



20030414000225260 Pg 1/6 26.00
Shelby Cnty Judge of Probate, AL
04/14/2003 13:45:00 FILED/CERTIFIED

**EASEMENT FOR DISPOSAL FIELD
LOT 218 BENT RIVER COMMONS SECOND SECTOR**

WHEREAS, the Alabama Department of Health and the Shelby County Department of Health require land be designated and reserved for a disposal area for effluent treated by aerobic or anaerobic systems; and,

WHEREAS, certain parcels of property situated in Bent River Commons Second Sector as recorded in Map Book 20, page 76, in the office of the Judge of Probate of Shelby County, Alabama; Bent River Commons Second Sector as recorded in Map Book 25 page 25 in the Office of the Judge of Probate of Shelby County; Alabama Bent River Commons Third Sector as recorded in Map Book 25 page 147 in the Office of the Judge of Probate of Shelby County, Alabama; and certain resurveys of lots within the above Surveys; and the proposed subdivision on the parcels of real property more particularly described in Exhibit "A", attached hereto and made a part hereof, and any other parcels of real property for which the appropriate governmental authority shall approve from time to time for connection to and service by a cluster sewer system on the subject Lot 218, herein referred to as the "Cluster System", as the above described parcels of real property are developed and the effluent therefrom is disposed of; and,

WHEREAS, the Shelby County Department of Health has approved the operation of the system by the Community Environmental Systems, Inc., herein referred to as the "Grantee"; and,

WHEREAS, an easement over across and along the parcel of real property more particularly described in Exhibit "B", attached hereto and made a part hereof, is the site herein referred to as the "Disposal Easement" which is situated on a parcel of real property, to wit, Lot 218 Bent River Commons Second Sector, as recorded in Map Book 25 page 25, in the Office of the Judge of Probate, Shelby County, Alabama, herein referred to as "Lot 218", belonging to **WELLINGTON DEVELOPMENT CORPORATION**, an Alabama corporation, herein referred to as "Grantor". The Disposal Easement site has been selected by the design engineer and the Shelby County Department of Health as the most desirable location for the disposal of the treated effluent; and,

WHEREAS, the disposal system to be installed in the Disposal Easement is of a "Drip Irrigation" type and is only to dispose of treated effluent in an odorless and underground manner; and,

WHEREAS, Grantee, Community Environmental Systems, Inc., an Alabama Utility Corporation, is a utility operating such facilities pursuant to the regulations of the State of Alabama;

THEREFORE, in consideration of ten & 00/100 Dollars (\$10.00) and other good and valuable consideration, including the waiver for Grantor by Grantee of

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certain fees and charges, the receipt and sufficiency of which are acknowledged by the undersigned Grantor, and the Grantor does hereby grant, bargain, sell and convey, unto the undersigned Community Environmental Systems, Inc. an Alabama Corporation and Utility, an easement, along with rights of ingress and egress as herein set forth, for installation, operation, maintenance and use of the Disposal Easement as an effluent disposal field area for Lot 218, on, over, within, and across the real property described in Exhibit "B" attached hereto, subject to mortgages easements and covenants of record.

The Grantee does for itself and its successors and assigns covenant unto Grantors, their heirs, executors, successors, assigns and administrators and covenants and agrees to the following:

1. Install the disposal system in the Disposal Easement at no cost to the Grantor and in compliance with all governmental regulations and permits.
2. Waive all tap fees and charges and all annual or monthly fees for disposal of effluent originating from Grantor's above described Lot 218.
3. All work performed by Grantee, its contractors or agents within the Disposal Easement or Lot 218 shall be properly permitted with the appropriate governmental authority and performed by licensed and insured contractors or persons.
4. All expenses associated with the engineering, permitting, installation, operation, maintenance or removal of the disposal system from lot 218 as described above shall be borne solely by the Grantee, and shall be paid in full when due, and Grantee shall hold Grantor harmless from any loss, judgement, or lien, including but not limited to, legal defense or court expense, arising from same.

Grantor does hereby covenant, agree, grant and convey ingress and egress access onto, over and across the above described Lot 218 to the Disposal Easement and access to Grantee to install, service, operate, test, monitor, maintain and remove all or part of the disposal system, if required by the appropriate governmental authority, within the Disposal Easement.

Grantor further agrees to abide by each and every term and condition required of persons discharging into the Utility's Cluster Sewer System except the payment of user fees waived herein and agrees to the same covenants requires of the other parcels and shall record same for Lot 218.

And I, the undersigned Grantor, do for myself and for my heirs, executors, successors, assigns and administrators covenant with the said Grantee its successors and assigns, that we are lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have good right to sell and convey the herein described easement as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

As used herein the singular may be the plural and one gender may another

IN WITNESS WHEREOF, the said Grantor, and Grantee by its duly authorized officer, have hereunto set their hands and seals, this 26th day of March, 2003.

GRANTOR:
WELLINGTON DEVELOPMENT CORPORATION

BY: 
CHARLES G. KESSLER, JR.
ITS PRESIDENT

GRANTEE:
COMMUNITY ENVIRONMENTAL SYSTEMS, INC.

By: 
BOB R. GUTHRIE
ITS PRESIDENT

ACKNOWLEDGMENTS

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, Donald Nelson Guthrie, a Notary Public for said County, in said State, hereby certify that CHARLES G. KESSLER, JR. in his duly authorized capacity as President of Wellington Development Corporation, Grantor, whose names 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 voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 26th day of March, 2003.


NOTARY PUBLIC
My Commission expires 11/23/04

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, DONALD NELSON GUTHRIE, a Notary Public for said County, in said State, hereby certify that BOB R. GUTHRIE in his duly authorized capacity as President of Community Environmental Systems, Inc., Grantee, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 26th day of March, 2003.



NOTARY PUBLIC

My Commission expires: 11/23/09

EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPOSED ADDITION FOUR TO BENT RIVER COMMONS

Parcel One:

Commence at the Northwest Corner of Section 20, Township 19 South, Range 2 West; Thence run South 88° 38' 13" East along the North line of said Section a distance of 122.50 Feet to the Easterly Right-of-Way Line of Alabama Interstate Highway 65; Thence run South 17° 01' 24" East along said Right-of-Way a distance of 125.63 Feet to the Point of Beginning; Thence South 87° 00' 36" East a distance of 346.46 Feet to a point; Thence North 84° 15' 30" East a distance of 152.77 Feet to a point around a curve to the left through a central angle of 10° 08' 05" an arc distance of 62.52 Feet a cord bearing of South 23° 50' 33" East a distance of 62.44 Feet to a point; Thence South 28° 55' 55" East a distance of 330.38 Feet to a point; Thence North 61° 04' 03" East a distance of 260.00 Feet to a point; Thence South 36° 06' 39" East a distance of 74.45 feet to a Point; Thence North 57° 42' 41" East a distance of 150.00 Feet to a point; Thence North 24° 54' 01" East a distance of 150.00 Feet to a point; Thence North 08° 31' 60" East a distance of 174.43 Feet to a point; Thence South 89° 51' 55" East a distance of 390.00 Feet to a Point; Thence South 10° 05' 58" East a distance of 192.95 Feet to a point; Thence South 03° 01' 23" East a distance of 277.24 feet to a point; Thence South 04° 25' 27" East a distance of 300.50 Feet to a point; Thence South 11° 23' 11" East a distance of 251.34 Feet to a point; Thence North 88° 44' 34" West a distance of 1437.49 Feet to a point said point being on the Easterly Right-of-Way Line of Alabama Interstate 65; Thence along said Right-of-Way Line North 12° 29' 16" West a distance of 290.64 Feet to a point; Thence North 17° 01' 24" West a distance of 620.32 Feet to the Point of Beginning.

Parcel Two:

A parcel of land in the Northwest 1/4 of Section 20, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southeast Corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, and run North 01° 13' 49" West along the east line of said 1/4 - 1/4 Section for 297.14 Feet to the Point of Beginning of the tract of land herein described; Thence run North 89° 27' 19" West for 937.47 Feet to a point on the East Right-of-Way Line of Interstate Highway Number 65; Thence run South 09° 32' 41" East along said Right-of-Way Line for 35.00 Feet; Thence run South 02° 58' 00" East along said Right-of-Way Line for 87.68 Feet to the centerline of the Cahaba River; Thence run South 29° 49' 41" East along the centerline of said river for 236.56 Feet; Thence run South 39° 58' 18" East along the centerline of said river for 59.87 Feet; Thence run South 28° 58' 39" East along the centerline of said river for 273.83 Feet; Thence run South 42° 51' 18" East along the centerline of said river for 50.28 Feet; Thence run South 34° 27' 01" East along the centerline of said river for 606.22 Feet; Thence run South 33° 07' 00" East along the centerline of said river for 99.18 Feet; Thence run South 85° 47' 49" East along the centerline of said river for 114.43 Feet; Thence run North 74° 00' 49" East along the centerline of said river for 190.97 Feet; Thence run North 59° 16' 20" East along the centerline of said river for 86.48 Feet; Thence run North 37° 55' 03" East along the centerline of said river for 92.17 Feet; Thence run North 23° 16' 43" East along the centerline of said river for 97.04 Feet; Thence run North 12° 59' 35" East along the centerline of said river for 96.25 Feet; Thence run North 20° 29' 37" East along the centerline of said river for 195.32 Feet; Thence run North 39° 46' 47" East along the centerline of said river for 299.63 Feet; Thence run North 47° 51' 27" East along the centerline of said river for 103.45 Feet; Thence run North 22° 09' 01" East along the centerline of said river for 175.08 Feet; Thence run North 19° 08' 16" West along the centerline of said river for 242.45 Feet to a point on the North line of the Northeast 1/4 of the Northwest 1/4 of Section 20; Thence run North 89° 27' 19" West along the North line of said 1/4 - 1/4 Section 605.05 Feet to the Point of Beginning.

EXHIBIT "B"

EASEMENT LEGAL DESCRIPTION

DRIP DISPOSAL AREA

STATE OF ALABAMA)

SHELBY COUNTY)

Easement area for sanitary sewer drip irrigation system being situated in a part of Lot 218 of Bent River Commons Second Sector as Recorded in Map book 25, page 25 in the Office of the Judge of Probate of Shelby County, Alabama, to wit: Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 19 South, Range 2 West; Thence run North 00° 07' 52" East along the East line of said 1/4-1/4 Section a distance of 55.39 Feet to the Point of Beginning; Thence run North 12° 30' 26" West a distance of 68.19 Feet to a point; Thence run North 69° 24' 36" West a distance of 180.43 Feet to a point; Thence run South 20° 35' 24" East a distance of 186.84 Feet to a point; Thence run North 89° 51' 55" West a distance of 210.00 Feet to a Point; Thence run North 12° 30' 26" West a distance of 45.46 Feet to the Point of Beginning.