

545

Prepared by:
Robert C. Walthall, Esquire
1400 Park Place Tower
Birmingham, Alabama, 35203

STATE OF ALABAMA)
SHELBY COUNTY)

SEWER EASEMENT

In consideration of the sum of Ten Dollars (\$10) paid by Realty Development Corporation, a Georgia corporation ("Grantee") to Southwood Park Estates, Inc., a corporation, and BHN Corporation, a corporation, as tenants-in-common and General Partners of Riverchase Properties ("Grantors") the receipt of which is hereby acknowledged, and in consideration of the agreements of the Grantee contained herein, the Grantors hereby grant unto the Grantee an easement over, along and through the hereinafter described real estate owned by the Grantors for the installation, maintenance and operation of a sanitary sewer pipeline, said real estate being described on Exhibit A attached hereto and made a part hereof.

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For the consideration herein, the Grantors grant to the Grantee the right of ingress to, and egress from, the above described right-of-way (hereinafter called Right of Way) across the real estate which is owned by the Grantor and located adjacent to the Right of Way (hereinafter called Real Estate), provided, that the Grantee's use of the Real Estate for ingress and egress may not interfere with any present or future use of the Real Estate by the Grantors, their successors, assigns, tenants, licensees or invitees. The Grantee may cut only such trees and underbrush as is necessary to install, operate and maintain said

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*Gay Martin Inc -
1211 - Valley Ave. West
Bham. Al. 352091*

sanitary sewer pipeline. The Grantors reserve for Grantors and for their successors, assigns, tenants, licensees and invitees the right to use the surface of the Right of Way and the areas above and beneath the surface of the Right of Way for all purposes that will not endanger, or unreasonably interfere with, the operation of said sanitary sewer pipeline.

In partial consideration of the granting of the Right of Way to the Grantee by the Grantors, the Grantee, for itself and for its successors and assigns, by the acceptance of this instrument, hereby agrees as follows:

1. The Grantee hereby indemnifies and holds the Grantors, their successors and assigns, harmless from and against all claims, actions, causes of action, demands, damages, losses and expenses (including, but not limited to attorneys' fees and court costs) of any kind which may be asserted against, or suffered by, the Grantors on account of, or arising out of or in connection with, the installation, maintenance or operation of said sanitary sewer pipeline.
2. The sanitary sewer pipeline will be installed at a sufficient depth so that the normal use of the surface of the Right of Way will not endanger or interfere with said sanitary sewer pipeline.
3. Grantee agrees to be responsible for restoring, repairing or replacing any pavement, curbing or landscaping on Grantors' real estate that may

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become damaged or impaired through the installation of said sewer pipeline. If the sanitary sewer line used by Grantors and Grantee cannot for any reason be dedicated to the appropriate municipality, Grantee agrees to pay its pro rata share of the annual maintenance and upkeep of said sewer line.

The rights granted hereby to the Grantee shall continue for only so long as no part of the Right of Way is abandoned for sanitary sewer pipeline purposes for any continuous period of at least twenty-four months.

The Right of Way is granted to the Grantee subject to: (a) all existing electric power transmission lines and other utility lines, facilities and equipment which are located on the Right of Way; and (b) all existing easements and rights-of-way affecting the Right of Way, whether or not of record.

The Grantors and their successors, assigns, tenants and licensees shall have the right to cross, at grade, above grade or below grade, the Right of Way with electric transmission lines, telephone lines, telegraph lines, pipelines and other utility facilities and equipment and with roads and driveways.

The Grantors and their successors, assigns, tenants and licensees shall have the right to use the Right of Way for any purposes which do not unreasonably interfere with the Grantee's use of the Right of Way in accordance with its rights hereunder.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed by their duly authorized officers on the 2ND day of AUGUST 1991.

SOUTHWOOD PARK
ESTATES, INC.

[Signature]
Witness

By [Signature]
Its PRESIDENT

BHN CORPORATION

[Signature]
Witness

By [Signature]
Its Vice-President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, [Signature], a Notary Public in and for said County in said State, hereby certify that [Signature], whose name as [Signature] of Southwood Park Estates, Inc., a corporation, and as General Partner of Riverchase Properties, under Joint Venture Agreement dated March 16, 1981, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and as General Partner of Riverchase Properties, a Joint Venture.

Given under my hand and official seal, this the 2nd day of August 1983.

[Signature]
Notary Public

My Commission Expires: 2/13/94

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Shedine Lucka, Notary Public in and for said County, in said State, hereby certify that Frank A. Nix whose name as Vice President of BHN CORPORATION, a corporation, and as General Partner of Riverchase Properties, under Joint Venture Agreement dated March 16, 1981, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and as General Partner of Riverchase Properties, a Joint Venture.

Given under my hand and official seal, this the 2nd day of August 1991.

Shedine Lucka
Notary Public

My Commission Expires: 2/13/94

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EXHIBIT A

LEGAL DESCRIPTION:

Commence at the southeast corner of the northwest one-quarter of Section 30, Township 19 South, Range 2 West; thence run in a westerly direction along the south line of the northwest one-quarter for a distance of 1170.59 feet; thence turn an angle to the right of 110 degrees 52 minutes 50 seconds and run in a northeasterly direction for a distance of 207.56 feet; thence turn an angle to the left of 15 degrees 58 minutes 58 seconds and run in a northeasterly direction for a distance of 178.66 feet; thence turn an angle to the right of 8 degrees 19 minutes and run in a northeasterly direction for a distance of 113.82 feet to the point of beginning of the centerline of a 20' easement lying 10' on either side of said centerline, from the point of beginning thus obtained continue along the last described course for a distance of 60.06 feet to the end of said centerline.

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 SEP -9 PH 3: 34

JUDGE OF PROBATE

1. Deed Tax	\$.50
2. Mfg. Tax	\$	
3. Recording Fee	\$	15.00
4. Indexing Fee	\$	2.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	19.50