

STATE OF ALABAMA     )

COUNTY OF SHELBY     )

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, Metropolitan Life Insurance Company, a New York Corporation, doing business as Inverness, whose address is Post Office 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, an Alabama Municipal Corporation, (herein referred to as the 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 and 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 successors 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:

Inst # 1998-24499

07/01/1998-24499  
08:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 NCD 21.50

Inst # 1998-24499

1. Grantee, its successors, assigns, 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 expenses 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 for 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 Twenty (20) foot wide permanent easement. 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 hands and seals on the 25<sup>th</sup> day of February, 1997.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

By:  A/P

Its: Vice President

ATTEST:

By: 

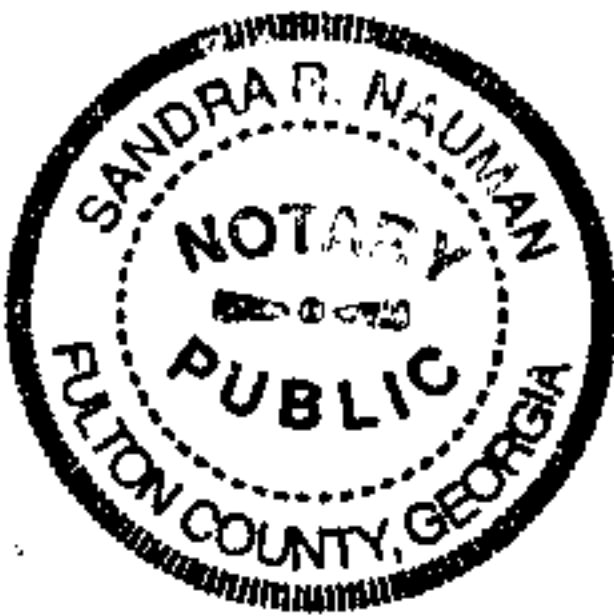
Its: Assistant Secretary

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 R. Marek, whose name as 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 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 and official seal this 25<sup>th</sup> day of February, 1997.



Sandra R. Nauman  
Notary Public

My commission expires: 1-12-98  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 12, 1998

EXHIBIT "A"

LEGAL DESCRIPTION OF A 20-FOOT WIDE SANITARY SEWER EASEMENT  
FROM METROPOLITAN LIFE INSURANCE COMPANY  
TO THE CITY OF HOOVER

Situated in the Southwest 1/4 of the Southeast 1/4  
Section 35, Township 18 South, Range 2 West  
And  
Section 2, Township 19 South, Range 2 West  
Shelby County, Alabama

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and sighting North along the West line of same, turn an angle right of  $26^{\circ}51'19''$  and run in a Northeasterly direction along the existing Inverness property line 207.35 feet; thence a deflection angle right of  $90^{\circ}00'00''$  and run to the right in a Southeasterly direction 9.00 feet to the center of the existing New Road sanitary lift station, said point being the POINT OF BEGINNING of herein described 20-foot sanitary sewer easement, said easement lying 10 foot each side of the following described centerline:

From the POINT OF BEGINNING thus obtained, turn a deflection angle right of  $69^{\circ}17'26''$  and run to the right in a Southwesterly direction 43.07 feet to a point; thence a deflection angle right of  $19^{\circ}05'51''$  and run to the right in a Southwesterly direction 291.39 feet to a point; thence a deflection angle right of  $31^{\circ}36'15''$  and run to the right in a Southwesterly direction 162.87 feet to a point; thence a deflection angle left of  $4^{\circ}59'27''$  and run to the left in a Southwesterly direction 251.14 feet to a point; thence a deflection angle right of  $18^{\circ}53'46''$  and run to the right in a Southwesterly direction 105.55 feet to the END of herein described easement, less and except the following, being situated in Inverness Point Homeowners' Association Common Area "H".

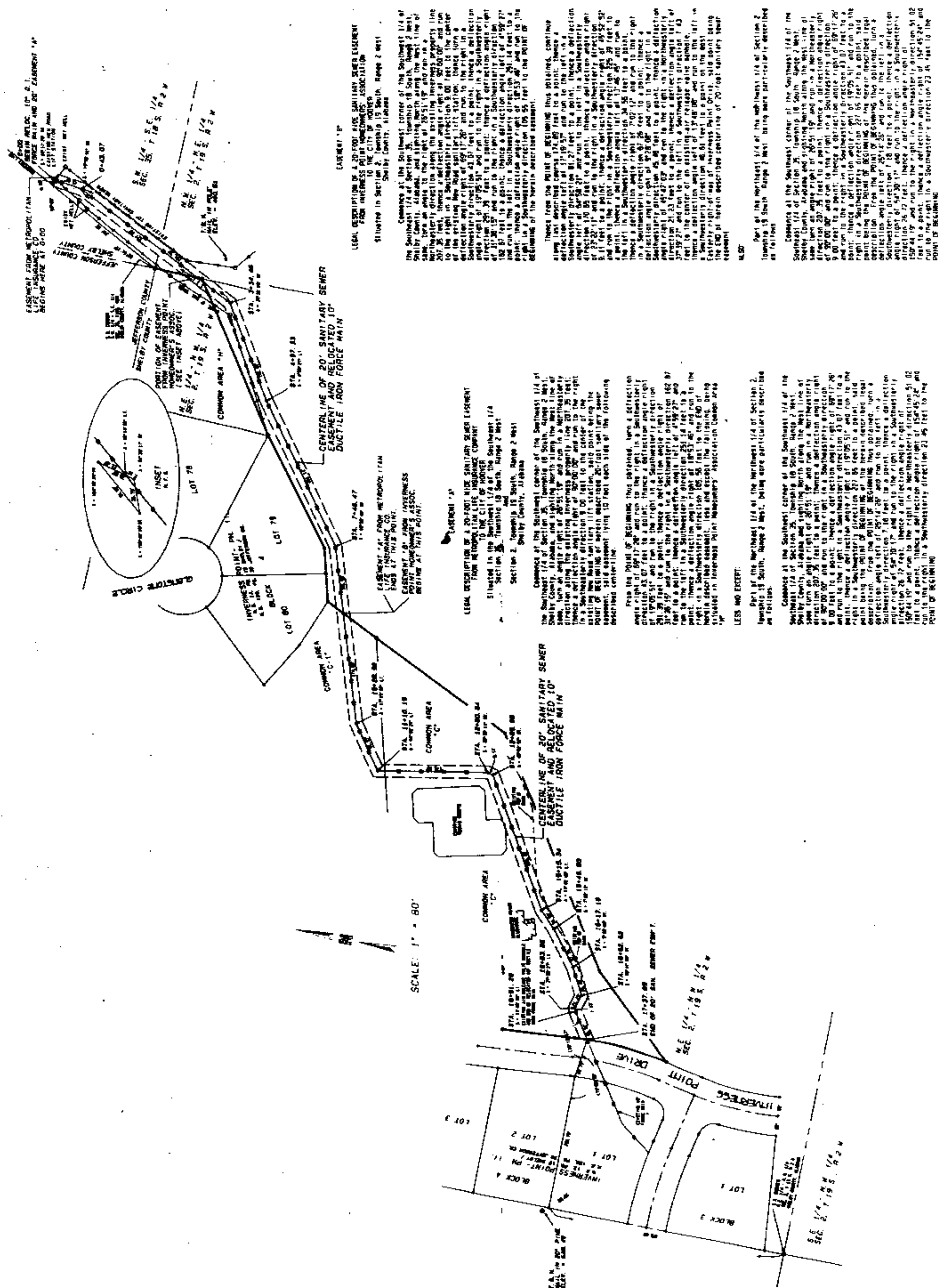
LESS AND EXCEPT:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 2, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama and sighting North along the West line of same turn an angle right of  $26^{\circ}51'19''$  and run in a Northeasterly direction 207.35 feet to a point; thence a deflection angle right of  $90^{\circ}00'00''$  and run to the right in a Southeasterly direction 9.00 feet to a point; thence a deflection angle right of  $69^{\circ}17'26''$  and run to the right in a Southeasterly direction 43.07 feet to a point; thence a deflection angle right of  $19^{\circ}05'51''$  and run to the right in a Southwesterly direction 227.65 feet to a point, said point being the POINT OF BEGINNING of the herein described legal description. From the POINT OF BEGINNING thus obtained, turn a deflection angle left of  $25^{\circ}14'26''$  and run to the left in a Southwesterly direction 7.18 feet to a point; thence a deflection angle right of  $54^{\circ}30'17''$  and run to the right in a Southwesterly direction 26.72 feet; thence a deflection angle right of  $150^{\circ}44'19''$  and run to the right in a Northeasterly direction 51.02 feet to a point; thence a deflection angle right of  $154^{\circ}45'24''$  and run to the right in a Southwesterly direction 23.45 feet to the POINT OF BEGINNING.



07/01/1998-24499  
08:22 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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P A R A G O N  
ENGINEERING INC  
SUITE 200  
2320 HIGHLAND AVENUE SOUTH  
BIRMINGHAM, ALABAMA 35205  
(205) 938-1115



ALABAMA  
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AND  
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