

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 Daniel U.S. Properties Limited Partnership II, an Alabama limited partnership, (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, across, 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:

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.

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11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MMS 21.00

Inst # 1999-29882

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 10th day of June, 1997.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

By: 

Its: E/M MANAGER

ATTEST:

By: _____

Its: _____

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6166

FAX (205) 328-2252

An easement for sanitary sewer situated in the Southeast 1/4 of Section 36, Township 18, South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Lot 2C, a Resurvey of Lot 2B, A Resurvey of Lot 2, Meadow Brook Corporate Park - Phase I as recorded in Map Book 17, Page 44, in the office of the Judge of Probate of Shelby County, Alabama and run North along the West line of said lot a distance of 195.70 feet to a point; thence $173^{\circ}07'18''$ to the left in a Southwesterly direction a distance of 149.46 feet to a point; thence $18^{\circ}57'19''$ to the left in a Southeasterly direction a distance of 85.55 feet to a point; thence $167^{\circ}55'23''$ to the left in a Northerly direction a distance of 36.34 feet to the POINT OF BEGINNING.

May 6, 1997

DESC570

MAY- 6-97 TUE 2:42 PM

WALTER SCHOEL ENGINEERING

FAX NO. 2053282252

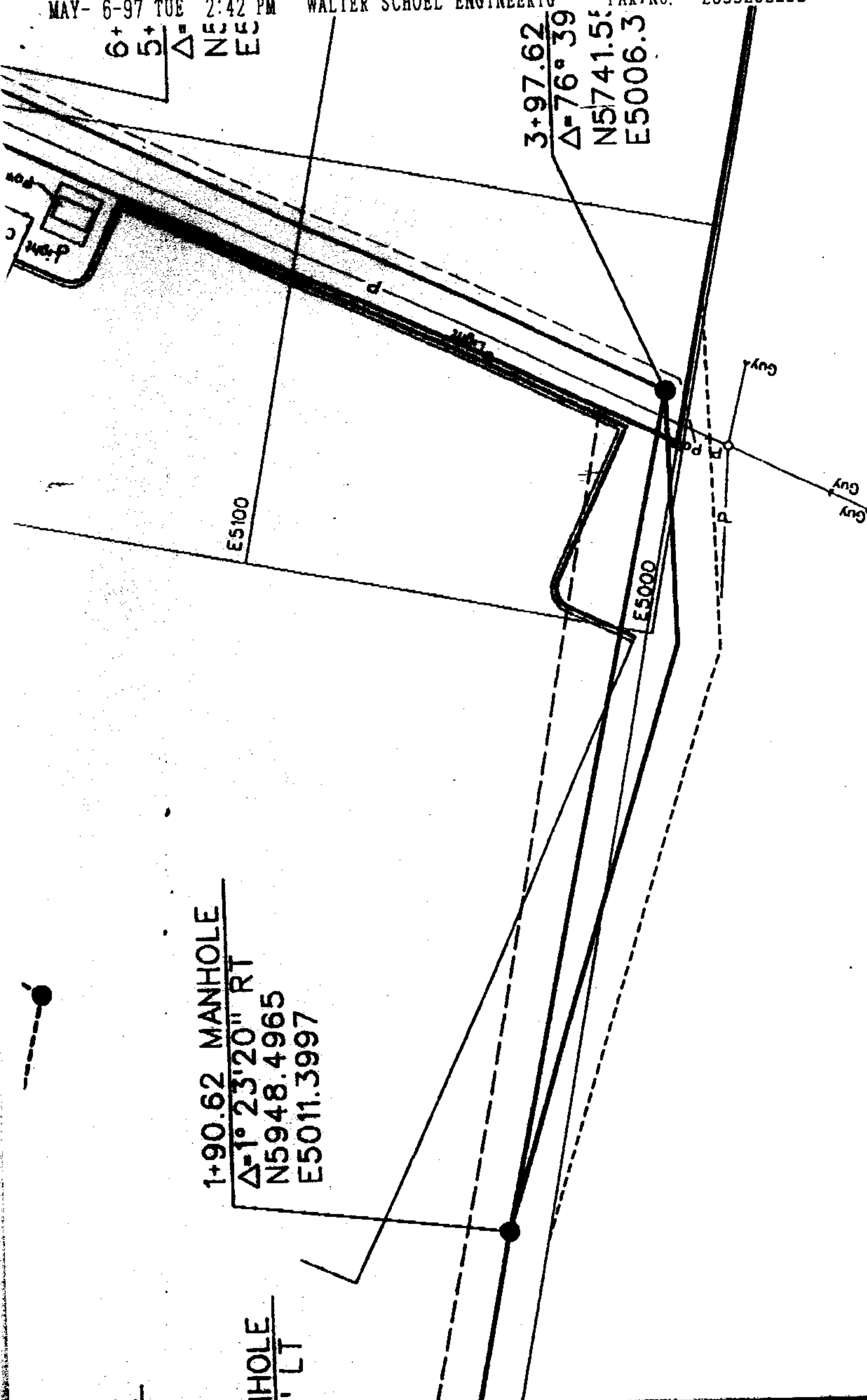
P. 3

6+5+ Δ= NE
E

3+97.62
Δ=76°39
N5741.5
E5006.3

1+90.62 MANHOLE
Δ=1°23'20" RT
N5948.4965
E5011.3997

MANHOLE
" LT



MAY 16 '97 10:13 TO-9911026

FROM-DANIEL CORPORATION

T-734 P.02/02 F-319

MAY 10 11:26 AM

MALDEN SCHOOL ENGINEERING

TRA NO.

2003707732

F 2

Petrotelik
Restaurant

PROPOSED
EASEMENT
LOCATING

1"=60'

Inst # 1999-29882

MetLife
Property

MetLife
Property

Pier 1
Harbor
Property

LOT D-2

Everness
Cannery

002.S.07/16/1999-29882

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