

1737

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 SOUTH JEFFERSON CO., INC., an Alabama corporation ("South Jefferson"), and DANIEL U.S. PROPERTIES, LTD., a Virginia limited partnership ("Daniel").

W I T N E S S E T H

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

WHEREAS, South Jefferson owns certain real property (the "South Jefferson Property") situated in Shelby County, Alabama which is situated adjacent to and contiguous with the Daniel Property; and

WHEREAS, South Jefferson desires to grant to Daniel a permanent easement and right of way for the purposes of installing underground sewer lines under a portion of the South Jefferson Property and Daniel desires to grant to South Jefferson the right to connect and tap into the said 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, South Jefferson and Daniel hereby agree as follows:

I. GRANT OF EASEMENT

South Jefferson does hereby GRANT, BARGAIN, SELL and CONVEY unto Daniel, its successors and assigns forever, a permanent easement and right of way under, over, through, across and upon that portion of the South Jefferson Property which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"). The easement and right of way granted herein shall be used by Daniel 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 "Sewer Lines") under, over, through, across and upon the Easement Property; and

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Lusan Carr P.O. Box 43250
B'ham, AL 35243-0250

- (b) rights of ingress and egress over, across and upon the Easement Property for maintaining and repairing the Sewer Lines.

TO HAVE AND TO HOLD unto Daniel, 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 Daniel 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 Daniel 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 South Jefferson and Daniel and their respective successors and assigns forever.

II. GRANT OF SEWER CONNECTION AND TAP-ON RIGHTS

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Daniel does hereby grant to South Jefferson, its successors and assigns, the nonexclusive right to (a) use in common with Daniel, its successors and assigns, and (b) connect and tap into, the Sewer Lines situated on the Easement Property subject to the following terms and conditions: (i) all sewer taps, trunk lines, sewer lines, pipes, drains, conduits, lift stations and meters as may be necessary or required to tap into and discharge sewage into the Sewer Lines shall be installed, constructed, operated, maintained, repaired and replaced on the South Jefferson Property by South Jefferson at its sole cost and expense, in accordance with all applicable governmental rules, regulations and requirements as may exist from time to time, (ii) the number and location of each sewer tap into the Sewer Lines shall be determined by the mutual consent and approval of South Jefferson and Daniel, (iii) the use of the Sewer Lines by South Jefferson shall be subject to the terms and conditions of that certain Service Agreement dated March 1, 1985 (the "Service Agreement") between Daniel and Cahaba Water Renovation Systems, Inc. ("CWRSI") and (iv) South Jefferson 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 South Jefferson Property.

Notwithstanding anything provided herein to the contrary, Daniel and South Jefferson hereby acknowledge and agree that (a) neither Daniel nor South Jefferson shall be liable or responsible to the other party or their respective successors, assigns or any other party claiming by, through or under Daniel or South Jefferson 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 CWRSI or any governmental authority to supply sanitary sewage services to the Daniel Property or the South Jefferson 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.

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

SOUTH JEFFERSON CO. INC.

By: John P. Baker
John P. Baker, President

DANIEL U.S. PROPERTIES, LTD.

By Daniel Realty Investment Corporation, Its General Partner

By: R. Caldwell England
R. Caldwell England
President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said County in said State, hereby certify that John P. Baker whose name as President of the South Jefferson Co., Inc., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation

Given under my hand this the 20th day of December, 1985.

Naugie J. Bailey
Notary Public

My Commission Expires February 24, 1989

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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

EXHIBIT A

PARCEL I:

Description of an easement for Force Main #1 and san. sewer S-3, situated in the NW¼ of Section 6, Township 19, Range 1W, Shelby County Alabama, more particularly described as follows:

Commence at the northeast 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 50 ft. thence turn right 90° and run southeasterly for 15.60 ft. to the point of beginning of the centerline of a 15' wide easement; thence turn left 90° and run northeasterly and along said centerline for 153.28 ft.; thence turn left 9°52'05" and continue northeasterly and along said centerline for 151.85 ft.; thence turn right 6°00' and continue northeasterly and along said centerline for 154.99 ft.; thence turn left 55°38'30" and run northerly and along said centerline for 194.17 ft.; thence turn right 19°09'07" and run northeasterly and along said centerline for 284.92 ft. to the end of said centerline, said point also being Lift Station #2 and the centerline of a 50 ft. x 50 ft. easement; also included is all property between the above described 15 ft. centerline easement and Lot 5 in said Meadow Brook 3rd Sector.

PARCEL II:

Description of the centerline of a 15 ft. wide easement (7.5 ft. on each side of said centerline) for Force Main #2, situated on the NW¼ of Section 6, Township 19, Range 1W, Shelby County Alabama, more particularly described as follows:

Commence at a point by projecting the North line of Lot 1, Meadow Brook 3rd Sector as recorded in Map Book 7, Pg. 66 in the Office of the Judge of Probate of Shelby County, Alabama, Westerly 9.61 ft.; thence turn right 105°56'20" and run northeasterly for 131.88 ft.; thence turn left 11°29'10" and continue northeasterly for 23.48 ft. to the point of beginning of said centerline; thence continue northeasterly along last described course and along said centerline for 117.48 ft.; thence turn right 9°13'15" and continue northeasterly and along said centerline for 139.77 ft.; thence turn right 6°12'49" and continue northeasterly and along said centerline for 74.42 ft. to the end of said centerline.

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

1986 JAN 23 AM 10:15

Deed TAX. \$0
Rec 12.50
Jud 1.00
14.00