

2621

STATE OF ALABAMA )

SHELBY COUNTY )

SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT is made and entered into as of this 31st day of DECEMBER, 1986, by and between DANTRACT, INC., 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:

- (1) 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
- (11) rights of ingress and egress over, across, through and upon the Easement Property for maintaining and repairing the Sewer Lines.

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(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.

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

DANTRACT, INC.,  
an Alabama corporation

By: Charles A. Daniel  
Its: President

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

By: Richard D. Fuller  
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 DANTRACT, 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 31 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 E. J. D. WATER REMEDIATORS, 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"

DANTRACT, INC.

That part of the South 1/2 of Section 31, Township 18 South, Range 1 West lying North of U. S. Highway 280 and West of Shelby County Highway No. 495, EXCEPT THE FOLLOWING PARCELS:

The North 165 feet of the NW 1/4 of NW 1/4 of SW 1/4, Section 31, Township 18 South, Range 1 West; also except

Lots 1 and 2 according to the Survey of The Meadows-Business Center, First Sector, as recorded in Map Book 8 Pages 115 A & B in the Probate Office of Shelby County, Alabama; also except

From the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 31, Township 18 South, Range 1 West, run thence in an easterly direction along the North line of said quarter-quarter section for a distance of 389.72 feet to the point of beginning of the parcel herein excepted; thence continue in an easterly direction along the North line of said quarter-quarter section for a distance of 347.77 feet; thence turn an angle to the right of 153 deg. 41 min. 26 sec. and run in a southwesterly direction for a distance of 286.75 feet to the beginning of a curve to the right, said curve to the right having a radius of 25 feet, a central angle of 90 deg. and being concave northward; thence run in a westerly to northwesterly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in a northwesterly direction tangent to said curve for a distance of 129.14 feet to the point of beginning; also except

Commence at a concrete monument found at the center of Section 31, Township 18 South, Range 1 West, as per plat of survey of K. B. Weygand Alabama Registration Number 11768, dated 25 February 1982; run thence South 89 deg. 12 min. 24 sec. East for 848.96 feet to the point of beginning; continue South 89 deg. 12 min. 24 sec. East for 436.00 feet to the West right of way of Shelby County Highway Number 495; run thence South 0 deg. 22 min. 05 sec. East along said west right of way for 200.0 feet; run thence North 89 deg. 12 min. 24 sec. West for 436.0 feet; run thence North 0 deg. 22 min. 05 sec. West for 200 feet to the point of beginning. Said land being in Section 31, Township 18 South, Range 1 West; also except

That part of the North 165 feet of the NE 1/4 of NW 1/4 of SW 1/4 of Section 31, Township 18 South, Range 1 West not included in Lot 2 according to a survey of The Meadows-Business Center, First Sector recorded in Map Book 8 Pages 115 A & B in the Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.

DANTRACT, INC.  
EXHIBIT "B"

Begin at the north line of the Northwest Quarter of the Southeast Quarter of said Section 31 and continue along the last described course above for a distance of 144.5 feet; thence turn an angle to the right of 8°-08'-05" and run in a southerly direction for a distance of 315.71 feet; thence turn an angle to the left of 99°-32'-15" and run in a southeasterly direction for a distance of 247.65 feet; thence turn an angle to the right of 38°-19'-25" and run in a southeasterly direction for a distance of 361.96 feet; thence turn an angle to the right of 5°-23'-15" and run in a southeasterly direction for a distance of 532.32 feet; thence turn an angle to the left of 3°-50'-55" and run in a southeasterly direction for a distance of 428.78 feet to the end of the centerline herein described.

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

1986 DEC 31 PM 3:10

*Thomas H. Henderson, Jr.*  
JUDGE OF PROBATE

*Deed Tax .50*  
*Rec 20.00*  
*Jud 1.00*  
*21.50*