


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


20040102000001550 Pg 1/10 41.00
Shelby Cnty Judge of Probate, AL
01/02/2004 11:19:00 FILED/CERTIFIED

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 8th day of September, 2003 by **BARBARA M. TICKLE** (joined by her husband T. Charles Tickle) ("Tickle"), **ROY W. GILBERT, JR. AND WIFE, JUDITH L. GILBERT** ("Gilbert"), **GREYSTONE GOLF, LLC**, an Alabama limited liability company ("Golf LLC"), **DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP**, an Alabama limited partnership ("DOM"), and **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("GDC"), in favor of **SHELBY COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County").

R E C I T A L S:

Tickle, Gilbert, Golf LLC, DOM and GDC (hereinafter sometimes individually referred to as an "Owner" and collectively as the "Owners") are collectively the owners of that certain real property (the "Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A and incorporated herein by reference. Attached hereto as Exhibit B and incorporated herein by reference is a drawing reflecting the Easement Property which also identifies the approximate location of the Easement Property on the real property owned by each Owner.

The Owners desire to grant to the County an easement over, across, through, under and upon that portion of the Easement Property owned by each of them for the purposes of allowing the County to construct, install, operate, maintain, repair and replace from time to time thereon underground sanitary sewer lines, pipes, conduit and other related apparatus (collectively, the "Sewer Lines").

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners do hereby agree as follows:

1. **Grant of Easement to County.** Subject to the remaining terms and provisions of this Paragraph 1, the Owners do hereby jointly and severally grant to the County, its duly authorized employees, agents, contractors and invitees, a permanent, perpetual and non-exclusive easement over, across, through, under and upon each portion of the Easement Property owned by each of the Owners for the purposes of inspecting, constructing, installing, operating, maintaining, repairing and replacing thereon underground Sewer Lines. The Owners covenant and agree not to (a) erect any structures (other than drives or roadways) or elaborate landscaping, including trees, on the Easement Property, (b) do any act or things on the Easement Property which would unreasonably interfere with, damage or knowingly place at risk or pose a future risk to, the Sewer Lines, (c) interfere with the right of the County to enter upon the Easement Property at any time to exercise the easement rights granted herein or (d) grant any further easements, licenses or give permission for the location of any other water, sewer or other utilities within the Easement Property without first obtaining the prior written approval of the County, its successors and assigns. The County covenants and agrees to repair and replace with


Alabama Title, Inc.

substantially equivalent material any and all drives, roadways, paving, landscaping, plant life or other improvements of any nature which may be damaged or destroyed by the County in the exercise of any of the easement rights created by this Agreement and, with respect to landscaping to be replaced, such landscaping or vegetation shall be of a size, type and nature that its presence and/or root system will not create an unreasonable risk to the security of the Sewer Lines installed within said Easement Property; provided, however, that the County shall not be required to repair or replace any exotic, elaborate or unduly expensive landscaping materials or plants.

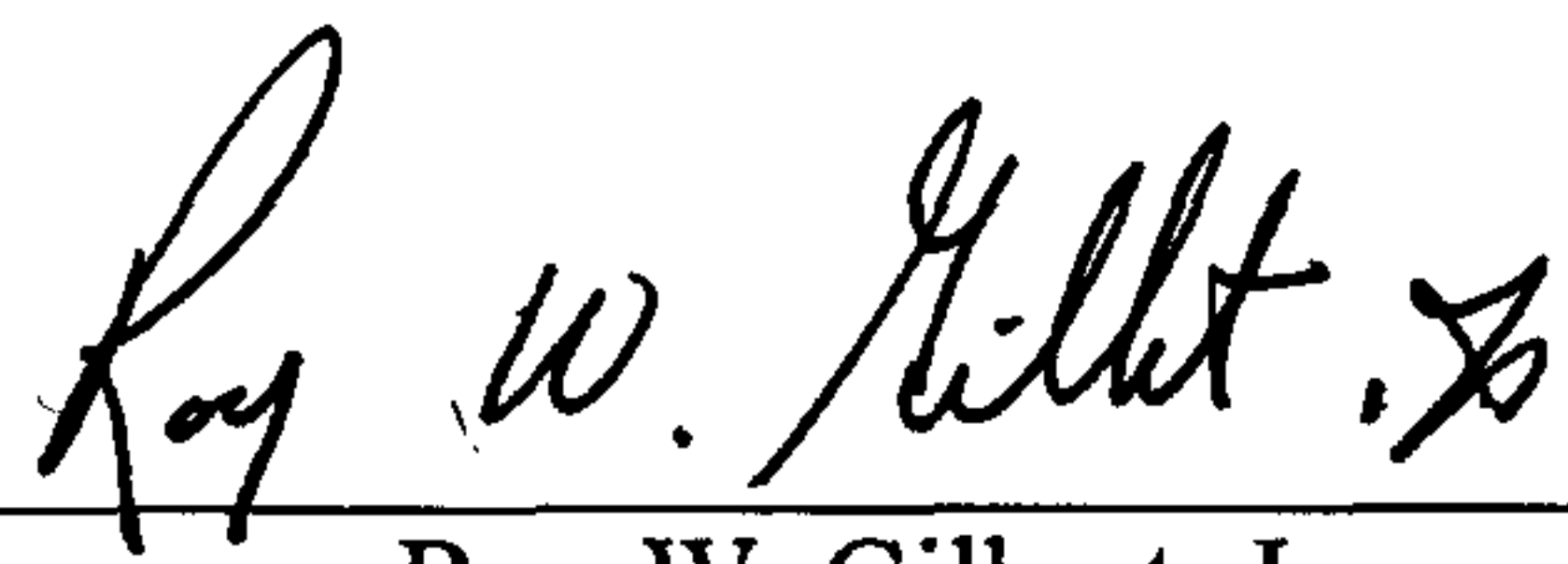
2. **Amendments**. Notwithstanding anything provided in this Agreement to the contrary, the County and any Owner shall have the right, without the consent and approval of the other Owners, to modify, at their own expense, the location of the easement and any Sewer Lines to be constructed and maintained on that portion of the Easement Property owned by such Owner. Except as set forth above, this Agreement may be amended and modified only by a written instrument duly executed by all of the parties hereto.

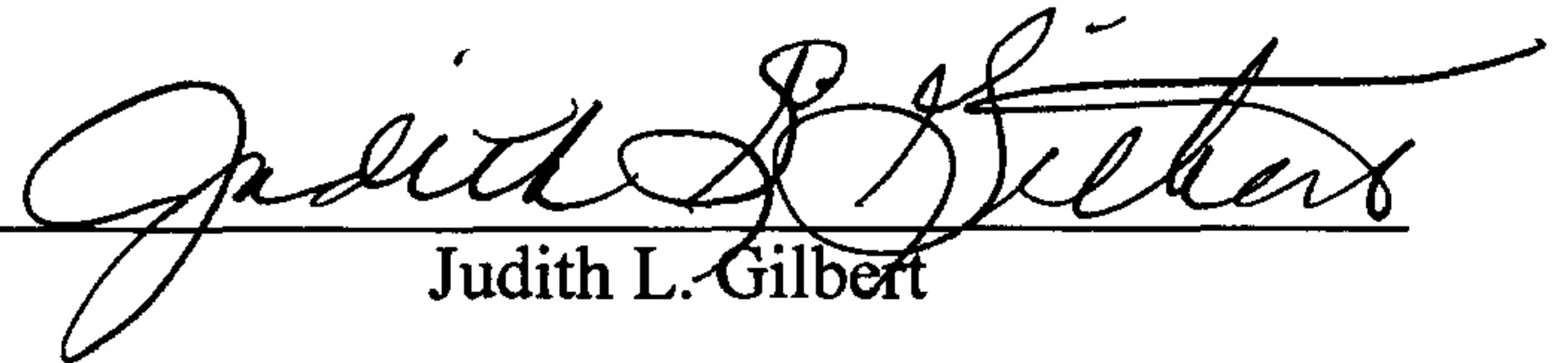
3. **Miscellaneous**. The terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding upon and inure to the benefit of each of the Owners and the County and their respective heirs, executors, personal representatives, successors and assigns, forever. The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law. Each party hereto covenants and agrees to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, conformitory or otherwise, which may be reasonably requested by any other party hereto for the purpose of or in connection with clarifying, amending or otherwise consummating any of the transactions and matters described herein, including, without limitation, executing additional agreements to further or more specifically describe the easements being granted by any of the Owners over any portion of the Easement Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.


Barbara M. Tickle



T. Charles Tickle


Roy W. Gilbert, Jr.


Judith L. Gilbert

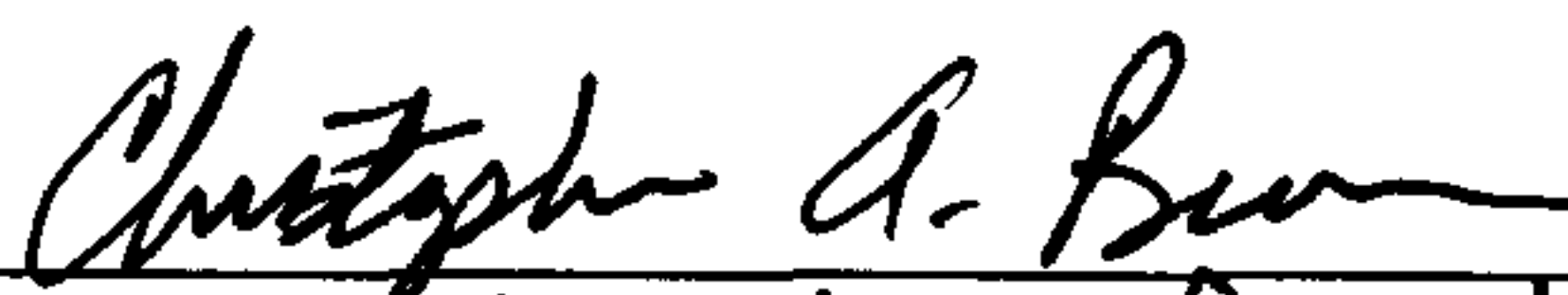
GREYSTONE GOLF, LLC, an Alabama limited liability company

By: DANIEL REALTY CORPORATION, an Alabama corporation, Its Manager

By: 
Its: Sr Vice President


DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION – OAK MOUNTAIN, an Alabama corporation, its General Partner

By: 
Its: Sr Vice President

GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company

By: DANIEL REALTY CORPORATION, an Alabama corporation, Its Manager

By: 
Its: Sr Vice President

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Barbara M. Tickle, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of September, 2003.

Shirley D. Ellis

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2006

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that T. Charles Tickle, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of September, 2003.

Shirley D. Ellis

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/30/2006

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Roy W. Gilbert, Jr. and wife, Judith L. Gilbert, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th ^{November} ~~September~~, 2003.

Leresa Lynn Blackmon
Notary Public

[NOTARIAL SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 9, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher A Brown, as 8r VP of Daniel Realty Corporation, an Alabama corporation, as Manager of Greystone Golf, LLC, an Alabama 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 said corporation in its capacity as manager as aforesaid.

Given under my hand and official seal this 8th day of September, 2003.

Ginger A. M. Coe
Notary Public

[NOTARIAL SEAL]

My commission expires:

MY COMMISSION EXPIRES AUGUST 2, 2004

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher A Brown as Sr VP of Daniel Realty Investment Corporation-Oak Mountain, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 said corporation in its capacity as general partner as aforesaid.

Given under my hand and official seal this 8th day of Sept, 2003.

Ginger A. McRay
Notary Public

MY COMMISSION EXPIRES AUGUST 2, 2004

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ALABAMA

)

:

SHELBY COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christopher A Brown, as Sr VP of Daniel Realty Corporation, an Alabama corporation, as Manager of Greystone Development Company, LLC, an Alabama 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 said corporation in its capacity as manager as aforesaid.

Given under my hand and official seal this 8th day of September, 2003.

Ginger A. McRay
Notary Public

MY COMMISSION EXPIRES AUGUST 2, 2004

[NOTARIAL SEAL]

My commission expires: _____

EXHIBIT A

Legal Description of Easement Property

GREYSTONE II SANITARY SEWER FORCE MAIN LEGAL DESCRIPTION

The Easement Property is a 30-foot wide easement, the centerline of which is more particularly described as follows:

Commence at the Northeast corner of the S.E.1/4 of Section 21, Township 18 South, Range 1 West, Shelby County, Alabama and run in a Southwesterly direction along the Northwest property line of a parcel of land described in Deed Book 222, Page 701 and a parcel of land described in Instrument #1992-26440, as recorded in the office of the Judge of Probate of Shelby County, Alabama, said line being the Southeasterly diagonal of the N.W.1/2 of the N.E.1 /4 of said S.E.1/4 of Section 21, a distance of 1639.60 feet to the centerline of the Southeast end of Saddle Creek Trail (a 70 foot dedicated public right-of-way); thence 94°49'22" to the left in a Southeasterly direction a distance of 224.04 feet to the point of intersection of the centerline of Legacy Drive (a 100 foot dedicated public right-of-way) and the Southwesterly right-of-way line of Saddle Creek Trail (a 60 foot private right-of-way), said point lying on a curve to the right having a radius of 445.42 feet and a central angle of 7°54'41"; thence 4°32'23" to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve and the centerline of Legacy Drive a distance of 46.63 feet to a point; thence 61°28'41" to the left (angle measured to tangent) in a Northeasterly direction a distance of 307.54 feet to the POINT OF BEGINNING of the centerline of the permanent Right Of Way of said Sanitary Force Main, said centerline being described as follows: thence from said Point of Beginning, turn an angle to the right of 180°00'00" and run in a Southwesterly direction a distance of 342.75 feet to a point; thence 58°19'47" to the left in a Southwesterly direction a distance of 47.28 feet to a point; thence 14°42'46" to the left in a Southwesterly direction a distance of 281.10 feet to a point; thence 12°14'16" to the right in a Southwesterly direction a distance of 60.75 feet to a point; thence 16°36'29" to the left in a Southerly direction a distance of 61.75 feet to a point; thence 10°20'03" to the left in a Southeasterly direction a distance of 553.74 feet to a point; thence 20°14'07" to the right in a Southwesterly direction a distance of 88.46 feet to a point; thence 19°16'40" to the right in a Southwesterly direction a distance of 361.59 feet to a point; thence 8°59'01" to the left in a Southwesterly direction a distance of 94.61 feet to a point; thence 18°39'55" to the left in a Southwesterly direction a distance of 150.79 feet to a point; thence 37°03'53" to the left in a Southeasterly direction a distance of 323.44; thence 24°08'11" to the left in a Southeasterly direction a distance of 43.70 feet to a point; thence 45°29'25" to the right in a Southeasterly direction a distance of 43.55 feet to a point; thence 27°32'28" to the right in a Southwesterly direction a distance of 88.61 feet to a point; thence 6°14'25" to the right in a Southwesterly direction a distance of 162.27 feet to a point; thence 1°58'45" to the right in a Southwesterly direction a distance of 883.38 feet to a point; thence 3°54'46" to the right in a Southwesterly direction a distance of 316.15 feet to a point; thence 11°42'33" to the right in a Southwesterly direction a distance of 137.45 feet to a point; thence 15°56'08" to the right in a Southwesterly direction a distance of 195.21 feet to a point; thence 10°12'22" to the right in a Southwesterly direction a distance of 161.63 feet to a point; thence 41°06'23" to the left in a

Southwesterly direction a distance of 235.86 feet to a point; thence 19°40'45" to the left in a Southwesterly direction a distance of 73.05 feet to a point; thence 15°22'23" to the left in a Southeasterly direction a distance of 135.60 feet to a point; thence 109°51'36" to the right in a Northwesterly direction a distance of 65.36 feet to a point; thence 9°04'34" to the left in a Westerly direction a distance of 142.15 feet to a point; thence 16°00'43" to the left in a Southwesterly direction a distance of 160.57 feet to a point; thence 17°02'43" to the left in a Southwesterly direction a distance of 82.01 feet to a point; thence 19°20'52" to the left in a Southwesterly direction a distance of 70.51 feet to a point; thence 20°56'36" to the left in a Southwesterly direction a distance of 261.08 feet to a point; thence 12°39'27" to the left in a Southerly direction a distance of 193.84 feet to a point; thence 51°33'34" to the right in a Southwesterly direction a distance of 325.99 feet to a point; thence 20°06'52" to the right in a Southwesterly direction a distance of 111.65 feet to a point; thence 17°57'08" to the right in a Westerly direction a distance of 205.16 feet to a point; thence 10°31'25" to the right in a Northwesterly direction a distance of 191.55 feet to a point; thence 6°49'50" to the right in a Northwesterly direction a distance of 97.16 feet to a point; thence 16°22'06" to the left in a Westerly direction a distance of 159.94 feet to a point; thence 19°03'10" to the left in a Southwesterly direction a distance of 111.56 feet to a point; thence 27°22'09" to the right in a Northwesterly direction a distance of 29.82 feet to a point; thence 79°16'36" to the left in a Southwesterly direction a distance of 32.05 feet to a point; thence 69°48'34" to the left in a Southeasterly direction a distance of 36.66 feet to the end of described centerline.

File: I:\98\176\fm1legal.doc

EXHIBIT B

Drawing Reflecting Location of Easement Property

See Attached.

Approximate Location of Existing Force Main

Gilbert

Tickle

DOM

Golf, LLC