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Shelby Cnty Judge of Probate, AL  
07/27/2006 08:29:35AM FILED/CERT

STATE OF ALABAMA}

SHELBY COUNTY}

**EASEMENT FOR SANITARY SEWER LINES AND WATER LINES**


In consideration of Two Thousand Five Hundred Dollars (\$2,500.00) and other valuable consideration paid to Barry W. Walker and Natasha J. McGlothan-Walker, husband and wife, (hereinafter called "Grantor") by The Water Works and Sewer Board of the City of Birmingham, a public corporation organized under and by virtue of the laws of the State of Alabama, (hereinafter called "Board"), the receipt and sufficiency of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Board, 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 the Board may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing sanitary sewer pipelines and force main and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Board to be necessary or useful in connection with the collection and treatment of sewage and the transportation, distribution 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, 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 the Board hereunder, subject to the Board's obligation to repair any damage done by it to the paving or other road covering; said real estate being described as follows:

Commence at the Southmost corner of Lot 806, according to the Survey of Highland Lakes 8<sup>th</sup> Sector, as recorded in Map Book 23, Page 145, Shelby County, Alabama; thence run northwesterly along the southwest line of said Lot 806 for 10.37 feet; thence turn 92 degrees 07 minutes 52 seconds right and run northeasterly for 20.01 feet to the beginning of a curve to the right and point of beginning of the easement herein described; thence continue running northeasterly along said curve, 10.00 feet northwest of and parallel to the northwest right of way line of Highland Park Drive, said curve having a radius of 537.86 feet and a central angle of 13 degrees 25 minutes 20 seconds; thence run along said curve for 126.00 feet to the point of tangent to said curve; thence run along said tangent 38.46 feet to a point on the southwest right of way line of Highland Lakes Road, said point being on a curve to the right having a radius of 25.00 feet and a central angle of 53 degrees 07 minutes 44 seconds; thence run along said curve and said

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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right of way line for 23.18 feet to a point on the Northwest right of way line of Highland Park Drive and the point of a tangent to said curve; thence run along the tangent to said curve at said point for 18.46 feet to the point of beginning of a curve to the left having a radius of 527.86 feet and a central angle of 13 degrees 22 minutes 55 seconds; thence run along said curve and said right of way line for 123.29 feet; thence turn 87 degrees 49 minutes 43 seconds right from the tangent to said curve at said point and run 10.01 feet to the point of beginning.

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 the Board that the Grantor is lawfully seized in fee simple of the above described real estate, that it is free from all encumbrances, except as hereinafter 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 the Board. The easement granted hereby is granted subject to easements and restrictions of record including, without limitation, the following:
  - A) A first mortgage to Wells Fargo Bank, N.A. from Barry W. Walker and Natasha J. McGlothan-Walker executed on December 22, 2004 and recorded January 12, 2005 in Instrument No. 20050112000019780 in the Probate Court of Shelby County, Alabama.
  - B) A future advance mortgage to AmSouth Bank from Barry W. Walker and Natasha J. McGlothan-Walker, A/K/A Natasha J. Walker executed on December 27, 2005 and recorded January 18, 2006 in Instrument No. 20060118000028040 in the Probate Court of Shelby County, Alabama.
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 the Board in the use of the easement and rights hereby granted or in laying or installing Pipelines in or along the Easement shall result in the loss, limitation or abandonment of any right, title, interest, right of way, easement or estate granted hereby.
4. By the acceptance of this instrument, the Board 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

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the Board. The Board 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 the Board 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. The Grantor reserves the absolute right to use the real estate subject to the Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board.
6. This instrument states the entire agreement between the Grantor and the Board 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 a written instrument signed by the Grantor and the Board.
7. This instrument shall inure to the benefit of, and be binding upon the Grantor and the Board and their respective successors and assigns.

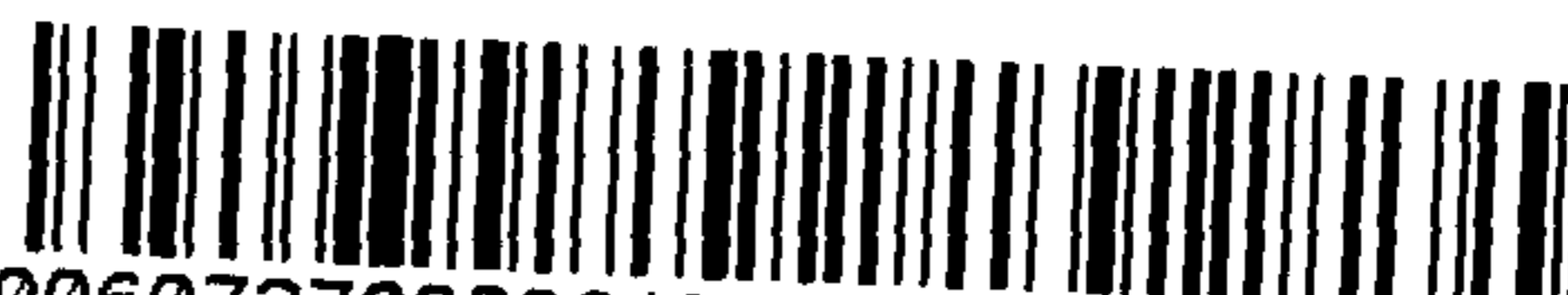
To have and to hold unto the Board, its successors and assigns forever.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals this  
\_\_\_\_ day of \_\_\_\_\_, 2006.

PORTIA B. MCGLOTHAN  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES JANUARY 31, 2007

  
Barry W. Walker

  
Natasha J. McGlotham-Walker



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STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Barry W. Walker and Natasha J. McClothan-Walker, whose names are signed to foregoing instrument, and who are known by me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 20 day of June,  
2006.

Portia B. McGlothan

PORTIA B. MCGLOTHAN

NOTARY PUBLIC

ALABAMA STATE AT LARGE

MY COMMISSION EXPIRES JANUARY 31, 2011

Notary Public

My commission expires: \_\_\_\_\_