

This instrument prepared by:  
 Rob Rimer  
 The Westervelt Company, Inc.  
 P. O. Box 48999  
 Tuscaloosa, AL 35404-8999  
 Source of Title: Deed Book Page

20081014000404900 1/2 \$15.00  
 Shelby Cnty Judge of Probate, AL  
 10/14/2008 12:10:38PM FILED/CERT

STATE OF ALABAMA )

RIGHT-OF-WAY EASEMENT

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That **THE WESTERVELT COMPANY, INC.**, a Delaware corporation, herein referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **WATER WORKS BOARD OF THE TOWN OF COLUMBIANA**, herein referred to as GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a nonexclusive easement for a right-of-way for a waterline across the following described property:

Easement Description — New Easement One

Commence at the Northeast corner of the NE 1/4 of the NE 1/4 of Section 31, T21 S. R1E, Shelby County, Alabama; thence S90°00'00"W a distance of 820.47 feet to the Southwesterly Right-of-Way of Shelby County Highway 28; thence N49°17'16"W and along said Right-of-Way a distance of 470 feet to the point of beginning; thence continue along said Right-of-Way a distance of 700 feet; thence turn a deflection angle left perpendicular to said Right-of-Way a distance of 20 feet; thence turn a deflection angle left 90° and run parallel to said Right-of-Way a distance of 700 feet; thence turn a deflection angle left and run 20 feet more or less to the point of beginning and containing 0.32 acres more or less.

Easement Description — New Easement Two

Commence at the Northeast corner of the NE 1/4 of the NE 1/4 of Section 31, 121S, R1E, Shelby County, Alabama; thence S90°00'00"W a distance of 820.47 feet to the Southwesterly Right-of-Way of Shelby County Highway 28; thence N49°17'16"W and along said Right-of-Way a distance of 1670 feet to the point of beginning; thence continue along said Right-of-Way a distance of 500 feet; thence turn a deflection angle left perpendicular to said Right-of-Way a distance of 20 feet; thence turn a deflection angle left 90° and run parallel to said Right-of-Way a distance of 500 feet; thence turn a deflection angle left and run 20 feet more or less to the point of beginning and containing 0.23 acres more or less.

SUBJECT TO all right of ways, easements and restrictions which may exist as a matter of record or exist de facto.

GRANTOR RESERVES unto itself, its agents, employees, successors and assigns, the right to use said right-of-way.

TO HAVE AND TO HOLD the aforementioned easement to the Grantees, its successors and assigns, subject however, to the following term:

Grantees hereby agree to indemnify and hold harmless Grantor for any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the above described property, or any means of ingress thereto or egress therefrom, regardless of whether or not such injuries or damage are alleged to be caused in whole or in part by Grantees, theirs heirs, agents, employees or assigns.

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto caused this instrument to be executed on this the 25<sup>th</sup> day of September, 2008.

**THE WESTERVELT COMPANY, INC.**

By: James J. King, Jr.  
Its: Vice President

STATE OF ALABAMA     )  
TUSCALOOSA COUNTY    )

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, INC.**, 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 the 25<sup>th</sup> day of September, 2008.

James J. King, Jr.

Notary Public in and for the  
State of Alabama at Large

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

MY COMMISSION EXPIRES FEB. 23, 2010