

STATE OF ALABAMA
COUNTY OF SHELBY

STORM DRAINAGE EASEMENT

For and in consideration of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Town Builders, Inc., (hereinafter called GRANTOR"), does hereby GRANT, BARGAIN, SELL and CONVEY to EBSCO Development Company, Inc., its successors and assigns (hereinafter called "GRANTEE"), an easement for a storm sewer as described below, the location of which is described below, to construct, maintain, operate, repair, alter, replace and remove storm drainage facilities which include above and below ground pipe, inlets, junction boxes and other storm drainage appurtenances, all within the boundary of the easement described, under and upon the lands of GRANTOR in the County of Shelby, State of Alabama, to-wit:

A parcel of land situated in the SW ¼ of the NE ¼, Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the Southernmost corner of Lot 7-17, Block 7 of Mt Laurel - Phase IA as recorded in map book 27, page 72B in the office of the Probate Judge of Shelby County; thence run in a Northwesterly direction along the Southwestern boundary line of said lot 7-17 a distance of 54.00 feet to a point, said point being on a the common boundary line between Lot 7-17, Block 7, and Lot 7-16, Block 7 of said Mt Laurel - Phase IA; thence 90°00' to the right in a Northeasterly direction a distance of 3.50 feet to a point; thence 90°00' to the right in a Southeasterly direction a distance of 54.31 feet to a point on the Southeastern boundary line of said lot 7-17; thence 95°00'41" to the right in a Southwesterly direction a distance of 3.51 feet to the POINT OF BEGINNING.

Containing 190 square feet (0.004 acres) more or less.

GRANTEE shall have all of the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same, to the free right of ingress to and egress over and across said lands to and from said right-of-way and easement, the right to use all roads over and across said lands, and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with the use of said right-of-way.

The rights herein granted are non-exclusive and GRANTOR reserves and retains the right, for himself, his heirs, executors, administrators, successors, assigns and invitees, to travel across said easement and right-of-way and to use the premises, provided that such use shall not materially interfere with the use of the said easement and right-of-way by GRANTEE, its agents, employees or contractors.

GRANTEE shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD UNTO GRANTEE, its successors and assigns, as permitted and subject to the above, for so long as the rights and easements herein granted, or any one of them, shall be used by GRANTEE for the purpose of conveying storm drainage, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, replacing and removing the property of the GRANTEE. And the undersigned hereby binds himself, his heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular said premises unto GRANTEE, and its successors and assigns, against every person whomsoever lawfully claiming to claim the same or any part thereof.

IN TESTIMONY WHEREOF, the GRANTOR herein has executed this conveyance this

25th day of July, 2001.

GRANTOR:



Randy C. Greenhill
Vice President, Town Builders, Inc

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that Randy C Greenhill, whose name is signed to the foregoing Storm Drainage Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Storm Drainage Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 25th day of July, 2001.



Notary Public

My Commission Expires 8/24/2004

Inst # 2001-31202

07/26/2001-31202
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11:50
001 MSB