

STATE OF ALABAMA

STORM DRAINAGE EASEMENT

COUNTY OF SHELBY

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 part of Block 6, Lots 6-15 and 6-16 according to the subdivision map of Mt Laurel-Phase 1A as recorded in Map Book 27, Page 72B in the Office of the Judge of Probate of Shelby County, Alabama, located in the Northeast ¼ and the Southeast ¼ of Section 3, Township 19 South, Range 1 West in Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Block 6, Lot 6-15 according to the subdivision map of Mt Laurel-Phase 1A as recorded in Map Book 27, Page 72B in the Office of the Judge of Probate of Shelby County, Alabama and run in a Southeasterly direction along the Eastern lot line of said Lot 6-15 a distance of 5.37 feet to the POINT OF BEGINNING of the centerline of a 10 foot wide storm easement; thence leaving said lot line turn an angle to the right of 97°25'11" and run in a Westerly direction along said centerline a distance of 58.22 feet to the Western lot line of said lot; thence 87°18'48" left in a Southwesterly direction along said centerline and Western lot line of said lot a distance of 92.87 feet; thence leaving said Western lot line of said lot turn an angle to the left of 44°32'30" and run in a Southeasterly direction along said centerline a distance of 9.21 feet to the Southern lot line of said lot and the POINT OF ENDING.

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

4th day of November, 2004.

GRANTOR:

John O. Freeman
John O. Freeman *sr*
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 John O. Freeman, *sr*, 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 4th day of November, 2004.

[Signature]
Notary Public My Commission expires 2/24/08