



20241206000376220 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
12/06/2024 11:28:45 AM FILED/CERT

ACCESS EASEMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

DATE: December 6 , 2024

GRANTOR: Alabama Water Utilities, Inc.
GRANTOR'S ADDRESS: 728 Volare Drive
Birmingham, AL 35244

GRANTEE: Donald and Michele B. Cantley
GRANTEE'S ADDRESS: 1868 Southwood Rd
Vestavia Hills, AL 35216

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged.

EASEMENT PROPERTY: A non-exclusive, 70-foot wide access easement as described in Exhibit A and illustrated in Exhibit B, both of which attached hereto and made a part hereof (hereinafter referred to as the "EASEMENT PROPERTY") for the purposes described below.

EASEMENT PURPOSE: For providing ingress and egress at all times upon the EASEMENT PROPERTY for the purposes of accessing GRANTEE's property, which is located adjacent to and south and east of the EASEMENT PROPERTY.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants and conveys to GRANTEE an non-exclusive easement and right of way in, upon, under, over and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold to GRANTEE and GRANTEE'S successors and assigns in perpetuity. Notwithstanding the foregoing, the easement rights and privileges herein granted shall be for only so long as GRANTEE or its assigns shall utilize the EASEMENT PROPERTY for the purposes herein intended. The easement rights and privileges granted hereunder shall terminate when or at such time as the purpose hereof cease to exist, are abandoned by GRANTEE or become impossible to perform and such termination is documented with a termination document.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the EASEMENT PURPOSE. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence as may be reasonably necessary for the exercise of GRANTEE's right of ingress and egress on the EASEMENT PROPERTY

GRANTOR reserves the right for GRANTOR, its successors or assigns, without the prior written consent of GRANTEE, to use the EASEMENT PROPERTY in a manner and for such purposes which are not inconsistent with the terms of this easement and/or to grant such other, similar or dissimilar, easements, rights, benefits, rights of way and privileges to such other persons; provided, however, GRANTOR is hereby restricted from using the EASEMENT PROPERTY for any use that unreasonably interferes with the use of the EASEMENT PROPERTY by GRANTEE for the purposes herein provided. In the event GRANTEE believes that GRANTOR is unreasonably interfering with GRANTEE's use of the EASEMENT PROPERTY then GRANTEE shall provide thirty (30) days' prior written notice delivered certified mail, return receipt requested to the address set forth above, and GRANTOR shall work closely with GRANTEE to rectify the problem.



The easement, rights and privileges herein granted shall be subject to all valid and subsisting conditions, covenants, restrictions, reservations, exceptions, rights of way and easements of record, and further including building and zoning ordinances, all laws, regulations, and restrictions by municipal or other governmental authority applicable to and enforceable against the easement hereby granted.

In the event GRANTEE damages any improvements to the EASEMENT PROPERTY which are permitted pursuant to the terms hereof, GRANTEE shall at its sole cost and expense promptly restore such improvements to their condition immediately prior to such damage.

GRANTEE shall conduct all of its activities on the EASEMENT PROPERTY in full compliance with all applicable federal, state, and local laws and ordinances. Additionally, GRANTEE in undertaking any use of the EASEMENT PROPERTY, shall comply with the following conditions and requirements:

- (i) All work and activities conducted on the EASEMENT PROPERTY shall be undertaken and completed in a good and workmanlike manner and in a manner that reasonably minimizes the disturbance to the EASEMENT PROPERTY and any other property of GRANTOR.
- (ii) GRANTEE shall pay all costs incurred by them in connection with its use of the EASEMENT PROPERTY. GRANTEE shall keep the EASEMENT PROPERTY free of any liens or encumbrances caused by any act or omission of GRANTEE, including any mechanic's liens or any other liens for labor or materials, furnished to GRANTEE in connection with its use of the EASEMENT PROPERTY.
- (iii) GRANTEE, at its sole cost and expense, shall promptly repair and restore all portions of the EASEMENT PROPERTY and other property owned by GRANTOR, whether improved or unimproved, disturbed by it in connection with its use of the EASEMENT PROPERTY to substantially the same condition (including the grade of such property) as existed prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the EASEMENT PURPOSE.

The rights granted to GRANTEE in this Easement shall be and are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR reserves the right of ownership, use and occupancy of the EASEMENT PROPERTY insofar as said ownership, use and occupancy does not unreasonably impair the rights granted to GRANTEE in this Easement. The rights of GRANTEE with respect to the EASEMENT PROPERTY shall be nonexclusive. GRANTOR shall have full right and authority to grant other easements and/or rights to use the EASEMENT PROPERTY that do not unreasonably impair the rights of GRANTEE under this Easement.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, agents, subsidiaries, directors, officers, shareholders, agents, representatives, servants, contractors, subcontractors, successors and assigns of GRANTEE.

Except as otherwise expressly set forth herein, the easement conveyed hereby run with the land, are perpetual, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, respective, and their respective successors and assigns.

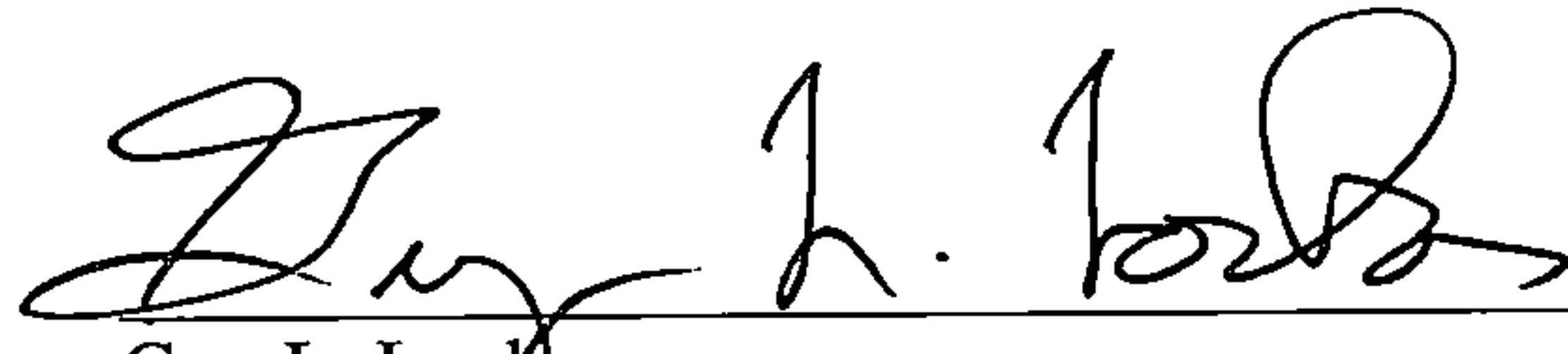


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Executed to be effective as of the 6th day of December, 2024.

GRANTOR:

Alabama Water Utilities, Inc.

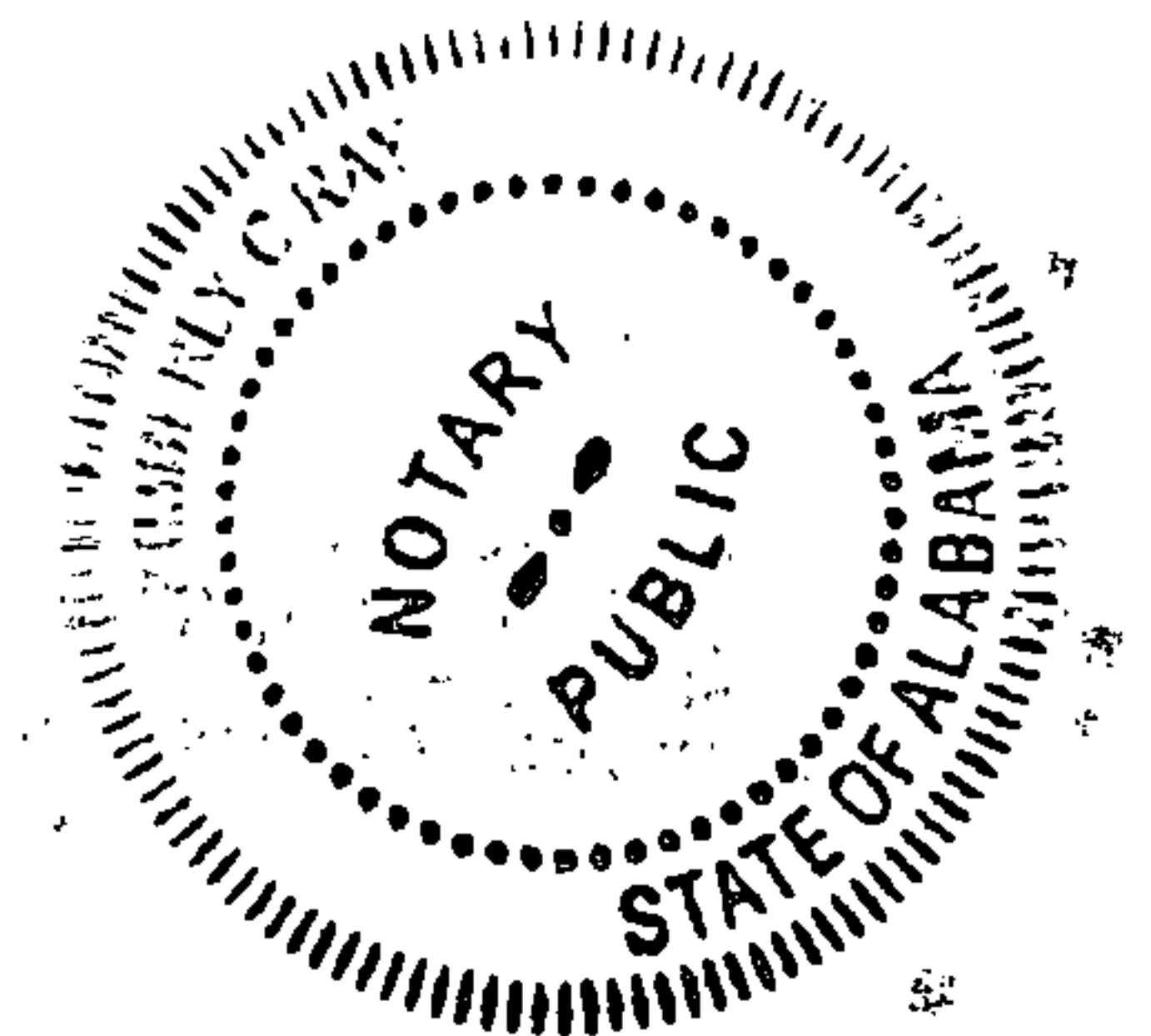
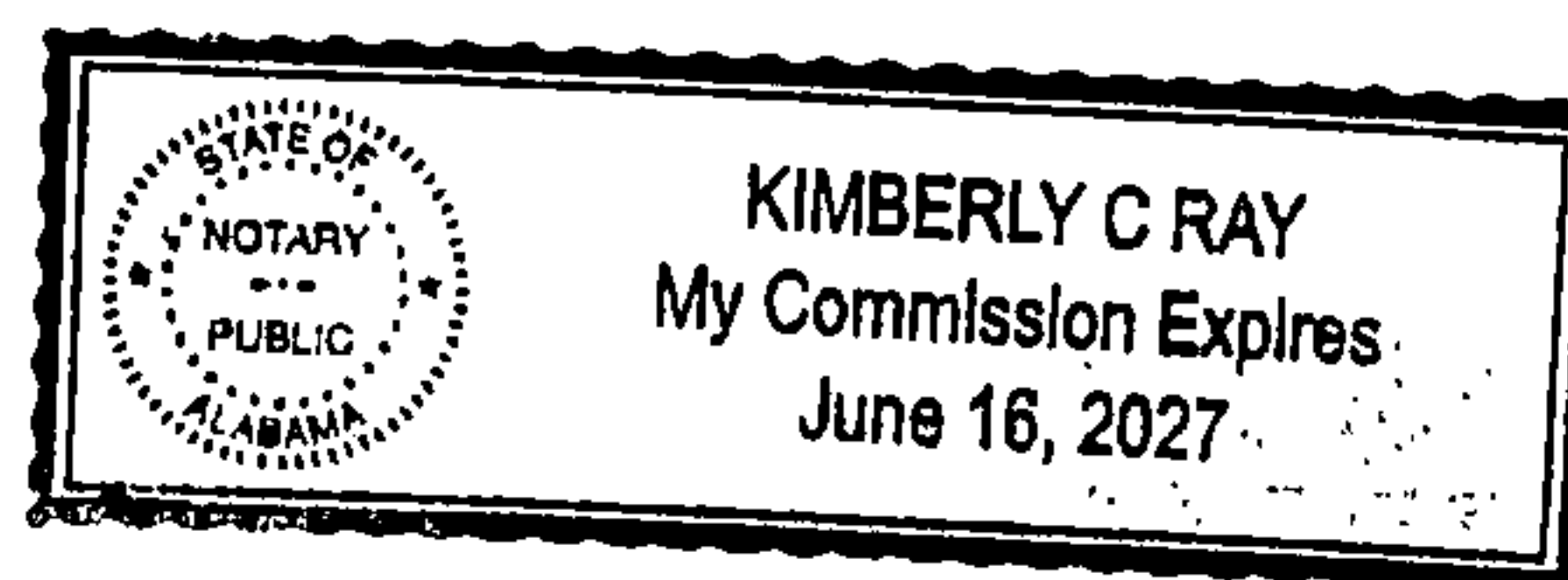

Guy L. Locker
Authorized Signatory

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

This instrument was acknowledged before me on the 6th day of December, 2024, by

Guy L. Locker


Notary Public, State of Alabama





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Exhibit A

BEGINNING AT AN EXISTING 3" OPEN TOP PIPE BEING THE LOCALLY ACCEPTED SOUTHEAST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY ALABAMA, RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ FOR A DISTANCE OF 1336.58 FEET TO AN EXISTING OPEN TOP IRON PIPE BEING THE LOCALLY ACCEPTED SOUTHWEST CORNER OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SAID SECTION 32; THENCE TURN AN ANGLE TO THE LEFT OF 91°47'05" AND RUN IN A SOUTHERLY DIRECTION FOR DISTANCE OF 70.25 FEET TO A POINT. SAID POINT BEING THE POINT OF BEGINNING FOR THE 70' EASEMENT. THENCE, CONTINUE IN A SOUTHERLY DIRECTION FOR 70' TO AN EXISTING IRON REBAR; THENCE TURN AN ANGLE TO THE RIGHT OF 91°59'56" AND RUN IN A WESTERLY DIRECTION FOR A DISTANCE OF 99.28 FEET TO A POINT ON A CURVE BEING THE EASTERN RIGHT OF WAY LINE OF WEATHERLY CLUB DRIVE, SAID CURVE BEING CONCAVE IN A SOUTHEASTERLY DIRECTION AND HAVING A CENTRAL ANGLE OF 49°38'38" AND A RADIUS OF 439.13 FEET; THENCE TURN AN ANGLE TO THE RIGHT (90° TO TANGENT) AND RUN IN A NORTHERLY AND NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.30 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 80°49'39" (TANGENT TO CURVE) AND RUN IN AN EASTERLY DIRECTION FOR 91.22 FEET TO THE POINT OF BEGINNING.

Prepared by Alabama Water Utilities, Inc.

AFTER RECORDING RETURN TO:

Alabama Water Utilities, Inc.
728 Volare Drive
Birmingham, AL 35244
Attn: Guy Locker



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Exhibit B

