

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

SEWER EASEMENT  
AGREEMENT

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of January, 1993 by and between Hill's Chevron, Inc., an Alabama corporation (the "Purchaser") and Thompson Nash Development Company, an Alabama general partnership (the "Seller").

W I T N E S S E T H:

THAT, WHEREAS, pursuant to Real Estate Sales Contract dated June 5, 1992, Seller agreed to sell and Robert E. Hill (hereinafter "Hill") agreed to purchase the following described real property lying, being and situated in Shelby County, Alabama (hereinafter referred to as the "Hill Property"), to wit:

Part of the N.W.  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, which is more particularly described as follows:

Commence at the Northwest corner of the N.W.  $\frac{1}{4}$  of said section; thence run East along the North line of said  $\frac{1}{4}$  section for 369.52 feet; thence 90°-00'-00" right and run Southerly for 1,089.47 feet to a point on a traverse line of Old Bishop Creek shown on a survey of a 7.40 acre tract, dated July 11, 1978, made by John E. Norton, Ala. Reg. P.E. and L.S. No. 10287; thence 57°-15'-38" left and run Southeasterly along said traverse for 317.57 feet; thence 26°-59'-56" left and continue along said traverse for 170.50 feet; thence 29°-51'-32" left and run along said traverse for 99.28 feet; thence 54°-36'-27" left and run along said traverse for 293.24 feet to point of spiral of a curve on U.S. Highway 31 So.; thence 05°-40'-36" left to the right of way tangent of said Highway; thence reverse course and from said tangent extended Southerly turn an angle to the right of 05°-40'-36" and run along said traverse line for 77.84 feet to the point of beginning; thence 88°-22'-28" right and run Westerly for 203.00 feet; thence 88°-59'-05" left and run Southerly for 278.73 feet to a point on said aforementioned traverse line 50.87 feet East of the 26°-59'-56" left call, said point being also in Old Bishop Creek; thence run along the centerline of said Old Bishop Creek for 261 feet, more or less, to the spiral curve right of way line of U.S. Highway 31 So.; thence run Northerly along said right of way line for 181 feet, more or less; thence run Westerly for 5.02 feet to the point of beginning; being situated in Shelby County, Alabama.

WHEREAS, pursuant to paragraph 19 of the Real Estate Sales Contract, Hill assigned his rights thereunder to the Purchaser; and

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SHELBY COUNTY JUDGE OF PROBATE  
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WHEREAS, after conveyance of the Hill Property, the Seller will continue to be seized and possessed of the following described real property lying, being and situated in Shelby County, Alabama (hereinafter the "Adjoining Property"), to wit:

A tract of land in the Northwest  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of the Northwest  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, thence East along the North line of said  $\frac{1}{4}$  section 369.52 feet; thence 90 degrees 00' 00" right, 1089.47 feet; thence 57 degrees 15' 38" left 39 feet, more or less, to the centerline of Old Bishop Creek and the point of beginning; thence meander along the centerline of said creek in a Southeasterly and Easterly direction 591 feet, more or less, to a point on a spiral curve to the left, said point also being on the West right-of-way line of U.S. Highway 31; thence 269 feet, more or less, in a Northerly direction along said curve and right-of-way; thence continue tangent to said curve and along said right-of-way, 564 feet, more or less, to the centerline of Bishop Creek, thence leaving said right-of-way, meander along the centerline of said creek in a Southwesterly direction 1,040 feet, more or less, to the intersection of Bishop Creek and Old Bishop Creek; thence in a Northeasterly direction along the centerline of Old Bishop Creek 89 feet, more or less, to the point of beginning and containing 7.40 acres, more or less; LESS AND EXCEPT the above described Hill Property.

WHEREAS, pursuant to the aforesaid Real Estate Sales Contract, Seller also agreed to convey unto Purchaser an easement for sanitary sewer line purposes; and

WHEREAS, pursuant to the aforesaid Real Estate Sales Contract and as otherwise agreed between the parties hereto, Seller agreed to reimburse Purchaser, in part, for Purchaser's installation of a sewer line at such time as Seller sold, lease or otherwise disposed of any part or all of the Adjoining Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid by Purchaser to Seller and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Grant of Sanitary Sewer Easement. The Seller hereby grants, bargains, sells and conveys unto Purchaser, its successors and assigns, an easement under and across the Adjoining Property for the purpose of installation and maintenance of a sanitary sewer line. Purchaser agrees that the sewer line which connects the Adjoining Property to the existing transmission lines shall be at least eight (8) inches in diameter. This easement is in the nature



of a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors and assigns.

2. Substitution of Specific Legal Description. It is agreed and understood that Seller, at its expense, may obtain a more accurate legal description of the aforesaid easement upon the installation of said sewer line and include same in an Addendum to this Agreement, which such Addendum shall be executed by the parties hereto and shall reference this Agreement; and, after the recording of such Addendum in the Probate Records of Shelby County, Alabama, such legal description shall control for purposes of the easement hereby granted. It is further agreed and understood that such easement shall be at least ten (10) feet wide, or such greater width as may be required by applicable law or regulations.

3. Reimbursement/Connection Fee. Seller acknowledges that the installation of the sewer line will benefit the Adjoining Property, in that it will connect the Adjoining Property to existing transmission lines. Accordingly, Seller agrees it will pay to Purchaser, or its assigns, the sum of Twelve Thousand and 00/100 Dollars (\$12,000.00) cash immediately upon the first to occur of the following:

(a) The transfer, sale, lease, taking by condemnation, or other disposition of any portion or all of, or any interest in, the Adjoining Property; excluding, however, a lease if the activities to be conducted by any lessee shall not involve the use of sanitary sewer lines installed by Hill or Purchaser.

(b) The dissolution of Seller.

(c) The commencement of commercial activities upon the Adjoining Property by, or for the account of, Seller or its partners, agents or employees, if such activities involve the use of sanitary sewer lines installed by Hill or Purchaser.

(d) The commencement of insolvency, bankruptcy or foreclosure proceedings against Seller.

It is further agreed and understood that the payment of said sum shall be in lieu of any compensation to which Hill or Purchaser might otherwise be entitled as a connection or "tap-on" fee upon connection to the sewer line by Seller or its successors and assigns; provided, however, Seller or such successors or assigns shall bear all expenses of any such connection.

4. Further Assurances. The parties hereto agree to execute such further and additional documents and take such action as necessary to effectuate the above and foregoing.

5. Default. If the amount described in paragraph 3 above is not paid in full within five (5) days of the occurrence of the

event giving rise to such payment, as aforesaid, the unpaid portion shall thereafter bear interest at the rate of fifteen (15%) per annum until paid. Seller further agrees to pay all costs of collection or attempting to collect such sum, including a reasonable attorney's fee, whether same be collected by suit or otherwise.

IN WITNESS WHEREOF:

PURCHASER:

HILL'S CHEVRON, INC.

By: Robert E. Hill  
Its President

THOMPSON NASH DEVELOPMENT COMPANY

By: R. L. Lusk  
a General Partner

STATE OF ALABAMA     )  
                                  )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Robert E. Hill, whose name is signed to the foregoing conveyance as President of Hill's Chevron, Inc. and who is known to me acknowledged before me on this day, that being informed of the contents therein, and with full authority, he executed the same voluntarily on the day the same bears date.

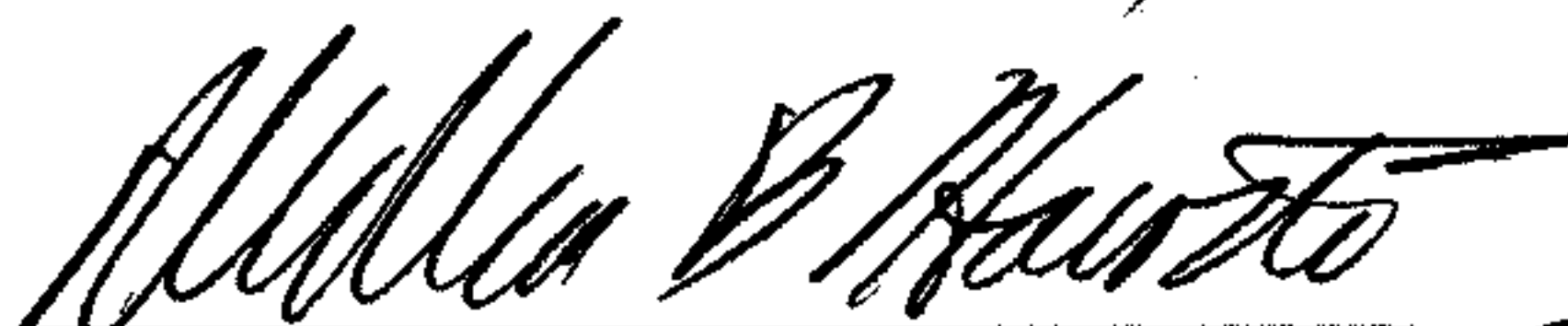
Given under my hand and seal this 7 day of January, 1993.

William B. Bowers  
Notary Public  
My Commission Expires: 6/7/95

STATE OF ALABAMA     )  
                                  )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that R. Nelson Nash, whose name is signed to the foregoing conveyance as a general partner of Thompson Nash Development Company and who is known to me acknowledged before me on this day, that being informed of the contents therein, and with full authority, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 7 day of January, 1993.



Notary Public

My Commission Expires: 6/7/95

THIS INSTRUMENT PREPARED BY:

William J. Bryant  
GORHAM & WALDREP, P.C.  
2101 6th Avenue North  
Suite 700  
Birmingham, Alabama 35203

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