

STATE OF ALABAMA )

SHELBY COUNTY )

20041206000667390 Pg 1/4 23.50  
Shelby Cnty Judge of Probate, AL  
12/06/2004 15:59:00 FILED/CERTIFIED

EASEMENT FOR SANITARY SEWER LINES AND WATER LINES

\$500.00

In consideration of ten dollars (\$10.00) and other valuable consideration paid to Highland Lakes Development, Ltd., (hereinafter called "Grantor") by Double Oak Water Reclamation, LLC, a corporation organized under and by virtue of the laws of the State of Alabama, (hereinafter called "Double Oak Water"), the receipt and sufficiency of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto Double Oak Water, its successors and assigns, an easement (hereinafter called "Easement") over, across, under and through the hereinafter described real estate for the purposes of, at such times and from time to time in the future as Double Oak Water may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing sanitary sewer pipelines and water pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by Double Oak Water to be necessary or useful in connection with the collection and sale of water (hereinafter collectively called "Pipelines"), together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress and egress over the hereinafter described real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, (except that Grantor may plant and maintain landscaping to beautify the Highway 41 entrance to the Highland Lakes community), whether located upon or near the Easement, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Pipelines, and together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and remove or otherwise disturb paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to Double Oak Water hereunder, subject to Double Oak Water's obligation to repair any damage done by it to the paving or other road covering; said real estate being described as follows:

the strips or parcels of land which are a part of the real estate described on Exhibit

A attached hereto

Thornton Construction



The rights and privileges herein granted are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with Double Oak Water that the Grantor is lawfully seized in fee simple of the above described real estate, that it is free from all encumbrances, except as set forth in this paragraph and that the Grantor has a good right to grant the easement and right of way granted hereby as aforesaid and that the Grantor will warrant against the claims of all persons subject to current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by Double Oak Water. The easement granted hereby is granted subject to easements and restrictions of record including, without limitation, the following:

A. Real estate ad valorem taxes for the tax year ending September 30, 2004.

B. Declaration of restrictions, covenants and conditions as set out in Inst. # 1994-7111, Inst. #1996-17543 and Inst. # 1999-31095 along with Articles or Incorporation of Highland Lakes Residential Association, Inc. recorded as Inst. # 9402/3947 in the Probate Office.

C. Existing easements, restrictions and limitations of record.

2. The Grantor agrees not to construct, cause to be constructed, or permit to be constructed, on the above described real estate any lake or pond or any building or structure of any kind which would prevent ready access to, or interfere with, the Pipelines for any of the purposes hereinabove set forth.

3. No delay of Double Oak Water in the use of the easement and rights granted or in laying or installing Pipelines in or along the Easement shall result in the laying or installing or abandonment of any right, title, interest, right of way, easement or estate granted hereby.

4. By the acceptance of this instrument, Double Oak Water agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by Double Oak Water. Double Oak Water agrees to repair at its sole cost, any damage caused to the Easement areas by it or its contractors and subcontractors, including damage to any pavement, gutters, curbing, landscaping and other permitted improvements within the Easement areas. If Double Oak Water damages the Easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

5. Double Oak Water reserves the absolute right to use the real estate subject

to Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to Double Oak Water.

6. This instrument states the entire agreement between the Grantor and Double Oak Water and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by written instrument signed by the Grantor and Double Oak Water.

7. This instrument shall inure to the benefit of, and be binding upon the Grantor and Double Oak Water and their respective successors and assigns.

To have and to hold unto Double Oak Water, its successors and assigns forever.

IN WITNESS WHEREOF, Highland Lakes Development, Ltd., had caused this Instrument to be executed by its duly authorized corporate officer, on this 30<sup>th</sup> day of June, 2004.

GRANTOR:

Highland Lakes Development, Ltd.

An Alabama Limited Partnership  
BY: Eddleman Properties, Inc.  
Its General Partner

ATTEST:

Brandi M. Kimbrell  
Its \_\_\_\_\_

By:

Douglas D. Eddleman  
Douglas D. Eddleman,  
Its President

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., an Alabama Corporation, which is General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal this the 30<sup>th</sup> day of June, 2004.

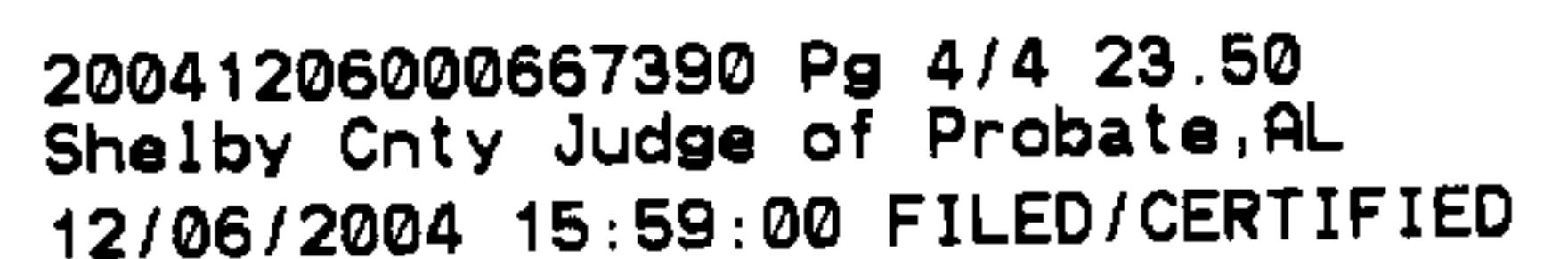
Donna D. Rainey  
Notary Public

My Commission expires: 12/1/06

AFFIX SEAL

NOTARY PUBLIC STATE OF ALABAMA  
COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS





05-26-04  
Date of Signature

