

STATE OF ALABAMA     )  
                                     :  
COUNTY OF SHELBY     )

**SANITARY SEWER LINE EASEMENT AGREEMENT**

THIS SANITARY SEWER LINE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 27<sup>th</sup> day of December, 2000 by and among MEADOW BROOK SOUTH 2500, L.L.C., a Delaware limited liability company ("Grantor"), in favor of SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama ("Grantee").

Inst # 2001-00004

**R E C I T A L S :**

Grantor is the owner of that certain real property (the "Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement over and upon the Easement Property for the purposes set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Subject to the provisions of Paragraphs 2 and 4 below, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the purposes of installing, erecting, replacing, relocating, maintaining and operating thereon underground sanitary sewer lines, pipes, conduits, drains, manholes, equipment, machinery and other apparatus and appurtenances (collectively, the "Sewer Lines").

2. The easement granted herein by Grantor to Grantee shall be utilized by Grantee solely for the purposes of installing, maintaining, operating, repairing and replacing underground Sewer Lines within the Easement Property; provided, however, that Grantee's installation and maintenance of above-ground or ground level manholes within the Easement Property shall not be deemed a violation of this Paragraph 2. In no event shall any above-ground improvements (other than above-ground or ground level manholes) be constructed, installed, placed, erected or maintained by Grantee on any of the Easement Property.

3. Subject to the provisions of Paragraph 4 below, the easement granted pursuant to Paragraph 1 above shall be and is a permanent, perpetual and non-exclusive easement which shall be a covenant running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, forever.

*Cedric Little*

4. Notwithstanding anything provided in this Agreement to the contrary, Grantor does hereby establish and reserve for itself and its successors and assigns, forever, a permanent and perpetual easement and right to construct, erect, maintain, install, place, replace and operate at any time and from time to time (a) above-ground roadways, walkways, paths, curbing, gutters, landscaping and other improvements (other than buildings or any other permanent, vertical structures) on any portion of the Easement Property and (b) underground utility lines, pipes, conduits, drains, equipment, machinery and other apparatus and appurtenances over, across, through, under or upon any and all portions of Easement Property.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

**MEADOW BROOK SOUTH 2500, L.L.C.,** a Delaware limited liability company

By: THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA, a New Jersey  
corporation, Its Operating Member

By: [Signature]  
Its: Vice President

Georgia  
STATE OF ~~ALABAMA~~ )  
DeKalb :  
COUNTY OF ~~SHELBY~~ )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Noyce W. Burt, whose name as Vice President of The Prudential Insurance Company of America, a New Jersey corporation, which is the Operating Member of MEADOW BROOK SOUTH 2500, L.L.C., a Delaware limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation, in its capacity as Operating Member of the aforesaid limited liability company.

Given under my hand and official seal, this the 27<sup>th</sup> day of December, 2000.

Nancy S. Kennel  
Notary Public  
My Commission Expires: May 9, 2004

This instrument prepared by and  
upon recording should be returned to:

Stephen R. Monk, Esq.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203

EXHIBIT A

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS  
1001 22ND STREET SOUTH  
BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6166

FAX (205) 328-2252

WWW.SCHOEL.COM

20' SANITARY SEWER EASEMENT

Being a part of Lot 11-F, Meadow Brook Corporate Park South Phase II, Resurvey No. 8, as recorded in Map Book, 25, Page 91 A & B in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of Lot 11-F, Meadow Brook Corporate Park South Phase II Resurvey No. 8, said point also being the Southwest corner of Lot 11-G; thence run North 0°00' East along the common property line of Lots 11-G and 11-F a distance of 10.00 feet to the POINT OF BEGINNING of a 20 foot Sanitary Sewer Easement being 10 feet either side of the following described centerline; thence North 90°00' West a distance of 496.40 feet to a point; thence North 45°00' West a distance of 60.38 feet to the POINT OF ENDING.

desc1204

Inst # 2001-00004

01/03/2001-00004  
08:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ1 17.50