

(STATE OF ALABAMA)

(COUNTY OF SHELBY)

EASEMENT

Inst # 1999-29881  
07/16/1999-29881  
11:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MMS 21.00

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 Shelby County Board of Education (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 an underground water pipe transmitting water 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 the 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 water line; 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 water line.
2. Grantee shall be responsible for repair and maintenance of the water line.
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, a water line 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 water line, 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 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 pipe 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 water line within the proposed public road right of way.

8. It is further understood that the easement as described on Exhibit "A" is a ten (10) 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 or 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 THEREOF, the parties hereto have set their hand and seals on the 7th day of June, 19 99.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

BY:

Robert H. Merck  
ITS: Vice President

ATTEST:

BY:

Paul Hammer  
ITS: Assistant Secretary

(STATE OF GEORGIA)

(COUNTY OF FULTON)

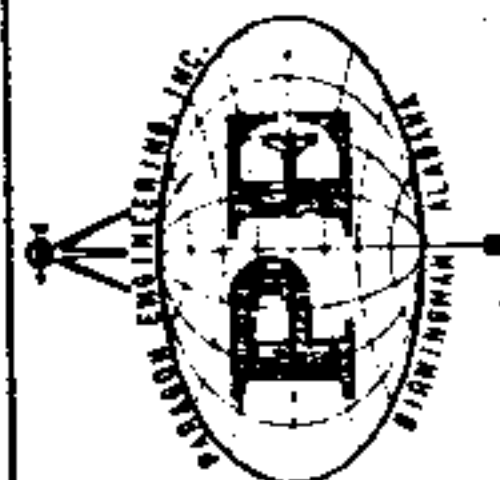
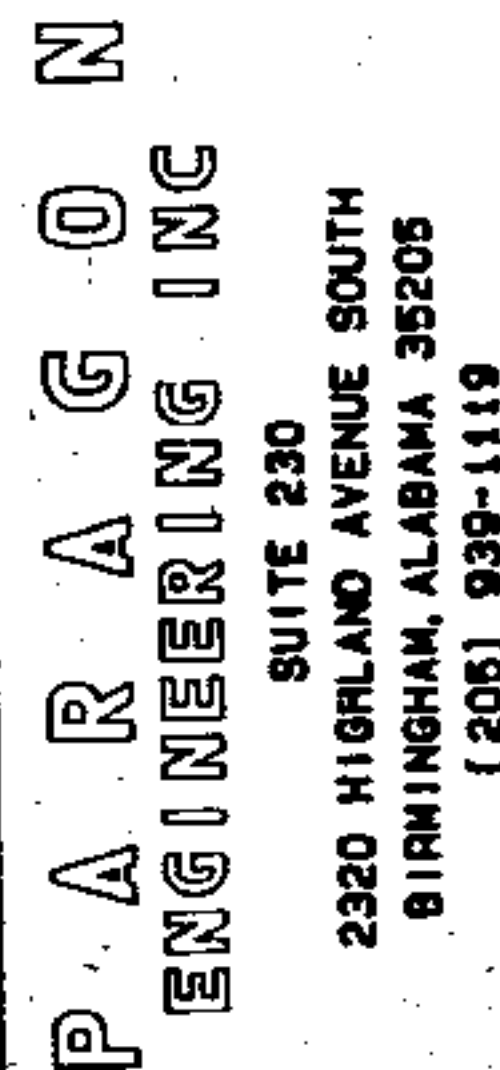
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Robert R. Merck, whose name as Vice President of Metropolitan Life Insurance Company, a New York corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 7<sup>th</sup> day of June, 1999.

Kathleen D. Coady  
NOTARY PUBLIC

My Commission Expires: Notary Public, DeKalb County, Georgia  
My Commission Expires March 15, 2003



[illegible]

MAP & LEGAL DESCRIPTION	ACRES	OWNER	REMARKS
1/4 SECTION 36, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 35, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 34, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 33, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 32, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 31, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 30, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 29, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 28, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 27, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 26, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 25, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 24, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 23, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 22, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 21, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 20, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 19, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 18, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 17, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 16, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 15, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 14, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 13, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 12, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 11, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 10, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 9, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 8, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 7, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 6, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 5, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 4, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 3, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 2, T12N, R10E, S1E	36.00	STATE OF TEXAS	
1/4 SECTION 1, T12N, R10E, S1E	36.00	STATE OF TEXAS	

OF A 10 FOOT EASEMENT  
FOR FIRE WATER

SITUATED IN THE S. E. 1/4 OF THE N. W. 1/4  
SECTION 1, T 19 S, R 2 W  
SHELBY COUNTY, ALABAMA

DRAWN		CHECKED	
DLW		DLW	
DATE            MARCH 2, 1999			
SCALE            1" = 50'			
F. B.    485		PAGE    48	
DISC:            D/C		FILE:            99015CS.W	
QUAD. NAME:		CANABA MTS.	
PROJECT NO:		899015	
SHEET NO:		1 OF 1	



LEGAL DESCRIPTION

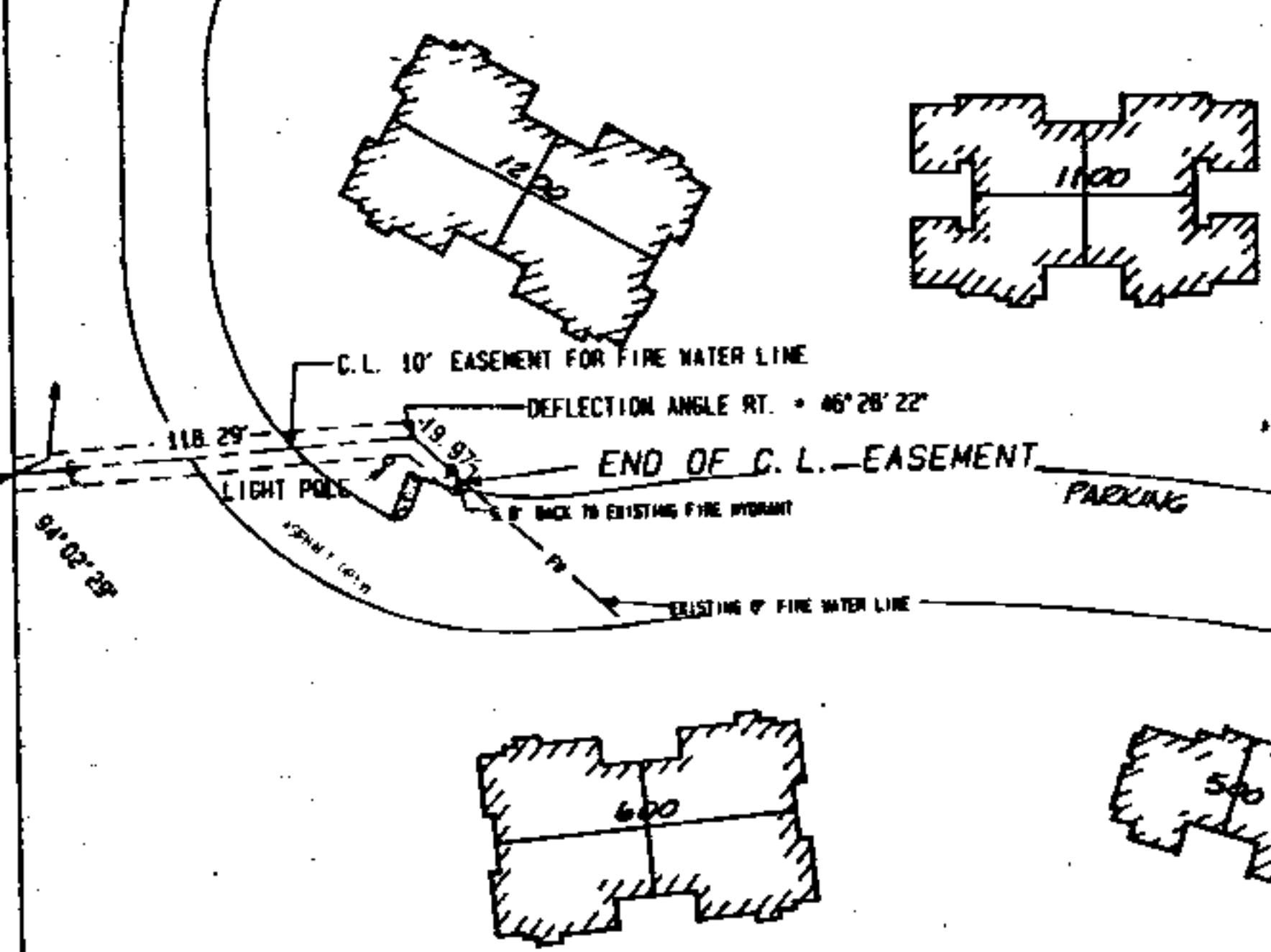
A 10 FOOT EASEMENT FOR FIRE WATER LINE-

Commence at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama and looking North along the East line of same, turn an angle left of 54°10'00" and run in a Northwesterly direction 120.70 feet to the Southeasterly corner of the Inverness Elementary School Tract; thence a deflection angle right of 0°15'20" and run in a Northwesterly direction along the Southwesterly property line of said Inverness Elementary School Tract 443.91 feet to the Point of Beginning of herein described 10 FOOT EASEMENT FOR FIRE WATER LINE, said easement lying 5.0' feet each side of the following described centerline; thence turn a deflection angle left of 94°02'29" and run in a Southwesterly direction 118.29 feet to an angle point; thence turn a deflection angle right of 46°28'22" and run in a Southwesterly direction 19.97 feet to the end of said centerline and easement.

SHELBY COUNTY BOARD OF EDUCATION  
INVERNESS ELEMENTARY SCHOOL

POINT OF BEGINNING  
& C. L. OF 10' EASEMENT

INVERNEG CLIFFG APARTMENTG / PHASE I



VALLEYDALE ROAD / GHELBY CO. NO. 17

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