

\$500 fee

STATE OF ALABAMA)
)
SHELBY COUNTY)

Shelby County, AL 03/05/2010
State of Alabama
Deed Tax : \$.50

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into on the 1st day of March, 2010 by and between **CHELSEA PROPERTIES, LLC**, an Alabama limited liability company ("Grantor") and **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company ("Grantee").

RECITALS:

WHEREAS, Grantor owns certain real property situated in Shelby County, Alabama which is legally described as follows:

Lot 6 according to the survey of The Shoppes at the Corners, Phase 2,
as recorded in Map Book 26, Page 89 (the "Plat") in the Office of the
Judge of Probate of Shelby County, Alabama ("Grantor's Property");
and

WHEREAS, Grantee owns and operates a sanitary sewage treatment plant and system that serves north Shelby County, Alabama; and

WHEREAS, in particular, Grantee owns and operates the sanitary sewer pump station, mains, pipes, fencing, appurtenances and related facilities and equipment situated within portions of Grantor's Property (collectively, the "Existing Sewer Facilities"); and

WHEREAS, under the terms and provisions hereof, Grantor desires to convey to Grantee a permanent and perpetual easement over, across, upon and under those certain portions of Grantor's Property within which Grantee has constructed and is operating such Existing Sewer Facilities ("Parcel I"); and

WHEREAS, Grantor further desires to convey to Grantee a permanent, perpetual, unrestricted, exclusive and private easement over, across, upon and under those certain portions of Grantor's Property for purposes of Grantee's expansion of the Existing Sewer Facilities which may be constructed, installed, operated, and maintained by Grantee within such additional portions of

Grantor's Property ("Parcel II"); and

WHEREAS, collectively, the (i) Existing Sewer Facilities and (ii) the expansion thereof shall for purposes hereof be the "Sewer Facilities"; and

WHEREAS, Parcel I and Parcel II made the subject of this Agreement are legally described and shown in Exhibit "A" attached hereto and made a part hereof (Parcel I and Parcel II are collectively, the "Easement Property"); and

WHEREAS, upon the terms and conditions hereinafter set forth, Grantor hereby agrees to convey to Grantee easements ("Easements") to the Easement Property and Grantee hereby agrees to accept the Easements to the Easement Property from Grantor.

NOW THEREFORE, in consideration of the Ten Dollars (\$10.00), the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF EASEMENT TO PARCEL I.

Grantor does hereby grant to Grantee forever, a non-exclusive permanent and perpetual easement over, across, through, upon and under Parcel I for purposes of (i) accessing the Easement Property for the construction, maintenance, operation and use of the Existing Sewer Facilities and (ii) pedestrian and vehicular ingress to and egress from the Easement Property.

2. GRANT OF EASEMENT TO PARCEL II.

Grantor does hereby grant to Grantee forever, a permanent, perpetual, unrestricted, exclusive and private easement over, across, through, upon and under Parcel II for purposes of (i) exclusively using, controlling, and maintaining Parcel II and (ii) construction, installation and maintenance of the Sewer Facilities. Parcel II is to be used and enjoyed exclusively by Grantee and its successors, assigns, employees, managers, contractors and agents. The Grantor expressly negates the right of itself or the public to access or use Parcel II or any portion thereof; provided, however, Grantor and Grantee hereby agree to negotiate in good faith in the event Grantor, for the benefit of Parcel I, desires to use a portion of Parcel II for parking.

3. ACCESS EASEMENT.

As shown on Exhibit "A" and the Plat, there is a 30' Access Easement for Lots 3, 4 and 6 (the "Access Easement") which provides such Lots with access to the adjacent public right of way

known as Chelsea Corners Way. The Access Easement is also described in the Easement Agreement by and between Grantee, as the prior owner of Lot 6, and Benson Properties, LLC, as the prior owner of Lots 3 and 4, which Easement Agreement was recorded as Instrument # 20020607000269250 in said Probate Office (the "Access Easement Agreement"). Subject to the terms and provisions of the Access Easement Agreement, Grantor does hereby assign and convey unto Grantee the right of pedestrian and vehicular ingress to and egress from the Easement Property over, upon, across and through the Access Easement. Grantee's right of ingress to and egress from the Easement Property granted hereby is to be used in common with Grantor and the owners of Lots 3 and 4. Grantor shall erect no structures on any portion of Grantor's Property, including but not limited to the Access Easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the Sewer Facilities installed or to be installed within the Easement Property, or interfere with the right of Grantee to access the Easement Property and the Sewer Facilities at any time for purposes heretofore expressed.

4. NATURE OF THIS AGREEMENT.

The terms, provisions, covenants, conditions and restrictions under this Agreement shall run with the land and bind and burden the Easement Property for the benefit of Grantee and its successors and assigns. The Easements granted hereby and the terms and provisions of this Agreement are (i) for the use and enjoyment of Grantee, and its successors, assigns, employees, managers, contractors and agents, (ii) for the benefit of Grantee and its successors in title to the Sewer Facilities and may be terminated or modified only by the written consent of Grantee or its successors in title to the Sewer Facilities, (iii) appurtenant to and shall be deemed to be covenants, conditions, restrictions, and regulations running with title to the Easement Property and (iv) binding upon the Grantor as owner of Grantor's Property and inure to the benefit of Grantee as owner of the Sewer Facilities, and their respective successors and assigns.

5. MAINTENANCE OF THE EASEMENT PROPERTY.

(a) Grantor shall, at Grantor's expense, maintain Parcel I in reasonably good condition for the benefit of Grantee and Grantee's Easement to Parcel I; provided, however, that Grantee shall, at its expense, repair any damage to Parcel I caused by Grantee so that the damaged portions of Parcel I are restored to substantially the same condition as existed prior to such damage.

(b) Grantee shall, at Grantee's expense, maintain Parcel II in reasonably good condition; provided, however, that Grantor shall, at its expense, repair any damage to Parcel II caused by Grantor so that the damaged portions of Parcel II are restored to substantially the same condition as existed prior to such damage.

6. THE DETENTION BASIN. Pursuant to the Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 20000204000035811 in said Probate Office (the "Detention Basin Covenants"), the "Property Owner", as defined in the Detention Basin Covenants, is responsible for the maintenance of the Detention Basin situated within Grantor's Property which is shown on Exhibit "A" attached hereto and made part hereof. Grantor is the Property Owner as of the date hereof. In that the Detention Basin is situated mostly within Parcel II, Grantor does hereby assign to Grantee and Grantee hereby accepts and assumes any and all obligations of Grantor, as the Property Owner, with regard to the maintenance of the Detention Basin in accordance with the terms and provisions of the Detention Basin Covenants.

7. GRANTOR'S WARRANTIES.

Grantor warrants that Grantor has not received notification from any lawful authority regarding any assessments, condemnation, pending public improvements, repairs, replacement, or alterations to the Easement Property that have not been satisfactorily made. Grantor warrants that it is the fee owner of the Easement Property and is authorized to execute this Agreement. Grantor warrants that Grantor will pay all assessments and ad valorem taxes pertaining to the Easement Property as such come due and payable.

8. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Grantee and Grantor.

(b) The benefits and burdens of each covenant set forth in this Agreement shall run with title to Grantor's Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) This Agreement shall be construed under the laws of the State of Alabama.

(d) Any provision of this Agreement which may be unenforceable or invalid under any applicable law shall be ineffective to the extent of such unenforceability or invalidity without

affecting the enforceability or validity of any other provision hereof.

(e) The non-prevailing party hereto shall be responsible for the payment of all costs and expenses, including attorneys' fees, incurred by the prevailing party in enforcing any provision of this Agreement.

(f) The recitals first above written are incorporated by reference into the terms and provisions of this Agreement.

(g) If any of the provisions of this Agreement shall be considered unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Barack Obama, forty fourth President of the United States.


(h) This Agreement will be recorded by Grantee in the Office of the Judge of Probate of Shelby County, Alabama.


[SIGNATURES ON FOLLOWING PAGE]

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

WITNESS:

GRANTOR:
CHELSEA PROPERTIES, LLC



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Shelby Cnty Judge of Probate, AL
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By: 

William L. Stone
Its Manager

WITNESS:

GRANTEE:
DOUBLE OAK WATER RECLAMATION, LLC
By: South Edge, Inc.
Its Manager

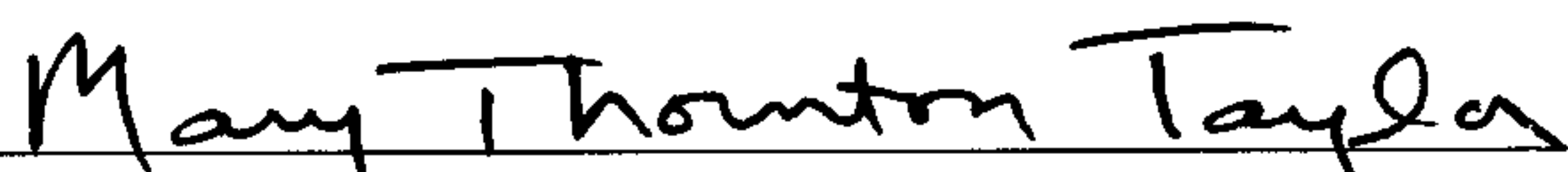
By: 

William L. Thornton, III
Its Vice President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Vice President of South Edge, Inc., an Alabama corporation, as Manager of DOUBLE OAK WATER RECLAMATION, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 3rd day of March, 2010.



Notary Public
My Commission Expires: 5/25/11

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Stone, whose name as Manager of CHELSEA PROPERTIES, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 4TH day of March, 2010.

Mary Thornton Taylor
Notary Public
My Commission Expires: 5/25/11

**THE EASEMENT PROPERTY
PARCEL I AND PARCEL II**

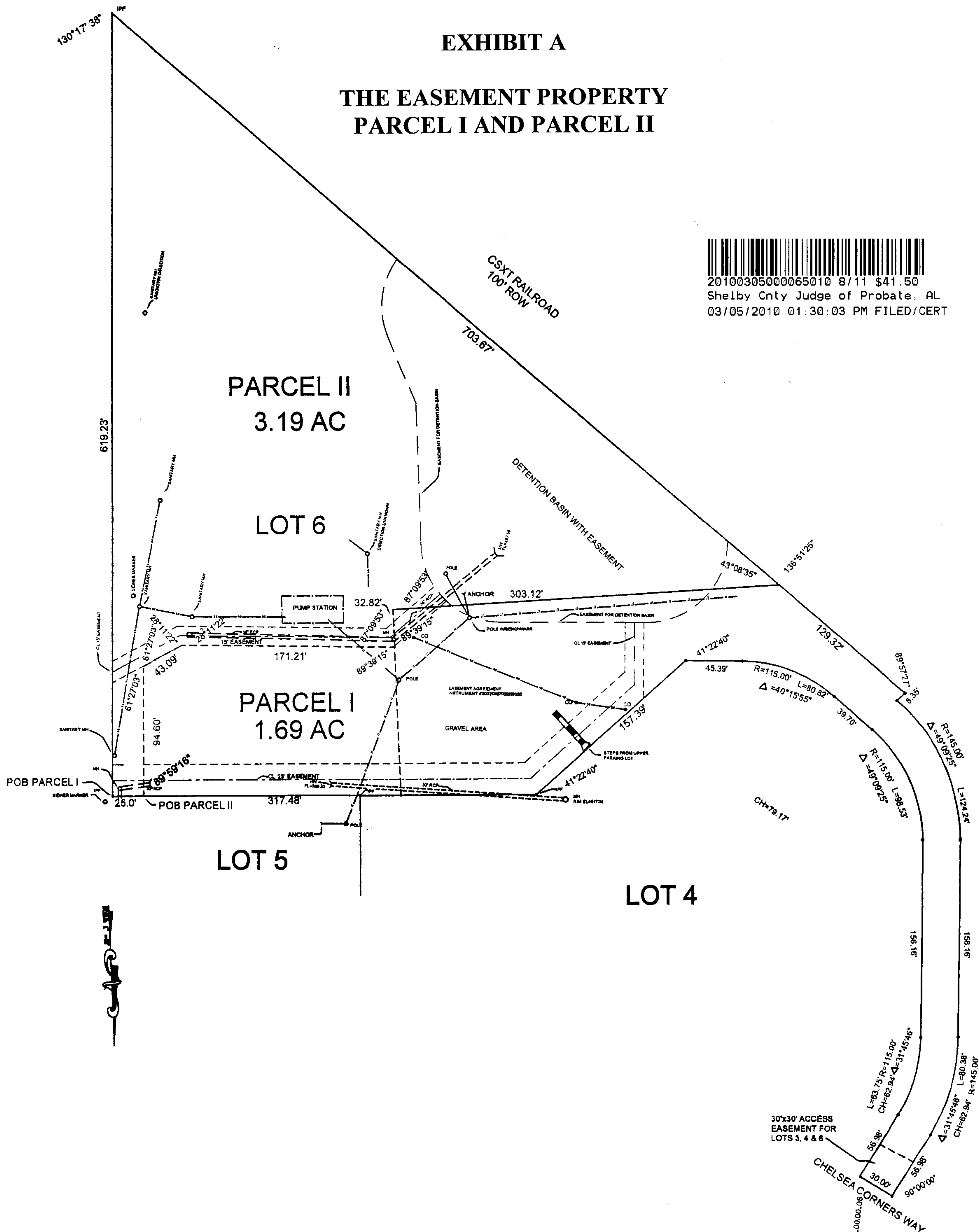
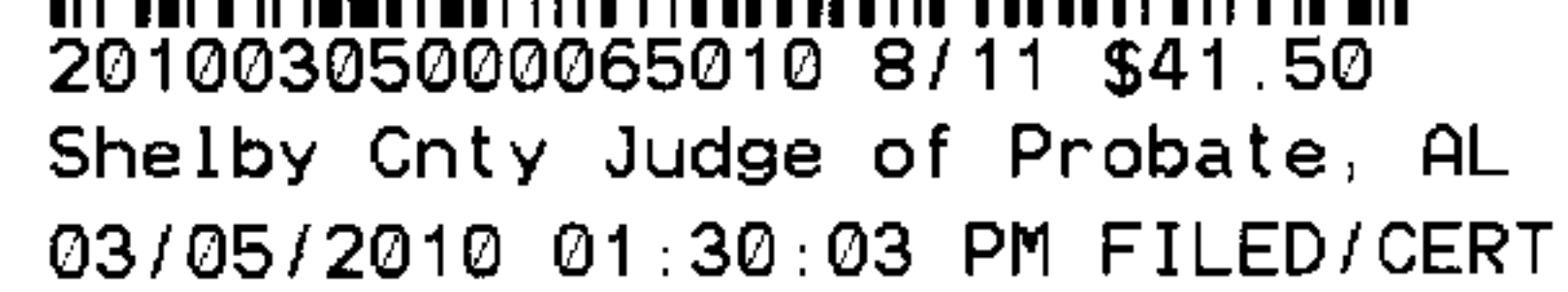


EXHIBIT A

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THE EASEMENT PROPERTY

LEGAL DESCRIPTIONS FOR PARCEL I AND PARCEL II

Two parts of Lot 6, The Shoppes at the Corners, Phase Two, as recorded in map Book 26, on Page 89, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Parcel I

Commence at the Southeast corner of Lot 5, in said The Shoppes at the Corners, Phase Two, also being the Northeast corner of Lot 6 in said The Shoppes at the Corners, Phase Two; thence run in a Westerly direction along the South line of said Lot 5 and also along the North line of said Lot 6 for distance of 25.00 feet to the point of beginning; thence continue along the South line of said Lot 5 and also along the South line of Lot 4 in said The Shoppes at the Corners, Phase Two and also along the North line of said Lot 6 for a distance of 317.48 feet to a point; thence turn an angle to the left of 41 degrees, 22 minutes, 40 seconds and run in a Southwesterly direction along the South line of said Lot 4 and also along the North line of said Lot 6 for a distance of 157.39 feet to a point; thence turn an angle to the right of 41 degrees, 22 minutes, 40 seconds and run in a Northwesterly direction along the South line of said Lot 4 and also along the North line of said Lot 6 for a distance of 45.39 feet to a point on a curve to the right, having a central angle of 40 degrees, 15 minutes, 55 seconds and a radius of 115.00 feet; thence run in a Northwesterly direction along the South line of said Lot 4, the North of said Lot 6 and also along the arc of a curve for a distance of 80.82 feet to a point; thence run tangent to last stated curve in a Northwesterly direction along the South line of said Lot 4 and along the North line of said Lot 6 for a distance of 39.70 feet to a point on a curve to the right, having a central angle of 49 degrees, 05 minutes, 25 seconds and a radius of 115.00 feet; thence run in a Northwesterly direction along the arc of said curve and also along the South line of said Lot 4 and along the South line of said Lot 6 for a distance of 98.53 feet to a point; thence run tangent to last stated curve along the West of said Lot 4 and along the East line of said Lot 6 for a distance of 156.16 feet to a point on a curve to the right, having a central angle of 31 degrees, 45 minutes, 46 seconds and a radius of 115.00 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and also along the West line of said Lot 4 and along the East line of said Lot 6 for a distance of 63.75 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along the West line of said Lot 4 and along the East line of said Lot 6 for a distance of 56.98 feet to a point on the Southwest right-of-way line of Chelsea Corners Way in said The Shoppes at the Corners, Phase Two; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction along the Southwest right-of-way line of said Chelsea Corners Way for a

distance of 30.00 feet to the Easternmost corner of Lot 3 in said The Shoppes at the Corners, Phase Two; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction along the East line of said Lot 3, and along the West line of said Lot 6 for a distance of 56.98 feet to a point on a curve to the left, having a central angle of 31 degrees, 45 minutes, 46 seconds and a radius of 145.00 feet; thence run in a Southwesterly to Southeasterly direction along the arc of said curve and also along the East line of said Lot 3 and along the West line of said Lot 6 for a distance of 80.38 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the East line of said Lot 3 and along the West line of said Lot 6 for a distance of 156.16 feet to a point on a curve to the left, having a central angle of 49 degrees, 05 minutes, 25 seconds and a radius of 145.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the East line of said Lot 3 and along the West line of said Lot 6 for a distance of 124.24 feet to a point; thence run radial to last stated curve in a Southwesterly direction along the East line of said Lot 3 and along the West line of said Lot 6 for a distance of 8.35 feet to a point on the Northeast right-of-way line of CSXT Railroad; thence turn an angle to the left of 89 degrees, 57 minutes, 27 seconds and run in a Southeasterly direction along the Northeast right-of-way line of said CSXT Railroad and also along the Southwest line of said Lot 6 for a distance of 129.32 feet to a point on the South line of an Easement Agreement as recorded in Instrument No. 20020607000269250, on June 7, 2002, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 43 degrees, 08 minutes, 35 seconds and run in a Northeasterly direction along the South line of said Easement Agreement for a distance of 303.12 feet to a point; thence turn an angle to the left of 87 degrees, 09 minutes, 53 seconds and run in a Northwesterly direction along the East line said Easement Agreement for a distance of 32.82 feet to a point on the North line of a 15 foot storm sewer easement in said The Shoppes at the Corners, Phase Two; thence turn an angle to the right of 89 degrees, 39 minutes, 15 seconds and run in an Easterly direction along the North line of said 15 foot easement for a distance of 171.21 feet to a point; thence turn an angle to the left of 28 degrees, 11 minutes, 22 seconds and run in a Northeasterly direction along the North line of said 15 foot easement for a distance of 43.09 feet to point that is 25 feet from the East line of said Lot 6; thence turn an angle to left of 61 degrees, 27 minutes, 03 seconds and run in a Northerly direction 25 feet from and parallel to the East line of said Lot 6 for a distance of 94.60 feet to the point of beginning; Said Parcel One containing 1.69 acres, more or less.

Parcel II

Begin at the Northeast corner of said Lot 6, also being the Southeast corner of Lot 5 in said The Shoppes at the Corners, Phase Two; thence run in an Easterly direction along the North line of said Lot 6 and also along the South Line of said Lot 5 for a distance of 25.00 feet to a point; thence turn an angle to the left of 89 degrees, 59 minutes, 16 seconds and run in a Southerly direction 25 feet from and parallel to the East line of said Lot 6 for a distance of 94.60 feet to the North line of a 15 foot storm sewer easement as recorded in said The Shoppes at the Corners, Phase Two; thence turn an angle to the right of 61 degrees, 27 minutes, 03 seconds and run in a Southwesterly direction along

the North line of said 15 foot storm sewer easement for a distance of 43.09 feet to a point; thence turn an angle to the right of 28 degrees, 11 minutes, 22 seconds and run in a Westerly direction along the North line of said 15 foot storm sewer easement for a distance of 171.21 feet to a point on the East line of an Easement Agreement, as recorded in Instrument No. 20020607000269250 on June 7, 2002, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 89 degrees, 39 minutes, 15 seconds and run in a Southerly direction along said East line for a distance of 32.82 feet to a point; thence turn an angle to the right of 87 degrees, 09 minutes, 53 seconds and run in a Westerly direction along the South line of said easement for a distance of 303.12 feet to a point on the Southwest line of said Lot 6, also being the Northeast line of CSXT Railroad right-of-way; thence turn an angle to the left of 136 degrees, 51 minutes, 25 seconds and run in a Southeasterly direction along the Southwest line of said Lot 6 and also along the Northeast line of said railroad right-of-way for a distance of 703.67 feet to the Southeast corner of said Lot 6; thence turn an angle to the left of 130 degrees, 17 minutes, 38 seconds and run in a Northerly direction along the East line of said Lot 6 for a distance of 619.23 feet to the point of beginning; Said Parcel Two containing 3.19 acres, more or less.



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