

500.00

EASEMENT

Easement Name _____

PID 09 03 05 0 001 040.000

**STATE OF ALABAMA)
SHELBY COUNTY)**

Birmingham Greystone, LLC

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by SWWC Utilities, Inc. ("SWWC"), the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the SWWC (Grantee), its agents, successors, and assigns a permanent, non-exclusive easement and right of ingress and egress to and from, also over and across a strip of land described herein for the purpose of constructing, operating, maintaining and repairing sewer mains, pipes, valves, and appurtenances. Said strip of land being located within the property of the undersigned Grantors as described in **Map Book 46 Page 33**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

See Exhibits "A" and "B"

The Grantee shall have the right and privilege of a perpetual non-exclusive use of said lands for such public purpose, 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 said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with or damage the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee provide at least twenty four (24) hours notice to Grantor prior to disturbance of the Grantor's land, except in the event of an emergency. Any and all disturbed areas within said easement 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 property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10th day of July, 2018.

By: Dean W. Kiehl
Authorized Representative

WITNESSES:

Willie W. Kiehl
Jamare French

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Shelby Cnty Judge of Probate, AL
07/12/2018 12:25:09 PM FILED/CERT

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,
DEAN W. KIRILUK whose name is signed to the foregoing certificate
as AUTHORIZED REPRESENTATIVE, and who is known to me, acknowledged
before me, on this date that after being duly informed of the contents of said certificate, do
execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 10th day of July, 2018

[Signature]
Notary Public for the State of Alabama
My commission expires 3/17/19

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EXHIBIT "A"
UTILITY-SANITARY EASEMENT

Utility-sanitary sewer easement located in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West more particularly described as follows:

Commence at the Southeast corner of the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, thence run North along the East line of said Southwest Quarter a distance of 30.87 feet to a point on the northern right of way of Farley Lane, thence run west along said right of way a distance of 44.13 feet to the POINT OF BEGINNING of the herein described tract: thence South 89°32'34" West along said right of way for a distance of 20.00 feet to a point; thence North 1°07'15" West (leaving said right of way) for a distance of 392.68 feet to a point and the beginning of a shared utility easement with Shelby County Water Authority; thence continue North 1°07'15" West for a distance of 28.49 feet to a point; thence continue North 43° 28'22" East for a distance of 3.09 feet to a point; thence North 88°30'32" East for a distance of 66.74 feet to the westerly line of an existing 15-foot wide utility easement, according to Eagle Point Non-Residential Subdivision, First Sector – Phase II as recorded in Map Book 14, Page 113 in the Office of the Judge of the Probate Court of Shelby County, Alabama; thence along said existing utility easement South 0°28'32" East for a distance of 20.00 feet to a point on said existing utility easement; thence South 88°30'32" West (leaving said westerly line of existing 15-foot wide utility easement) for a distance of 48.86 feet to a point; thence South 1°07'15" East (leaving said shared utility easement) for a distance of 403.72 feet to a point along the northern right of way of Farley Lane and the POINT OF BEGINNING.

Containing 8,014 square feet (0.184 ac), more or less.


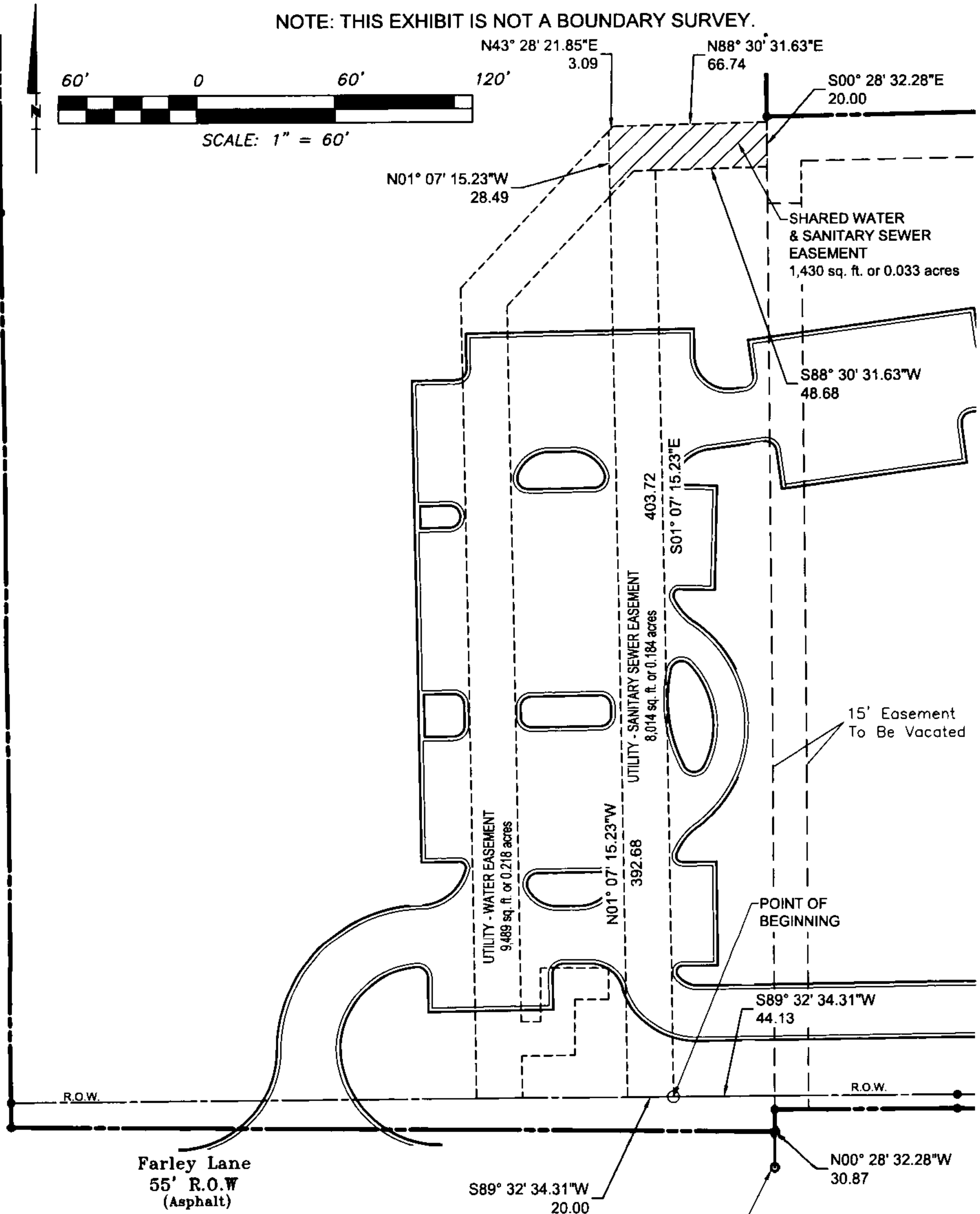

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EXHIBIT "B"

NOTE: THIS EXHIBIT IS NOT A BOUNDARY SURVEY.



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POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 1 WEST