

STATE OF ALABAMA

SHELBY COUNTY

**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, **Greystone Cove, LLC**, an Alabama limited liability company (hereinafter the "Developer"), does hereby grant, bargain, sell, and convey unto **Shelby County, Alabama**, a political subdivision of the State of Alabama, ("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:

**Pump Lot, according to the Resurvey of Park, Amended Map of The Cove of Greystone, Phase I, as recorded in Map Book 29, Page 19, in the Office of the Judge of Probate of Shelby County, Alabama.**

**(Also known as Shelby County Lift Station Number 48)**

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 15<sup>th</sup> day of October, 2002.

Shirley D. Ellis  
WITNESS

**DEVELOPER:**

GREYSTONE COVE, LLC, an Alabama  
limited liability company

By: Greystone Cove, LLP, an Alabama  
registered limited liability partnership,  
Its Co-Manager

By: The CWD, LLC, an Alabama  
limited liability company, Its  
General Partner

By: Charles W. Daniel  
Charles W. Daniel, Its  
Managing Member

Shirley D. Ellis  
WITNESS

By: Daniel Realty Company, an Alabama  
general partnership, Its Co-Manager

By: Daniel Equity Partners Limited  
Partnership, a Virginia limited  
partnership, Its Managing Partner

By: Daniel Equity Corporation I,  
a Virginia corporation, Its  
General Partner

By: Allen Wright  
Its: President

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel, whose name as Managing Member of The CWD, L.L.C., an Alabama limited liability company, as General Partner of Greystone Cove, LLP, an Alabama registered limited liability 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of The CWD, L.L.C., as General Partner of said registered limited liability partnership.

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

TCM  
Notary Public  
My Commission Expires: 8/27/05

STATE OF ALABAMA     )  
                                     :  
COUNTY OF JEFFERSON )

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 Equity Corporation I, a Virginia corporation, as General Partner of Daniel Equity Partners Limited Partnership, a Virginia limited partnership, as Managing Partner of Daniel Realty Company, an Alabama general 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation, as General Partner of Daniel Equity Partners Limited Partnership, as Managing Partner of Daniel Realty Company.

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

Debbie D. Stephens  
Notary Public

My Commission Expires: April 10, 2006

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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 9<sup>th</sup> day of July, 2003 Am  
~~October, 2002.~~

ATTEST:

Philip J. Wright

SHELBY COUNTY, ALABAMA

By: Charles M. Lay Jr.  
Its: \_\_\_\_\_

By: Charles M. Lay Jr.  
Its: Utility Engineer Manager