrees 11 minutes 21 seconds East a distance of 179.82 feet to a set ½ inch steel rebar

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10:54 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
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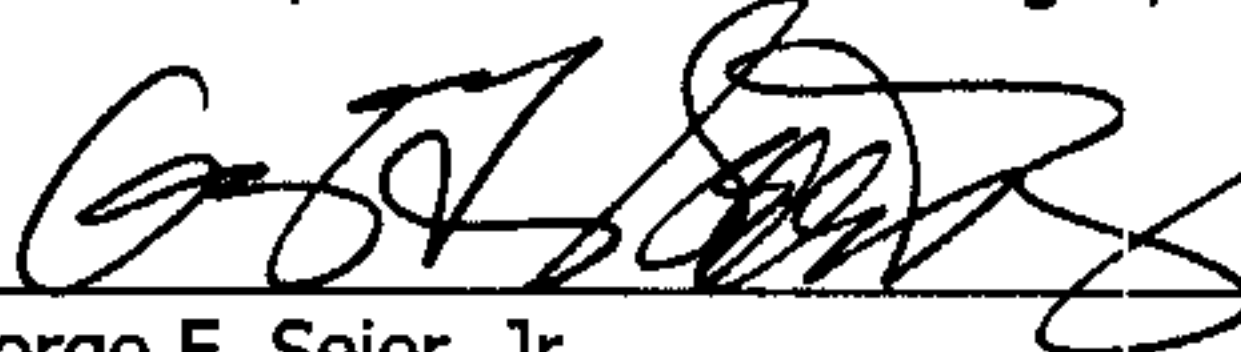
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corner; thence run North 01 degrees 38 minutes 58 seconds West a distance of 268.84 feet to a found 1/2 inch crimped pipe corner; thence run South 89 degrees 12 minutes 08 seconds East a distance of 534.16 feet to the point of beginning, containing 6.04 acres, more or less. Property is subject to any and all agreements, easements, rights-of-way, restrictions and/or limitations of probated record and/or applicable law.

The above-described easement area is not part of the homestead of either George F. Seier, Jr. or Louise Seier Poundstone.

Grantees shall jointly and severally and at their sole expense: (1) repair and restore the easement area or Grantors' property disturbed or damaged by repairs, maintenance or improvement to the waterline; (2) repair or restore the easement area or Grantors' property disturbed or damaged by repairs, maintenance, or improvements to the waterline to a condition like or similar to the condition existing prior to the repair, maintenance, or improvement to the waterline; (3) give reasonable notice to Grantors, absent emergency, before beginning any repair, maintenance or improvement to the waterline. Grantors may, at their sole option, enforce or sue for breach of these conditions and covenants at law or in equity or both by all available remedies including an action for money damages.

TO HAVE AND TO HOLD to the Grantees, their heirs and assigns, forever.



George F. Seier, Jr.


Louise Seier Poundstone

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that George F. Seier, Jr., whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 27th day of February, 2000.

(NOTARIAL SEAL)


NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/27/04

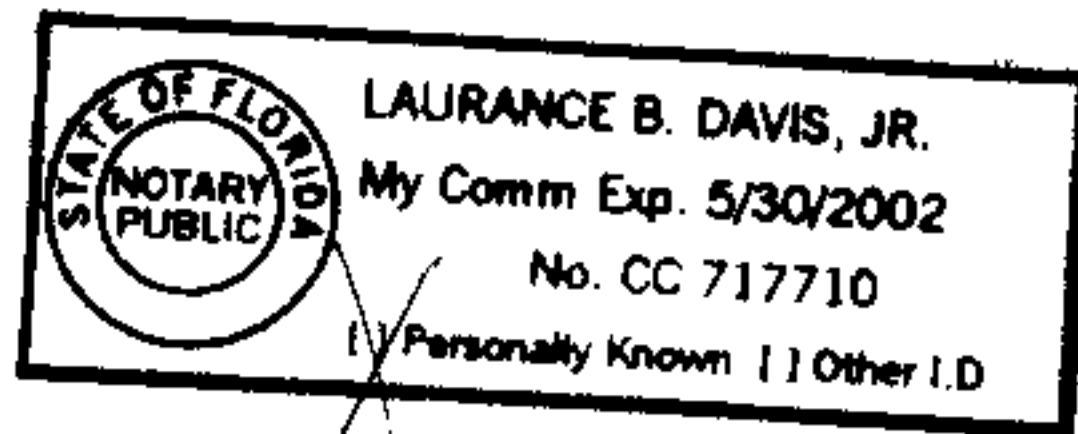
STATE OF FLORIDA)
Walter COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Louise Seier Poundstone, whose name 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 the conveyance, she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 20th day of February, ~~2000~~ 2001

(NOTARIAL SEAL)


NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES 8-14-2001.



Inst # 2001-14924

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SHELBY COUNTY JUDGE OF PROBATE

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