

PERMANENT EASEMENT DEED

GRANTOR:  
Birmingham Hotels I, LLC  
3000 Capps Way  
Opelika, Alabama 36801

STATE OF ALABAMA)  
SHELBY COUNTY)

PID #: 09 3 05 0 001 043.000

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land for the purpose of constructing, operating, maintaining and repairing water and/or sanitary sewer mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in Instrument Number 20100129000029110, and also Map Book 41, Page Number 95, in the office of the Judge of Probate, Shelby County, Alabama, said strip being more particularly described as follows:

From the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, traverse easterly along the North line of said quarter-quarter section, bearing north 88°55'06" east, a distance of 553.73 feet to a point, said point being the Northwest Corner of Lot 1 of The Village at Lee Branch, Sector 1-Phase 3, as recorded in Map Book 41, Page 95, Shelby County, Alabama. Thence traverse 3.83 feet southerly along the West line of said Lot 1, bearing south 0°00'00" west, to the Point of Beginning of said easement; thence turn an angle 90°00'00" to the left and traverse a distance of 33.00 feet; thence turn an angle 90°00'00" to the right and traverse a distance of 20.50 feet; thence turn an angle 90°00'00" to the right and traverse a distance of 33.00 feet to a point on the west line of said Lot 1; thence traverse northerly along the west line of said Lot 1 a distance of 20.50 feet to the Point of Beginning. Said easement contains 0.02 acres, more or less.

The approximate alignment and orientation of easement is as shown on the attached Exhibit A.

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full

use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.


The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said 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 mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water and/or sanitary sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 21<sup>ST</sup> day of JANUARY, 2011.

  
20110128000031070 2/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
01/28/2011 02:58:20 PM FILED/CERT


By: 

STATE OF Alabama  
Lee COUNTY

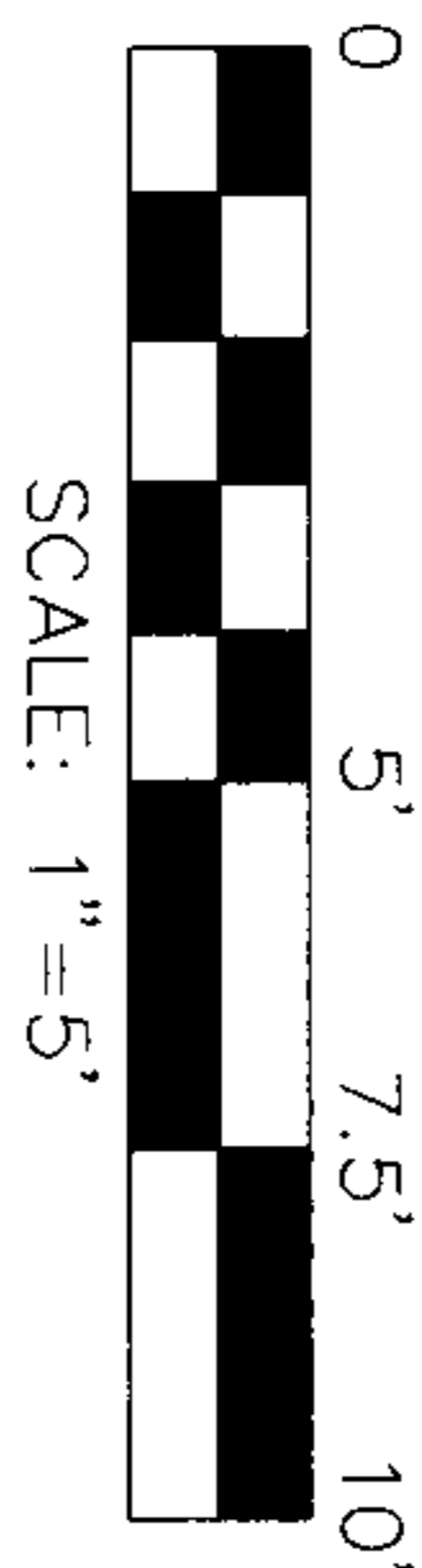
I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that, Thomas L. Hunt Jr, an Authorized Representative of Birmingham Hotels I, LLC, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 21<sup>st</sup> day of January, 2011.

Janet James Haley  
Notary Public for the State of Alabama  
My commission expires July 23, 2011

  
20110128000031070 3/4 \$22.00  
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# EXHIBIT A



NW CORNER  
SE 1/4-SW 1/4  
SEC. 5, T19S, R1W

NORTH LINE  
SE 1/4-SW 1/4  
N88°55'06"E 553.73'

NW CORNER  
LOT 1  
THE VILLAGE AT LEE BRANCH  
SECTOR 1 - PHASE 3  
M.B. 41, PG. 95  
SHELBY COUNTY

POINT OF BEGINNING

NORTH LINE LOT 1 N88°55'06"E

WEST LINE LOT 1 N00°00'00"E

20.50'

3.83'

90°0'0"

33.00'

15'X6'  
DOMESTIC/IRR. SVC. VAULT

2.06'

90°0'0"

2.14'

20.50'

9'X6'  
FIRE PROTECTION  
DDCV VAULT

33.00'

2.06'

90°0'0"



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