

916
SANITARY SEWER LIFT STATION
EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Cahaba Water Renovation Systems, Inc., a corporation (hereinafter referred to as "GRANTEE"), to Dantract Inc. and Pirata Enterprises, Inc., a corporation (hereinafter referred to as "GRANTOR"), the receipt and sufficiency of which is hereby acknowledged, the said GRANTOR does by these presents grant and convey unto said GRANTEE the following easement for an underground sanitary sewer lift station and above ground appurtenances, said easement being situated in Shelby County, Alabama, and being described as follows:

An Easement for construction and maintenance of an underground Sanitary Sewer Lift Station and above ground appurtenances situated in the Northwest 1/4 of Southeast 1/4 of Section 31, Township 18 South, Range 1 West Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of said 1/4-1/4 section, at a concrete monument, and run easterly 1284.96 feet along the northerly line of said 1/4-1/4 section to a concrete monument on the westerly right-of-way line of Shelby County Road No. 459; thence turn 88°49'29" right and run southerly 1035.64 feet along said right-of-way line to an iron pin; thence turn 89°38'43" right and run westerly 5.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00' left and run southerly 100.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00' right and run westerly 10.00 feet along said westerly right-of-way line to an iron pin; thence turn 90°00' left and

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run southerly 50.00 feet along said westerly right-of-way line to a concrete monument; thence turn 37°57'28" right and run southwesterly 143.80 feet along said westerly right-of-way line to a concrete monument, said monument being the point of intersection of said westerly right-of-way line and the northerly right-of-way line of U.S. Highway No. 280; thence turn 46°32'32" right and run westerly 20.00 feet along said northerly right-of-way line to a point, said point being the Point of Beginning of the Easement herein described.

Thence, from said Point of Beginning, continue 35.00 feet along last described course and along said northerly right-of-way line to a point; thence turn 90°00' right and run northerly 25.00 feet to a point; thence turn 90°00' right and run easterly 35.00 feet to a point; thence turn 90°00' right and run southerly 25.00 feet to the Point of Beginning.

Said easement contains 875.00 square feet or 0.020087 acres, more or less.

The above easement is granted to GRANTEE upon the following terms and conditions:

1. For the consideration aforesaid, the GRANTOR grants and conveys unto the GRANTEE the right and privilege of perpetual use of the sanitary sewer lift station easement for such utility purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said easement, and the right to cut and keep clear all trees, undergrowth and other obstructions on said easement when deemed reasonably necessary for the avoidance of danger in and about said utility use of said easement. Any utility line installed by GRANTEE, its successors or assigns, within the above-described sanitary sewer lift

station easement shall be placed at least two feet (2') below the surface or grade; provided, however, that such requirements shall not apply to manholes and sewer clean-out pipes, all of which shall be suitably marked on the surface. GRANTOR reserves the right to construct improvements including, but not limited to, paved parking areas, buildings, roads, streets, medians, parking decks, landscaped areas and any and all other improvements on, over, across or upon said underground utility easement area; provided, however, that GRANTOR, at its expense, shall be solely responsible for repairing any damage to the utility lines and lift station caused by GRANTOR, its agents or contractors, such responsibility to include, without limitation, the relocation (which GRANTOR shall have the right to do at GRANTOR'S expense) of the utility lines and lift station if necessary to avoid damage to same in connection with any such construction.

2. GRANTEE hereby agrees to indemnify and hold harmless GRANTOR against any claims for injury or death to persons or damage to property resulting solely from GRANTEE'S negligence in the construction or use of the aforementioned underground utility easement.

3. In the event, GRANTEE, its successors or assigns, shall abandon, or cease to use, the herein described property for a period of six successive months, said property shall revert to GRANTOR, its successors or assigns without any consideration being due or payable. GRANTEE, its successors or assigns, may not sell, lease, convey or otherwise transfer the herein described property to a third party for any purpose, other than for the use and purpose herein stated, and in such event any attempted conveyance for any other and different use shall be null and void and said property will by operation of law revert to GRANTOR, its successors or assigns.

TO HAVE AND TO HOLD the above underground utility line and lift station easement unto the said GRANTEE, its successor and assigns, forever.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed on this the 13th day of July 1984.

WITNESS:

By:

Dorothy B. Watkins
Its

WITNESS:

By:

Paul E. Bates

WITNESS:

Patti E. Bates
Asst. Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

GRANTOR:

DANTRACT, INC.

By:

Charles W. Daniel
Its Owner

GRANTOR:

PIRATA ENTERPRISES, INC.

By:

R. Hugh Daniel

GRANTEE:

CAHABA WATER RENOVATION
SYSTEMS, INC.

By:

Charles G. Beethman
Its President

I, Dorothy B. Watkins, a Notary Public in and for said County, in said State, hereby certify that Charles W. Daniel, of Dantract, Inc., a corporation, 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and office seal of office this 13th day of July, 1984.

My commission expires 1-15-88.

STATE OF GEORGIA)
COUNTY OF FULTON)

I, Melinda J. Snoke, a Notary Public in and for said County, in said State, hereby certify that R. Hugh Daniel, Jr., of Pirata Enterprises, Inc., a corporation, 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 the above and foregoing instrument, He, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this May 7th day of May, 1984.

NOTARY PUBLIC

Notary Public, Georgia, State at Large
My Commission Expires Sept. 22, 1986

My Commission expires:

9-22-86

STATE OF ALABAMA)
COUNTY OF)

I, PATTI E. BATES, a Notary Public in and for said County in said State, hereby certify that Charles G. Bueltman, whose name as President of Cahaba Water Renovation Systems, Inc., a corporation, 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 the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 19 day of July, 1984.

Patti E. Bates
NOTARY PUBLIC

My Commission expires:
3-19-85



Deed Tax	.50
Rec.	15.00
Ind.	1.00
	<hr/>
	16.50

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STATE OF ALA. SHELBY CO. (S)
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 AUG 15 PM 1:24

Thomas W. Lawrence
JUDGE OF PROBATE