



STATE OF ALABAMA )

SHELBY COUNTY )

**SEWER EASEMENT**

This Easement made as of this 26 day of Oct, 1990 by and among Valleydale Village Properties, an Alabama general partnership (the "Grantor"), Shelby County, (the "Grantee"), and Protective Life Insurance Company, a corporation (the "First Mortgagee").

**WITNESSETH:**

WHEREAS, the Grantor is the owner of that certain real estate situated in Shelby County, Alabama described in Exhibit "A" which is attached hereto and incorporated herein by reference ("Premises"); and

WHEREAS, the Grantee in consideration of the dedication of this easement for the benefit of the Grantee hereby agrees to maintain and repair and provide the upkeep for the Easement described in Exhibit "B" which is attached hereto and incorporated herein by reference ("Easement"); and

WHEREAS, the Grantor is willing to grant to the Grantee the Easement over portions of the Premises in accordance with the terms and provisions hereinafter set forth; and

WHEREAS, the First Mortgagee is willing to subordinate its mortgage liens on the Premises to the Easement being herein granted.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, the Grantee and the First Mortgagee covenant and agree for themselves, their successors and assigns as follows:

1. **GRANT OF SEWER EASEMENT.** The Grantor does hereby grant, bargain, sell and convey unto the Grantee an Easement and right-of-way for sanitary sewers over, under, through and across the Premises situated, lying and being in Shelby County, Alabama, as set forth on Exhibit "B", said Easement being described on Exhibit "B". The Easement consists of a fifteen (15) foot wide sanitary sewer easement on which the sewer main lines run from the boundary of the Premises to a sewer pumping station. Also granted in the Easement are the rights of ingress and egress from and to the sewer pumping station along the fifteen (15) foot wide Easement for the sole purpose of constructing, maintaining and repairing the same.

In conjunction with the Easement, the Grantee shall have all rights and privileges necessary or convenient for the reasonable use and enjoyment thereof, including the right to enter upon the above-described Easement and the Premises for the purpose of constructing, maintaining, and repairing

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*Give to Myra*

the sewers. Any damage occasioned to the Premises by the Grantee shall be repaired or replaced, as the case may be, at the sole cost and expense of Grantee.

TO HAVE AND TO HOLD, the Easement and right-of-way unto the Grantee, its successors and assigns forever.

As part of the consideration for this Easement, the Grantee, for itself and its successors and assigns, does hereby agree as follows:

(a) The Grantee shall indemnify and save harmless the Grantor from any claims, damages or expenses resulting from the construction, maintenance, operation, repair, removal or replacement of said sewers; and

(b) The Grantor does reserve the right to build roads, roadways and parking lots over said right-of-way and does further reserve the right to add fill dirt and other landscaping materials over the right-of-way and any sewers constructed therein provided the same does not unreasonably interfere with the Easement; and

(c) The Grantor, its successors, and such other parties to whom Grantor may also grant easements, shall have the right to connect to the sewer system and to utilize the same at all times in common with the Grantee without any payment to the Grantee for any connection or tap fee.

2. The Easement granted herein shall be considered an easement, restriction and covenant running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns including without limitation, all subsequent owners and mortgagees of the Premises and all persons claiming under them.

3. TERM. The term of this Easement shall be perpetual.

4. MORTGAGEE'S CONSENT. As evidenced by its signature hereunder, the First Mortgagee hereby subordinates its mortgages and respective mortgage liens on the Premises to the Easement granted herein.

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the day and year first set forth above.

GRANTOR:

VALLEYDALE VILLAGE PROPERTIES  
an Alabama General Partnership

By:   
SAM W. BENNETT  
Its General Partner

MARIE INVESTMENT COMPANY, an Alabama  
General Partnership  
Its General Partner

By: [Signature]  
Its: General Partner

STONEWALL CORPORATION  
Its General Partner

By: [Signature]  
Its: reas.

BY: [Signature]  
F. DON SIEGAL  
Its General Partner

By: [Signature]  
STANLEY T. SIEGAL  
Its General Partner

By: [Signature]  
M. J. PERLMAN  
Its General Partner

By: [Signature]  
BEN PERLMAN  
Its General Partner

By: [Signature]  
MILTON DOMIT  
Its General Partner

By: [Signature]  
EDDIE LEITMAN  
Its General Partner

By: [Signature]  
JERRY LEITMAN  
Its General Partner

By: [Signature]  
ROBERT M. FIERMAN  
Its General Partner

By: Alan M. Siegal  
ALAN M. SIEGAL  
Its General Partner

GRANTEE:

SHELBY COUNTY

ATTEST: Myra B. Marco By: W. Paul Guy  
Its: Chairman

PROTECTIVE LIFE INSURANCE COMPANY

ATTEST: Robert F. Bennett By: William III  
ASSISTANT SECRETARY Its: Treasurer

STATE OF ALABAMA )

Jeff. COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sam W. Bennett, whose name as General Partner of Valleydale Village Properties, an Alabama general partnership, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddie B. Belcher  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

Jeff. COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. D. Rawls, whose name as Partner of Marie Investment Company, an Alabama general partnership, whose name as General Partner of Valley Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddie B. Balch  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

Jeff. COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ben Carlson, whose name as Treas. of Stonewall Corporation, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddie B. Balch  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that F. Don Siegal, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1990.

Bonnie H. McNamee  
Notary Public

My Commission Expires: 7-31-93

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Stanley T. Siegal, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1990.

Bonnie H. McNamee  
Notary Public

My Commission Expires: 7-31-93

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STATE OF ALABAMA )

Jeff COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that M. J. Perlman, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddie B. Belcher  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

Jeff COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ben Perlman, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddie B. Belcher  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

Jeff. COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Milton Domit, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26th day of October, 1990.

Eddi B. Belcher  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Leitman, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1990.

Bonnie H. McNamee  
Notary Public

My Commission Expires: 7-31-93

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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 Jerry D. Leitman, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1990.

Bonell N. McNair  
Notary Public

My Commission Expires: 7-31-93

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert M. Fierman, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 26<sup>th</sup> day of October, 1990.

Eddie B. Belcher  
Notary Public

My Commission Expires: 2/5/91

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alan M. Siegal, whose name as General Partner of Valleydale Village Properties, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of October, 1990.

Betty Jean Tillis  
Notary Public

My Commission Expires: 1-15-92

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Paul Hager, whose name as Chairman of Shelby County, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of March, 1990.

Connie P. Davis  
Notary Public

My Commission Expires: 12-17-94

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STATE OF ALABAMA     )  
                                  )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. S. Williams, III whose name as Treasurer of Protective Life Insurance Company, an Alabama corporation, is signed to the foregoing Sewer Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Treasurer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 14 day of November, 1990.

Norma P. Mahan  
Notary Public

My commission expires: MY COMMISSION EXPIRES 5-18-92

(NOTARIAL SEAL)

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**EXHIBIT "A"**

Part of the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the N.E. Corner of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West; Thence run West along the North line of said 1/4-1/4 Section line a distance of 26.25 feet to the Point of beginning; Thence continue along said North line a distance of 336.75 feet; Thence turn right 89°-14'-15" and run North a distance of 360.0 feet; Thence turn left 89°-14'-15" and run West a distance of 608.74 feet; Thence turn left 131°-35' and run Southeasterly 440.25 feet; Thence turn right 90°-00' and run Southwesterly 80.00 feet; Thence turn left 90°-00' and run 437.11 feet to the Northwestern right-of-way line of a public road, said right-of-way line being in a curve to the left (Having a radius of 2833.72 feet and an interior angle of 6°-04'-18"); Thence turn left 82°-11'-40" the tangent of said curve and run Northeasterly along said right-of-way line an arc distance of 300.29 feet; Thence from the Tangent of said curve turn left 90° and run Northwesterly a distance of 10.0 feet; Thence turn right 90°-00' and run Northeasterly along said right-of-way line a distance of 252.60 feet to the point of beginning. Containing 6.77 acres, more or less.

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**EXHIBIT "B"**

A part of the SW 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2W, Shelby County, Alabama commence at the NE corner of said 1/4-1/4 section, thence Westerly along the North line thereof a distance of 363.00'; thence angle right 89° 14' 15" for a distance of 79.54'; thence angle left 90° 0' for a distance of 251.04' to the Point of Beginning; thence angle right 158° 50' 38" for a distance of 28.50'; thence angle right 25° 33' 50" for a distance of 44.95'; thence angle right 39° 20' 40" for a distance of 210.02'; thence angle left 036° 55" for a distance of 197.08' to the Northwesternly Rights of Way of Valleydale Road; and the Point of Ending of said Easement. Said Easement being 7.5 left and 7.5 right of described line.

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

91 MAR 11 PM 2:27

*William F. Jennings*  
JUDGE OF PROBATE