


STATE OF ALABAMA

SHELBY COUNTY


20030710000436300 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
07/10/2003 11:28:00 FILED/CERTIFIED

CONVEYANCE OF SEWER FACILITIES

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and No/100 Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership (hereinafter "Developer"), does hereby grant, bargain, sell, and convey unto **Shelby County, Alabama**, a political subdivision of the State of Alabama (the "Grantee") the following described real property (the "Property") situated in Shelby County, Alabama, together with the sewer pump station and other equipment and appurtenances situated thereon:

Lift Station Lot A, according to a Resurvey of Lot 8 and Lift Station Lot of Greystone, 7th Sector, Phase III, as recorded in Map Book 23, Page 14 in the Office of the Judge of Probate of Shelby County, Alabama.

(Also known as Shelby County Lift Station Number 36)

This conveyance is made subject to all easements, restrictions, rights-of-way, reservations and other matters of record.

TO HAVE AND TO HOLD to said Grantee, its successors and assigns, forever; subject, however to the following:

1. The Property shall be used only for the construction, installation, maintenance, operation and replacement from time to time thereon of the following: (a) above and below ground sanitary sewer lift (pump) stations and related equipment, including generators, and (b) underground utility lines, pipes, wiring, conduit, equipment and other apparatus;

2. Developer reserves for itself and its successors and assigns a permanent, perpetual and non-exclusive easement over, across, through, under and upon all of the Property for the purposes of constructing, installing, operating, maintaining, repairing and replacing from time to time thereon any of the following: (a) underground utility lines, pipes, wiring, conduit, equipment and other apparatus and (b) above and below ground storm sewers and drains; provided, however, that the exercise of the easement reserved herein by Grantor shall not interfere with or cause damage to any utility lines, pipes, wiring, conduit, equipment or other apparatus, including, without limitation, any sanitary sewer lift (pump) stations and related equipment, including generators, then situated on any portion of the Property and (c) landscaping and maintaining any and all portions of the Property; provided, however, that Developer shall have no obligation to landscape or maintain any portion of the Property;

3. The property located inside the fence and the fence shall at all times be maintained in good condition and repair, including, without limitation, not allowing any trash, garbage or debris to remain on any part of the property located inside the fence. Furthermore, any fences or other above ground improvements must be approved by the Grantor, which approval shall not be unreasonably withheld; and

4. Developer does hereby certify and warrant that, to the best of its knowledge, Developer has installed and constructed the above and foregoing lift station, pump station, and/or facilities and improvements in accordance with County specifications. Developer does further warrant unto Shelby County, its successors and assigns, that Developer is the owner of the Property and the pump station, facilities and appurtenances above described situated on the Property.

Dated this 15th day of October, 2002.

Shel D. Ellis
WITNESS

DEVELOPER:

DANIEL OAK MOUNTAIN LIMITED
PARTNERSHIP, an Alabama limited
partnership

By: Daniel Realty Investment
Corporation - Oak Mountain, an
Alabama corporation, Its General
Partner

By: Allan Worthington
Its: President

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allan Worthington whose name as President of Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, a Virginia limited partnership, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal, this the 15th day of October, 2002.

Debbie D. Stephens
Notary Public
My Commission Expires: 4-10-2006

The undersigned, Shelby County, does hereby accept the above and foregoing dedication and conveyance, subject to the terms, conditions, and specifications hereinabove made.

Dated this 9th day of July 2003 Cal

ATTEST:

Shelby County

SHELBY COUNTY, ALABAMA

By: Charles M. Lay, Jr.
Its: _____

By: Chak M. Lay, Jr.
Its: Utility Engineer Manager