

\$ 500

SANITARY SEWER RIGHT OF WAY DEED

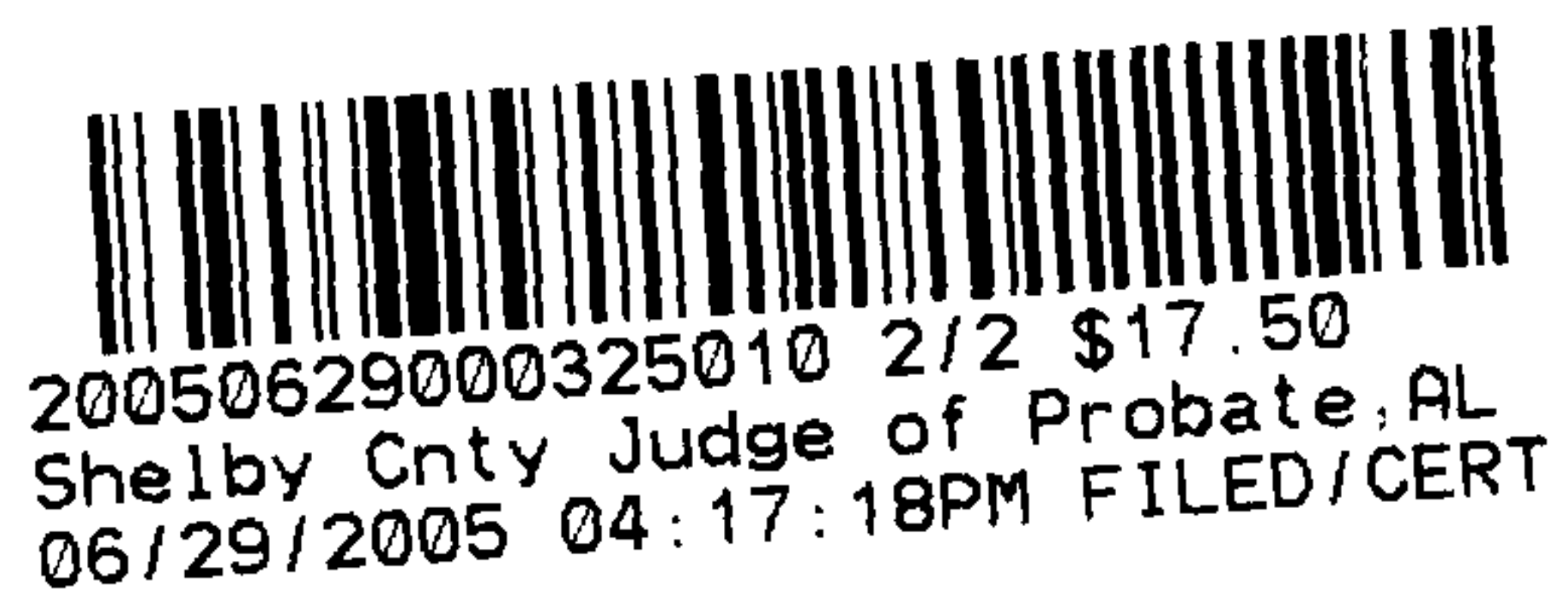
20050629000325010 1/2 \$17.50
Shelby Cnty Judge of Probate, AL
06/29/2005 04:17:18PM FILED/CERT

**STATE OF ALABAMA)
SHELBY COUNTY)**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE & 00/100 Dollars (\$ 1.00) cash in hand paid by Double Oak Water Reclamation, LLC ("DOWR"), the receipt whereof is hereby acknowledged, the undersigned, EBSCO DEVELOPMENT COMPANY, INC., an Alabama corporation ("Grantor"), does hereby grant, bargain, sell and convey unto the said DOWR, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of underground sewer pipelines and other apparatus and underground and surface support facilities, including access points, stubouts and manholes, said right-of-way and easement being located in Shelby County and described as follows:

A parcel of land situated in the SW ¼ of the NE 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Ten feet (10') on each side of, parallel to, and abutting the following described centerline: Commence at the Northwest corner of the S.W. ¼ of the N.E. ¼ of Section 3, Township 19 South, Range 1 West and run in an Easterly direction along the North line of said ¼ - ¼ section a distance of 289.85 feet; thence turn an angle of 97°34'28" to the right and run in a Southwesterly direction a distance of 136.73 feet to the Northeast corner of the Clear Springs Baptist Church Parcel as recorded in the Shelby County Probate Office instrument number 2001-45087; thence continue along the last described course, and along the Eastern boundary line of said Clear Springs Baptist Church Parcel a distance of 349.96 feet to the Southeast corner of said parcel; thence leaving said Clear Springs Baptist Church Parcel boundary line continue along the last described course a distance of 50.17 feet; thence turn an angle of 69°25'28" to the left and run in a Southeasterly direction a distance of 160.07 feet; thence turn an angle of 96°02'48" to the left and run in a Northeasterly direction a distance of 61.14 feet; thence turn an angle of 5°34'37" to the right and run in a Northeasterly direction a distance of 56.79 feet; thence turn an angle of 24°17'24" to the right and run in a Northeasterly direction a distance of 27.65 feet; thence turn an angle of 7°28'10" to the right and run in a Northeasterly direction a distance of 59.57 feet; thence turn an angle of 33°30'59" to the left and run in a Northeasterly direction a distance of 88.91 feet; thence turn an angle of 12°16'22" to the right and run in a Northeasterly direction a distance of 138.18 feet; thence turn an angle of 66°36'04" to the right and run in a Southeasterly direction a distance of 35.59 feet to the POINT OF BEGINNING; thence turn 66°17'35" to the left and run in a Northeasterly direction a distance of 54.76 feet; thence turn an angle of 12°59'57" to the left and run in a Northeasterly direction a distance of 149.12 feet; thence turn 48°26'22" to the right and run in a Northeasterly direction a distance of 14.43 feet to a point on the easterly boundary of the property to be deeded to the Hilltop Montessori school, and the proposed western right-of-way of Abbott Square, a proposed private road, and the end of this sanitary sewer right-of-way.



For the consideration aforesaid, the Grantor does grant, bargain, sell and convey unto said DOWR the right and privilege of a perpetual use of said lands for such purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of Grantor adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing, roadways or parking areas) on, over, across or upon said area herein conveyed without the written permission from DOWR.

Grantor covenants with said DOWR that Grantor is seized in fee-simple of said premises and has a good right to sell and convey the same and that the same are free from all encumbrances, and Grantor will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, all on this day of 29, June, 2005.

EBSCO DEVELOPMENT COMPANY, INC.,
an Alabama corporation

By: John D. Freeman, Jr.
Its: V. P. and General Sign

**THE STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned authority, in and for said County, in said State, hereby certify that John O. Freeman Sr whose name as V.P. & General Mgr. of EBSCO Development Company, Inc., an Alabama corporation is signed to the foregoing conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 29th day of June, 2005.

Mary Elizabeth Jones
Notary Public
My commission expires 07/28/07

Shelby County, AL 06/29/2005
State of Alabama

1/1346624.1

Deed Tax: \$.50