



STATE OF ALABAMA)

SHELBY COUNTY)

DRAINAGE EASEMENT

THIS STORM WATER DRAINAGE EASEMENT ("Easement") is made and entered into as of May 6, 2004, by and among POSSIEN PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor"), and CROW MILLS, LLC, an Alabama limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property located in Shelby County, Alabama more fully described on Exhibit "A", attached and incorporated by this reference ("Parcel 1"), across which an underground storm water drainage line runs; and

WHEREAS, Grantee is the owner of the real property located in Shelby County, Alabama described on Exhibit "B", attached and incorporated by this reference ("Parcel 2") which is served and benefited by such underground storm water drainage line; and

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor for the benefit of Parcel 2 an easement for an underground storm water drainage line (the "Drainage Line") over and across that portion of Parcel 1 labeled as DL#1 as shown on that certain Arrington Engineering & Land Surveying, Inc. dated April 28, 2004, a copy of which is attached as Exhibit "C", incorporated by this reference; and

WHEREAS, the parties desire the establishment of this Easement to be governed according to the terms and provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree for themselves, and their respective successors and assigns in title form time-to-time, as follows:

1. **GRANT AND EASEMENT:** The Grantor does hereby grant, sell and convey unto the Grantee and its successors and assigns in title form time-to-time, subject to the limitations, terms and conditions herein contained, a perpetual non-exclusive easement for the installation, maintenance and use of the Drainage Line over and across Parcel 1, together with all rights and privileges necessary or convenient for the reasonable enjoyment or use thereof, including the right to enter upon Parcel 1 for the purpose of maintaining, repairing and replacing said Drainage Line.

1. **MAINTENANCE OF EASEMENT PREMISES:** Grantee hereby agrees to maintain and repair at Grantee's sole cost and expense (except for damages caused by Grantor), with no cost to Grantor whatsoever, the Drainage Line therein. Grantee hereby agrees to indemnify, save, and hold the Grantor harmless from and against any and all claims, damages, losses or expenses resulting from the construction, maintenance, operation, removal or replacement of the Drainage Line contained on the Parcel 1.

2. **COVENANT RUNNING WITH THE LAND:** The Easement hereby granted, the restrictions hereby imposed, and the covenants herein contained shall be easements, restrictions and covenants running with the land benefited and burdened thereby and shall inure to the benefit of, and be binding upon, the parties hereto, their respective successors and assigns in title form time-to-time.


3. **PRIVATE EASEMENT:** The easements, restrictions and covenants established, contained in this instrument are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their successors and assigns in title form time-to-time, and not as creating any rights in the public.

4. **TERMINATION:** This Easement may only be terminated or amended by a written Agreement signed by the owner of Parcel 1 and the owner of Parcel 2 from time-to-time. Should the Parcel 2 and Parcel 1 be under common ownership, then the then common owner may terminate this Easement at the then common owner's sole option and with the written joinder and consent of the holders of any mortgage on Parcel 1 and/or Parcel 2 at the time of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

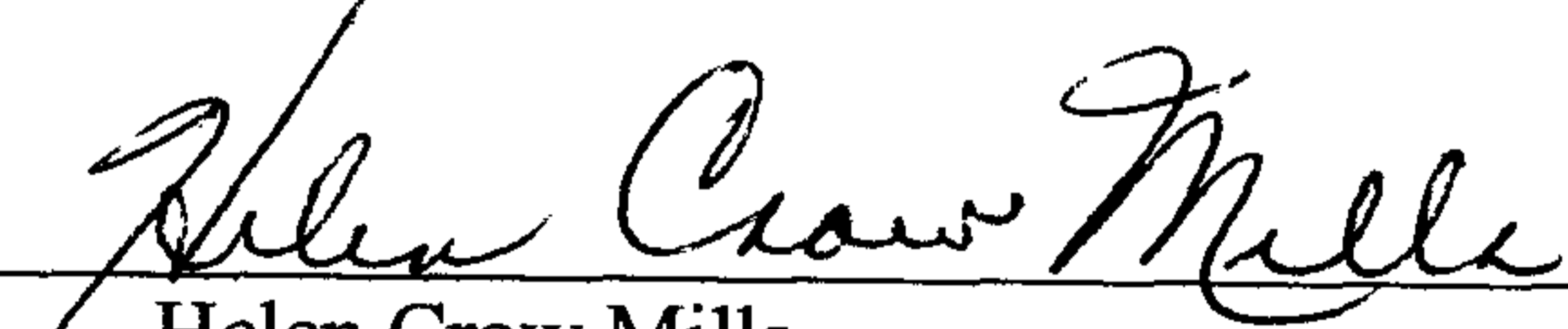
GRANTOR:

POSSIEN PROPERTIES, L.L.C.

By 
Lawrence H. Possien, D.V.M.
Its Partner

GRANTEE:

CROW MILLS, LLC

By 
Helen Crow Mills
Its Manager and President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Helen Crow Mills, whose name as Manager and President of Crow Mills, LLC, an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of May, 2004.

Linda K Morris
Notary Public
My Commission Expires: 5/30/2005

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Lawrence H. Possien, D.V.M., whose name as Partner of Possien Properties, L.L.C., an Alabama limited liability company, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of May, 2004.

Linda K Morris
Notary Public
My Commission Expires: 5/30/2005

EXHIBIT "A"

Parcel 1 consists of the following described real estate, together with all improvements thereon, situated in Shelby County, Alabama, to wit:

Commence at the Southeast corner of the Northwest quarter of the Southeast quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, thence northerly along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1,016.2 feet, thence 91 degrees 42 minutes 15 seconds left a distance of 53.1 feet to a point 30 feet west of centerline of the Maylene-Helena paved public road, and the point of beginning of tract of land herein described, thence continue along the last mentioned course a distance of 150.0 feet, thence 90 degrees right, Northerly a distance of 100.00 feet, thence 90 degrees right Easterly a distance of 150.00 feet to a point that is 30 feet West of above stated centerline, thence Southerly a distance of 100.00 feet to the point of beginning.

EXHIBIT "B"

File No. 23-33920A

LEGAL DESCRIPTION

A parcel located in the Northwest 1/4 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, of the City of Helena, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner, also known as the Point of Beginning, of Lot 1, Block 3, according to the Survey of Shelena Estates, as recorded in Map Book 4, Page 25, in the Office of the Judge of Probate of Shelby County, thence travel North along the East boundary of Benton Street a distance of 46.91 feet to the South right-of-way line of Shelby County Road #91; thence turn an interior angle 100 degrees 05 minutes 30 seconds and run in a Easterly direction along said right-of-way for a distance of 111.42 feet; thence turn an interior angle 181 degrees 23 minutes 29 seconds and run in an Easterly direction for a distance of 90.82 feet to the beginning of a curve to the left having a radius of 1,171.15 feet, interior angle of 28 degrees 16 minutes 44 seconds, arc length of 578.03 feet; thence turn an interior angle to the chord of said curve 193 degrees 40 minutes 25 seconds and run along said chord for a distance of 572.18 feet; thence turn an interior angle from chord 117 degrees 08 minutes 03 seconds and run in a Southerly direction for a distance of 159.32 feet; thence turn an interior angle 41 degrees 54 minutes 10 seconds and run in a Westerly direction for a distance of 149.97 feet; thence turn an interior angle 269 degrees 57 minutes 49 seconds and run in a Southerly direction for a distance of 100.02 feet; thence turn an angle 269 degrees 59 minutes 21 seconds and run in an Easterly direction for a distance of 150.11 feet; thence turn an angle 90 degrees 05 minutes 22 seconds and run in an Southerly direction for a distance of 259.95 feet; thence turn an angle 110 degrees 08 minutes 50 seconds and run in an Westerly direction for a distance of 463.29 feet; thence turn an interior angle 179 degrees 30 minutes and run in a Westerly direction for a distance of 96.10 feet; thence turn an interior angle 164 degrees 59 minutes 00 seconds and run in a Westerly direction for a distance of 89.50 feet; thence turn an interior angle 172 degrees 44 minutes 00 seconds and run in a Westerly direction for a distance of 50.00 feet; thence turn an interior angle 90 degrees 00 minutes 00 seconds and run in a Northerly direction for a distance of 400.00 feet; thence turn an interior angle 270 degrees 00 minutes 00 seconds and run in a Westerly direction for a distance of 105.00 feet to the Point of Beginning.

Less and Except from the above that part conveyed to the City of Helena by instrument recorded in Instrument #2000-14742.

