


(STATE OF ALABAMA)
(COUNTY OF SHELBY)


20041221000695220 Pg 1/5 23.50
Shelby Cnty Judge of Probate, AL
12/21/2004 11:56:00 FILED/CERTIFIED

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, doing business as Inverness ("Grantor") for and in consideration of FIVE HUNDRED & NO /100 DOLLARS (\$500.00) and other considerations received from Investment Associates, L.L.C., an Alabama limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements of the Grantee hereinafter set forth, does hereby grant and convey to Grantee, upon the conditions and subject to the limitations herein set forth, an easement ("Easement") in, through, under and upon those portions of those certain tracts located in Shelby County, Alabama, ("Property") which are more particularly described on the Exhibit "A" attached hereto and made a part hereof. The Easement is to be utilized for the purpose of installing, using, maintaining and repairing underground sanitary sewer pipes and/or collection facilities consisting of gravity lines, force mains, equipment, and other appurtenances for the purpose of collecting and transmitting sanitary sewer under and through the Easement, together with the right to keep the pipes and appurtenances free of obstructions which would interfere with the use, maintenance, or operation of such pipes and appurtenances.

Grantor reserves to itself, its heirs, legal representatives, successors, assigns, tenants and others claiming under or through Grantor, as the case may be, the unrestricted use of the Easement, subject only to the rights of the Grantee as herein set forth. Grantor, its heirs, legal representatives, successors, assigns, tenants, and other claiming under or through Grantor shall not cause any interference with Grantee's enjoyment of the rights granted herein.

TO HAVE AND TO HOLD the Easement unto said Grantee, its successors and assigns.

The Easement is granted upon the express condition that the Grantee shall, and the Grantee by the acceptance of the grant hereby, does covenant and agree as follows:

1. Grantee, its successors, assigns, agents, servants, employees shall have the right and authority to enter upon the Easement only for the limited purpose set forth above and for no other purpose; provided, however, that Grantee shall and hereby agrees that it will, at its sole expense, promptly restore the Easement to as near to the original condition as possible after any such repair, replacement, or maintenance of said sanitary sewer and/or collection facilities.
2. Grantee shall be responsible for repair and maintenance of all sanitary sewers and lift stations.
3. Grantee will protect, defend, hold harmless and indemnify Grantor, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with the granting of the Easement or by reason of the negligent installation, operation, maintenance, or use of said sanitary sewer and/or collection facilities by Grantee, its successors, assigns, agents, or employees upon or adjacent to the Easement; provided, however, nothing contained in this paragraph shall be construed to mean that Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors and assigns from and against any claims of every kind and nature which may arise out of or in connection with or by reason of its own sole gross negligence.
4. In the event Grantee removes its sanitary sewer and/or collection facilities from the Easement or no longer requires the use of all or any portion of the Easement herein granted, Grantee, upon written notice from Grantor, shall execute a written instrument in recordable form releasing the Easement of such rights herein granted or such part hereof which Grantee no longer requires.

5. Notwithstanding anything hereinabove contained to the contrary, it is expressly understood and agreed by Grantor and Grantee that (i) the Easement Agreement is valid, binding, and enforceable only as it pertains to, and the rights granted herein to Grantee only permit, sanitary sewer and/or collection system within the Easement and, (ii) Grantor and its successors and assigns and others claiming through Grantor, and Grantor's agents, guests, and invitees, shall be permitted to use the Easement for purposes which are not inconsistent or cause interference with said sanitary sewer and/or collection system, including, without limitation, a paved parking area or road right of way and/or installation of other utilities. The Grantor and its successors and assigns and others claiming through Grantor agree not to construct any permanent structures such as buildings, retaining walls, etc., within the easement that would interfere with the Grantees ability to access and maintain the sanitary sewer.

6. Grantee shall, upon the receipt of written notice from Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, move and relocate any or all or any part of its pipes and/or collection facilities on the Easement to another location; provided, however, that Grantor, its heirs, legal representatives, successors, or assigns, as the case may be, shall reimburse Grantee for any costs or expense incurred by Grantee in such relocation, including any costs or expense of acquiring replacement Easement should the new location not be on the Easement described herein. Unless Grantee requests that Grantor perform the relocation, Grantee agrees to commence relocation within ninety (90) days after the date of the giving of such written notice and to complete all work involved in such relocation within one hundred eighty (180) days of said date.

8. Grantor shall have the right at any time, or from time to time, without the consent or approval of Grantee, to dedicate all or any portion of the Easement for purposes of a public road right of way, subject to Grantee's rights to repair, replace, and maintain its sanitary sewer and/or collection facilities within the proposed public road right of way.

9. It is further understood that the Easement as described on Exhibit "A" is a twenty (20) foot wide permanent easement. Upon completion of the installation of the sanitary sewer and/or collection facilities, Grantee shall promptly prepare a survey of the Easement location and submit to Grantor in a recordable form. Grantee shall have the right of ingress and egress to said Easement by way of paved roadways, paved areas, or construction roadways across lands owned by Grantor which lie adjacent to said Easement. Grantee shall be responsible for any damage done in using the area outside of the Easement for ingress and egress to said Easement. This Easement Agreement is void to extent that portions of the Easement extend into existing public right of ways or onto property not owned by Grantor. No easement is granted by the Grantor across any portions of any property not owned by Grantor.

10. Mineral and mining rights not owned by the Grantor are not included, and this conveyance is subject to all other restrictions and limitations of record.

11. This Agreement is subject to the rights previously granted by Grantor. This Agreement shall be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 16th day of December, 2004.

**As to METROPOLITAN LIFE
INSURANCE COMPANY**

Signed, sealed and delivered in the
presence of:

Ruth Altier
Unofficial Witness

Kathleen O'Grady
Notary Public

Notary Public, Fulton County, GA
My Commission Expires March 14, 2007
As to INVESTMENT ASSOCIATES, L.L.C.

Signed, sealed and delivered in the
presence of:

Diana Berry
Unofficial Witness

Ashley Simon Sellers
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 15, 2008
BONDED THRU NOTARY PUBLIC UNDERV...

**METROPOLITAN LIFE
INSURANCE COMPANY**

By: Vicki W. Turner, M.A.

Title: VICE PRESIDENT

Attest: Kathy B. Atkinson

Title: Assistant Secretary

INVESTMENT ASSOCIATES, L.L.C.

By: Matthew B. Biele

Title: VICE PRESIDENT

Attest: Kauven B. Biele

Title: _____

EXHIBIT "A"

Sanitary Sewer Easement Legal Description:

A parcel of land situated in the NW 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County more particularly described as follows:

Commence at the SE corner of the NW 1/4 of Section 1, T19S, R2W and run N 2°37'29"W (basis of bearing) along the east line of said NW 1/4 section for a distance of 1637.82 feet to a point on the northeastern boundary of the Inverness Elementary School property; thence run N 65°40'29"W along said school boundary for a distance of 90.88 feet to a point on a curve to the right, said curve having a radius of 2824.79 feet and a central angle of 3°04'55", a chord length of 151.93 feet and a chord bearing N 20°57'52"E, said curve being the Eastern Right-of-Way of Valleydale Road (Shelby County Hwy 17), thence run 151.95 feet along the arc of said curve; thence run N 66°06'32"W for a distance of 80.02 feet to a point on the Western Right-of-Way of Valleydale Road, said point being the POINT OF BEGINNING of an easement 20 feet in width being 10 feet on both sides of, parallel to and abutting the following described centerline; thence continue along the last described course for a distance of 10.53 feet; thence run S 24°53'28"W for a distance of 150.80 feet; thence run S 15°45'45"W for a distance of 281.37 feet; thence run S 18°12'02"W for a distance of 246.55 feet; thence run S 38°17'40"W for a distance of 14.94 feet, at this point the easement becomes 20 feet in width being 4 feet wide on the left (southwest) side and 16 feet wide on the right (northeast) side of, parallel to and abutting the following described centerline; thence run N 59°38'02"W for a distance of 146.62 feet to the POINT OF ENDING.

EXHIBIT A
INVERNESS HIGHLANDS
CONNECTOR SANITARY SEWER
SCALE: 1"=60' 9/9/2004

LEGEND

