

1889

This instrument prepared by: W. Benjamin Johnson,  
3000 SouthTrust Tower, Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, Metropolitan Life Insurance Company, a New York Corporation, doing business as INVERNESS whose address is P. O. Box 43248, Birmingham, Alabama (herein referred to as Grantor) for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other considerations received from the City of Hoover, Alabama, an Alabama Municipal Corporation (herein referred to as Grantee), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements of the Grantee hereinafter set forth, does hereby grant and convey to Grantee, upon the conditions and subject to the limitations hereinafter set forth, an easement in, through, under, and upon those portions of those certain tracts located in Shelby County, Alabama, which are more particularly described on the Exhibit "A", attached hereto and made a part hereof, said Easement is to be utilized for the purpose of installing, using, maintaining, and repairing underground sanitary sewer pipes and/or collection facilities consisting of gravity lines, force mains, equipment, and other appurtenances for the purpose of collecting and transmitting sanitary sewer under and through the easement land, together with the right to keep the pipes and other appurtenances free of any obstructions which would interfere with the use, maintenance, or operation of such pipes and appurtenances.

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through Grantor, as the case may be, the unrestricted use of the easement land, subject only to the rights of the Grantee as herein set forth. Grantor, itself, its heirs, legal representatives, successors, assigns, tenants, and others claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successor and assigns.

The Easement is granted upon the express condition that the Grantee shall, and the Grantee by the acceptance of the grant hereby does, covenant and agree with Grantor as follows:

1. Grantee, its successors, assigns, agents, servants, and employees shall have the right and authority to enter upon the easement land for the purpose of repairing, replacing, and maintaining said sanitary sewer and/or collection facilities; provided, however, that Grantee shall and hereby agrees that it will, at its sole expense, promptly restore the easement land to as near to the original condition as possible after any such repair, replacement, or maintenance of said sanitary sewer and/or collection facilities.

2. Grantee shall be responsible for repair and maintenance of all sanitary sewers and lift stations.

3. Notwithstanding anything hereinabove contained to the contrary, it is expressly understood and agreed by Grantor and Grantee that (i) the Easement is valid, binding, and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, sanitary sewer and/or collection system within the easement land and (ii) the Grantor and its successors and assigns and others claiming under or through Grantor, and Grantor's agents, guests, and invitees, shall be permitted to use the easement land for all purposes which are not inconsistent or cause interference with said sanitary sewer and/or collection system, including without limitation, a paved parking area or road right of way and/or installation of other utilities.

4. Mineral and mining rights not owned by the Grantor are not included, and this conveyance is subject to all other restrictions and limitations of record.

5. Grantee shall, upon the giving of written notice by Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, move and relocate any or all or any part of its pipes and/or collection facilities on the easement land to another location; provided, however, that Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, shall reimburse Grantee for any costs or expense incurred by Grantee in such relocation, including any costs or expense of acquiring replacement easement land should the new location not be on the easement land described herein. Unless Grantee requests that Grantor perform the relocation, Grantee agrees to commence relocation within ninety (90) days after the date of the giving of such written notice and to complete all work involved in such relocation within one hundred eighty (180) days of said date.

6. In the event Grantee removes its facilities from the easement land or no longer requires the use of all or any part of the easement herein granted, Grantee, upon written request of Grantor, shall execute a written instrument in recordable form releasing the Easement or such rights herein granted or such part hereof which Grantee no longer requires.

7. Grantor shall have the right at any time, or from time to time, without the consent or approval of Grantee, to dedicate all or any portion of the easement land for purposes of a public road right of way, subject to Grantee's rights to repair, replace, and maintain its sanitary sewer and/or collection facilities within the proposed public road right of way.

8. It is further understood that the easement as described on Exhibit "A" is a fifteen (15) foot wide permanent easement and a ten (10) foot wide temporary easement for construction purposes. Grantee shall have the right of ingress and egress to said easement land by way of paved roadways, paved areas, or construction roadways across lands owned by Metropolitan Life Insurance Company which lie adjacent to said easement land. Grantee shall be responsible for any damage done in using the area outside the easement land for ingress and egress to said easement land.

This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the 23<sup>rd</sup> day of August, 1991.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

BY:

ITS: Assistant Vice President

ATTEST:

BY:

ITS: Assistant Secretary

STATE OF GEORGIA )

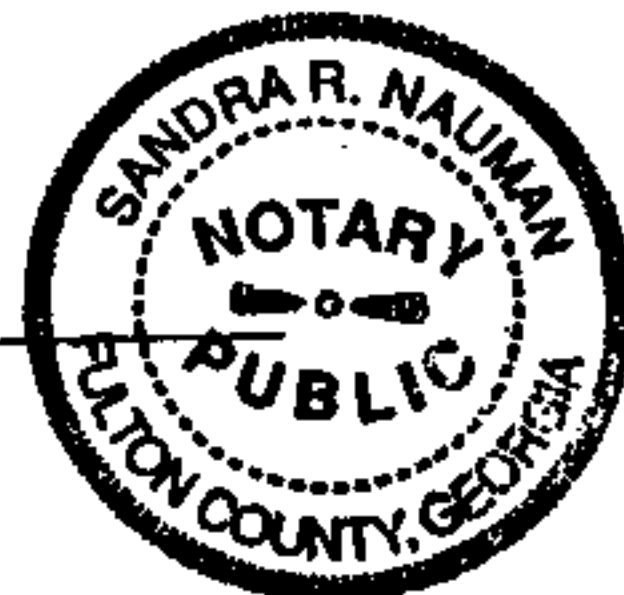
COUNTY OF De Kalb )

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Robert P. Edwards, whose name as Assistant Vice President of Metropolitan Life Insurance Company, a New York corporation, 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 the 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 and official seal this 23<sup>rd</sup> day of August, 1991.

Sandra R. Nauman  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Notary Public, Georgia, State At Large.  
My Commission Expires Jan. 29, 1994

BOOK 365 PAGE 874



SOUTHEAST CORNER  
SW 1/4 - SE 1/4  
SEC. 2, T 19 S.,

(10' TEMPORARY EASEMENT)  
Commence at the southeast corner of the southwest one-quarter of the southeast one-quarter at the southeast corner of Section 2, Township 19 South, Range 2 West; thence run in a one-quarter of Section 2, Township 19 South, Range 2 West; thence run in a westerly direction along the south line of the southwest one-quarter of the southeast one-quarter for a distance of 400.00 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a northerly direction for a distance of 15.00 feet to the point of beginning, from the point of beginning thus obtained continue along the last described course in a northerly direction for a distance of 10.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a westerly direction parallel with the south line of the southwest one-quarter of the southeast one-quarter for a distance of 879.44 feet to a point on the southeast line of Selkirk Subdivision as recorded in Map Book 6, Page 163, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 28 degrees 33 minutes 37 seconds and run in a southwesterly along the southeast line of Selkirk Subdivision for a distance of 20.91 feet; thence turn an angle to the left of 151 degrees 25 minutes 23 seconds and run in an easterly direction parallel with the south line of the southwest one-quarter southeast one-quarter for a distance of 897.81 feet to the point of beginning.

(15' PERMANENT EASEMENT)  
Commence at the southeast corner of the southwest one-quarter of the southeast one-quarter of Section 2, Township 19 South, Range 2 West; thence run in a westerly direction along the south line of the southwest one-quarter of the southeast one-quarter for a distance of 400.00 feet to the point of beginning; thence continue along the last described course for a distance of 925.37 feet to the southwest corner of the southwest one-quarter of the southeast one-quarter; thence turn an angle to the right of 151 degrees 26 minutes 23 seconds and run in a northeasterly direction along the southeast line of Selkirk Subdivision as recorded in Map Book 6, Page 163, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 31.38 feet; thence turn an angle to the right of 28 degrees 33 minutes 37 seconds and run in an easterly direction parallel with the south line of the southwest one-quarter southeast one-quarter for a distance of 897.81 feet; thence turn an angle to the right of 90 degrees 00 minutes and run in a southerly direction for a distance of 15.00 feet to the point of beginning.

1. Dead Tax	
2. Mfg. Tax	12.50
3. Recording Fee	3.00
4. Indexing Fee	
5. Map Tax Fee	1.00
6. Certified Fee	
Total	17.00

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