

Permanent Easement Deed

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar(\$1.00) cash in hand paid by Shelby County, the receipt of which is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto said Shelby County, its successors and assigns, an easement for sanitary sewer purposes, said easement being 30 feet in width as now or thereafter located over, across or through the property of the undersigned which is described as follows:

Easement #5 (Meadow Brook South 2700, L.L.C.) SEE EXHIBIT A ATTACHED HERETO

A Sanitary Sewer Easement being a part of Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 on Page 91 A&B, in the office of the Judge of Probate of Shelby County, Alabama and being situated in the North ½ of the North ½ of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Southeast Corner of said Lot 11-H, said point being located on the Northwest Right-Of-Way Line of Alabama Highway No. 119 (Cahaba Valley Road) and run in a northeasterly direction along the Southeast line of said Lot 11-H and also along said Northwest Right-Of-Way Line of Alabama Highway No. 119 a distance of 188.26 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1847.32 feet and a central angle of 16°22'53"; thence in a northeasterly direction along said Southeast Line of Lot 11-H, along said Northwest Right-Of-Way Line of Alabama Highway No. 119, and along the arc of said curve a distance of 528.17 feet to the intersection with the Southwest Right-Of-Way Line of Corporate Drive, said point being the Northeast Corner of said Lot 11-H; thence 96°32'24" to the left (Angle Measured to Tangent) in a northwesterly direction along the Northeast Line of said Lot 11-H and along the Southwest Right-Of-Way Line of Corporate Drive a distance of 30.20 feet to a point on a curve to the right having a radius of 1817.32 feet and a central angle of 16°16'23"; thence 83°21'07" to the left (Angle Measured to Tangent) in a southwesterly direction along the arc of said curve, 30 feet from and parallel to said Southeast Line of Lot 11-H and said Northwest Right-Of-Way Line of Alabama Highway No. 119, a distance of 516.16 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a southwesterly direction, 30 feet from and parallel to said Southeast Line of Lot 11-H and said Northwest Right-Of-Way Line of Alabama Highway No. 119, a distance of 219.57 feet to a point on the South Line of said Lot 11-H; thence 136°13'30" to the left in an easterly direction along said South Line a Distance of 43.36 feet to the Point of Beginning.

Said easement contains 21,782.38 square feet.

Inst # 2001-13560

04/10/2001-13560
09:08 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB .00

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases Shelby County, Alabama, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

Shelby County agrees that during initial construction and periods of future utility maintenance when it is necessary to disturb the soil cover, Shelby county shall exercise appropriate Best Management Practices with regards to stormwater runoff and pollution control. Shelby County further agrees that following construction activities, the County shall replace landscaping disturbed by construction activities with like kind vegetation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on the 10th day of August, 2006.

MEADOW BROOK SOUTH 2700, L.L.C.

WITNESSES:

By: Daniel Realty Company, Its Member

Shirley E. Eli

Name: Daniel Equity Partner Limited Partnership, Its Managing Partner

Carol J. Williams

By: Daniel Equity Corporation I,
Its General Partner

By:  JACK R. PETERSON

Its: Senior Vice President

