

ACCESS EASEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Donald Cantley and wife Michele B. Cantley, whose address is 1868 Southwood Road, Vestavia Hills, AL 35216, (hereinafter referred to as “GRANTOR”), do hereby GRANT, SELL, AND CONVEY unto Alabama Water Utilities, Inc. whose address is 728 Volare Drive Birmingham, AL 35244, (“GRANTEE”), its successors and assigns, a permanent unobstructed access easement (hereinafter referred to as the “EASEMENT”) for the purposes of accessing, using, maintaining, repairing, and decommissioning certain existing monitoring wells, along and within fifty (50) feet on both sides of an unimproved private road locally known as Oakwood Drive, which runs through and across certain land (hereinafter referred to as the “PROPERTY”) located in the County of Shelby, State of Alabama, as described below and as illustrated in EXHIBIT A.

FIVE (5) SEPARATE CONTIGUOUS RECORDED PARCELS, EACH SITUATED IN THE WESTERN HALF OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 2 WEST OF SHELBY COUNTY, ALABAMA:

PARCEL 1
SHELBY COUNTY PARCEL NUMBER 14-9-32-0-000-015.000, A PARCEL OF PROPERTY OF APPROXIMATELY 42 ACRES, AS DOCUMENTED IN A PROPERTY DEED RECORDED WITH THE SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT NUMBER 1993-40680 ON DECEMBER 30, 1993;

AND

PARCEL 2
SHELBY COUNTY PARCEL NUMBER 14-9-32-0-000-014.001, A PARCEL OF PROPERTY OF APPROXIMATELY 7.5 ACRES, AS DOCUMENTED IN A WARRANTY DEED WITH JOINT SURVIVORSHIP RECORDED WITH THE SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT NUMBER 1995-14916 ON JUNE 7, 1995;

AND

PARCEL 3
SHELBY COUNTY PARCEL NUMBER 14-9-32-0-000-014.000, A PARCEL OF PROPERTY OF APPROXIMATELY 9.3 ACRES, AS DOCUMENTED IN A PROPERTY DEED RECORDED WITH THE SHELBY COUNTY JUDGE OF PROBATE IN DEED BOOK 340, PAGE 97 ON APRIL 23, 1991;

AND

PARCEL 4

SHELBY COUNTY PARCEL NUMBER 14-9-32-2-001-007.001, A PARCEL OF PROPERTY OF APPROXIMATELY 6.11 ACRES, AS DOCUMENTED IN A PROPERTY DEED RECORDED WITH THE SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT NUMBER 1994-06798 ON MARCH 2, 1994;

AND

PARCEL 5

SHELBY COUNTY PARCEL NUMBER 14-9-32-2-001-007.000, A PARCEL OF PROPERTY OF APPROXIMATELY 5 ACRES, AS DOCUMENTED IN A PROPERTY DEED RECORDED WITH THE SHELBY COUNTY JUDGE OF PROBATE AS INSTRUMENT NUMBER 1994-06798 ON MARCH 2, 1994.

Further, GRANTOR hereby extends to GRANTEE all of GRANTOR's access easement rights and privileges for use of the unimproved road known locally as Oakwood Drive across private properties located south of the PROPERTY, extending from the south property line of PARCEL 1 to the beginning of the private roadway at the intersection of public Oakwood Drive and public Ridgeview Lake Road, for purposes of accessing the PROPERTY.

GRANTEE shall have the right of ingress and egress as necessary upon and across the EASEMENT, until such time as said monitoring wells are decommissioned and closed in accordance with applicable environmental regulations. GRANTEE shall, to the extent possible, notify GRANTOR in advance of any planned access to the PROPERTY. It shall be GRANTOR's responsibility to provide GRANTEE with a valid phone number and/or email address at which GRANTEE can provide such notice to GRANTOR. In the event that immediate access to the EASEMENT is not reasonably available over the PROPERTY, and only in that event, then GRANTEE shall have the right of reasonably necessary ingress and egress over any adjacent or remainder property of GRANTOR for the purpose of obtaining such access.

GRANTEE shall endeavor to keep noise and disturbances to a minimum when accessing the PROPERTY. GRANTOR acknowledged and accepts that noise and disruption may be at higher levels during future activities to decommission the monitoring wells, but that upon such decommissioning, GRANTEE will no longer require access to the PROPERTY and this EASEMENT will be terminated.

GRANTOR reserves the right for GRANTOR, its successors or assigns to use the PROPERTY in a manner and for such purposes which are not inconsistent with the terms of this EASEMENT, provided, however, GRANTOR is hereby restricted from using the PROPERTY for any use that unreasonably interferes with the use of the PROPERTY by GRANTEE for the purposes herein provided.

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.

GRANTEE shall conduct all of its activities on the EASEMENT in full compliance with all applicable federal, state, and local laws and ordinances.

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.


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

The EASEMENT conveyed hereby run with the PROPERTY, are perpetual, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR and their respective successors and assigns.

The EASEMENT shall terminate upon GRANTEE's notice to GRANTOR that GRANTEE no longer requires use of the aforesaid monitoring wells and has decommissioned and closed said monitoring wells.

Executed to be effective as of the 27th day of February, 2025.

GRANTOR:


Donald Cantley


Michele B. Cantley

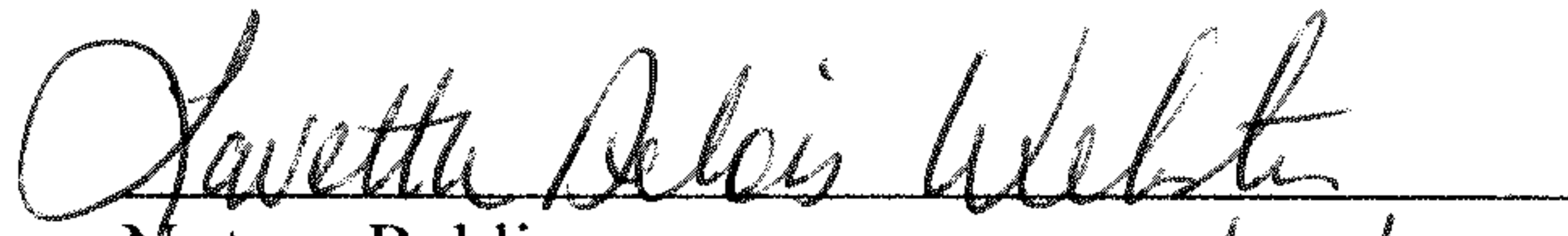
ACKNOWLEDGEMENT

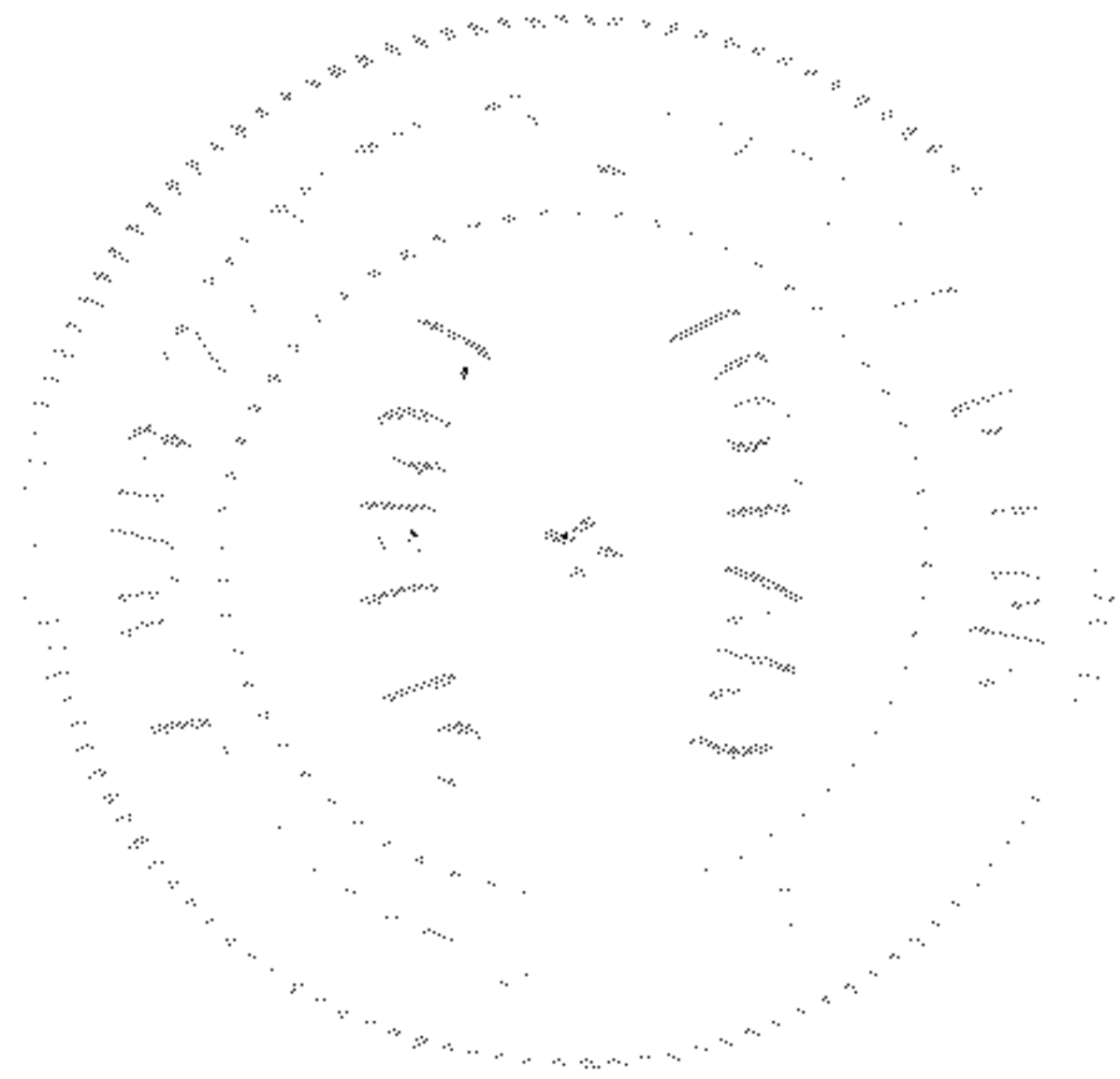
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for the State and County certify that Donald Cantley and wife Michele B. Cantley, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument they did execute the same voluntarily on the day and year the same bears date.

Given under my hand and official seal this 27th day of February, 2025.

[NOTORIAL SEAL]


Notary Public
My commission expires: 12/21/2025



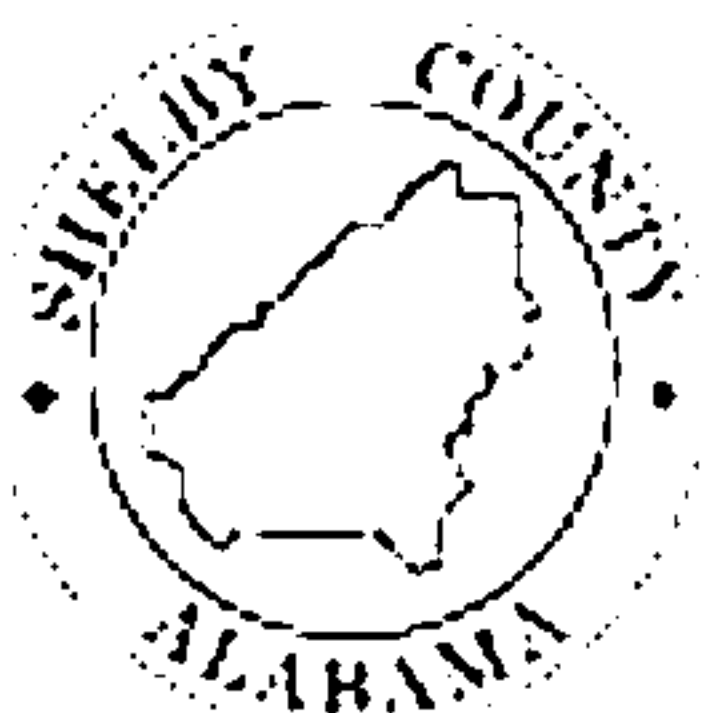
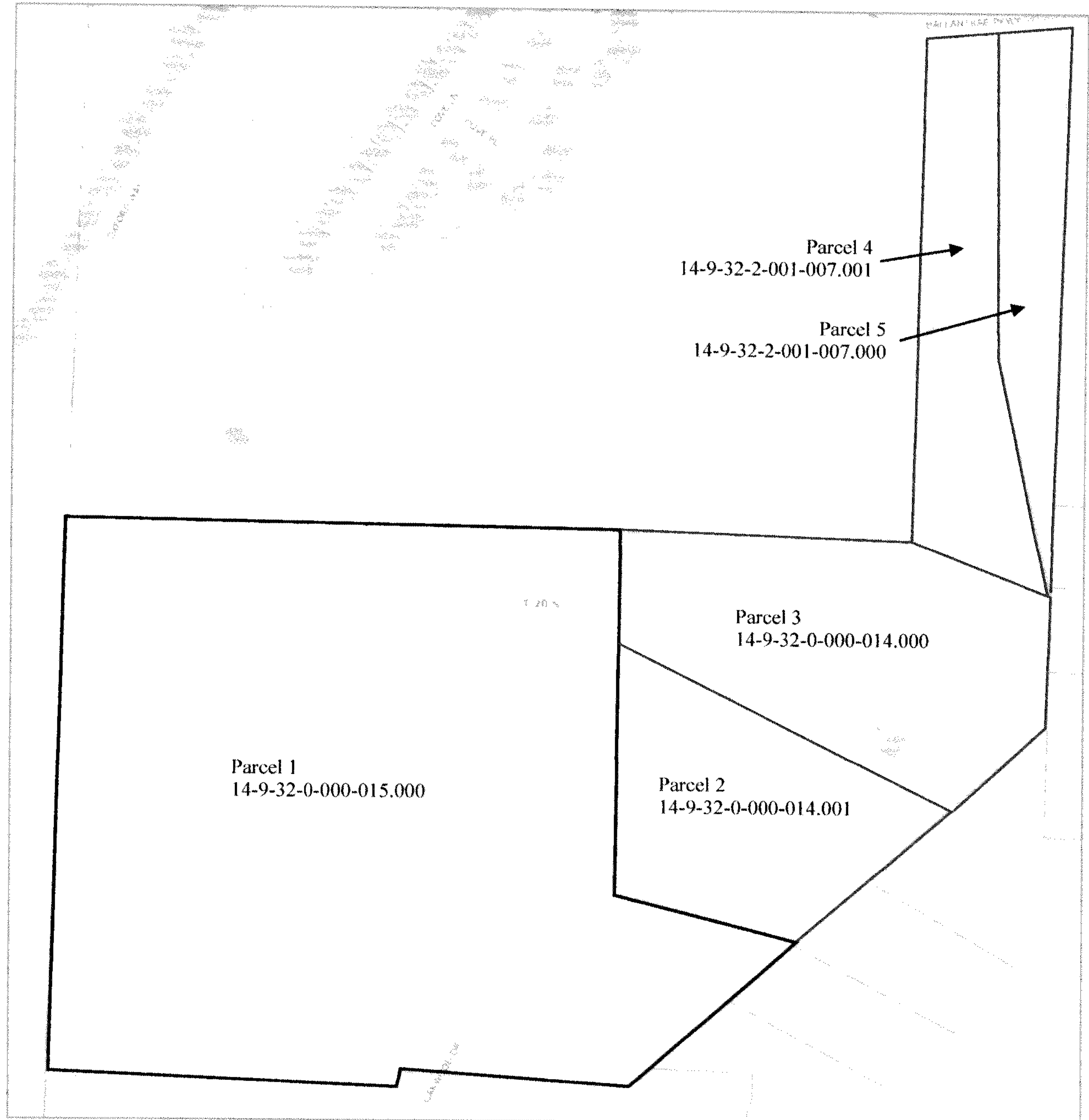
Prepared by and

AFTER RECORDING RETURN TO:

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

EXHIBIT A

PROPERTY



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/27/2025 03:41:55 PM
\$39.00 PAYGE
20250227000058560

Allie S. Beryl