


STATE OF ALABAMA
SHELBY COUNTY

500.00 Tg


20060823000411720 1/7 \$29.50
Shelby Cnty Judge of Probate, AL
08/23/2006 10:20:33AM FILED/CERT

EASEMENT

THIS EASEMENT, is made and entered into as of the 27 day of October, 2005, by and between **THOMAS G. BULLARD** (herein referred to as the "Grantor") and **THOMAS W. JOHNSON and PATRICIA P. JOHNSON** (herein referred to as the "Grantee").

RECITALS

Grantor is the owner of that certain property described in Exhibit "A" which is attached hereto and made a part hereof (the "Property"), which Grantor hereby conveys to Grantee the right to install, maintain, repair and replace utility lines to service Grantee's property.

Grantee is the owner of that certain property described in Exhibit "B" which is attached hereto and made a part hereof, and shall be referred to as the "Benefitted Property."

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee covenant and agree for each other, and their heirs, successors and assigns, as follows:

1. **Grant of Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, their heirs, successors and assigns, an easement on Grantor's property, including the right to construct, install, maintain, repair, and replace utility lines on the Grantor's Property, including but not limited to, Wilsonville Water Works, to service Grantee's Benefitted Property. Grantee agrees to maintain the utility lines in good condition and repair. Grantee is hereby granted an easement for access to the Property for the construction, maintenance, repair and replacement of the utility lines. In addition, if required, Grantee shall have the right to install, maintain, repair and replace any secondary utility lines as required to service Grantee's Benefitted Property. Any cost, expense, or governmental requirements shall be at Grantee's sole cost and expense. Grantor agrees and covenants not to do anything contrary with the installation and usage of the utility lines so long as they are being used by Grantee.
2. **Maintenance of Utility Lines.** Grantee hereby agrees to maintain, repair and replace if necessary, and to install any secondary utility lines, with no cost to Grantor whatsoever. Grantee hereby indemnifies and holds the Grantor harmless from any liens, claims, damages, or encumbrances, resulting from the construction, maintenance, operation, or use of the Easement, herein cause by Grantee, or its designees, tenants, contractors, licensees or invitees.

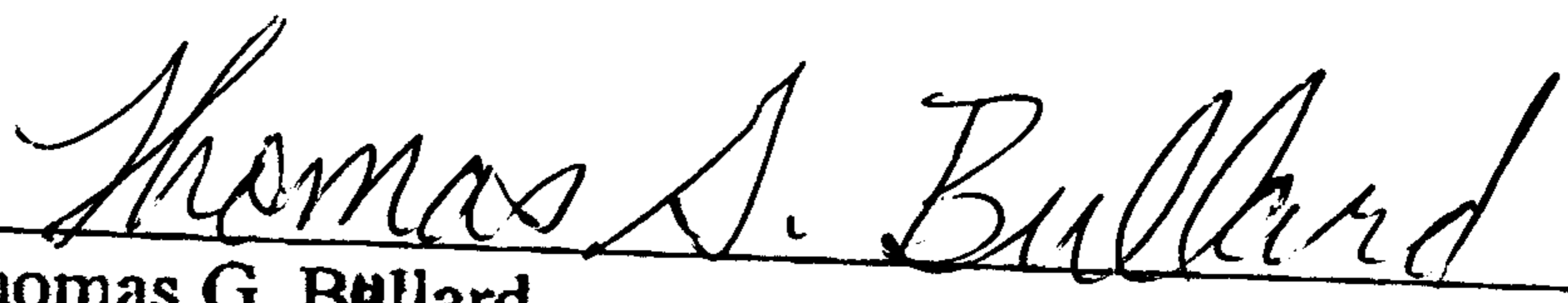


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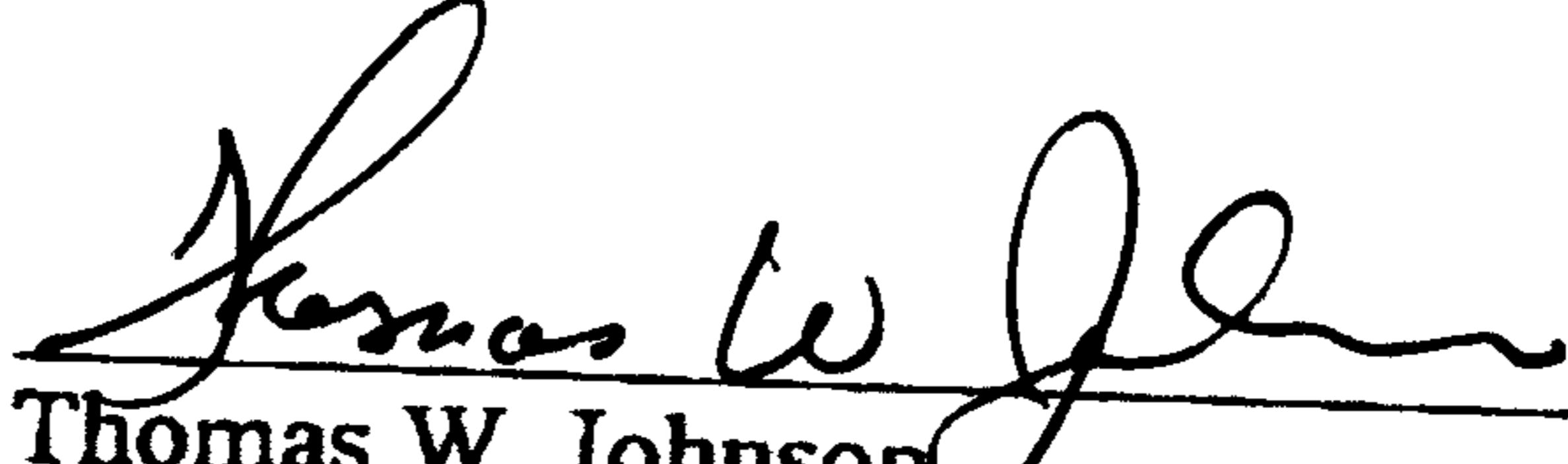
- 3. **Termination of Easement.** The Grantee may terminate this Easement by recording a release in the Shelby County Probate Office.
- 4. **Covenants Running with the Land.** The Easement hereby granted, and the obligations imposed, and the agreements herein contained shall be easements, restrictions, covenants running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, successors and assigns;
- 5. **Private Easement.** The easements, rights, and covenants established, created and granted, in this instrument are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their heirs, successors and assigns, and not of creating any rights in the public.
- 6. **Cost of Construction.** The cost of construction, installation, and building of the improvements shall be borne by Grantee. All construction and building shall be done in accordance with all applicable laws, ordinances and regulations. The Grantee hereby agrees that no lien shall be permitted to attach to the Grantor's Property, during any construction, maintenance or repair of the Easement or the improvements by Grantee. In the event such a lien is filed, based upon work performed by Grantee, or its contractors, Grantee shall immediately pay to have the same removed.

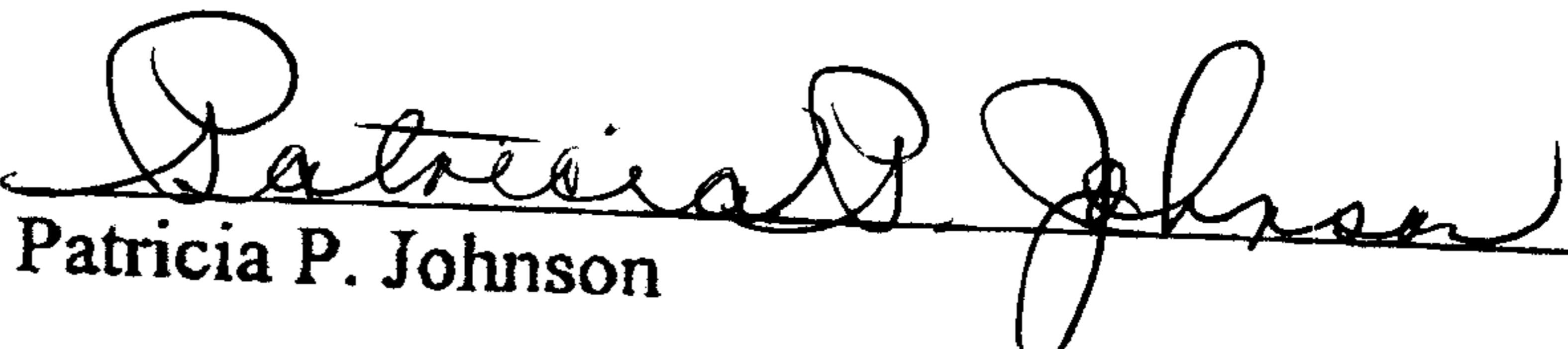
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


Thomas G. Bullard

GRANTEE:


Thomas W. Johnson


Patricia P. Johnson



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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Ballard, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of October, 2005.

Kay M. Ray
Notary Public
My commission expires: 02/11/2006

STATE OF ALABAMA)
COUNTY OF _____)

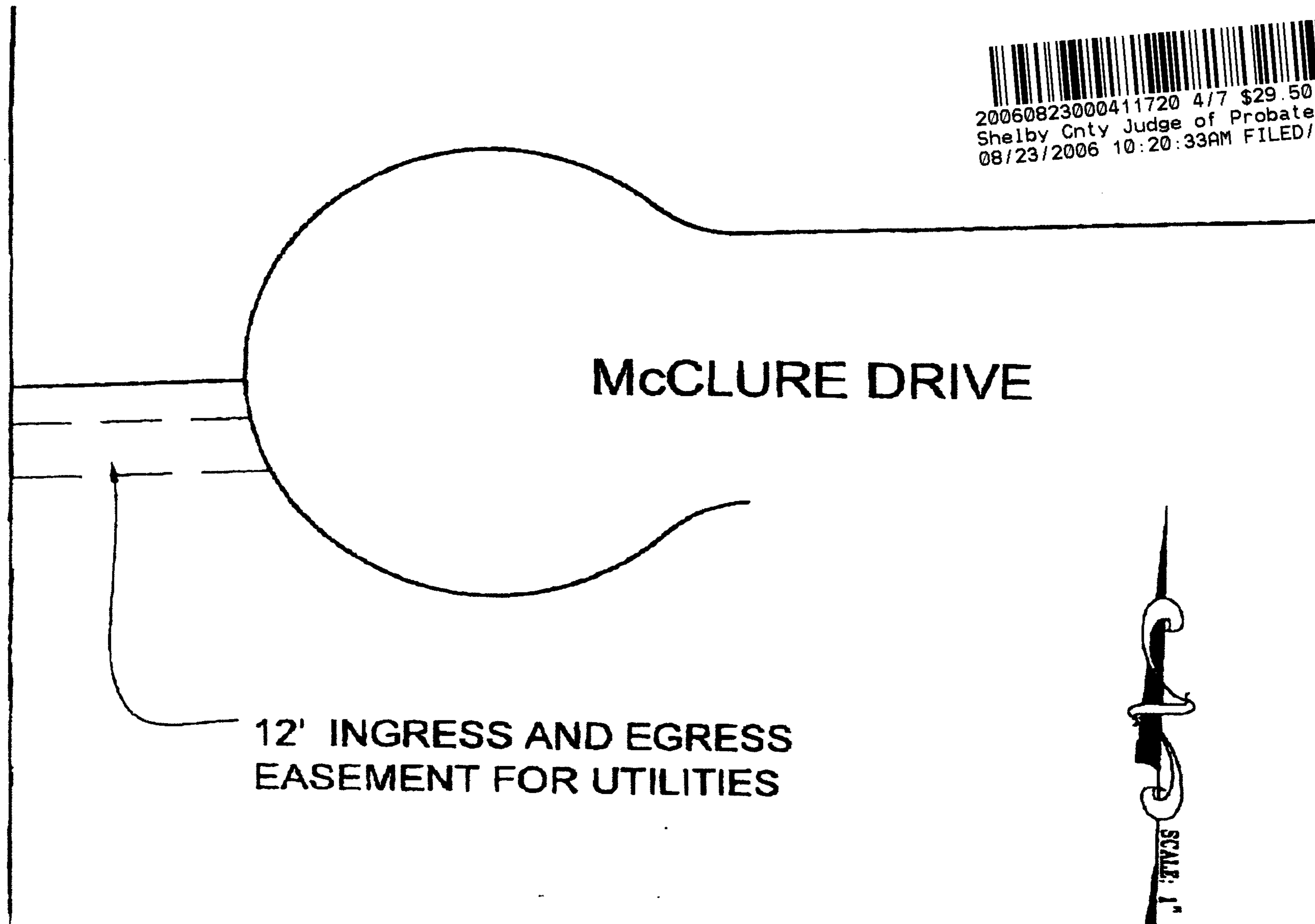
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas W. Johnson and Patricia P. Johnson, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of October, 2005.

Kay M. Ray
Notary Public
My commission expires: 02/11/2006

EXHIBIT "A"

Legal Description of Easement



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SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
 THIS IS NOT A SURVEY

PREPARED BY:
 SURVEYING SOLUTIONS, INC.
 2233 CAHABA VALLEY DRIVE
 BIRMINGHAM, AL 35242
 TEL: (205) 991-8965

LEGAL DESCRIPTION

An ingress and egress easement for utilities situated in Lot 10 Sector C of The Homestead, as recorded in Map Book 8, on Page 167, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

The South 12 feet of the North 20.5 feet of said Lot 10 being 12 foot wide running parallel to the North line of said Lot 10.

I, Carl Daniel Moore, a registered Land Surveyor, certify that all parts of the above legal description and sketch have been completed in accordance with the current requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Carl Daniel Moore
 Carl Daniel Moore, Reg. L.S. # 12159

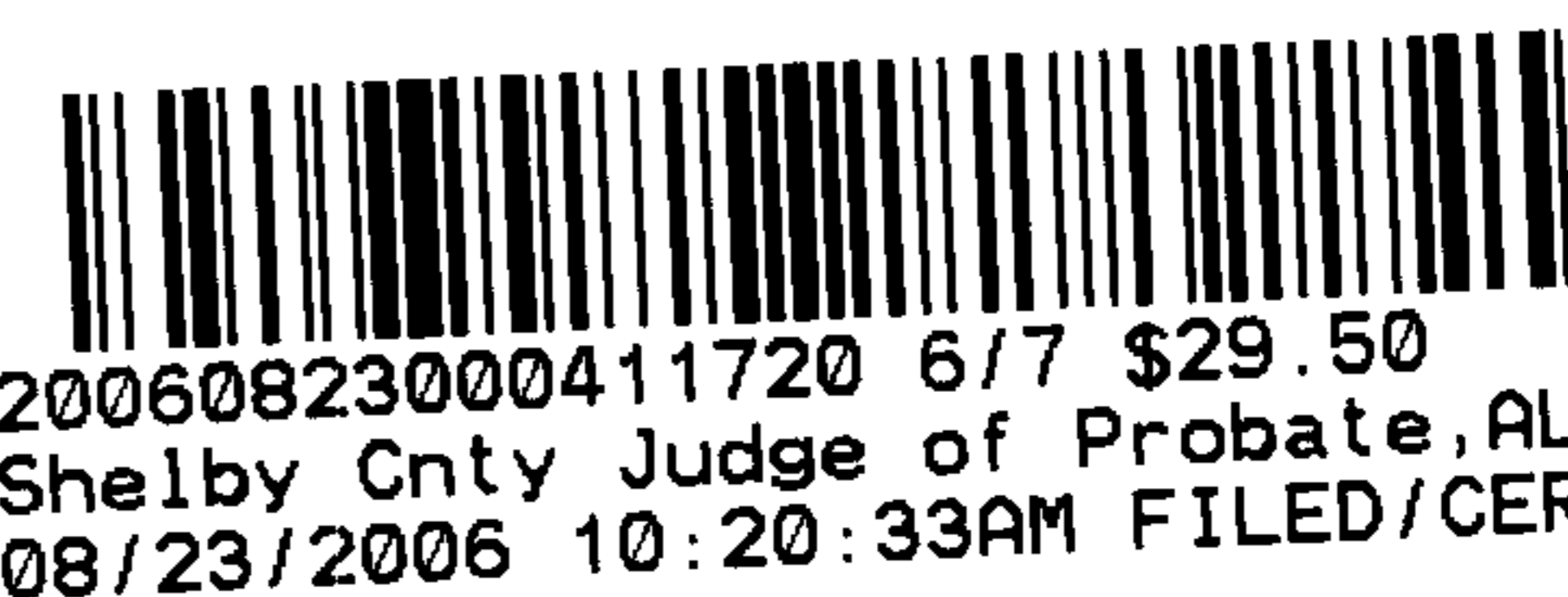
09-27-05
 Date of Signature



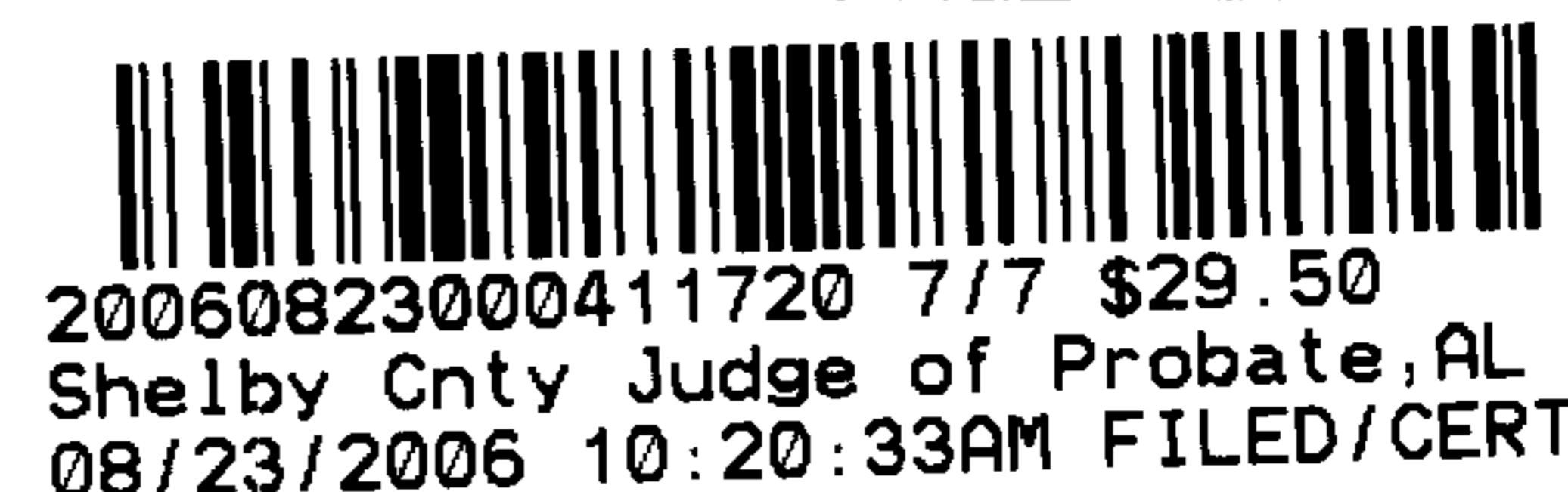
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EXHIBIT "B"

Legal Description of Benefitted Property

**STATE OF ALABAMA:****SHELBY COUNTY:****SURVEYED DESCRIPTION:**

Commence at a concrete monument as set by the Department of Interior at the Northeast Corner of Section 18, Township 21 South, Range 2 East; thence N 89°18'18" along the locally accepted north line of said section a distance of 1116.15 feet to a point; thence S 05°19'27"W and run 864.54 feet to a 5/8" rebar and also the Point of Beginning; thence continue S 05°19'27"W and run 1107.85 feet to a 3/4" pipe at the Northwest Corner of those lands as described in Deed Book 287, Page 162; thence continue S 05°19'27"W and run 1606.79 feet to a 5/8" capped rebar bearing J. A. Gay; thence S 05°17'44"W and run 375.97 feet to a 3/4" rebar; thence S 05°25'24"W and run 711.00 feet to a 2" pipe along the shoreline of the Coosa River/Lay Dam Reservoir and also the Southwest Corner of those lands as described in Deed Book 287, Page 162; thence along stated shoreline for the next 33 calls: thence N 72°15'43"W and run 120.63 feet; thence N 67°52'36"W and run 157.74 feet; thence N 63°51'51"W and run 136.17 feet; thence N 60°02'20"W and run 123.75 feet; thence N 61°34'05"W and run 107.32 feet; thence N 57°14'48"W and run 118.10 feet; thence N 13°05'19"W and run 26.02 feet; thence S 87°27'21"E and run 81.45 feet; thence N 70°46'06"E and run 179.21 feet; thence N 43°03'43"W and run 264.10 feet; thence S 73°05'47"W and run 103.98 feet; thence S 88°20'00"W and run 79.06 feet; thence S 77°03'34"W and run 141.61 feet; thence N 20°20'54"W and run 30.29 feet; thence N 14°11'21"W and run 146.50 feet; thence N 18°22'12"E and run 119.58 feet; thence N 32°49'08"E and run 100.93 feet; thence N 18°11'04"W and run 64.34 feet; thence N 24°56'20"E and run 104.64 feet; thence N 00°11'49"W and run 92.48 feet; thence N 22°12'10"W and run 84.01 feet; thence N 27°04'34"W and run 95.70 feet; thence N 32°32'35"W and run 108.59 feet; thence N 22°37'04"W and run 74.08 feet; thence N 28°48'23"W and run 50.32 feet; thence N 22°03'55"W and run 42.04 feet; thence N 19°28'09"W and run 52.26 feet; thence N 15°41'26"W and run 49.26 feet; thence N 10°01'44"W and run 45.51 feet; thence N 11°42'01"W and run 50.46 feet; thence N 19°31'55"W and run 53.48 feet; thence N 29°12'35"W and run 35.85 feet; thence N 69°20'45"W and run 13.10 feet; thence S 65°05'40"W and run 14.24 feet; thence N 77°42'35"W and run 74.09 feet to a 5/8" rebar at the Southeast Corner of "Carlton Point Subdivision" as recorded in Map Book 15, Page 108 in the Office of the Judge of Probate, Shelby County, Alabama; thence along the east line of said subdivision N 01°11'23"E and run 929.57 feet to a 1/2" rebar at the Northeast Corner of stated subdivision; thence continue N 01°11'23"E and run 422.27 feet to a 5/8" rebar on the easterly right-of-way line of Mountain Drive, said point being on a curve to the left having a central angle of 38°10'58" and a radius of 989.79 feet; thence along the chord of said curve N 00°56'27"E and run a chord distance of 647.48 feet to a 5/8" rebar on the southerly right-of-way line of Hebb Road, said point being on a curve to the left having a central angle of 08°23'27" and a radius of 422.65 feet; thence along the chord of said curve N 85°05'49"E and run a chord distance of 61.84 feet to the end of said curve; thence along said right-of-way line of Hebb Road N 80°54'06"E and run 56.22 feet to the beginning of a curve to the right having a central angle of 28°48'18" and a radius of 272.09 feet; thence along the chord of said curve S 84°41'45"E and run a chord distance of 135.36 feet to the beginning of a compound curve to the right having a central angle of 02°07'12" and a radius of 2124.66 feet; thence along the chord of said curve S 69°14'00"E and run a chord distance of 78.61 feet to the end of said curve; thence along said right-of-way line of Hebb Road S 68°10'25"E and run 160.94 feet to the beginning of a curve to the left having a central angle of 06°00'24" and a radius of 1370.15 feet; thence along the chord of said curve S 70°40'37"E and run a chord distance of 119.69 feet to the beginning of a compound curve to the left having a central angle of 28°23'56" and a radius of 168.27 feet; thence along the chord of said curve S 87°22'46"E and run a chord distance of 82.55 feet to the end of said curve; thence along said right-of-way line of Hebb Road N 78°25'15"E and run 85.86 feet to the beginning of a curve to the left having a central angle of 20°16'50" and a radius of 501.79 feet; thence along the chord of said curve N 68°16'50"E and run a chord distance of 176.69 feet to the end of said curve; thence along said right-of-way line of Hebb Road N 58°08'25"E and run 69.81 feet to the beginning of a curve to the right having a central angle of 11°29'02" and a radius of 697.97 feet; thence along the chord of said curve N 63°52'56"E and run a chord distance of 139.66 feet to the end of said curve;



thence along said right-of-way line of Hebb Road N 69°37'27"E and run 110.06 feet to the beginning of a curve to the left having a central angle of 01°26'12" and a radius of 3334.14 feet; thence along the chord of said curve N 68°54'21"E and run a chord distance of 83.60 feet to a 5/8" rebar on the southwesterly right-of-way line of Homestead Drive; thence along said right-of-way line S 53°31'12"E and run 53.29 feet to the beginning of a curve to the left having a central angle of 05°07'22" and a radius of 1973.18 feet; thence along the chord of said curve S 56°04'54"E and run a chord distance 176.36 feet to the end of said curve; thence along said right-of-way line of Homestead Drive S 58°38'35"E and run 108.13 feet back to the Point of Beginning. Containing 105.76 acres, more or less.

GENERAL NOTES:

- 1- I.P.S. indicates that a 5/8" rebar with a plastic I.D. cap bearing Brad S. Lucas P.L.S. #23005 has been installed.
- 2- Bearings as shown are related to East Zone Grid North as determined by Alabama Power Co.
- 3- Unless clearly shown and stated otherwise, all small solid circles indicates reference points.
- 4- No interior improvements have been shown or located hereon.
- 5- This survey yields a mathematical closure in excess of one foot per ten thousand feet.
- 6- This survey is subject Easement by Alabama Power Company as described in Deed Book 175, Page 284 and also a 5.00 foot easement by Southern Bell Telephone and Telegraph Company as recorded in Deed Book 253, Page 829 and beginning approx. 0.50 feet south of the south right-of-way line of Hebb Road.
- 7- This survey is intended to show the lands held in peaceful possession by Homer Johnson and/or Estate and does not attempt to prove title or ownership.

SPECIAL NOTE:

It is this surveyors understanding that Alabama Power Company alleges to have the right to flood this property from the 397 contour up to the 403 contour, however, to this date, I have seen no written evidence either from final court decree thru condemnation or warranty deed giving Alabama Power Company this right. It is the burden of my client, a title company or Alabama Power Company to provide to this surveyor, in writing, any proof or documentation concerning this matter in order for me to accurately locate and show upon my plat this particular "flood easement". This being said or stated by me on June 1, 2005. (B.S.L.)

I, Brad S. Lucas, a Licensed Professional Land Surveyor in the State of Alabama hereby state that this is a true and correct "Boundary Survey" as made by me and that all parts of this survey and drawing are in compliance with the current "Standards of Practice For Land Surveying in the State of Alabama" to the best of my knowledge, information and belief. Given under my hand and seal on this 1ST day of June, 2005.

BRAD S. LUCAS P.L.S.
ALABAMA LICENSE NO. 23005
P.O. BOX 342 JEMISON, AL. 35085
PHONE 1-877-776-9123

Shelby County, AL 08/23/2006
State of Alabama

Deed Tax: \$.50