

This instrument prepared by and return to:
April B. Danielson, Esq.
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400
Homewood, Alabama 35209

SANITARY SEWER ACCESS EASEMENT

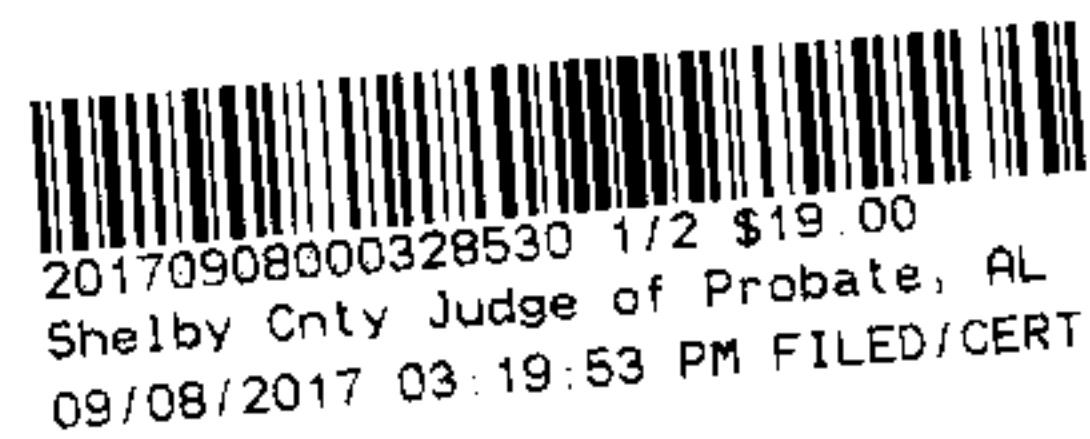
FOR AND IN CONSIDERATION of the sum of **Twenty Thousand Eight Hundred and Seventy Four Dollars and 75/100 (\$20,874.75)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **RIVERCHASE COUNTRY CLUB, a domestic non-profit corporation**, ("Grantor") does hereby sell, transfer, and convey unto the **CITY OF HOOVER, ALABAMA, an Alabama municipal corporation**, ("Grantee") a permanent sanitary sewer access easement through and over the hereinafter described portion of Grantor's property located in Shelby County, Alabama, to wit:

Being a permanent twenty (20) foot easement on either side of the centerline of the cart path/access road beginning at the cul-de-sac of Riverway Drive (serving as the cart path for golf course holes #4 and #5 of the Riverchase Country Club and also serving as the access road for the Riverchase #6 and #12 pumping stations and various gravity sewer lines and manholes) and terminating at the intersection with Tulip Popular Drive. The approximate location of the easement herein described is shown graphically on Exhibit A attached hereto and made a part hereof.

Said easement is conveyed for the purpose of permitting Grantee to access its pumping stations and gravity sewer lines and manholes ("Grantee's Property") at any time without prior notice to Grantor. Grantor agrees to the purpose of said easement and shall provide the Grantee unobstructed access to said easement in order for the Grantee to carry out said purpose. Grantor covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

Further, Grantor does hereby covenant with Grantee that (i) it is the owner of record and is lawfully seized and possessed of the above described property, (ii) it has a good and lawful right to convey said property, or any part thereof, to Grantee and (iii) the property is free from all encumbrances, and that Grantor will forever warrant and defend title thereto against the lawful claims of all persons whomsoever. Grantor acknowledges and agrees that the easement conferred herein is perpetual, runs with the land and shall be binding upon the Grantor and its respective grantees, heirs, successors and assigns.

At its expense, Grantee shall repair any damage caused to the easement due to its access. Grantor and Grantee shall inspect the easement on an annual basis to ascertain any such damage caused by Grantee's use of the easement.



Grantee's rights under this Easement are assignable. Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property and Grantor hereby consents to Grantee's assignment of all of its right, title and interest created under this Easement. Upon any such sale, transfer or assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of any thing done or occurring related to this easement after the date of such assignment.

TO HAVE AND TO HOLD the above-described easement for sewer access purposes unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of May, 2017.

RIVERCHASE COUNTRY CLUB, Grantor

BY: Larry McIntosh

Printed Name: LARRY McINTOSH

Its: PRESIDENT LM

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry McIntosh, whose name as President of RIVERCHASE COUNTRY CLUB, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.


Given under my hand and official seal, this the 24 day of May, 2017.

[SEAL]

Linda A. Hunter
Notary Public

My Commission Expires:

02/24/2018


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Shelby Cnty Judge of Probate, AL
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