

STATE OF ALABAMA)
 :
SHELBY COUNTY)

WATERLINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **Jimmy L. Weaver** (Grantor), a married man, does hereby give, grant, bargain, sell and convey to **Michael E. Stephens, not in his individual capacity but solely in his capacity as Trustee of the Michael E. Stephens Charitable Remainder Unitrust dated December 31, 1992 (and any successor trustee thereunder)**(Grantee), a non-exclusive, permanent easement for a water line on, under, over and across that certain tract of land located in Shelby County, Alabama, more specifically described in Exhibit A attached hereto (the "Property") and the right to inspect, maintain, repair, improve, replace and remove such water line from time to time and to have access to such water line (hereinafter the easement herein granted is called the "Use Easement").

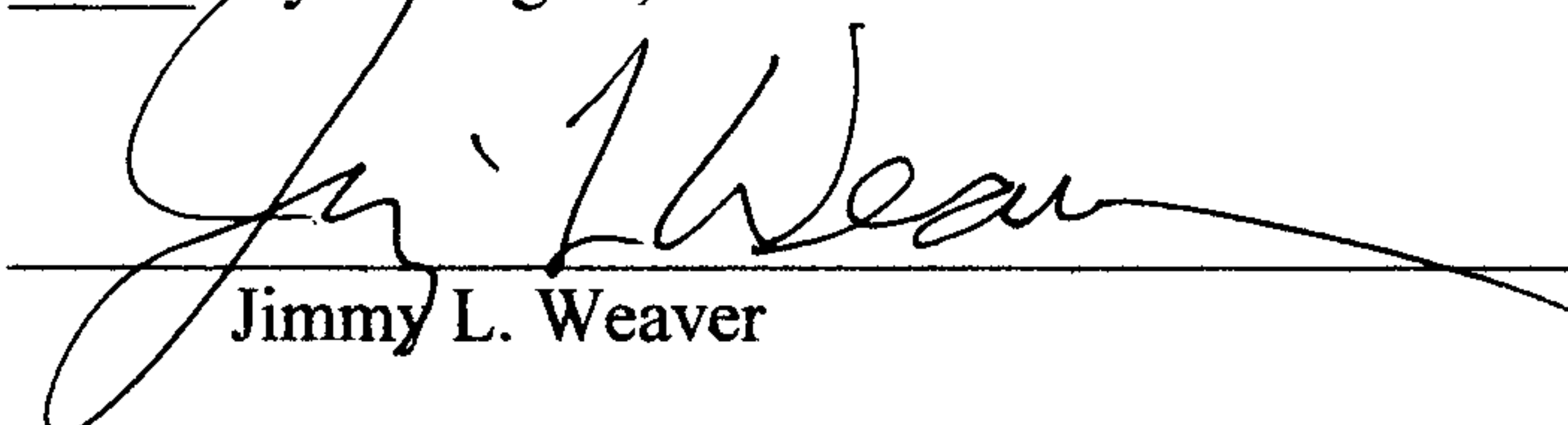
The Use Easement is subject to the following conditions:

1. Retained Rights. Grantor retains for himself and his successors-in-title to the Property, a non-exclusive, permanent right to use and enjoy the Property and to grant, bargain, sell and convey or reserve other easements over the Property, provided that such use and such easements shall not interfere with the Use Easement granted to the Grantee.
2. Access and Repair of Damages Caused by Grantee. Grantee shall have the right of ingress to and egress from the Property when necessary over Grantor's property for the purpose of performing any of the acts allowed by the Use Easement. Grantee agrees to repair any damages caused by its use of or access to and from the Property for the Use Easement and will immediately restore the Property to its condition as it existed prior to such damage.
3. Covenant Running with Land. The Use Easement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns. The Use Easement and the rights granted herein shall be covenants running with the land and appurtenances to the adjoining real property owned by Grantee.

The Property constitutes no part of the homestead of the Grantor.

TO HAVE AND TO HOLD the same to the Grantee, his successors and assigns, forever.

In witness whereof, the undersigned Grantor has executed this instrument on this the 22nd day of ~~August~~ ^{September}, 2009.


Jimmy L. Weaver



20091020000395210 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
10/20/2009 01:55:03 PM FILED/CERT

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Jimmy L. Weaver, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 22nd day of September, 2009.

Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 21, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:

William H. Caughran, General Counsel
Superior Bank
17 North 20th Street
Birmingham, AL 35203

Deed Tax : \$2.00

EXHIBIT A

A parcel of land situated in the Southwest quarter of the Southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found concrete monument point also being the Southwest corner of said Section 32; thence run in a Northerly direction along the West line of said Section 32 for a distance of 761.91 feet to the Northwest corner of Lot 1, John Bell Addition to Hoover, as recorded in Map Book 27, Page 22 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an interior angle left of 76 degrees 30 minutes 39 seconds and run in a Southeasterly direction along the North line thereof for a distance of 20.48 feet to a found ½" rebar, point also being on the Easternmost right of way of Lyndon Drive (40'R.O.W.); thence leaving said North line, turn an exterior angle right of 76 degrees 30 minutes 48 seconds and run in a Northerly direction along said Easternmost right of way for a distance of 313.30 feet to a found P.K. Nail, point also being on the Southeastern most right of way of Old Highway 280 (R.O.W. 80'); thence leaving said Easternmost right of way, turn an interior angle left of 65 degrees 22 minutes 57 seconds and run in a Southeasterly direction along said Southeastern most right of way of Old Highway 280 for a distance of 211.78 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 5.44 feet to a set capped rebar stamped GSA CA-560-LS; thence leaving said Southeastern most right of way, turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 196.92 feet to a set capped rebar stamped GSA CA-560-LS; thence turn an interior angle left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 5.44 feet; thence turn an interior angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 196.92 feet to the POINT OF BEGINNING. Said parcel contains 1,071 square feet or 0.02 acres more or less.