



20060104000004530 1/2 \$14.50
Shelby Cnty Judge of Probate, AL
01/04/2006 10:07:57AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT

500 0.24

In consideration of **Ten DOLLAR and NO CENTS (\$10.00)** and other good and valuable considerations paid in hand by **WAYNE R. SATTERWHITE** and wife, **MARTHA S. SATTERWHITE**, and **LARRY G. SATTERWHITE** and wife, **SARA JIM SATTERWHITE** (hereinafter referred to as *Grantee* *EW*) to **ENVIROBUILD, INC.** (hereinafter called "Grantor"), the receipt and sufficiency of which the Grantors hereby acknowledge. The Grantor hereby grant to Satterwhite a permanent easement over, across, and under the hereinafter described real estate to provide pedestrian and vehicular ingress to, and egress from the NE1/4 of the NW1/4 of Section 4 Township 21 South, Range 2 West, Shelby County, Alabama (hereinafter called "Property") for Satterwhite and his heirs, assigns, tenants, invitees, and designees (hereinafter called "Easement"):

A 60' wide easement situated in the NE 1/2 of the NE 1/4 of the NE 1/4 of Section 5, Township 21 South, Range 2 West more particularly described as follows:

Commence on the centerline of the cul-de-sac terminating on lots 205 and 206 as recorded in Map Book 29, Page 34, in the Office of the Judge of Probate, Shelby County, Alabama, the centerline of said easement running N 64 degrees 21'0"E a distance of approximately 305 feet until it intersects the North line of lot 205 and the East line of lot 206, the end of the easement. Said easement shall be a uniform width of 30 feet on both sides of the centerline.

In addition to the other rights hereby granted to Satterwhite, Satterwhite shall have the right, but not the obligation, to (a) construct a road upon all or any portion of the Easement; (b) grade and/or pave, from time to time, all or any portion of the Easement; (c) use, maintain and repair any such road, including the shoulders thereof; (d) install, or have installed, over and/or beneath the surface of the land across which the Easement is located, fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities which are necessary or desirable to provide sewer, gas, electric, water, telephone and any other utility service to the Property; (e) maintain, repair, and replace all such utility fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities. Satterwhite shall have the right, but not the obligation, to dedicate the road to Shelby County or to such municipality. The Grantor agree to cooperate with Satterwhite with regard to such dedication and to do such things and to take such action as may be necessary to accomplish the dedication of the road.

Satterwhite's failure, for any period or periods of time, to use the Easement or to construct a road upon the Easement or to use any road constructed upon the Easement, shall not terminate, limit or affect any of Satterwhite's rights under this instrument.

The Grantor 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 which may interfere with the rights of Satterwhite under this instrument.

To have and to hold the Easement and the rights referred to hereinabove to Satterwhite, his heirs and assigns, forever.

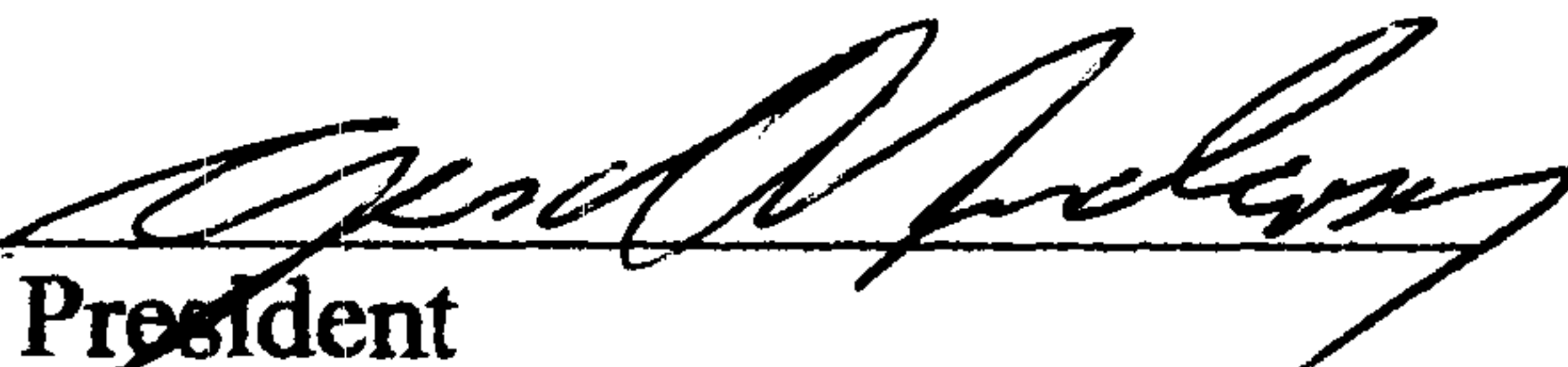
This instrument shall be binding upon the Grantors, their heirs, personal representatives, and assigns and this instrument shall inure to the benefit of Satterwhite, their heirs, assigns, tenant, invitees and designees.

IN WITNESS WHEREOF, Gerd R. Anderson in his capacity as President of EnviroBuild, Inc. and Saddle Lake Farms Association, Inc. does hereby execute this instrument voluntarily on this the 17th day of NOVEMBER, 2004.5

ENVIROBUILD, INC.

Shelby County, AL 01/04/2006
State of Alabama

Deed Tax: \$.50

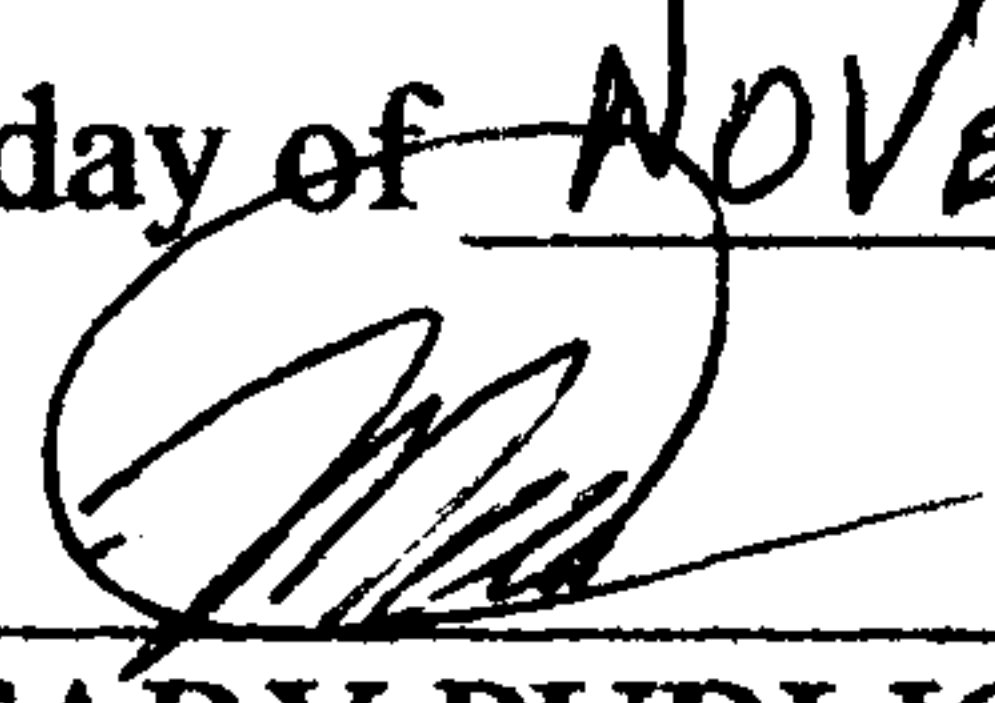
By 
It's President

ACKNOWLEDGEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, MEIR WILLIAM BENCHITRIT, a Notary Public for said County, in said State, certify that Gerd R. Anderson whose name as President of EnviroBuild, Inc., a Corporation, and as President of Saddle Lake Farms Association, Inc., a non-profit 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 17 day of NOVEMBER, 2005.


NOTARY PUBLIC

My Commission Expires MEIR WILLIAM BENCHITRIT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
OCTOBER 14, 2007