

171000  
JCH  
THIS INSTRUMENT PREPARED BY:  
BARNES & BARNES LAW FIRM, P.C.  
8107 PARKWAY DRIVE  
LEEDS, ALABAMA 35094

20130510000195500 1/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

20130115000020210 1/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
01/15/2013 11:27:09 AM FILED/CERT

### STORM SEWER EASEMENT AGREEMENT

THIS STORM SEWER EASEMENT AGREEMENT (this "Agreement"), made and entered into on this 9th day of January, 2013, by and between **WILKINSON CGR CAHABA LAKES, LLC**, a Georgia limited liability company, hereinafter referred to as "Grantor", and **H&S PROPERTY HOLDINGS, LLC**, an Alabama limited liability company, hereinafter referred to as the "Grantee";

#### **WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain real property situated in Shelby County, Alabama, being more particularly described on EXHIBIT (A) attached hereto and made a part hereof by this reference (the "Grantor's Property");

**WHEREAS**, Grantee is the owner of that certain real property situated in Shelby County, Alabama, being more particularly described on EXHIBIT (B) attached hereto and made a part hereof by this reference (the "Grantee's Property");

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that the Grantor, in consideration of the sum of Ten and no/00 Dollars and other good and valuable consideration, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain and convey unto the Grantee, a storm sewer easement, as hereinafter described (the "Easement"), over, on, upon, under, through and across that portion of the Grantor Property lying in SHELBY COUNTY, Alabama, said right of way herein granted being more particularly described as follows, to-wit:

#### **SEE ATTACHED EXHIBIT (C) MADE A PART HERETO BY REFERENCE (THE "EASEMENT AREA")**

**TOGETHER WITH** the right to install, construct, maintain, repair, operate and use underground pipes, storm catch basins and related apparatus within the Easement Area (collectively, the "Storm Sewer Facilities") as necessary for the drainage and flow of surface and storm water from the Grantee's Property over and across the Grantor's Property.

**TOGETHER WITH** all rights and privileges necessary or convenient for the full use and enjoyment of the Easement in accordance with the terms hereof, including the right of ingress and egress over the Grantor's Property to the Easement Area as necessary for construction vehicles, maintenance and construction traffic necessary for the exercise of the easements rights granted herein.

**NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED** that the Easement is unconditionally and perpetually granted by Grantor and accepted by Grantee upon the

JH BPGS  
I certify this to be a true and  
correct copy  
5/10/13 Probate Judge  
Shelby County

Shelby County, AL 01/15/2013  
State of Alabama  
Deed Tax:\$1.00

following terms and conditions:

1. Nothing herein shall be deemed to require Grantor to construct any portion of the Storm Sewer Facilities and any such work shall be at Grantee's sole cost and expense and pursuant to plans and specifications for which Grantor's written approval has been obtained. Grantee agrees to assume sole responsibility for the operation and maintenance of the Storm Sewer Facilities and any and all costs, fees and expenses resulting from the same. Grantee agrees, at its sole cost and expense, to return the impacted portion of the Grantor's Property to preconstruction conditions or better at the completion of construction. All work, construction, maintenance, alteration, operation, repair and removal done or permitted to be done by Grantee in or on the Easement Area shall be done in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof.

2. Grantor reserves the right to use the Grantor's Property in any manner for any purpose not inconsistent with the aforesaid purpose. If there is a failure by Grantee to perform, fulfill or observe any term, condition or agreement contained within this Agreement, and Grantee fails to cure any such breach within thirty (30) days after written notice thereof by Grantor to Grantee, then Grantor shall have the right, at its option, to either (i) perform the same, and Grantee shall reimburse Grantor for the cost thereof, together with interest accruing thereon at an annual rate of interest equal to four percent (4.0%) in excess of the prime rate of interest announced from time to time by Wall Street Journal from and after the date of Grantor's demand therefore until the date of Grantor's receipt of full payment therefor, in addition to any other right or remedy available at law or in equity, or (ii) bring a civil action against Grantee for specific performance of such term, condition or agreement. Notwithstanding the foregoing, in the case of an emergency threatening life or substantial property damage, Grantor shall not be required to give prior notice but shall give notice as soon as reasonably possible after exercising the self help remedy.

3. Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee. Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of the Storm Water Facilities and its use of or presence on the Grantor's Property. Grantee's contractors shall name Grantor as additional insureds on its commercial general liability insurance (which shall be in an amount of not less than \$1,000,000.00) and shall, prior to going onto the Grantor's Property, provide Grantor evidence, satisfactory to Grantor, of such coverage.

4. All notices referred to in the Easement Agreement shall be in writing, may be made by the Grantor and the Grantee personally or by their respective counsel on their behalf, and shall be deemed effective when (i) received or refused if sent by certified mail, return receipt requested, postage prepaid, addressed to the intended recipient at the address specified in this section, (ii) sent by facsimile transmission, provided that if requested, receipt for such facsimile is verified by the sender and followed by notice sent in accordance with one of the other means set forth herein, or (iii) deposited into the custody of a recognized overnight delivery courier or delivery service, addressed as follows:

GRANTEE

H&S Property Holdings, LLC

GRANTOR

Wilkinson CGR, Cahaba Lakes, LLC



20130510000195500 2/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT



20130115000020210 2/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
01/15/2013 11:27:09 AM FILED/CERT

4972 Heather Dr.  
Birmingham, AL 35242

2100 Riveredge Parkway  
Suite 825  
Atlanta, GA 30328

5. This Agreement contains the entire understanding among the parties as to the subject matter hereof and supersedes any prior understanding and agreements between them respecting said subject matter. If any provision of this Agreement or the application hereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather enforced to the greatest extent permitted by Law. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by the internal laws of the State of Alabama without regard to its conflicts of laws principles. The exhibits referred to in and attached to this Agreement are incorporated herein in full by such reference. This Agreement may be executed in one or more original counterparts, all of which when taken together shall constitute one and the same original instrument. This Agreement shall not be effective until executed on behalf Grantor and Grantee and recorded in the Probate Office of Shelby County, Alabama

**TO HAVE AND TO HOLD**, all and singular, the easement rights and privileges above described unto the said Grantee, H&S PROPERTY HOLDINGS, LLC, its successors and assigns, forever.

*[Signatures begin on the following page.  
The remainder of this page has been intentionally left blank]*

  
20130510000195500 3/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT

  
20130115000020210 3/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
01/15/2013 11:27:09 AM FILED/CERT

**IN WITNESS WHEREOF**, the said Grantor, **WILKINSON CGR CAHABA LAKES, LLC**, has signed and sealed these presents on the date first above written.

**WILKINSON CGR CAHABA LAKES, LLC.**  
a Georgia limited liability company

By: **WREP III Manager, LLC**,  
a Georgia limited liability company,  
Its Managing Member

By: **The Wilkinson Group, Inc.**  
a Georgia corporation,  
Its Manager

By:  
Charles W. Brammer, Jr.,  
President



20130510000195500 4/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT

*Fulton*  
STATE OF ~~ALABAMA~~ Georgia

~~SHELBY COUNTY~~

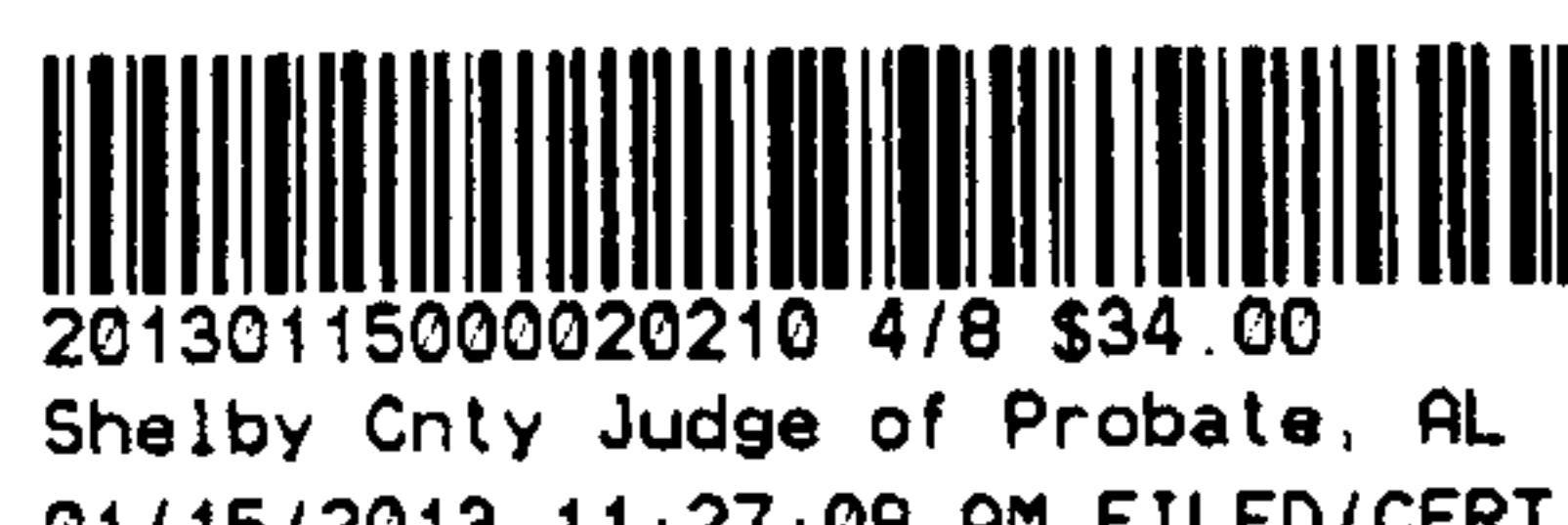
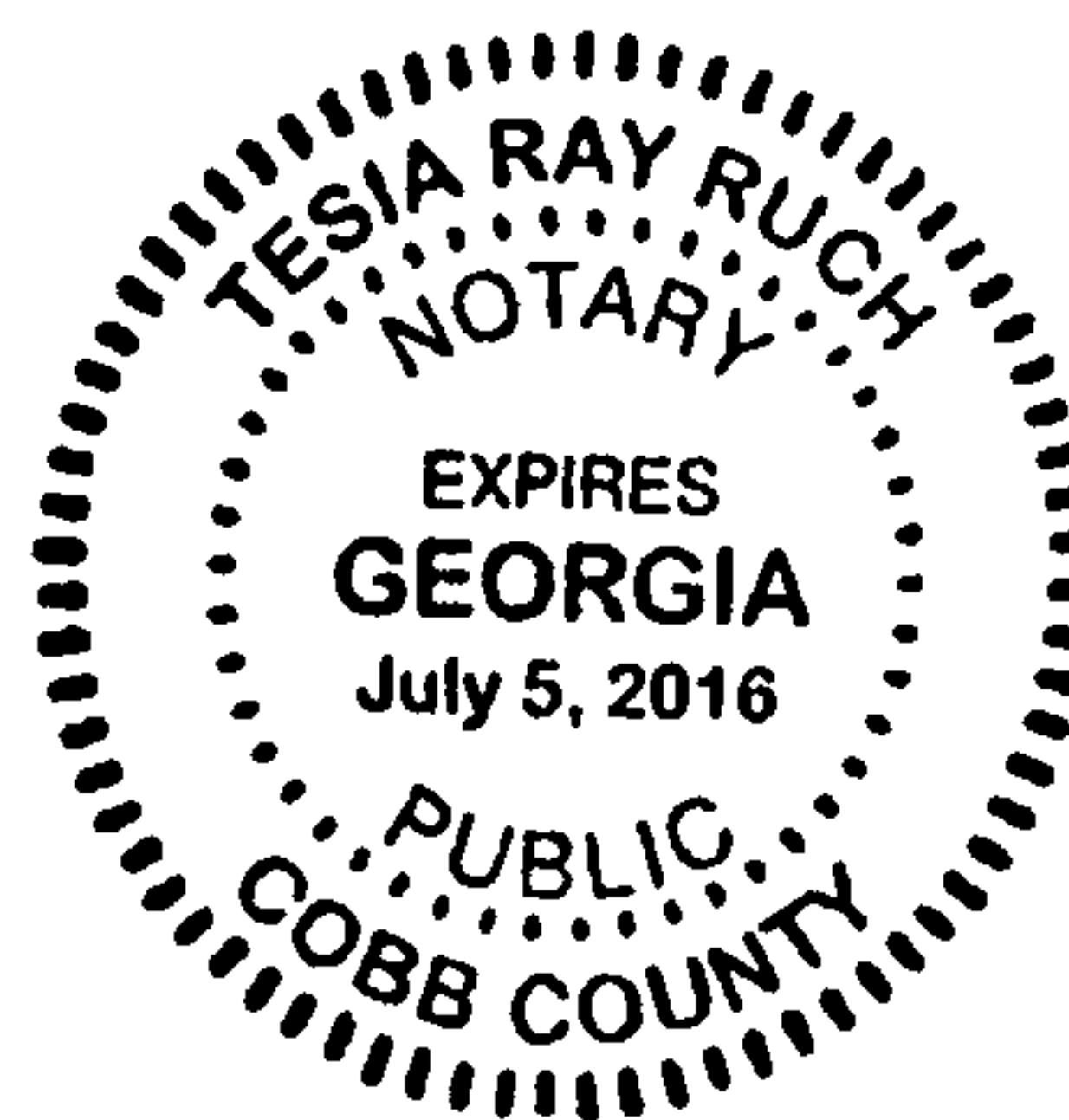
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles W. Brammer, Jr., whose name as President of the Manager of the Managing Member of Wilkinson CGR Cahaba Lakes, LLC, the Grantor, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, THEY, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 10<sup>th</sup> DAY OF January, 2013.

*Tesia Ray Ruch*  
Notary Public

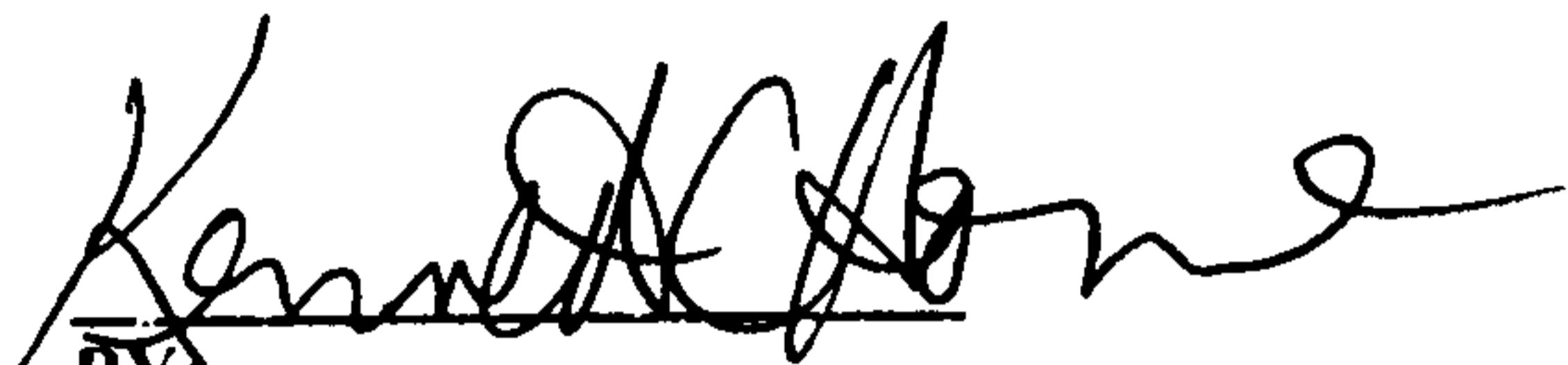
My Commission Expires:

July 5, 2016



**IN WITNESS WHEREOF**, the said Grantee, **H&S PROPERTY HOLDINGS, LLC**, an Alabama limited liability company, has signed and sealed these presents on the date first above written.

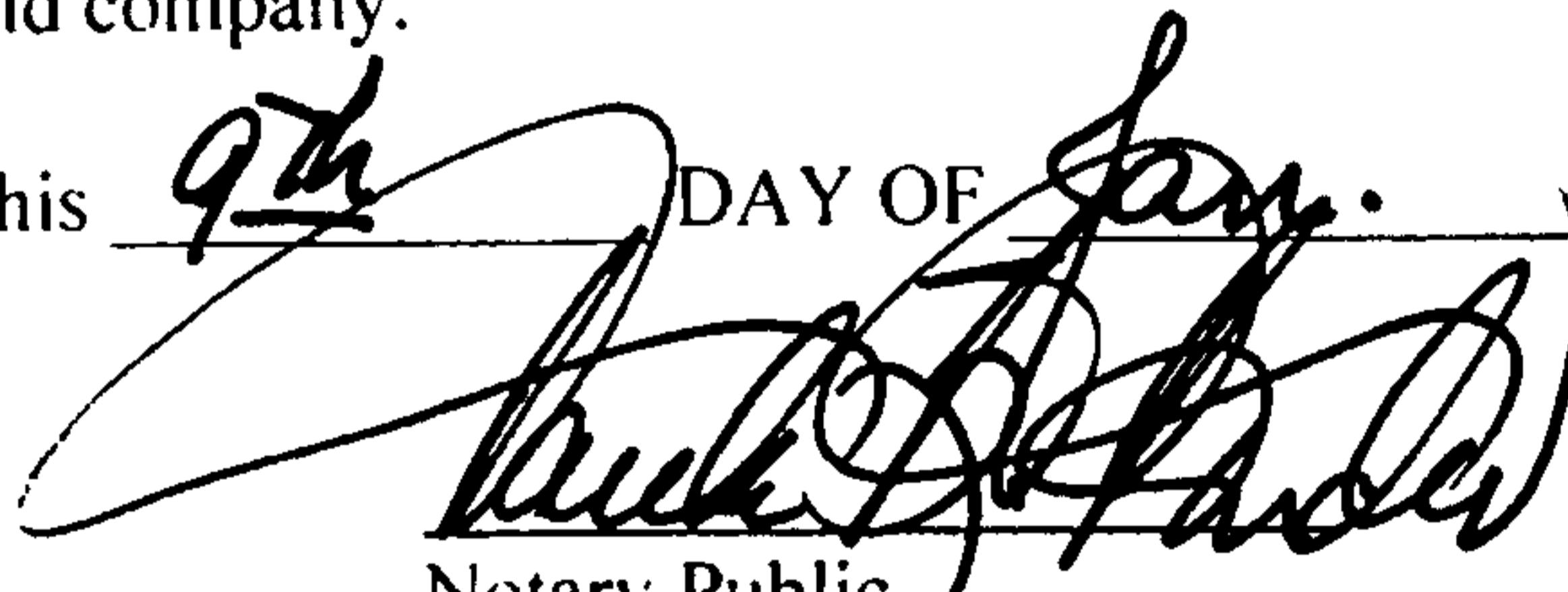
**H&S PROPERTY HOLDINGS, LLC,**  
**an Alabama limited liability company**

  
BY:

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that KENNETH L. HORNE whose name as CEO and is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, THEY, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 9th DAY OF May, 2013.

  
Notary Public

My Commission Expires:

PAULA B. PONDER
MY COMMISSION EXPIRES JANUARY 19, 2013



20130510000195500 5/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT

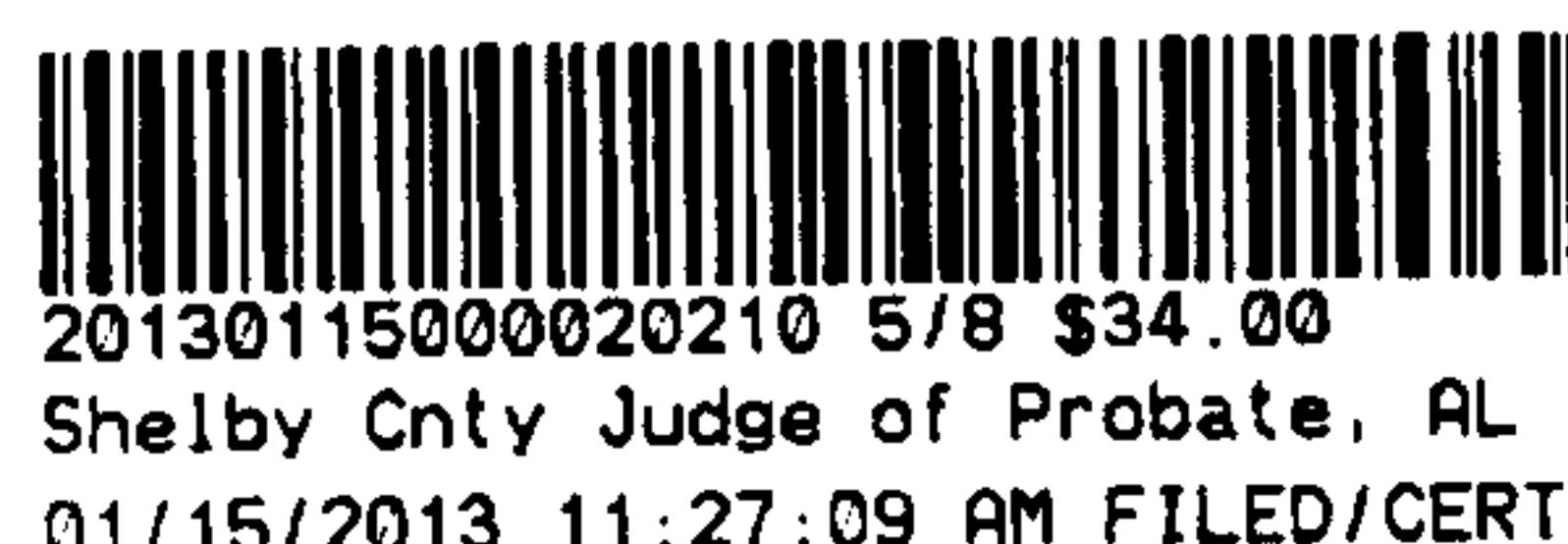


EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR'S PROPERTY

A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Southeast corner of said quarter section run in a Westerly direction along the South line of said quarter section for a distance of 311.91 feet to a point on the West right of way line of a public county road known as Cahaba Beach Road, said point being the Point of Beginning of the parcel herein described; from the point of beginning thus obtained run Westerly along said South line of said quarter section for a distance of 1009.39 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said section; thence turn an angle to the right of 87 degrees 52 minutes 43 seconds and run in a Northerly direction along the West line of the East half of the Northeast quarter of said Section 36 for a distance of 2687.32 feet to the Northwest corner of said East half of the Northeast quarter section; thence turn an angle to the right of 92 degrees 09 minutes 31 seconds and run in an Eaasterly direction along the North line of said section for a distance of 1314.78 feet to the Northeast corner of said section; thence turn an angle to the right of 87 degrees 42 minutes 06 seconds and run in a Southerly direction along the East line of said section for a distance of 2128.72 feet to a point on the West right of way line of said Cahaba Beach Road, said point lying in a curve to the left, said curve having a radius of 756.37 feet, a central angle of 15 degrees 33 minutes 20 seconds and a chord of 204.72 feet which forms an interior angle of 145 degrees 24 minutes 26 seconds with the East line of said section; thence run in a Southwesterly direction along the arc of said curve in said right of way for a distance of 205.35 feet to the end of said curve; thence run Southwesterly along said right of way and tangent to the last curve for a distance of 327.30 feet to the beginning of a curve to the right in said right of way; said curve having a central angle of 5 degrees 01 minute 58 seconds and a radius of 1111.0 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 97.58 feet to the Point of Beginning.



20130510000195500 6/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT



20130115000020210 6/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
01/15/2013 11:27:09 AM FILED/CERT

EXHIBIT B

**LEGAL DESCRIPTION OF THE GRANTEE'S PROPERTY**

**LEGAL DESCRIPTION TRACT A:**

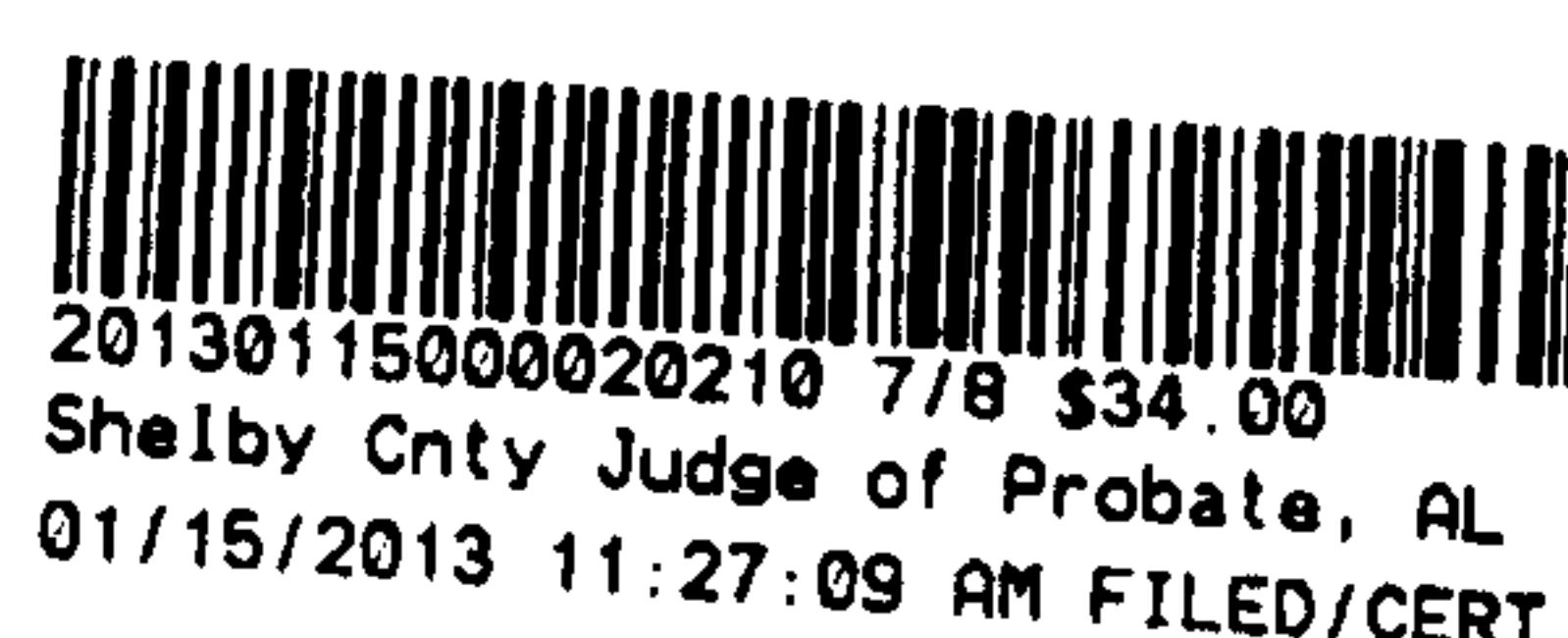
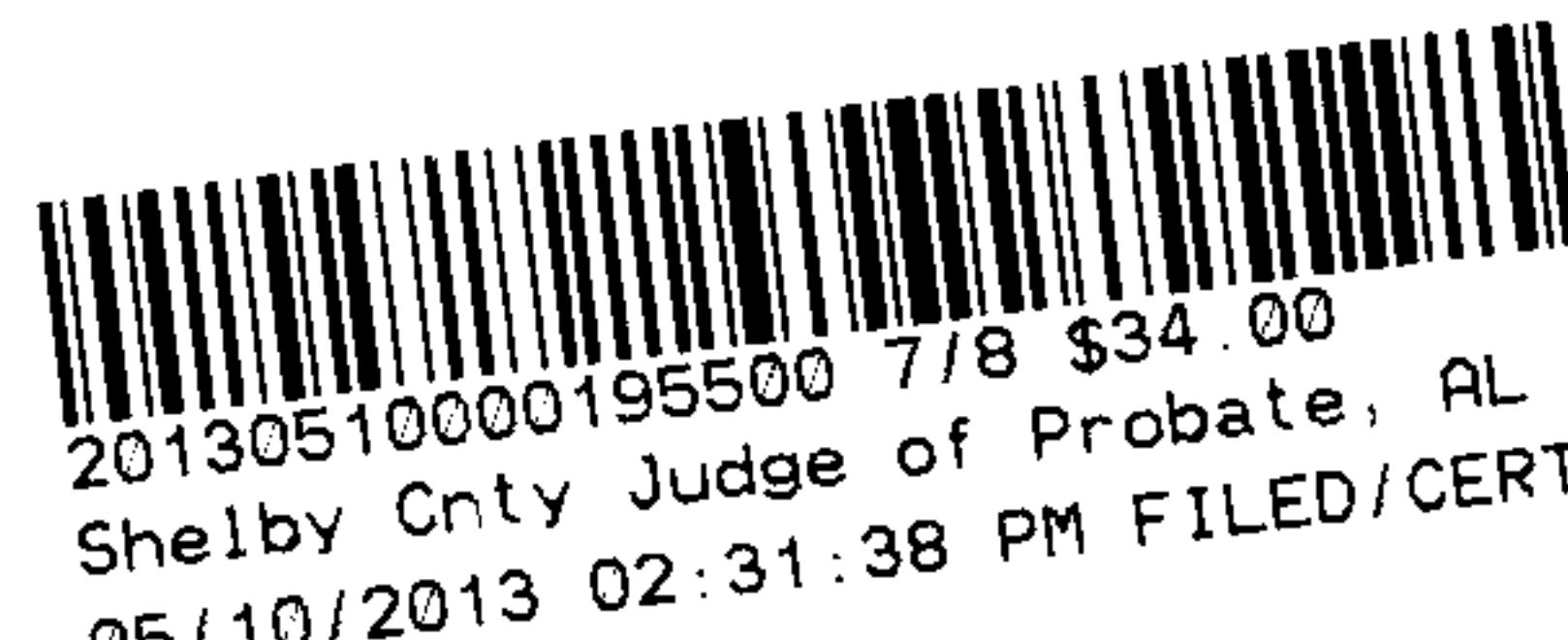
BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; THENCE NORTH 89°52'47" WEST ALONG SAID 1/4-1/4-1/4 SECTION, A DISTANCE OF 351.51 FEET; THENCE NORTH 00°15'09" WEST, A DISTANCE OF 210.00 FEET; THENCE NORTH 89°56'29" WEST, A DISTANCE OF 241.79 FEET; THENCE NORTH 34°13'51" WEST, A DISTANCE OF 79.32 FEET; THENCE NORTH 28°07'20" WEST, A DISTANCE OF 60.44 FEET; THENCE SOUTH 89°44'51" WEST, A DISTANCE OF 25.80 FEET TO A POINT ON THE WEST LINE OF SAID 1/4-1/4-1/4; THENCE NORTH 00°08'00" EAST, ALONG SAID WEST LINE, A DISTANCE OF 123.29 FEET TO A POINT ON THE SOUTHEASTERLY ROAD RIGHT OF WAY OF CAHABA BEACH ROAD AND A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 55°17'58" EAST, A RADIAL DISTANCE OF 748.25 FEET; THENCE NORTHEASTERLY ALONG THE ARC AND SAID ROAD RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 15°04'15", A DISTANCE OF 196.82 FEET; THENCE NORTH 49°46'17" EAST ALONG SAID ROAD RIGHT OF WAY, A DISTANCE OF 82.46 FEET; THENCE SOUTH 50°21'02" EAST, A DISTANCE OF 176.34 FEET; THENCE SOUTH 39°06'17" WEST, A DISTANCE OF 43.27 FEET; THENCE SOUTH 79°32'04" EAST, A DISTANCE OF 116.17 FEET; THENCE SOUTH 00°31'53" EAST, A DISTANCE OF 175.02 FEET; THENCE SOUTH 79°32'04" EAST, A DISTANCE OF 249.97 FEET TO A POINT ON THE EAST LINE OF SAID 1/4-1/4-1/4, THENCE SOUTH 00°33'42" EAST ALONG SAID EAST LINE, A DISTANCE OF 275.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 237,944 SQUARE FEET OR 5.46 ACRES.

**LEGAL DESCRIPTION TRACT B:**

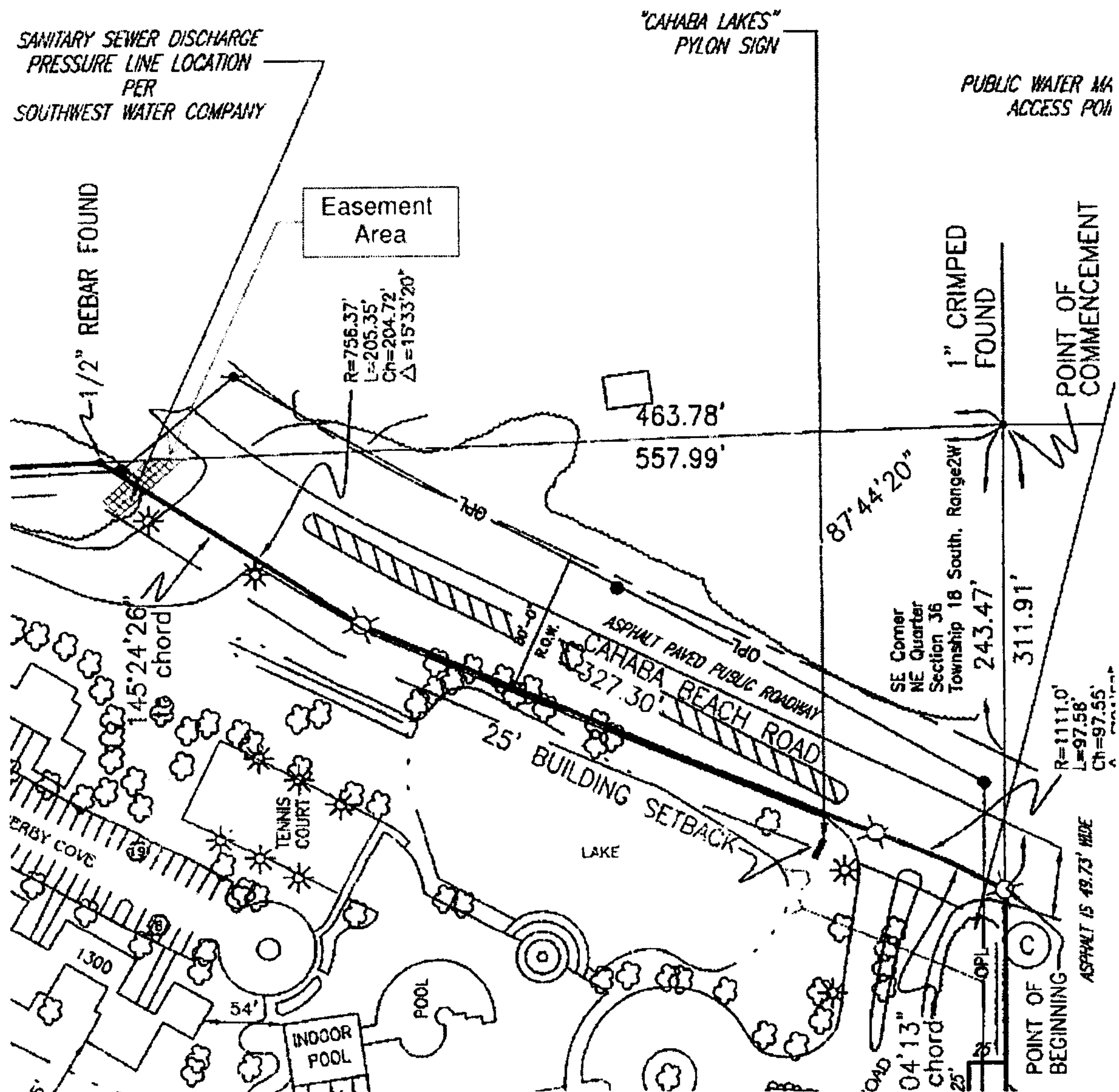
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 31, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA; THENCE NORTH 00°33'42" WEST ALONG THE EAST LINE OF SAID 1/4-1/4-1/4, A DISTANCE OF 275.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°32'04" WEST, A DISTANCE OF 249.97 FEET; THENCE NORTH 00°31'53" WEST, A DISTANCE OF 175.02 FEET; THENCE SOUTH 79°29'51" EAST, A DISTANCE OF 249.91 FEET TO A POINT ON THE EAST LINE OF SAID 1/4-1/4-1/4; THENCE SOUTH 00°33'42" EAST, A DISTANCE OF 174.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,918 SQUARE FEET OR 0.98 ACRES.



**EXHIBIT C**  
**DRAWING OF THE EASEMENT AREA**

The Easement Area shall consist of that portion of Grantor's Property cross-hatched on the drawing below:



20130510000195500 8/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
05/10/2013 02:31:38 PM FILED/CERT

20130115000020210 8/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
01/15/2013 11:27:09 AM FILED/CERT