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STATE OF ALABAMA)

SHELBY COUNTY)

SEWER LINE EASEMENT AND CONNECTION AGREEMENT

THIS SEWER LINE EASEMENT AND CONNECTION AGREEMENT made and entered into as of this 23rd day of September, 1985, by and between DANIEL U.S. PROPERTIES, LTD., a Virginia limited partnership ("Grantor") and DANIEL PROPERTIES XV, a Virginia limited partnership ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor owns certain real property (the "Grantor's Property") situated in Shelby County, Alabama; and

WHEREAS, Grantee owns certain real property (the "Grantee's Property") situated in Shelby County, Alabama which is adjacent to the Grantor's Property; and

WHEREAS, Grantor has heretofore constructed a sewer line and lift stations on a portion of the Grantor's Property and desires to (a) reserve for itself, its successors and assigns, a permanent easement and right of way over that portion of the Grantor's Property upon which said sewer line and lift stations have been constructed, (b) grant to Grantee the right to connect and tap into the sewer lines of Grantor and (c) grant to Grantee a permanent easement and right of way over and upon the Grantor's Property for the purpose of installing underground sewer lines.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee hereby agree as follows:

I. RESERVATION OF EASEMENT

Grantor does hereby establish and reserve for and on behalf of Grantor, its successors and assigns, a permanent and perpetual easement appurtenant and right of way over, across, under, through and upon that certain real property situated in Shelby County, Alabama (the "Reserved Easement Property") which is more particularly described in Exhibit A attached hereto and incorporated herein by reference for the purposes of (a) constructing, installing, maintaining,

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✓ Susan Carr

repairing and replacing sewer taps, trunk lines, pipes, sewer lines, drains, conduits and lift stations for sanitary sewer lines (hereinafter collectively referred to as the "Sewer Lines") under, over, through, across and upon the Reserved Easement Property and (b) rights of ingress and egress over, across and upon the Reserved Easement Property for maintaining and repairing the Sewer Lines.

The easement and right of way reserved herein (a) include all rights and privileges necessary or convenient for the full use and enjoyment thereof by Grantor and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions on the Reserved Easement Property, (b) are permanent and perpetual, (c) are appurtenant to and shall serve the Grantor's Property or any other property served by the Sewer Lines and (d) shall be and are covenants running with the land which shall inure to the benefit of and be binding upon Grantor and any future owner or party acquiring any interest in the Grantor's Property and their respective successors and assigns forever.

Notwithstanding anything provided in this Agreement or any other deed, conveyance, contract or document to the contrary, no conveyance, transfer or assignment of any interest in Grantor's Property shall constitute a conveyance, transfer or assignment of the rights reserved herein unless such instrument specifically assigns the easement and right of way reserved herein.

II. GRANT OF SEWER CONNECTION AND TAP-ON RIGHTS

Grantor does hereby grant to Grantee, its successors and assigns, the nonexclusive right to (a) use in common with Grantor, its successors and assigns, and (b) connect and tap into, the Sewer Lines situated on the Reserved Easement Property subject to the following terms and conditions: (i) Grantee shall install, construct, maintain, repair and replace at its sole cost and expense, all sewer taps, trunk lines, sewer lines, pipes, drains, conduits and lift stations on the Grantee's Property as may be necessary to tap into and discharge sewage into the Sewer Lines, (ii) the number and location of each sewer tap into the Sewer Lines shall be determined by the mutual consent and approval of Grantor and Grantee, (iii) the use of the Sewer Lines by Grantee shall be subject to the terms and conditions of that certain Service Agreement dated March 1, 1985 (the "Service Agreement") between Grantor and Cahaba Water Renovation Systems, Inc. ("CWRSI") and (iv) Grantee shall, at its sole cost and expense, pay all charges and expenses under the Service Agreement or any other agreement relating to the discharge of sewage from the Grantee's Property.

Notwithstanding anything provided herein to the contrary, Grantor and Grantee hereby acknowledge and agree that (a) neither Grantor nor Grantee shall be liable or responsible to the other party or their respective successors, assigns or any other party claiming by, through or under Grantor or Grantee for (i) any injury or damage of any nature caused by or resulting from any failure of or defect or malfunction in the Sewer Lines and (ii) any failure or refusal of CWSRI or any governmental authority to supply sanitary sewage services to the Grantor's Property or the Grantee's Property and (b) each party, for themselves and their respective successors and assigns, do hereby waive and release the other party from any and all claims, actions, causes of action and liability of any nature relating to or arising out of the discharge of sewage into the Sewer Lines.

III. GRANT OF EASEMENT

Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns forever, a permanent easement and right of way under, over, through, across and upon that portion of the Grantor's Property which is more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Easement Property"). The easement and right of way granted herein shall be used by Grantee for the purposes of:

- (a) constructing, installing, maintaining, repairing and replacing sewer taps, trunk lines, pipes, sewer lines, drains, conduits and lift stations for sanitary sewer lines (hereinafter collectively referred to as the "Grantee Sewer Lines") under, over, through, across and upon the Easement Property; and
- (b) rights of ingress and egress over, across and upon the Easement Property for maintaining and repairing the Grantee Sewer Lines.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever.

The easement and right of way granted herein (a) include all rights and privileges necessary or convenient for the full use and enjoyment thereof by Grantee and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions on the Easement Property, (b) are permanent and perpetual, (c) are appurtenant to and shall serve the Grantee's Property or any other property served by the Grantee Sewer Lines and (d) shall be and are covenants running with the land which shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns forever.

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IN WITNESS WHEREOF, GRANTOR AND GRANTEE have caused this Sewer Line Easement and Connection Agreement to be executed on the day and year first above written.

DANIEL U.S. PROPERTIES, LTD.

By Daniel Realty Investment Corporation, Its General Partner

By: R. Caldwell Englund
R. Caldwell Englund,
President

DANIEL PROPERTIES XV,
a Virginia limited partnership

By The Fifteenth Daniel Realty Investment Corporation, Its General Partner

By: R. Caldwell Englund
R. Caldwell Englund,
President

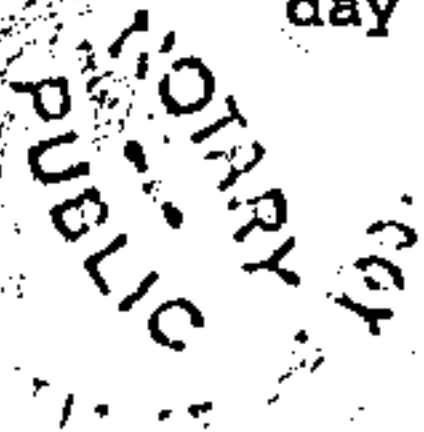
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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that R. Caldwell Englund whose name as President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES, LTD., 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 said instrument, he, as such officer of DANIEL REALTY INVESTMENT CORPORATION, executed the same for such corporation in its capacity as General Partner of DANIEL U.S. PROPERTIES, LTD., with full authority, voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official seal, this the 23rd day of September, 1985.



Singer A. McCoy
Notary Public

My Commission Expires: 8-2-88

STATE OF ALABAMA)

JEFFERSON COUNTY)

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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that R. Caldwell Englund whose name as President of THE FIFTEENTH DANIEL REALTY INVESTMENT CORPORATION, a Virginia limited corporation, as General Partner of DANIEL PROPERTIES XV, 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 said instrument, he, as such officer of THE FIFTEENTH DANIEL REALTY INVESTMENT CORPORATION, executed the same for such corporation in its capacity as General Partner of DANIEL PROPERTIES XV, with full authority, voluntarily for and as the act of said partnership on the day the same bears date.

Given under my hand and official seal, this the 23rd day of September, 1985.

Beth Ann Dennis
Notary Public

My Commission Expires: 12-6-87

EXHIBIT A

Description of an easement for sanitary sewer lines situated in the NW $\frac{1}{4}$ of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

A strip of land 15 ft. in uniform width lying northerly of Lots 6 through 14, inclusive, of Meadow Brook 3rd Sector as recorded in Map Book 7, Page 66, in the Probate Office of Shelby County, Alabama.

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EXHIBIT B

PARCEL I:

Description of the centerline of a 15 ft. wide easement (7.5 ft. on each side of said centerline) for sanitary sewer S-2, situated in the NE $\frac{1}{4}$ of Section 1, Township 19S, Range 2W, Shelby County, Alabama, more particularly described as follows:

Commence at a point on the westerly right-of-way line of Meadow Brook Road that is 618.68 ft. north of the NE corner of Lot 1 Meadow Brook 3rd Sector as recorded in Map Book 7, Page 66 in the Probate Office of Shelby County, Alabama; thence northwesterly and southwesterly along the southerly right-of-way line of an unnamed road for 1,248.75 ft.; thence turn left 113°14'28" and run southeasterly for 63.32 ft.; thence turn right 68°52'58" and run southwesterly for 58.42 ft.; thence turn right 6°31'36" and continue southwesterly for 8.25 ft. to the point of beginning of said centerline; thence continue southwesterly along last said course and along said centerline for 211.11 ft.; thence turn right 59°30' and continue southwesterly and along said centerline for 208.89 ft.; thence turn right 1°01'06" and continue southwesterly and along said centerline for 181.78 ft. to the end of said centerline.

PARCEL II

Description of the centerline of a 15 ft. wide easement (7.5 ft. each side of said centerline) for sanitary sewer S-1, situated in the NW $\frac{1}{4}$ of Section 6, Township 19, Range 1W, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of Lot 6, Meadow Brook 3rd Sector as recorded in Map Book 7, Pg. 66 in the Probate Office of Shelby County, Alabama; thence run southwesterly along the northwest line thereof for 50 ft.; thence turn right 90° and run northwesterly for 50 ft.; thence turn right 90° and run northeasterly for 28.1 ft. to the point of beginning of here described centerline; thence turn left 75°23'45" and run northwesterly along said centerline for 103.98 ft.; thence turn left 11°51'00" and along said centerline for 84.15 ft.; thence turn right 16°49'18" and continue northwesterly and along said centerline for 115.34 ft.; thence turn left 1°21'18" and continue northwesterly and along said centerline for 86.15 ft.; thence turn left 1°22'54" and continue northwesterly and along said centerline for 66.54 ft.; thence turn right 58°53'54" and run northeasterly and along said centerline for 117.20 ft. to the end of said centerline.

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

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JUDGE OF PROBATE

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