

2622
STATE OF ALABAMA)

SHELBY COUNTY)

SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT is made and entered into as of this 2nd day of DECEMBER, 1986, by and between SHELBY DEVELOPMENT CORPORATION, an Alabama Corporation ("Grantor"), and D & D WATER RENOVATORS, INC., an Alabama Corporation ("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 which is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Grantor desires to 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, subject to the terms and conditions hereinafter set forth.

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:

1. Grant of Easement.

(a) Subject to the terms and conditions of Paragraph 2 below, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, its successors and assigns forever, a permanent, nonexclusive 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") for the purposes of:

- (i) Constructing, installing, maintaining, repairing and replacing sewer taps, trunk lines, pipes, lines, drains, conduits, lift stations and related equipment, improvements and facilities for the carrying and transmission of sewage (hereinafter collectively referred to as the "Sewer Lines") under the Easement Property; and
- (ii) rights of ingress and egress over, across, through and upon the Easement Property for maintaining and repairing the Sewer Lines.

(b) Subject to the conditions set forth in Paragraph 2 below, the easement and right of way granted herein (i) 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, (ii) are permanent and perpetual, (iii) are appurtenant to and shall serve any property served by the Sewer Lines and (iv) 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.

2. Relocation of Sewer Lines.

(a) Notwithstanding anything provided herein to the contrary, Grantor reserves the right at any time and from time to time, to relocate the Sewer Lines and the easement and right of way over and upon the Easement Property granted to Grantee herein subject to the following terms and conditions:

- (i) Grantor shall provide Grantee with not less than sixty (60) days prior written notice of its intention to relocate said Sewer Lines and the easement and right of way granted herein;
- (ii) Grantor shall pay all costs and expenses relating to any such relocation, including specifically,
 - (1) obtaining all necessary permits and consents from the appropriate governmental bodies (or any privately owned authority or entity) having jurisdiction over the discharge of sewage into or from the Sewer Lines and (2) the construction and installation of sewer lines of the same quality of materials, size and capacity as the Sewer Lines constructed by Grantee on the Easement Property; and
- (iii) In no event shall Grantor's relocation of the Sewer Lines or the easement and right of way granted to Grantee herein result in the interference or interruption of sewage discharge from any property served by the Sewer Lines.

(b) Upon Grantor's relocation of the Sewer Lines in accordance with the provisions of this Paragraph 2, Grantor and Grantee will execute such documents and instruments as may be reasonably required to evidence any such relocation.

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3. Grant of Connection Rights. As additional consideration and as an inducement to Grantor granting to Grantee the easement and right of way herein described, Grantee agrees to grant to Grantor, its successors and assigns, for the benefit of Grantor's Property, the nonexclusive right to use the Sewer Lines in common with Grantee, its successors and assigns, and the right to connect and tap into the Sewer Lines situated on the Easement Property, subject to the following terms and conditions:

- (i) Grantor's right to use and tap into the Sewer Lines shall be limited and subject to Grantee's good faith determination that any such proposed connection shall not exceed the existing capacity of the Sewer Lines;
- (ii) Grantor, at Grantor's sole expense, shall construct, install, maintain, replace and repair all sewer taps, lines, pipes, drains, conduits, lift stations and meters which may be necessary or required to connect and tap into the Sewer Lines in accordance with all applicable rules, regulations and requirements affecting the discharge or transmission of sewage from the Sewer Lines to public or private sewage treatment facilities;
- (iii) Grantor, at Grantor's sole cost and expense, shall apply for all necessary permits, enter into all such agreements and pay all charges and expenses levied or assessed by any public or private authority, corporation, association or other entity having jurisdiction or control over the discharge or transmission of sewage through the Sewer Lines from the Grantor's Property into any public or private sewage treatment facilities;
- (iv) The plans, specifications and location of each connection into the Sewer Lines shall be subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld or delayed.

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4. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owner of the Easement Property and Grantee.

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) The parties hereto agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating transactions described herein.

(f) Any and all notices required or permitted to be given hereunder shall be deemed to have been given upon deposit of the same in the United States mail, postage prepaid and addressed as follows:

If to Grantor: Shelby Development Corporation
Suite 100, 200 Office Park Drive
Birmingham, Alabama 35223
Attention: Charles W. Daniel

If to Grantee: D & D Water Renovators, Inc.
10 Inverness Center Parkway
Birmingham, Alabama 35243
Attention: Michael D. Fuller

or to such other address as either party by written notice given to the other as provided above may request.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Sewer Line Easement to be executed on the day and year first above written.

SHELBY DEVELOPMENT CORPORATION,
an Alabama corporation

By: Charles A. Daniel
Its: President

D & D WATER RENOVATORS, INC.,
an Alabama corporation

By: Michael H. Felt
Its: Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said County in said State, hereby certify that CHARLES A. DANIEL whose name as PRESIDENT of SHELBY DEVELOPMENT CORPORATION an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledge 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 said corporation.

Given under my hand this the 31st day of Dec., 1986.

John H. Brewer
Notary Public

My Commission Expires July 16, 1987

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STATE OF ALABAMA)

COUNTY OF Shelby

I, the undersigned, a notary public in and for said County in said State, hereby certify that MICHAEL D. FULLER whose name as VICE PRESIDENT of D+D WATER REFINERS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledge 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 said corporation.

Given under my hand this the 31st day of Dec, 1986.

John H. Brewer
Notary Public
My Commission Expires July 16, 1987

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.,
10 Inverness Center Parkway
Birmingham, Alabama 35243

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EXHIBIT "A"
LEGAL DESCRIPTION
SHELBY DEVELOPMENT CORPORATION

	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
SE 1/4 of SW 1/4 of NW 1/4; and E 1/2 of NW 1/4	31	18-S	1-W
Tracts 6, 8, 10, 12, 18, 20 and 22 through 32, both inclusive, according to Jessica Ingram's Survey of NE 1/4, Sec. 31, T 18-S, R 1W, as shown by Map Book 3, Page 54 in the Probate Office of Shelby County, Alabama.	31	18-S	1-W
Tract 16-8, according to the Resurvey of Lots 14 and 16, Jessica Ingram Property, as shown by Map Book 6, Page 54, in the Probate Office of Shelby County, Alabama.	31	18-S	1-W

Part of Lot 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows: Beginning at the NW corner of said Lot 12, run thence in a Southerly direction along the west lot line of said Lot 12 for a distance of 30.26 feet; thence turn an angle to the left of 89 deg. 23 min. 50 sec. and run in an Easterly direction for a distance of 1236.08 feet to a point on the West right of way line of Shelby County Road No. 495; thence turn an angle to the left of 94 deg. 03 min. 43 sec. and run in a Northerly direction along said West right of way line for a distance of 36.62 feet to a 2 inch capped pipe; thence turn an angle to the left of 86 deg. 13 min. 44 sec. and run in a Westerly direction along the North line of said Lot 12 for a distance of 1233.82 feet to the point of beginning.

Part of Lot 6, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Beginning at the SW corner of said Lot 6, run thence in an Easterly direction along the South line of said Lot 6 for a distance of 1274.54 feet to the West right of way line of Shelby County Road No. 495; thence turn an angle to the left of 94 deg. 15 min. 23 sec. and run in a Northerly direction along said right of way line for a distance of 10.02 feet; thence turn an angle to the left of 85 deg. 44 min. 37 sec. and run in a Westerly direction for a distance of 1273.94 feet to the West line of said Lot 6; thence turn an angle to the left of 90 deg. 47 min. 50 sec. and run in a Southerly direction along the West line of said Lot 6 for a distance of 10.00 feet to the point of beginning.

LESS AND EXCEPT the property sold to Daniel Realty Corporation by deed recorded in Book 085, Page 740, in the said Probate Office described as follows:

Part of the SE 1/4 of the NW 1/4 and the SW 1/4 of NE 1/4 of Section 31, Township 18 South Range 1 West, Shelby County, Alabama, and being more particularly described as follows; Lots 6, 8, 10 and 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54 in the Office of the Judge of Probate, Shelby County, Alabama, also, an acreage parcel situated in the SE 1/4 of the NW 1/4 of Section 31, Township 18 South,

EXHIBIT "A"

Range 1 West, Shelby County, Alabama, and being more particularly described as follows: From the NW corner of Lot 12, Jessica Ingram Property, as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate of Shelby County, Alabama, run in a Southerly direction along the West lot line of said Lot 12 for a distance of 30.26 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue in a southerly direction along the West lot lines of said Lots 12, 10, 8 and 6, for a distance of 620.60 feet; thence turn an angle to the right of 90 deg. 47 min. 50 sec. and run in a Westerly direction for a distance of 116.86 feet to a point on the East right of way line of Brook Highland Drive as shown on the map of "The Meadows Residential Sector One", as recorded in Map Book 9, Page 142, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the left which has a radius of 605.12 feet, a central angle of 18 deg. 21 min. 26 sec. and a chord of 193.05 feet which forms an interior angle to the left of 80 deg. 08 min. 18 sec. with the last described call; run thence along said right of way line in a Northerly direction along the arc of said curve for a distance of 193.88 feet to the end of said curve; run thence in a Northerly direction tangent to said curve for a distance of 324.02 feet to the beginning of a curve to the left, said curve having a radius of 1153.80 feet, a central angle of 2 deg. 37 min. 02 sec. and a chord of 52.70 feet; run thence in a Northerly direction along the arc of said curve for a distance of 52.70 feet; thence turn an interior angle to the left of 126 deg. 06 min. 26 sec. from the chord to the last described curve and run in a Northeasterly direction for a distance of 89.69 feet to the point of beginning.

LESS AND EXCEPT the property sold to Daniel Meadows, Ltd. by deed recorded in Book 022, Page 959, in the Probate Office of Shelby County, Alabama described as follows:

Description of a parcel of land situated in the southeast quarter of the northwest quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the southwest corner of said quarter-quarter section, run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 882.30 feet; thence turn an angle to the right of $91^{\circ} - 17' - 06''$ and run in an easterly direction for a distance of 198.02 feet to the point of beginning of the parcel herein described; thence continue in an easterly direction along the same course as before for a distance of 1001.66 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 307.97 feet to the beginning of a curve to the right, said curve to the right having a radius of 545.12 feet and a central angle to $62^{\circ} - 38' - 49''$ and being concave to the northwest; thence run along the arc of said curve in a southerly to southwesterly direction for a distance of 596.03 feet to the end of said curve; thence run in a southwesterly direction tangent to said curve for a distance of 166.48 feet; thence turn an angle to the right of $26^{\circ} - 18' - 34''$ and run in a westerly direction for a distance of 347.77 feet; thence turn an angle to the right of $63^{\circ} - 41' - 26''$ and run in a northwesterly direction for a distance of 136.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 1682.21 feet and a central angle of $17^{\circ} - 35' - 45''$ and being concave to the northeast; thence run in a northwesterly direction along the arc of said curve for a distance of 516.62 feet to the end of said curve and the beginning of a second curve to the right, said second curve to the right having a radius of 537.13 feet and a central angle of 20° and being concave to the east; thence run in a northwesterly to northerly direction along the arc of said curve for a distance of 187.49 feet to the end of said curve; thence run in a northerly direction tangent to said curve for a distance of 80.52 feet to the point of beginning. Said parcel contains 17.4515 acres, more or less.

EXHIBIT "A"

ALSO, LESS AND EXCEPT the property sold to Eagle Ridge, Ltd. by deed recorded in Book 067, Page 965 in said Probate Office described as follows:

A parcel of land situated in the East 1/2 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of the NW 1/4 of the SE 1/4 of the NW 1/4 of said Section, and run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 194.27 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, run thence in a northerly direction along the same course as before for a distance of 1809.15 feet to the Northwest corner of the NE 1/4 of the NW 1/4 of said Section; thence turn an angle to the right of 90 deg. 51 min. 41 sec. and run in an easterly direction along the north line of said section for a distance of 750.0 feet; thence turn an angle to the right of 105 deg. 57 min. 12 sec. and run in a southerly direction for a distance of 1629.52 feet to a point on the Northwest right of way line of a proposed public dedicated road known as Meadow Ridge Road; said point being in a curve to the left having a radius of 326.23 feet and a central angle of 44 deg. 43 min. 59 sec. and said curve being concave to the southeast; thence from the last call turn an interior counter-clockwise angle of 162 deg. 55 min. 13 sec. to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 254.70 feet to the end of said curve; thence run in a southwesterly direction tangent to last said curve for a distance of 35.64 feet along Northwest right of way of said Meadow Ridge Road; thence turn an angle to the right of 79 deg. 45 min. 26 sec. and run in a westerly direction for a distance of 132.99 feet to the point of beginning of the parcel herein described; being situated in Shelby County, Alabama.

A portion of Meadow Ridge Road referred to above in the legal description was dedicated to the public on February 26, 1986, by recording of a map in Map Book 9, Page 142 in the Probate Office of Shelby County, Alabama.

SHELBY DEVELOPMENT CORPORATION
EXHIBIT "B"

Description of a parcel of land to be used for a sanitary sewer easement, said parcel being in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; said parcel being 20 feet in width and lying 10 feet to either side of a centerline which is more particularly described as follows:

PARCEL 1 - Owned by Shelby Development Corporation

From the southwest corner of Lot 2 of the Jessica-Ingram Survey as recorded in Map Volume 3, Page 54, in the Office of the Judge of Probate of Shelby County, Alabama, run thence in a northerly direction along the west line of said Lot 2 and Lot 4 of said Jessica Ingram property to the northwest corner of Lot 4; thence turn an angle to the left of 152°-53'-40" and run in a southwesterly direction for a distance of 116.51 feet; thence turn an angle to the right of 151°-05'-20" and run in a northerly direction for a distance of 182.35 feet; thence turn an angle to the right of 3°-53'-00" and run in a northerly direction for a distance of 250.95 feet; turn an angle to the left of 106°-36'-00" and run 85 feet, more or less, to the west right-of-way line of Brook Highland Drive, the point of beginning of the centerline of the right-of-way herein described; turn an angle to the left of 180° and run 85 feet, more or less; turn an angle to the right of 106°-36'-00" and run in a southerly direction for a distance of 250.95 feet; thence turn an angle to the left of 3°-53'-00" and run in a southerly direction for a distance of 182.35 feet; thence turn an angle to the right of 1°-27'-50" and run in a southerly direction for a distance of 229 feet, more or less, to the north line of the Northwest Quarter of the Southeast Quarter of said Section 31, as shown on a map attached hereto.

Description of a parcel of land to be used for a sanitary sewer easement, said parcel being in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; said parcel being 20 feet in width and lying 10 feet to either side of a centerline which is more particularly described as follows:

From the southwest corner of Lot 2 of the Jessica Ingram Survey as recorded in Map Volume 3, Page 54, in the Office of the Judge of Probate of Shelby County, Alabama, run thence in a northerly direction along the west line of said Lot 2 and Lot 4 of said Jessica Ingram property to the northwest corner of Lot 4; thence turn an angle to the left of 152° 53' 40" and run in a southwesterly direction for a distance of 116.51 feet; thence turn an angle to the right of 151° 05' 20" and run in a northerly direction for a distance of 182.35 feet; thence turn an angle to the right of 3° 53' 00" and run in a northerly direction for a distance of 250.95 feet; turn an angle to the left of 91° 30' and run in a Westerly direction for a distance of 83.81 feet; thence turn an angle to the right of 89° 50' and run in a Northerly direction for a distance of 221.10 feet; thence turn an angle to the left of 7° 12' 30" and run in a Northwesterly direction for a distance of 214.85 feet; thence turn an angle to the left of 2° 23' 10" and run in a Northwesterly direction for a distance of 234.08 feet; thence turn an angle to the right of 9° 46' 55" and run in a Northeasterly direction for a distance of 128.95 feet; thence turn an angle to the left of 32° 57' 30" and run in a Northwesterly direction for a distance of 125.00 feet; thence turn an angle to the right of 9° 30' and run in a Northwesterly direction for a distance of 190.00 feet; thence turn an angle to the right of 34° 00' and run in a Northwesterly direction for a distance of 105.00 feet; thence turn an angle to the left of 90° 00' and run in a Northwesterly direction for a distance of 540.00 feet to end of easement.

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

1986 DEC 31 PM 3:12

JUDGE OF PROBATE

Due TAX. 50
Rec 25.00
Just 1.00
26.50