

20210813000395830
08/13/2021 03:45:29 PM
ESMTAROW 1/7

Parcel ID Nos.: 109300001004000, 104190001001019 and 109300001004043

After recording, return to:
Smith/Packett Med-Com, LLC
4423 Pheasant Ridge Road, SW, 301
Roanoke, VA 24014

DRAINAGE FACILITIES EASEMENT AGREEMENT

THIS DRAINAGE FACILITIES EASEMENT AGREEMENT ("Agreement") is entered into as of the 22nd day of June 2020, by and between PCS, LLC ("Grantor") and HOOVER AL INVESTORS, LLC, a Virginia limited liability company ("Grantee")

WITNESSETH, that Grantor owns the fee title to certain parcels of land situated in City of Hoover, County of Shelby, Alabama, more particularly identified as Parcel IDs 109300001004000 and 104190001001019, (collectively the "Grantor Property");

WITNESSETH, Grantee is the owner of a certain parcel of land situated in City of Hoover, County of Shelby, Alabama, more particularly identified as Parcel ID 109300001004043, having acquired title to said property in a deed recorded in the land records of Shelby County on May 8, 2020, as Instrument # 20200508000181350 (the "Grantee Property");

WITNESSETH, Grantee is developing a senior living community on the Grantee Property (the "Project");

WITNESSETH, the Grantee Property currently receives storm water from the Grantor Property;

WITNESSETH, the Project requires that the storm water from the Grantor Property enter the Grantee Property at a location to the north of the current location;

WITNESSETH, the drawing attached hereto as Exhibit A shows certain storm water facilities currently existing on the Grantor Property;

WITNESSETH, the Exhibit B attached hereto shows plans for the modified storm water facilities located on the Grantor Property (the "Facilities"); and

WITNESSETH, Grantee desires to acquire a storm water easement over a portion of the Grantor Property for the purpose of modifying, constructing, using, and installing the Facilities.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is mutually acknowledged and with intent to be legally bound, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor releases, remises and quitclaims unto Grantee, its successors and assigns, the right, privilege and easement to construct, use, modify, the storm sewer pipes, inlets and outfalls, and related improvements (the "Facilities"), in, across, over and along the areas depicted on Exhibit B, prepared by GMC, dated May 22, 2020, attached hereto, and incorporated herein (the "Plan"), and adjacent areas as may be reasonably required, provided that such rights shall be exercised by Grantee in a reasonable manner designed to cause minimum interference with the Grantor's use of the Grantor Property.

2. Construction. Grantee shall be solely responsible for the cost of installing the Facilities. Grantee shall obtain all required permits, certificates and approvals in connection with the construction and use of the Facilities. Upon completion, the Grantee shall obtain all requisite certificates of final approval from the proper authorities.

3. Non-exclusivity. The easement may be used by Grantor provided that such use shall not materially interfere with the Grantee's construction and use of the Facilities.

4. Development of the Grantor Property. The quantity and quality of the storm water discharged by Grantor into the Facilities shall be consistent with past usage. Nothing in this Agreement shall obligate the Grantee to maintain improvements on the Grantor's Property or otherwise obligate the Grantee to take storm water from the Grantor's Property in excess of the amount currently discharged.

5. Use and Occupancy During Construction. The Grantee's use of the easement during installation of the Facilities shall include using the easement for the installation of the Facilities, clearing, grading, excavation, operation and storage of machinery and equipment, and storage of topsoil, stone, pipe, and other materials and supplies.

6. Vegetation. The Grantee shall have the right to trim, or to the extent necessary, cut down any trees or other vegetation, within the easement which in Grantee's reasonable determination, menace the safe and efficient operation of the Facilities.

7. Relocation at Grantor's Request. Should Grantor at any time desire to relocate any part of the Facilities constructed hereunder because of Grantor's planned use of its property, Grantor shall be permitted, at its sole expense, to relocate said Facilities to another location provided drainage of the Grantee Property is not adversely impacted.

8. Other Structures. Grantor reserves the right to place and to permit others to place structures upon, over and under Facilities, provided that Grantor shall not construct or permit to be constructed any building or other structure upon, over or under the Facilities that materially interferes with the construction and use of the Facilities.

9. Restoration Work. Grantee shall promptly restore any property or improvements, including landscaping, which have been disturbed or damaged in connection with the exercise or use of the rights herein granted, to the same condition as existed prior to such disturbance or damage.

10. Compliance with Laws. Grantee shall comply with and conform to all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the Facilities.

11. Binding Effect. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representative, successors and assigns. The rights and obligations contained herein shall run with and shall bind and benefit the Grantee Property and Grantor Property, and all successors in title to all or any part thereof, in perpetuity.

12. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto and cannot be changed, modified, waived or cancelled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

[The remainder of this page is left intentionally blank.]

GRANTOR:
PCS, LLC

By: Michael L. Patterson
Name: Michael L. Patterson
Title: Secretary

STATE OF ALABAMA,
COUNTY OF SHELBY, to-wit:

On this _____ day of June, 2020, before me, the undersigned officer, personally appeared Michael L. Patterson, who acknowledged himself to be the Secretary of PCS, LLC, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Stephanie H. Larkin
Notary Public

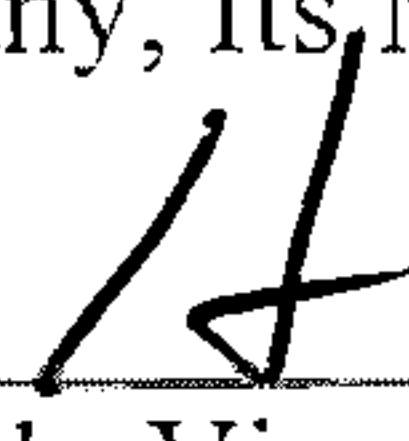
SEAL:



HOOVER AL INVESTORS, LLC, a Virginia limited liability company

By: SP HOOVER, LLC, a Virginia limited liability company, its sole member

By: Smith/Packett Med-Com, LLC, a Virginia limited liability company, Its Manager

By: 
Hunter D. Smith, Vice Chairman Manager

STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON, to-wit:

On this 19 day of June, 2020, before me, the undersigned officer, personally appeared Hunter D. Smith, Vice Chairman Manager of Smith/Packett Med-Com, LLC, the Manager of SP Hoover, LLC, the sole Member of Hoover AL Investors, LLC, personally known to me and acknowledged himself to authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.


Notary Public Deborah Kondracki

SEAL:



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EX. HEADWALL
INV.(48" RCP)=459.10

PCS, LLC
PID: 104190001001019

HOOVER AL
INVESTORS, LLC
PID: 109300001004043

4000
479.16
GMC CONTROL NAIL

EX. 48" RCP
FLOW

PCS, LLC
PID: 109300001004000

EX. YARD INLET
THROAT = 460.88
INV.(48" RCP IN)=NOT AVAILABLE
INV.(60" RCP OUT)=446.72

HARMONY AT RIVERCHASE
HOOVER, ALABAMA

SCALE: 1" = 30'

EXH. A

SUPPLEMENTAL DRAWING

GMC # AMGM170014

06/01/2020

DRAWN BY: —

2701 1st Avenue S
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM

PCS LLC PROPERTY
EXISTING STORM PIPE

GMC

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PROPOSED 113 LF 48" RCP
@ 0.50% SLOPE

PROPOSED YARD INLET
TOP=460.43
THROAT=459.10
INV.(48" RCP)=454.57

PCS, LLC
PID: 104190001001019

HOOVER AL
INVESTORS, LLC
PID: 109300001004043

4000
479.76
GMC CONTROL NAIL

PROPOSED 177 LF 48" RCP
@ 0.50% SLOPE

PCS, LLC
PID: 109300001004000

EX. YARD INLET
(CONTRACTOR TO GROUT FILL UP TO
NEW 48" INVERT)
THROAT = 460.88
INV.(48" RCP)=455.46

EX. 60" RCP TO BE
ABANDONED IN PLACE

HARMONY AT RIVERCHASE
HOOVER, ALABAMA

SCALE: 1" = 30'

EXH. B

SUPPLEMENTAL DRAWING

GMC # AMGM170014

06/01/2020

DRAWN BY: —

2701 1st Avenue S
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM

GMC

PCS LLC PROPERTY
PROPOSED STORM PIPE

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk

Shelby County, AL
08/13/2021 03:45:29 PM
\$42.00 BRITTANI
20210813000395830

Allen S. Byrd