

VALUE OF \$500.00



20150105000004530 1/6 \$29.50
Shelby Cnty Judge of Probate, AL
01/05/2015 02:38:08 PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

UTILITY EASEMENT AND MAINTENANCE AGREEMENT

This Utility Easement and Maintenance Agreement (“Agreement”), made effective as of the 2nd day of December 2014 (“Effective Date”), is made by and between Inverness Master Homeowners Association, Inc., an Alabama not for profit corporation and Selkirk Subdivision, a neighborhood within the Inverness Master Homeowners Association and located in Shelby County, Alabama (herein collectively called “GRANTEES”, as party of the first part) and David and Galina Waites (herein sometimes called “GRANTORS”, as party of the second part).

AGREEMENTS:

NOW THEREFORE, in consideration of the conveyance executed on this date and simultaneously herewith by and between Inverness Master Homeowners Association, Inc./ Selkirk Subdivision, and David and Galina Waites, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties hereby covenant and agree as follows:

WITNESSETH:

WHEREAS, the Grantors are the owners of certain real property located within Shelby County, Alabama, at 5117 Selkirk Drive, Birmingham, Alabama and being more particularly described as follows:

Lot 1, according to the Map and Survey of Selkirk, a Subdivision of Inverness, Phase IV, as recorded in Map Book 6, Page 163, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Grantees are requesting an electrical easement through the Grantor’s property and the survey of said easement is attached hereto and is more particularly described as follow:

An electrical power line supplying power to light the Selkirk subdivision sign, being a part of the Southeast ¼ of Section 2, Township 19, Range 2 West. The line is entirely within the right of way of Selkirk Drive, a dedicated public road shown on the map of Selkirk, A subdivision of Inverness, in Map Book 6 on Page 163, in the records of the Office of Judge of Probate, Shelby County, Alabama, and the location of said power line is more particularly described as follows:

Begin at the Alabama Power Box No. 4339 located in front property corner between Lot 2 and Lot 3, Block 1 of Selkirk; thence run northwesterly along the extension of the line between said Lot 2 and Lot 3 a distance of 13 feet, more or less, to a point that is 3.5 feet distance from the concrete valley gutter of Selkirk Drive; thence turn right and run northeasterly and parallel with said



Selkirk Drive a distance of 201 feet, more or less, to a point; thence turn left and run northerly, crossing the pavement of Selkirk Drive, a distance of 44 feet, more or less, to a point on the west edge of the Selkirk subdivision sign, a concrete masonry monument that is 1.0 foot wide and 5.1 feet long, and the end of said power line.

WHEREAS, the neighborhood Board of Selkirk has requested and the Board of Inverness Master Homeowners Association has approved via resolution on June 21, 2014, that it is in the best interest of the Selkirk Subdivision that an easement agreement be executed for the purposes of installation of electric service line to the entrance monument of Selkirk Subdivision (“Easement”)

WHEREAS, said Easement would be located on, under and across portions of the above described real property owned by the Grantors David and Galina Waites; and

WHEREAS, both parties mutually agree that said installation of electric service line shall remain intact after installation and the Grantee, its successors and or assigns agree to assume full liability and responsibility for repairs and maintenance of said electrical lines line and that the Grantee shall have an easement for repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as an easement for ingress and egress across the real property owned by the Grantors, its successors and assigns in order to access and use the Easement so long as the electric service line is in use by the Grantee as provided herein; and

WHEREAS, both parties mutually agree that if said existing electric service line is relocated across the aforesaid Lot 1, the Grantors, its successors and assigns shall be fully responsible for cost of the Easement, including construction, installation, operation, connection to, disconnection from of such facilities that are located on, under and across Lot 1 only.

It is further mutually understood and agreed by and between the Parties hereto as follows:

1. The Grantors especially reserve the use and enjoyment of the premises described herein but such use and enjoyment shall be in such manner as not unreasonable to interfere with the use thereof by the Grantees, its successors or assigns, under the grant herein set forth.
2. Prior to the commencement of any work or activities pursuant to this Agreement, Grantees shall obtain any and all permits, if any, required to undertake the work and activities associated with such work.
3. All work shall be undertaken in a manner that reasonably minimizes and causes the least amount of disturbance to the property of the Grantors.
4. All Work shall be done in a professional, workmanlike manner.
5. Grantees, at its sole cost and expense, shall be responsible for promptly repairing and restoring all portions of the Grantors’ property, whether improved or unimproved,



disturbed by Grantees in connection with the undertaking of the work, to the condition existing prior to such disturbance.

- 6. Grantees shall pay all costs incurred to construct, install, operate, maintain and repair the electric service line within the easement area.
- 7. This Agreement is granted subject to all prior encumbrances and other matters of record, burdening and affecting the property.
- 8. This Agreement shall run with the land.
- 9. Except as expressly set forth herein, nothing contained herein shall be construed as creating any rights in any third persons or parties. Nothing contained herein shall be interpreted or construed to create a public dedication of the Easement. It is understood and agreed that this Agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantors.
- 10. Recognizing that the Parties hereto may find it necessary from time to time to establish to lenders, mortgagees, accountants or other persons or parties of the then current status of performance hereunder, each party bound or benefited by this Agreement agrees, upon written request, that it will from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this Agreement.
- 11. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.
- 12. This Agreement shall be recorded with the Office of the Judge of Probate of Shelby County, Alabama.

GRANTEE:


Inverness Master Homeowners Association, Inc., an Alabama not for profit corporation and Selkirk Subdivision

By: 

Its: **President**

GRANTORS:


David Waites


Galina Waites

General Acknowledgment

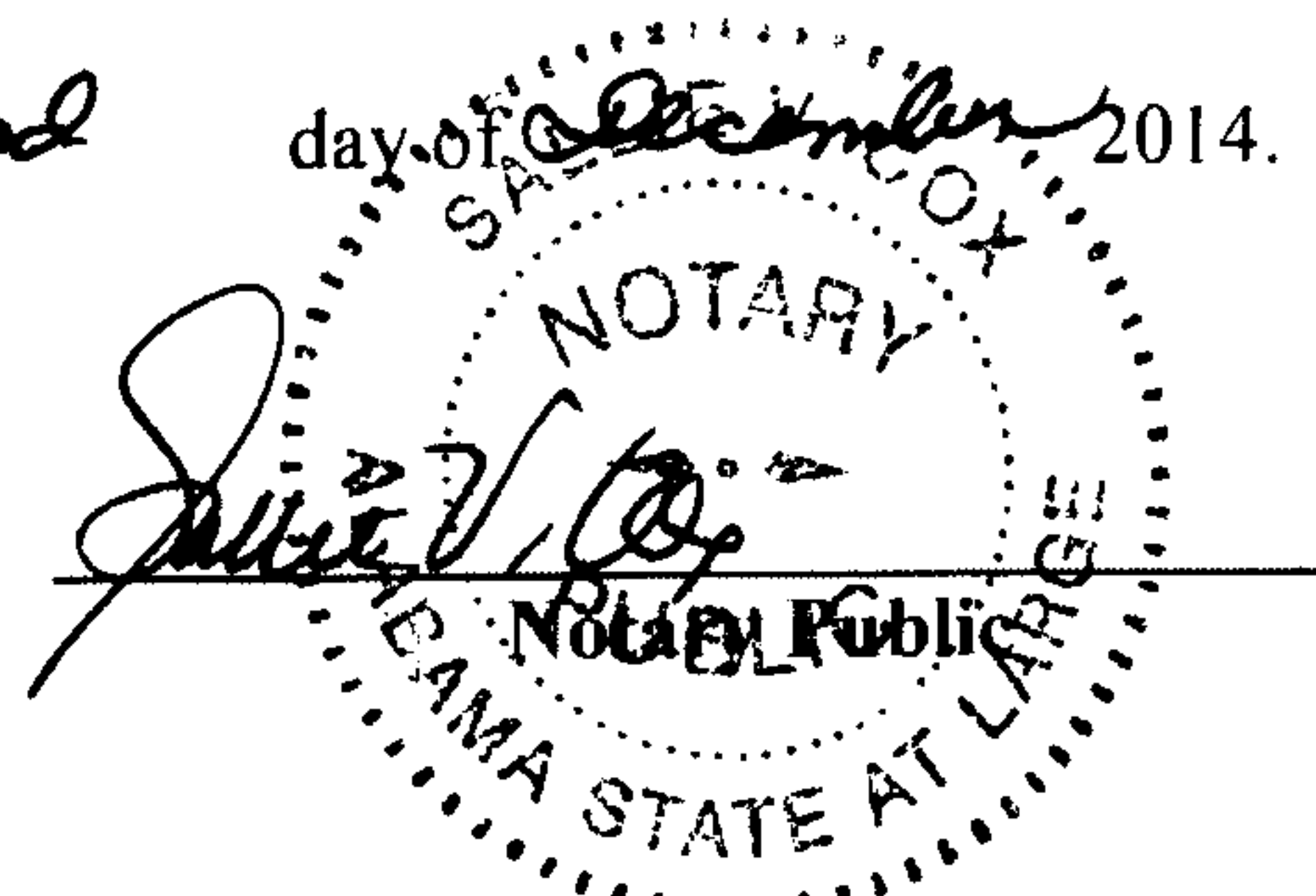
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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Art Fleet, whose name as President of Inverness Master Homeowners Association, Inc., an Alabama not for profit corporation and Selkirk Subdivision, 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 as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of December, 2014.

My Commissions Expires: 8-10-2016



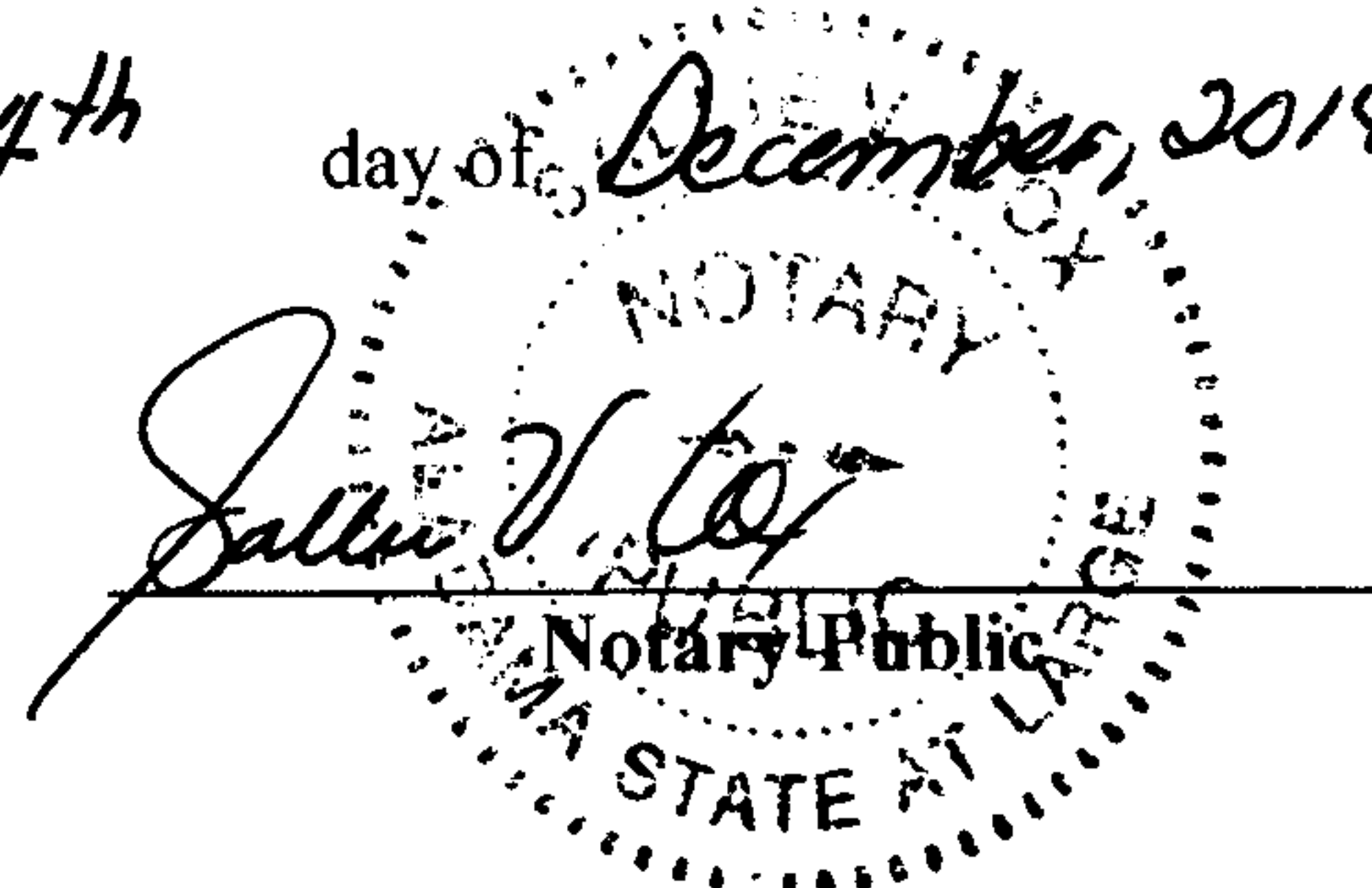
General Acknowledgment

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **David Waites and wife Galina Waites**, are 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, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of December, 2014.

My Commissions Expires: 8-10-2016



POWER SUPPLY LINE LEGAL DESCRIPTION

STATE OF ALABAMA)
SHELBY COUNTY)

An electrical power line supplying power to light the Selkirk subdivision sign, being a part of the Southeast 1/4 of Section 2, Township 19, Range 2 West. The line is entirely within the right-of-way of Selkirk Drive, a dedicated public road shown on the map of Selkirk, A Subdivision of Inverness, in Map Book 6 on Page 163 in the records of the Office of Judge of Probate, Shelby County, Alabama, and the location of said power line is more particularly described as follows:

Begin at the Alabama Power Box No. 4339 located at the front property corner between Lot 2 and Lot 3, Block 1 of Selkirk; thence run northwesterly along the extension of the line between said Lot 2 and Lot 3 a distance of 13 feet, more or less, to a point that is 3.5 feet distant from the concrete valley gutter of Selkirk Drive; thence turn right and run northeasterly and parallel with said Selkirk Drive a distance of 201 feet, more or less, to a point; thence turn left and run northerly, crossing the pavement of Selkirk Drive, a distance of 44 feet, more or less, to a point on the west edge of the Selkirk subdivision sign, a concrete masonry monument that is 1.0 foot wide and 5.1 feet long, and the end of said power line. The line passes by or is in the front of Lots 1 and 2, Block 1, Selkirk, Map Book 6, Page 163 and also Lot 19 Summerwood Subdivision Amended, Map Book 20, Page 68.

Description prepared by:

John S. Parks, P.E. & L.S., Alabama No. 12579
4829 Maryland Avenue
Irondale, Alabama 35210
Tel. No. (205) 617-7475



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File No. 14-009
Date: October 17, 2014
Client: Inverness (Selkirk) Homeowners Association

LEGEND AND ABBREVIATIONS:

- P.O.C. Point of Commencement
- P.O.B. Point of Beginning
- R/W or R-O-W Right-of-Way
- up----- Underground power

Horizontal Distance	'	Feet
	"	Inches

PLAN
Underground Power
to SELKIRK SIGN

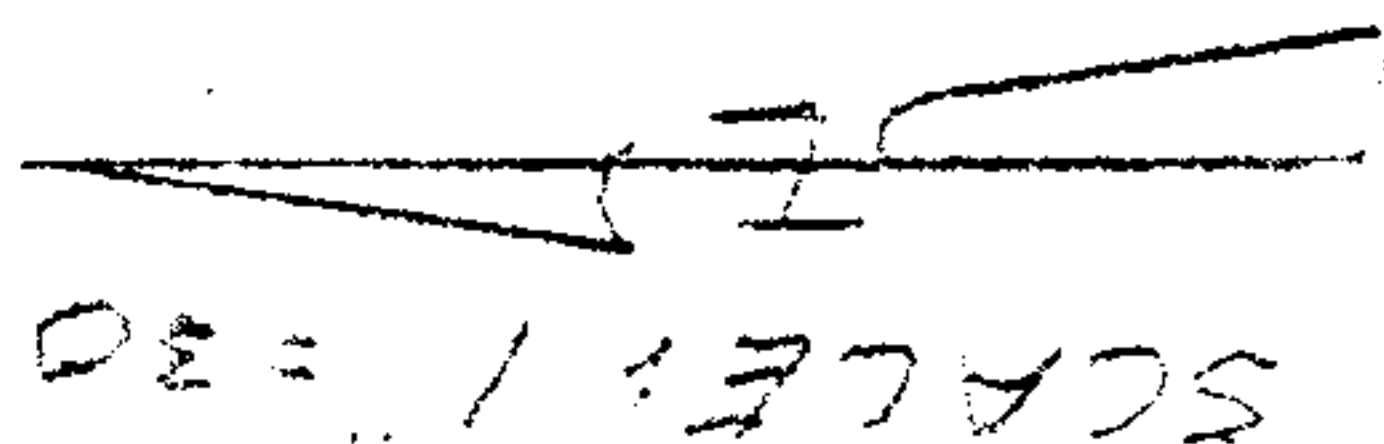
By: J.S. Parks

File: 14-007

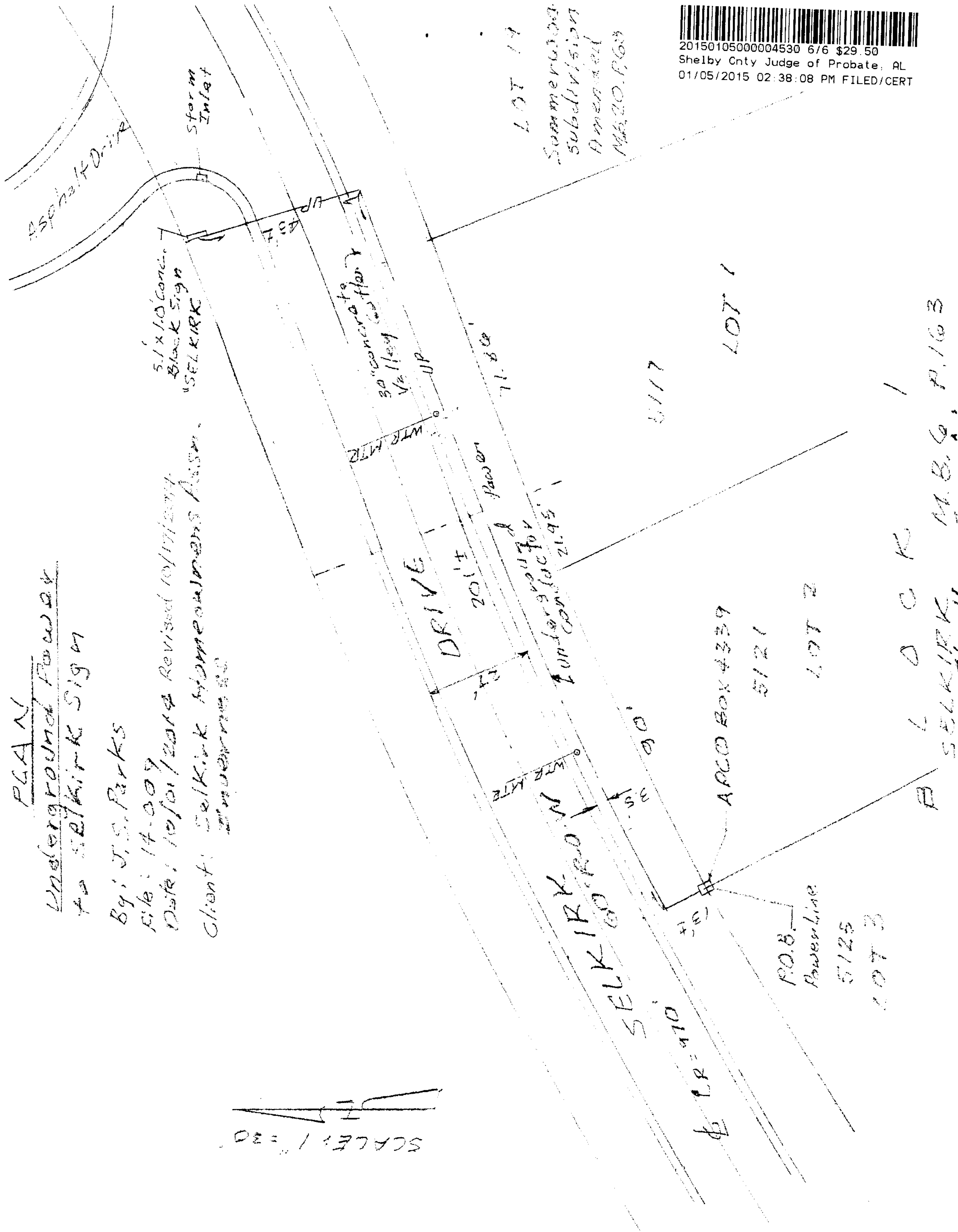
Date: 10/01/2014 Revised 10/17/2014

Client: Selkirk Homeowners Assn.
 SUMMERSON, LLC

5.1 x 1.0 Conc.
 Black Sign
 "SELKIRK"



SCALE: 1" = 30'



LOT 1
 Summerston
 Subdivision
 Amended
 MAR 20, 2008

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APCO BOX 4339

P.O. Box
 Powerline

5125
 LOT 3

SELKIRK, M.B. & P. 163