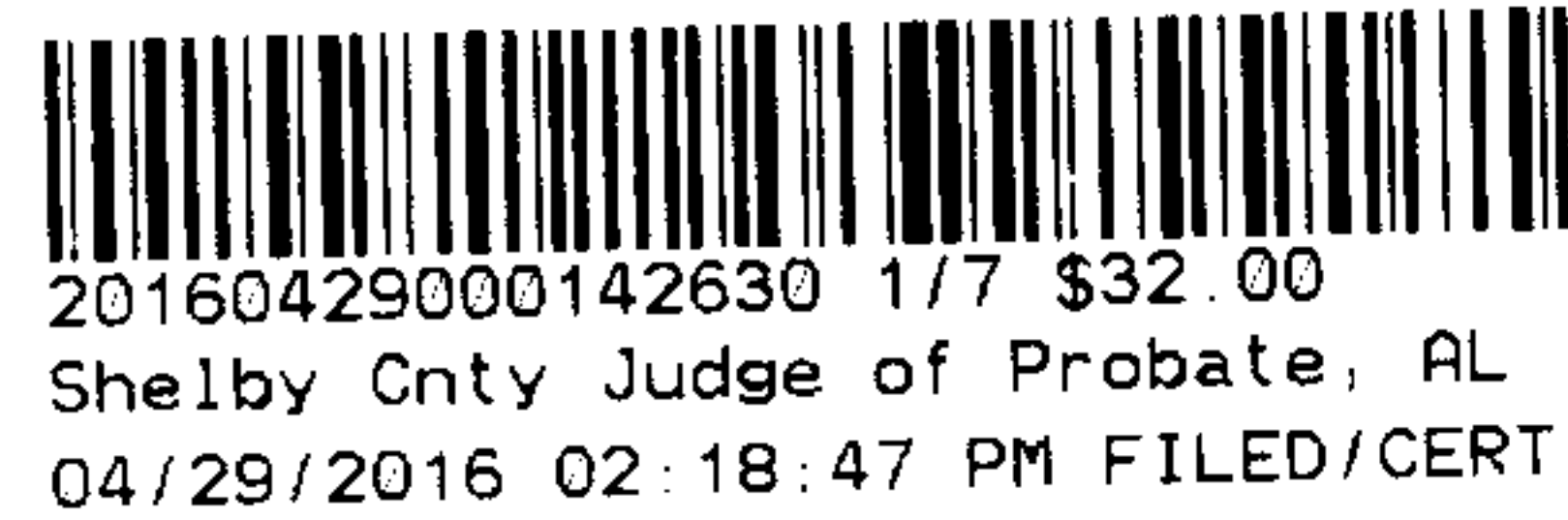


STATE OF ALABAMA)
 :
SHELBY COUNTY)



EASEMENT FOR SANITARY SEWER

KNOW ALL MEN BY THESE PRESENTS:

This EASEMENT FOR SANITARY SEWER is entered into effective the 28th day of April, 2016, by and among **THE HOUSING AUTHORITY OF THE CITY OF COLUMBIANA, ALABAMA**, a public body corporate and politic organized under the laws of the State of Alabama ("Grantor") and **THE CITY OF COLUMBIANA, ALABAMA** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that tract of land described in Deed Book 146 at page 444 and recorded in the Probate Office of Shelby County, Alabama, more particularly described on **Exhibit A** attached hereto (the "Land"); and

WHEREAS, Grantee has previously installed underground sanitary sewer mains, water supply lines, pipes and appurtenances on a portion of the Land and Grantee desires an easement across a part of the Land as illustrated in the Sanitary Sewer Exhibit of Mountain View Apartments attached hereto as **Exhibit B** (the "Easement Area"), being a part of Section 25, Township 21 South, Range 1 West, for the purpose of operating, maintaining and repairing a pump station, underground sanitary sewer mains, water supply lines, pipes and appurtenances upon the Easement Area; and

WHEREAS, Grantor has agreed to grant to Grantees a non-exclusive, perpetual easement for said pump station, underground sanitary sewer mains, water supply lines, pipes and appurtenances, subject to the terms and provisions set forth hereinbelow.

NOW, THEREFORE, in consideration of the recitals, Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other, the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) Subject to the terms and provisions hereof, Grantor does hereby grant, bargain, and convey unto Grantee, its agents, successors, and assigns a permanent non-exclusive easement for utilities lying in and running across the Easement Area, for the purpose of operating, maintaining and repairing a pump station, underground sanitary sewer mains, water supply lines, pipes and appurtenances upon the Easement Area (the "Easement").

TO HAVE AND TO HOLD, the Easement to Grantee, its heirs and assigns, forever, provided that Grantor herein shall have and expressly reserve to Grantor the right to use and enjoy the Easement Area, but such use and enjoyment by Grantor shall be in such a manner as to not interfere with the use thereof by Grantee, its heirs and assigns, as permitted herein.

(2) In connection with the exercise of the Easement, Grantee agrees to leave the property substantially as found upon entering the property but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor covenants that it has good and merchantable title to said property and good right to convey this easement.

(3) No use of or modifications to the lands within the easement may be made by Grantee or any others except as specifically permitted pursuant to this instrument. No other lands owned by Grantor shall in any manner be affected by this instrument nor are any rights or interests conveyed with respect to any lands, except those lands which are situated within the Easement Area and only as specifically set forth in this instrument.

(4) The installation of the pump station, underground sewer lines, water supply lines, pipes and appurtenances and the installation of fill material over said lines must be performed in strict conformity with the provisions of this instrument.

(5) Grantee hereby covenants that all activity on or about the Easement Area pursuant to this instrument shall be properly permitted by all governmental entities with jurisdiction over such activity, including but not limited to the Alabama Department of Environmental Management, and that all such activity shall be undertaken in a professional, careful and responsible manner, in full compliance with all applicable governmental laws, rules, codes, ordinances and regulations and in compliance with all applicable private covenants and restrictions.

(6) Grantee hereby covenants and agrees that Grantees shall maintain or cause its contractor to maintain during the entire period of the performance of the work permitted under this instrument within the Easement Area, at its costs, liability insurance.

(7) Grantor hereby reserves unto itself and its successors and assigns, the right to adjust the location of the sewer utilities within the Easement Area, and such other related purposes as Grantor or its successors and assigns shall deem appropriate, so long as Grantor shall continue to provide Grantee with access over and across the Easement Area for its sewer and water supply line utilities. In the event Grantor, its agent, successors and assigns exercise such right, any costs associated with Grantee's adjusting the location of the pump station and sewer and water supply line utilities within the Easement Area shall be borne by Grantor, its agent, successors and assigns.

(8) Grantor agrees for itself and its heirs and assigns that the pump station and all equipment related thereto on the Easement Area shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee.

(9) No amendments or modifications of this instrument shall be effective without the prior written consent of Grantor and Grantee, which consent may be withheld for any reason or for no reason except as otherwise provided herein. This instrument may be canceled or terminated only by the execution of a written instrument signed by all parties hereto at the time of such cancellation or termination.

(10) This instrument shall be binding upon, enforceable by and against and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this instrument shall bind and run with the land.

(11) By exercising its rights under this instrument, Grantee shall be deemed to have agreed to each of the terms and provisions hereof.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement for Sanitary Sewer to be executed by its duly authorized officer as of the date first above written.

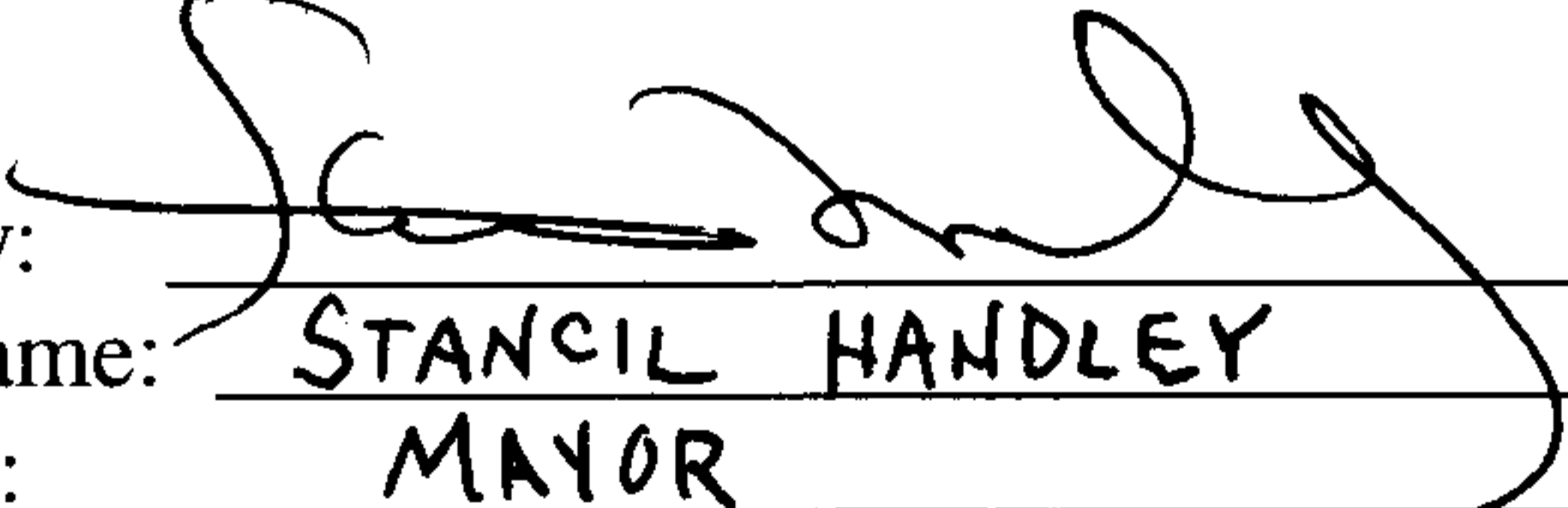
GRANTOR:


THE HOUSING AUTHORITY OF THE
CITY OF COLUMBIANA, ALABAMA

By: 
Name: Peggy Horton
Its: Executive Director

GRANTEE:

THE CITY OF COLUMBIANA,
ALABAMA

By: 
Name: STANCIL HANDLEY
Its: MAYOR


20160429000142630 3/7 \$32.00
Shelby Cnty Judge of Probate, AL
04/29/2016 02:18:47 PM FILED/CERT

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Peggy Horton, whose name as Executive Director of THE HOUSING AUTHORITY OF THE CITY OF COLUMBIANA, ALABAMA, a public body corporate and politic organized under the laws of the State of Alabama, 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 said instrument, she, as such Executive Director and with full authority, executed the same voluntarily for and as the act of said public body corporate and politic.


Given under my hand and official seal this 28 day of March, 2016.

Wanda Kirkland
Notary Public

[NOTARIAL SEAL]

My commission expires: May 17, 2016

STATE OF ALABAMA)
 :
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
04/29/2016 02:18:47 PM FILED/CERT

I, the undersigned, a notary public in and for said county in said state, hereby certify that STAN CIL HANDLEY, whose name as MAYOR of THE CITY OF COLUMBIANA, ALABAMA 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 said instrument, he or she, as such MAYOR and with full authority, executed the same voluntarily for and as the act of said city.

Given under my hand and official seal this 15 day of MARCH, 2016.

John Mark Frey
Notary Public

[NOTARIAL SEAL]

My commission expires: JAN. 3, 2018

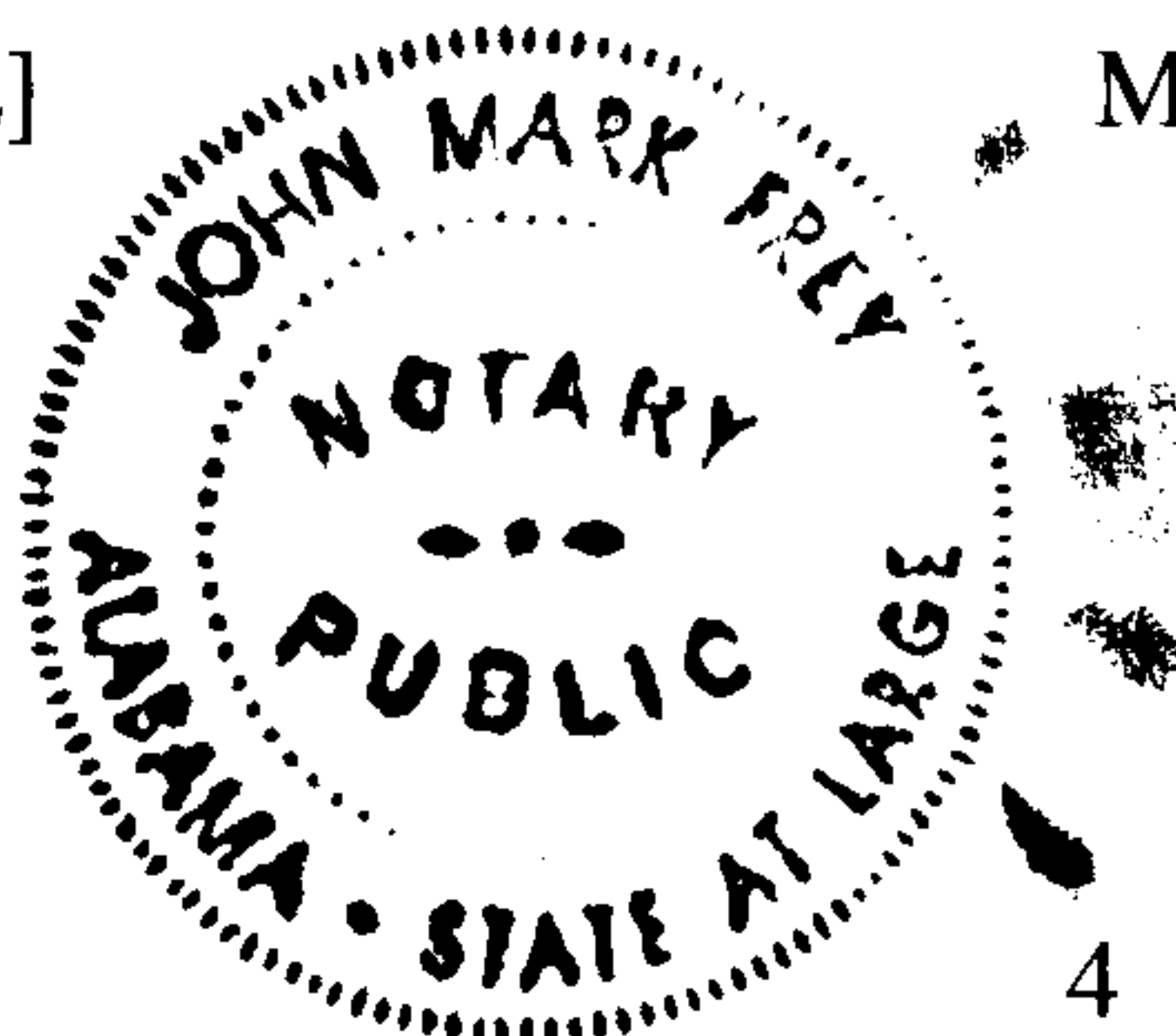


Exhibit A
(Grantor Property)

A TRACT OR PARCEL OF LAND CONTAINING 9.41 ACRES LOCATED IN AND BEING A PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT A 1/2" REBAR AND CAP STAMPED PRECISION CA-788 AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 1 WEST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA GO SOUTH 88°34'08" EAST 679.30 FEET TO A DISTURBED 1/2" REBAR & CAP STAMPED PRECISION CA-788; THENCE SOUTH 00°41'53" WEST 601.47 FEET TO A DISTURBED 1" PINCHED PIPE; THENCE NORTH 88°46'13" WEST 681.00 FEET TO A BROKEN 1" OPEN TOP PIPE; THENCE NORTH 00°51'43" EAST 603.84 FEET TO THE POINT OF BEGINNING.

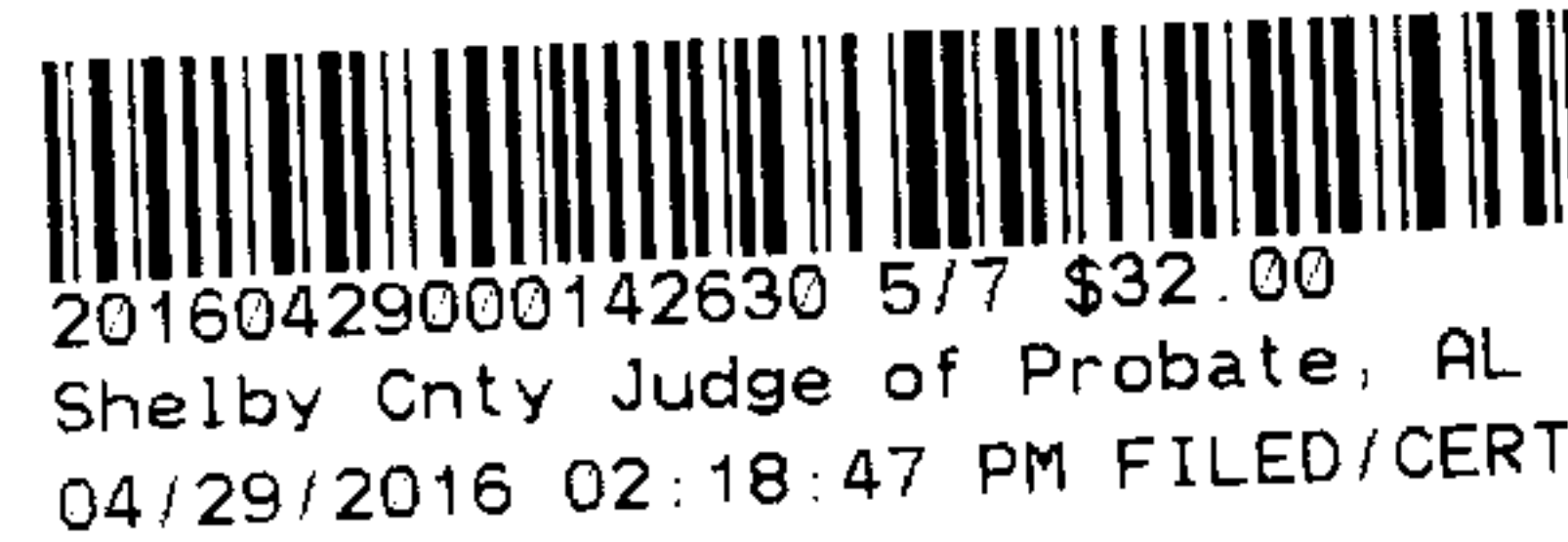


Exhibit B
(Survey Depicting Easement Area)



20160429000142630 6/7 \$32.00
Shelby Cnty Judge of Probate, AL
04/29/2016 02:18:47 PM FILED/CERT

NOTES:

SURVEY NORTH IS GRID NORTH BASED UPON ALABAMA EAST STATE PLANE COORDINATES, NAD83, BY GPS OBSERVATION.

BASIS FOR EXHIBIT:

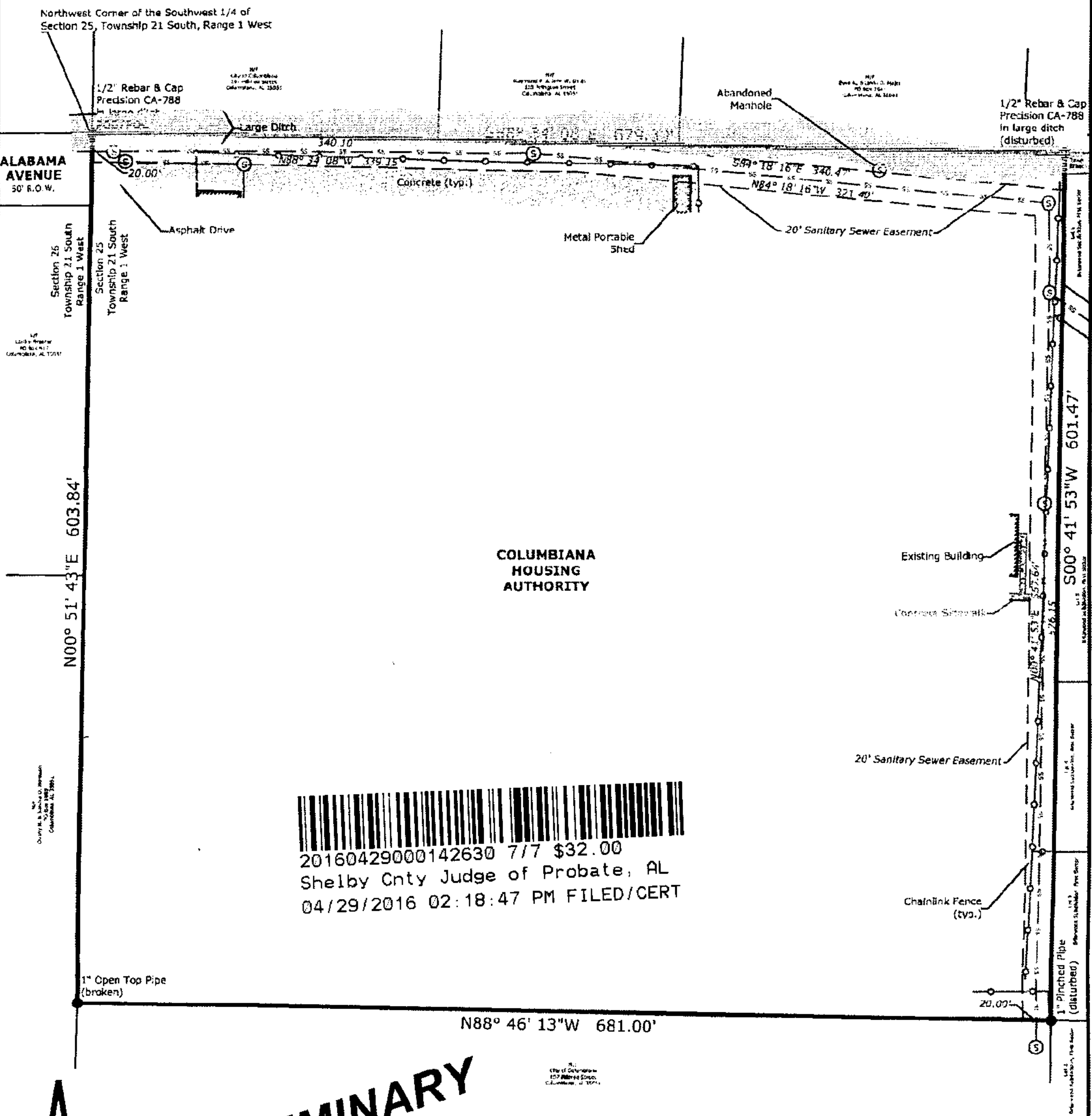
-DEED BOOK 146, PAGE 444, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.
-PLAT OF ALTA/ACSM LAND TITLE SURVEY FOR MOUNTAIN VIEW VILLAGE, LTD, BY BARRETT-SIMPSON, INC.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ATTORNEY'S TITLE OPINION OF TITLE COMMITMENT. THE SURVEYOR'S SEARCH OF PUBLIC RECORDS WAS LIMITED TO THOSE MATTERS AFFECTING THE BOUNDARIES OF THE SUBJECT PROPERTY ONLY. THERE MAY BE MATTERS OF RECORD, SUCH AS CONVEYANCES, EASEMENTS, RIGHT OF WAY, ETC. THAT AFFECT THE TITLE TO THE SUBJECT PROPERTY WHICH ARE NOT KNOWN TO THE SURVEYOR AND NOT DISCLOSED BY THIS SURVEY.

ALL IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS EXHIBIT.

LEGEND

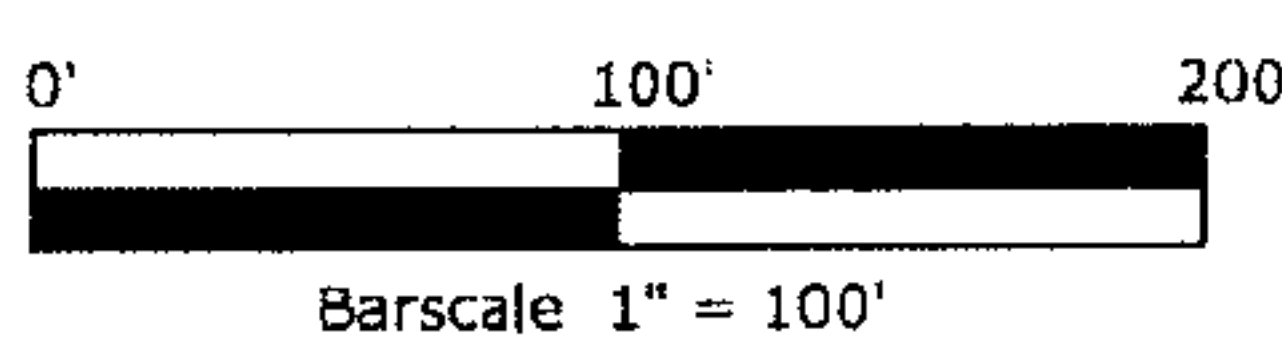
- Iron Found & Type
- R.O.W Right of Way
- R&C Rebar & Cap
- ⚡ Not To Scale
- (R) Record Bearing & Distance
- typ. Typical Example



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Shelby Cnty Judge of Probate, AL
04/29/2016 02:18:47 PM FILED/CERT



**PRELIMINARY
RELEASE**
(FOR REVIEW ONLY)
DATE OF ISSUE: 11-16-2015



I, Jonathan A. Ham, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Jonathan A. Ham, PLS
Alabama License No. 34761 Date:

Draw Date:	11/04/15
Drawn By:	JAH
Reviewed By:	JAH
Scale:	1" = 100'
Revised:	
Revised:	
Revised:	

SANITARY SEWER EXHIBIT OF
MOUNTAIN VIEW APARTMENTS
BEING A PART OF SECTION 25 TOWNSHIP 21 SOUTH,
RANGE 01 WEST
COLUMBIANA, SHELBY COUNTY, ALABAMA



BARRETT-SIMPSON, INC.
Engineers & Land Surveyors
706 12th STREET, PHENIX CITY, AL 36868 (PH 334-297-2423, FAX 334-297-2449)
121 W. BROAD STREET, EUFULA, AL 36027 (PH 334-687-4257, FAX 334-687-8829)
223 SOUTH 9th STREET, OPELIKA, AL 36861 (PH 334-745-7025, FAX 334-745-4357)

This document is not valid unless stamped with surveyor's seal.

Project Number: 15-0033