



20050822000430160 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
08/22/2005 10:42:03AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

*Consideration
\$1500.00*

EASEMENT

In consideration of **ONE DOLLAR** and **NO CENTS** and other good and valuable considerations paid in hand by **STEVEN BOWMAN** (hereinafter referred to as "Bowman") to **ENVIROBUILD, INC.**, (hereinafter called "Grantors"), the receipt and sufficiency of which the Grantors hereby acknowledge. The Grantors hereby grant to Bowman a easement over, across, and under the hereinafter-described real estate, to provide a perpetual easement to Bowman and his heirs, assigns, tenants, invitees, and designees (hereinafter called "Easement") for a septic system, approved by the Shelby County Heath Department, to remain until a public sanitary sewer is available in this area. This easement is more particularly described as follows:

Begin at the southwest comer of lot 71 of Saddle Lake Farms Condominium as recorded in Map Book 20, Page 20 in the Office of the Judge of Probate of Shelby County, Alabama. Thence from the southwest comer of Lot 71, N 63 deg-30'-58" E a distance of 150.33'; thence N 40 deg-54'-03" E a distance of 59.92'; thence S 49 deg-05'-57" E a distance of 299.96'; thence N 77 deg-53'-07" W a distance of 410.69' to the **Point** of Beginning of said easement and southwest comer of Lot 71.

"Exhibit A", a map drawing of the above described easement is attached hereto and made a part hereof this instrument.

Bowman and his heirs, assigns, tenants, invitees, and designees agree that they shall not, and shall not have the right to, place or install any improvements, structures or other property, real or personal, under, upon or above the Easement for any other purpose other than placement of a sanitary septic system and/or maintenance and repairs of said system.

To have and to hold the Easement and the rights referred to hereinabove to Bowman, his heirs and assigns, forever, however, Bowman and his heirs, assigns, tenants, invitees, and designees agree, in the event a public sanitary sewer becomes available to Unit 71, Saddle Lake Farms

Battle

Condominium, Bowman shall have 90 days to connect to the public sanitary sewer and this Easement shall terminate.

This instrument shall be binding upon the Grantors, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Gerd R. Anderson in his capacity as President of EnviroBuild, Inc. does hereby execute this instrument voluntarily on this the 12th day of July, 2005.

ENVIROBUILD, INC.

By Gerd R. Anderson
It's President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, Stephanie Jones, a Notary Public for said County, in said State, certify that Gerd R. Anderson whose name as President of EnviroBuild, Inc., a Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such office and with full authority, executed the same voluntarily and as the act of the corporation and association.

Given under my official seal, this the 12th day of July, 2005.

Stephanie Jones
NOTARY PUBLIC
My Commission Expires _____

STEPHANIE JONES
Notary Public - Alabama, State At Large
My Commission Expires 2 / 26 / 2009

"EXHIBIT A"

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