

STATE OF ALABAMA

SHELBY COUNTY

EASEMENT



20030708000427750 Pg 1/4 20.00
Shelby Cnty Judge of Probate, AL
07/08/2003 08:53:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, Joyce E. Woods, a widow, hereinafter called "Grantor" and Nancy Joy Young and husband, Donald Gene Young, hereinafter called "Grantee," does hereby GRANT, BARGAIN, SELL AND CONVEY unto said Grantee an easement and right-of-way into, upon and across the following described real property of the Grantor situated in Shelby County, Alabama:

SEE ATTACHED EXHIBIT "A"

DONALD G. YOUNG AND DONALD GENE YOUNG ARE ONE AND THE SAME PERSON.

The right-of-way, easement, rights, and privileges herein granted shall be used only for the purpose of maintenance of septic tank field lines and for no other use or purpose unless herein stated. At no time shall any type of fence, building, or structure of any type be located within the aforesaid easement that would in any way interfere with Grantee's use of this easement.

The easement, rights, and privileges herein granted shall be perpetual, ~~except~~ as may be limited herein. Grantor hereby binds himself, his heirs, and ~~legal~~ representatives, to warrant and forever defend the above-described easement and rights unto Grantee, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights with the area covered by this grant.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the above-described property of Grantor as may be reasonably necessary to maintain and repair within the right-of-way granted hereby the facilities contemplated by this grant. Upon the completion of any maintenance or repair, Grantee shall repair, replace and restore all ground which may have been disturbed by Grantee to the condition said ground was in immediately prior to the making of said repairs or maintenance. Grantee, their heirs and assigns, shall not be allowed to replace or expand any of the existing field lines and once the Grantee's field lines are no longer operable and have to be replaced, then this easement shall cease and the land subject to said easement shall be free and clear of said easement. Further provided that the Grantee, their heirs and assigns, may landscape but not place any permanent improvement upon this easement area.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement.

IN WITNESS WHEREOF, this instrument is executed this 18th day of JUNE, 2003.

Joyce E. Woods
Joyce E. Woods Grantor

Nancy Joy Young
Nancy Joy Young Grantee

Donald Gene Young
Donald Gene Young Grantee

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joyce E. Woods, a widow whose name is signed to the foregoing Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Easement she executed the same voluntarily on the day the same bears date.

Given under my hand this the 18th day of JUNE, 2003.

Michelle I. Earle
NOTARY PUBLIC

[Seal]

My Commission Expires: 11-4-06

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nancy Joy Young and husband, Donald Gene Young whose names are signed to the foregoing Easement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Easement they executed the same voluntarily on the day the same bears date.

Given under my hand this the 18th day of JUNE, 2003.

Michelle I. Earle
NOTARY PUBLIC

[Seal]

My Commission Expires: 11-4-06

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EXHIBIT "A"

BEGIN AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 1 EAST, THENCE RUN SOUTH ALONG THE EAST LINE OF SAID ½, 1/4, 1/4 SEC. A DISTANCE OF 708.00 FEET; THENCE TURN AN ANGLE OF 75 DEG. 16 MIN. 47 SEC. TO THE RIGHT AND RUN A DISTANCE OF 298.89 FEET; THENCE TURN AN ANGLE OF 81 DEG. 06 MIN. 38 SEC. TO THE RIGHT AND RUN DISTANCE OF 700.00 FEET; THENCE TURN AN ANGLE OF 99 DEG. 33 MIN. 22 SEC. TO THE RIGHT AND RUN A DISTANCE OF 587.00 FEET TO THE POINT OF BEGINNING. SITUATED IN THE W1/2 OF THE NW 1/4 OF THE SE 1/4 OF SEC. 22, T-21-S, R-1-E, SHELBY COUNTY, ALABAMA, AND CONTAINING 7.00 ACRES.

LESS AND EXCEPT:

SAID PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN INSTRUMENT 1997-25026 DATED 8/7/1997 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

AND

SAID PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED IN INSTRUMENT 2000-20515 DATED 6/20/2000 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.