

20061018000517370 1/5 \$.00  
Shelby Cnty Judge of Probate, AL  
10/18/2006 04:11:44PM FILED/CERT

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

*This instrument was prepared by:*  
Frank C. Ellis, Jr.  
✓ Wallace, Ellis, Fowler & Head  
Post Office Box 587  
Columbiana, AL 35051

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid by Shelby County, Alabama, and other good and valuable consideration referenced herein (including, but not limited to the right to access the subject utilities) the receipt whereof is hereby acknowledged, the undersigned Vera A. Moor, as the sole owner of the hereinafter described property, and M. Eugene Moor III, solely in his capacity as husband of Vera A. Moor, as approximately ten (10) acres of the hereinafter identified Lot 3 constitutes their homestead (hence, Vera A. Moor and M. Eugene Moor are collectively referred to hereinafter as "Grantors"), do hereby grant, bargain, sell and convey unto Shelby County, Alabama ("Grantee"), its agents, successors, and assigns, subject to all matters of record, a permanent easement over, across and under a strip of hereinafter described land (the "Strip") for the sole and limited purposes of constructing, operating, maintaining, inspecting and repairing *underground* water mains, pipes, water meters, with appurtenances, sewer mains and sewer lines, *all underground*, and the right to allow and/or install and maintain other county-owned *underground* utilities thereunder at the sole discretion of the Grantee. The Strip is more particularly described as:

The strip of land located between two (2) feet and twenty-two (22) feet of the north property line of Lot 3, according to the Survey of Saddle Creek Farms, as recorded in Map Book 14, page 5 in the Probate Office of Shelby County, Alabama



20061018000517370 2/5 \$.00  
Shelby Cnty Judge of Probate, AL  
10/18/2006 04:11:44PM FILED/CERT

Additionally, Grantors grant, bargain, sell and convey unto Grantee, its agents, successors and assigns the right of ingress and egress over and across the Strip for the limited purposes of constructing, operating, maintaining, inspecting, repairing, and replacing the aforesaid *underground* utilities. Nothing herein is in any way to be construed so as to provide ingress and egress to anyone or any other property for any purpose whatsoever, except as specifically set forth herein. By accepting this easement, Grantee agrees that Grantors, their heirs, successors and assigns shall have the right to access said utilities and make underground connections thereto subject to compliance with Grantee's and/or the Utility Suppliers' reasonable conditions, requirements, rules and regulations.

The easement created hereby shall be solely for the purpose of constructing, operating, maintaining, inspecting, replacing, and repairing *underground* utilities, and the rights conveyed hereby shall not be used for the purpose of providing vehicle, pedestrian or other ingress and egress except for the limited purposes stated herein.

Grantee shall have the right and privilege of a perpetual use of the Strip for the public purposes stated herein, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from the Strip when deemed reasonably necessary for the avoidance of danger in Grantee's permitted use of the Strip.

Grantee shall have free access, ingress and egress to and from the Strip, over and across adjacent lands of Grantors for the limited purposes herein mentioned. Other than roadways, utilities, and accessory structures, Grantors shall erect no structures on the Strip, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the Strip

20061018000517370 3/5 \$.00  
Shelby Cnty Judge of Probate, AL  
10/18/2006 04:11:44PM FILED/CERT

or interfere with Grantee's right to (i) enter upon the Strip at any time for the purposes heretofore expressed and (ii) have immediate access to all mains, pipes, and appurtenances within the Strip.

Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of Grantors for the purposes heretofore expressed. Any and all disturbed areas will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied. If said disturbed areas constitute roadways, such area shall be restored to its former, pre-disturbance condition.

Grantee agrees to leave the Strip substantially as found upon commencement of construction, but is not required to improve said property beyond its original state and condition, subject to the foregoing requirements. Grantors covenant that they have good and merchantable title to the Strip and good right to convey this easement subject to the terms herein.

Grantee agrees that performing any work within the Strip, it will allow for continuous and uninterrupted vehicular and pedestrian ingress and egress along Saddle Creek Trail.

In consideration of the benefit of the Strip and remainder of Lot 3 being improved by reason of (i) the construction of the *underground* utilities referenced herein and (ii) the ability to access same, Grantors hereby release Grantee, its agents, successors, and assigns, from all damages to Lot 3, present or prospective, arising or resulting from the construction, maintenance and repair of said premises and repair of said utilities. The undersigned do hereby admit and acknowledge that said utilities, if and when constructed, will be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 18<sup>th</sup> day of May, 2006.

*Vera A. Moor*

Vera A. Moor

*M. Eugene Moor III*

M. Eugene Moor, III



20061018000517370 4/5 \$.00  
Shelby Cnty Judge of Probate, AL  
10/18/2006 04:11:44PM FILED/CERT

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, hereby certify that Vera A. Moor, and her husband, M. Eugene Moor, III, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18<sup>th</sup> day of May, 2006.

  
NOTARY PUBLIC  
My commission expires: 9-08-08

  
20061018000517370 5/5 \$.00  
Shelby Cnty Judge of Probate, AL  
10/18/2006 04:11:44PM FILED/CERT