

STATE OF ALABAMA     )  
                                 :  
SHELBY COUNTY         )

*This instrument was drafted by:*  
Frank C. Galloway III  
Galloway & Somerville, LLC  
11 Oak Street  
Birmingham, AL 35213

## **EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00), and other good and valuable consideration in hand paid by Shelby County, Alabama ("Grantee") the receipt and sufficiency of which is hereby acknowledged, we, the undersigned Clifton R. Winslett and wife, Sharee C. Winslett ("Grantors"), do hereby grant, bargain, sell and convey unto Grantee a permanent non-exclusive easement over, across and under a strip of land owned by Grantors (which strip of land is more particularly described hereinbelow) for the limited purpose of constructing, operating, maintaining and repairing water mains, pipes and water meters, with appurtenances and the right to install and maintain additional and/or replacement water mains, pipes, water meters and appurtenances within such strip of land. Said strip of land is located within the boundaries of the real property owned by Grantors which tract of land is more particularly described in Deed Book 190 Page 442, in the Office of the Judge of Probate of Shelby County, Alabama. The strip of land constituting the subject easement hereby created is more particularly described as follows:

A 40 feet wide non-exclusive easement situated in the Southwest quarter of the Southwest quarter of Section 12, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at an axle found locally accepted to be the Southwest corner of said Section 12; thence run East along the South line of said quarter-quarter Section for a distance of 553.20 feet to a point; thence turn an angle to the left of 65 degrees, 19 minutes, 00 seconds and run in a Northeasterly direction for a distance of 424.23 feet to a point on the Westerly boundary of Mardis Ferry Road; thence turn an angle to



the left of 63 degrees, 54 minutes, 41 seconds and run in a northwesterly direction along said Westerly boundary for a distance of 295.51 feet to a point on a curve to the left, having a central angle of 13 degrees, 14 minutes, 13 seconds and a radius of 1,115.92 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Westerly boundary for a distance of 257.81 feet to the point of beginning, said point of beginning being on the Northwest boundary line of Thurman E. Newman and Millie B. Newman's property; thence turn an angle to the left from the tangent of last stated curve of 90 degrees, 00 minutes, 00 seconds and run radial to last stated curve in a Southwesterly direction along said Northwest line for a distance of 40.00 feet to a point on a curve to the left, having a central angle of 10 degrees, 47 minutes, 29 seconds a radius of 1,075.92 feet; hence run in a Northwesterly direction along the arc of said curve for a distance of 202.65 feet; thence run tangent to last stated curve in a Northwesterly direction for a distance of 202.65 feet; thence run tangent to last stated curve in a Northwesterly direction for a distance of 52.05 feet to a point on the Southeast right-of-way line of Shelby County Highway No. 61; said point being on a curve to the right, having a central angle of 00 degrees, 03 minutes, 38 seconds and a radius of 7,218.83 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance 7.62 feet to a point; thence turn an angle to the right from the chord of last stated curve of 41 degrees, 05 minutes, 26 seconds and run in a Northeasterly direction for a distance of 51.15 feet to a point on the Westerly boundary line of Mardis Ferry Road; thence turn an angle to the right of 39 degrees, 25 minutes, 55 seconds and run in a Southeasterly direction along said Westerly boundary for a distance of 11.31 feet to a point on curve to the right, having a central angle of 10 degrees, 47 minutes, 29 seconds and a radius of 1,115.92 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Westerly boundary for a distance of 210.18 feet to the point of beginning; said 40 foot utility easement containing 9,652 square feet, more or less.

The "Easement Area".

Grantee shall have the non-exclusive right and privilege of a perpetual use of the Easement Area for the limited public purposes set forth herein.

Subject to the terms hereof, Grantors shall have the unencumbered right to use the Easement Area for residential purposes which shall include, but not be limited to the installation,

maintenance, repair and if desired, replacement of a driveway and parking area of the same type and form of driveway and/or parking area that was previously in place. Additionally, Grantors may use the Easement Area for installation, maintenance, and replacement of landscaping, plantings, lawn and other typical residential yard uses. Provided, however, any tree or other plants that will ultimately grow roots deeper than five (5) feet below the surface of the driveway may be removed (and replaced by a conforming like planting or tree that shall be equal in height to any removed planting or tree, up to a maximum of eight (8) feet). All of the foregoing rights shall be appurtenant to and run with the land so as to benefit Grantors, their heirs and assigns. Provided, however, all of the aforesaid permitted uses are subordinate to Grantee's dominant estate herein and Grantors shall not 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 width of the Easement Area or interfere with the right of the Grantee to enter upon the Easement Area for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances. Such restrictions shall prohibit Grantors from erecting any permanent improvement over the Easement Area other than a driveway and/or parking area and other related items (e.g. lighting, basketball goal, mailbox) provided, however, no such improvement may be more than five (5) feet deep.

Grantee agrees that it shall only avail itself of its right to utilize the surface rights on the Easement Area for the purpose of accessing the subsurface rights of the Easement Area to limited occasions of having to make emergency repairs and/or replacement of its underground facilities. It is the intention of the parties hereto that should the need arise to perform subsurface work on the Easement Area, Grantee will use its best efforts to do same by accessing the subsurface portions of the Easement Area through subsurface routes initiated from other properties, thereby negating the

need to disturb the surface portions of the Easement Area. In conjunction with such rights of entry, Grantee agrees to use reasonable efforts to provide notice to Grantors of its intent to effect such an entry prior to doing so.

Grantee also may utilize the subsurface Easement Area to install additional underground water lines and facilities, but as with the aforesaid conditions on performing work for repairs and replacement of the existing line, Grantee shall use its best efforts to install such new subsurface water line(s) and facilities by accessing the subsurface portions of the Easement Area through subsurface routes initiated from other properties, thereby negating the need to disturb the surface portions of the Easement Area.


In addition to the foregoing, the parties hereto agree that should Grantee be required to disturb the surface portions of the Easement Area, it should do so in a manner that will cause as minimal adverse impact as reasonably possible to the improvements and vegetation in such portion of the Easement Area. Further, Grantee agrees to restore the disturbed portion thereof (including permitted improvements such as a driveway, basketball goal and lighting) in a reasonably similar configuration as it was prior to such disturbance. Any and all disturbed areas within the Easement Area will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied. Grantee agrees to leave the Easement Area as found upon commencement of construction on the Easement Area but is not required to improve the Easement Area beyond its original state and condition, subject to grassing and grading as described herein. Grantee further agrees that it will conduct any such surface activity in an expeditious manner so as to minimize the adverse impact on Grantors' use and enjoyment of their property. **GRANTORS ACKNOWLEDGE THAT SHOULD GRANTEE AVAIL ITSELF OF ANY FORM OF RIGHT OF ENTRY TO THE SURFACE PORTION OF THE EASEMENT AREA IN CONFORMITY WITH THE**

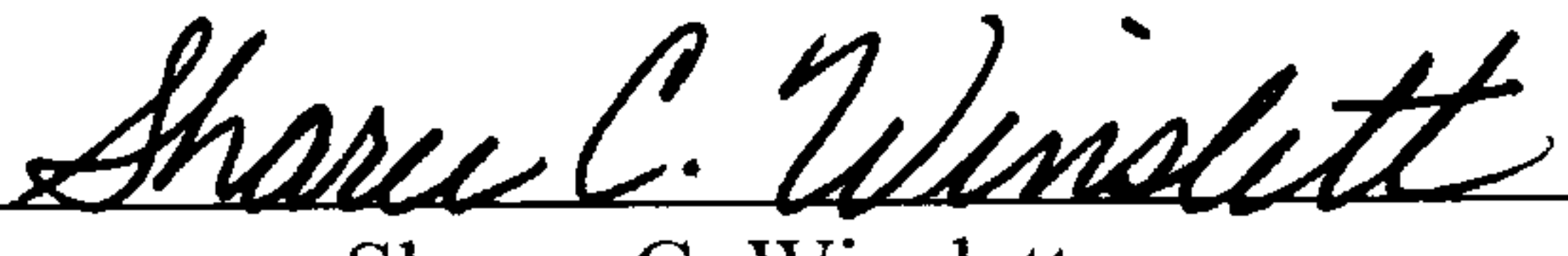
**TERMS HEREOF, GRANTORS SHALL HAVE NO CLAIM AGAINST GRANTEE FOR  
LEGAL OR EQUITABLE RELIEF ASSOCIATED WITH SUCH CONFORMING USE.**

Grantors covenant that they have good and merchantable title to the Easement Area and good right to convey this easement, subject to 2007 ad valorem taxes not yet due and payable and all easements, rights-of-way and encumbrances of record.

In consideration of the benefit of the foregoing, Grantors hereby release Grantee from all damages associated with Grantee's past activity across, on or under the Easement Area.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals all on this 4th day of January, 2008.


By:   
Clifton R. Winslett

By:   
Sharee C. Winslett

STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY     )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Clifton R. Winslett, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of January, 2008.

  
Notary Public  
My Commission Expires: 11-15-09



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Shelby Cnty Judge of Probate, AL  
03/19/2008 01:59:15PM FILED/CERT

STATE OF ALABAMA )

:  
SHELBY COUNTY )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sharee C. Winslett, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of January, 2008.

Frank C. Malloway

Notary Public

My Commission Expires: 11-15-09