

SHELBY COUNTY)

STATE OF ALABAMA)

EASEMENT

Know all men by these presents, that in consideration of ten dollars (\$10.00) and other valuable considerations in hand paid to The Water Works and Sewer Board of the City of Birmingham, a public corporation organized under and by virtue of the laws of the State of Alabama (hereinafter called Grantor), the receipt of which the Grantor hereby acknowledges, the Grantor does, to the extent of its rights, title and interest, grant, bargain, sell and convey unto Thornton Construction Company, Inc., (hereinafter called Grantee), its successors and assigns, an easement for, and right to construct and maintain, a Sanitary Sewer Pipeline across Grantor's property which is located in Section 33, Township 18 South, Range 1 West, Hoover, Alabama, Shelby County, Alabama and which is shown on the map which is attached hereto, made a part hereof, and marked "Exhibit A" and more particularly described as follows:

COMMENCE AT THE SW CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, HOOVER, SHELBY COUNTY, ALABAMA, AND RUN ALONG THE WEST LINE OF SAID SECTION HAVING A REFERENCE BEARING OF NORTH 00° 51' 25" WEST, A DISTANCE OF 1617.47 FEET TO A POINT. THENCE RUN SOUTH 89° 08' 35" EAST A DISTANCE OF 2436.14 FEET TO A POINT ON THE WESTERLY MOST CORNER OF A BWWSB PUMP STATION SITE; THENCE RUN NORTH 55° 33' 15" EAST A DISTANCE OF 91.41 FEET TO THE NORTHERLY MOST CORNER OF SAID PUMP STATION SITE; THENCE RUN SOUTH 34° 26' 45" EAST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF AN EXISTING RIGHT-OF-WAY FOR ACCESS TO A BWWSB WATER TANK SITE; THENCE RUN SOUTH 69° 52' 23" EAST A DISTANCE OF 314.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TANK SITE; THENCE RUN NORTH 56° 24' 15" EAST A DISTANCE OF 272.40 FEET ALONG THE NORTH BOUNDARY OF SAID TANK SITE TO A POINT; THENCE RUN SOUTH 33° 35' 45" EAST ALONG THE EAST LINE OF SAID TANK SITE A DISTANCE OF 331.09 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTER LINE OF A 30 FOOT WIDE, 15 FEET EACH SIDE OF THE LINE HEREIN DESCRIBED EASEMENT; THENCE RUN SOUTH 44° 25' 02" WEST A DISTANCE OF 331.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID TANK SITE AND THE ENDING POINT OF SAID EASEMENT, CONTAINING 0.22 ACRES, MORE OR LESS.

It is understood and agreed by and between the parties hereto and it is a term and condition of the grant of this easement that the Grantee shall construct said Sanitary Sewer Pipeline on Grantor's property in a workmanlike manner and maintain in good condition the aforesaid. The Grantee shall, at all times, maintain a minimum of thirty inches (30") of cover with material free of rocks, stone or other solid material over such proposed

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pipelines. The Grantor, its licensees, successors and assigns, hereby reserve and shall, at all times, have the right to enter on said easement and excavate or otherwise use same for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and replacing one or more pipelines or appurtenances in said easement.

It is expressly covenanted and agreed as a term and condition of this grant that this grant is without representation or warranty on the part of the Grantor, and that the Grantor assumes no responsibility for the condition or maintenance of the proposed Sanitary Sewer Pipeline that the Grantee will indemnify and hold the Grantor and its assigns harmless from all losses, liabilities, claims, actions, expenses and damages asserted against, or suffered by, the Grantor arising out of, or in connection with, the use of the easement hereby granted, whether resulting from the construction, maintenance or condition of the Sanitary Sewer Pipeline provided, however, nothing herein shall be interpreted so as to make the Grantee liable for any negligence of the Grantor. Notwithstanding the foregoing, the Grantor shall not be responsible for damage or injury to the Sanitary Sewer Pipeline interference with use thereof resulting from the laying, construction, installation, operation, maintenance, repair, renewal, replacement, relocation, removal, leakage or bursting of, or connection with, the Grantor's pipelines.

Thornton Construction Company, Inc., will, at its own expense, and within a reasonable time after written request by the Grantor to do so, remove and relocate all pipes, pipelines, and appurtenances which interfere with existing or future use of the property and easement area by the Grantor.

Together with the right of ingress to and egress from said strip of land across adjacent lands of the Grantor, and all the rights and privileges necessary or convenient for the full enjoyment and use of said easement for the purposes above designated, including the right to remove such trees and other growth which may be necessary or desirable in utilizing the said easement for the purposes for which the easement is granted. Grantee agrees that upon completing construction of its pipeline to clean said easement of all rubbish and/or debris and to restore as nearly as possible the original grade of the terrain and seed, mulch and grass the disturbed area.

This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto.

In witness whereof, The Water Works and Sewer Board of the City of Birmingham has caused this instrument to be executed for and in its behalf by the Its Chairman and President, and Thornton Construction Company, Inc., has caused this instrument to be executed for and in its behalf by William L. Thornton, III, Vice President, all as of this 11th day of Oct, 1994.

Witness:

[Signature]

The Water Works and Sewer Board
of the City of Birmingham

By

[Signature]

Horace W. Parker

Its Chairman-President

Witness:

[Signature]

Thornton Construction Company, Inc.

By

[Signature]

Title

Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Horace W. Parker, whose name as Chairman and President of The Water Works and Sewer Board of the City of Birmingham, a public corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal this the 10th day of October, 1994.

[Signature]
Notary Public

My Commission Expires

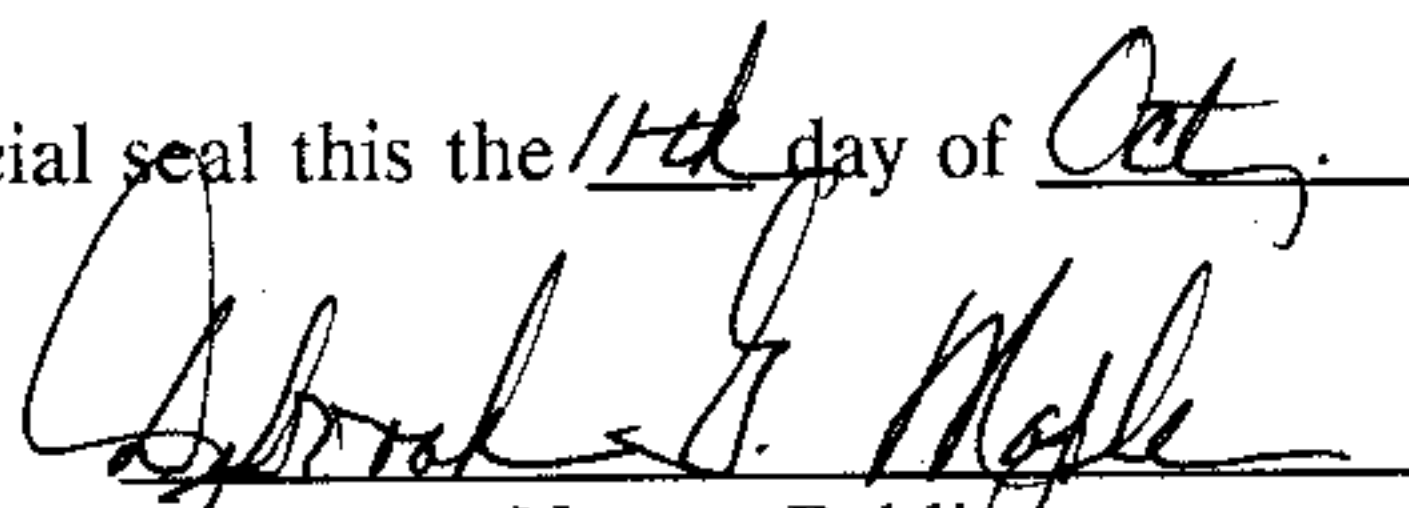
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Nov. 18, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)

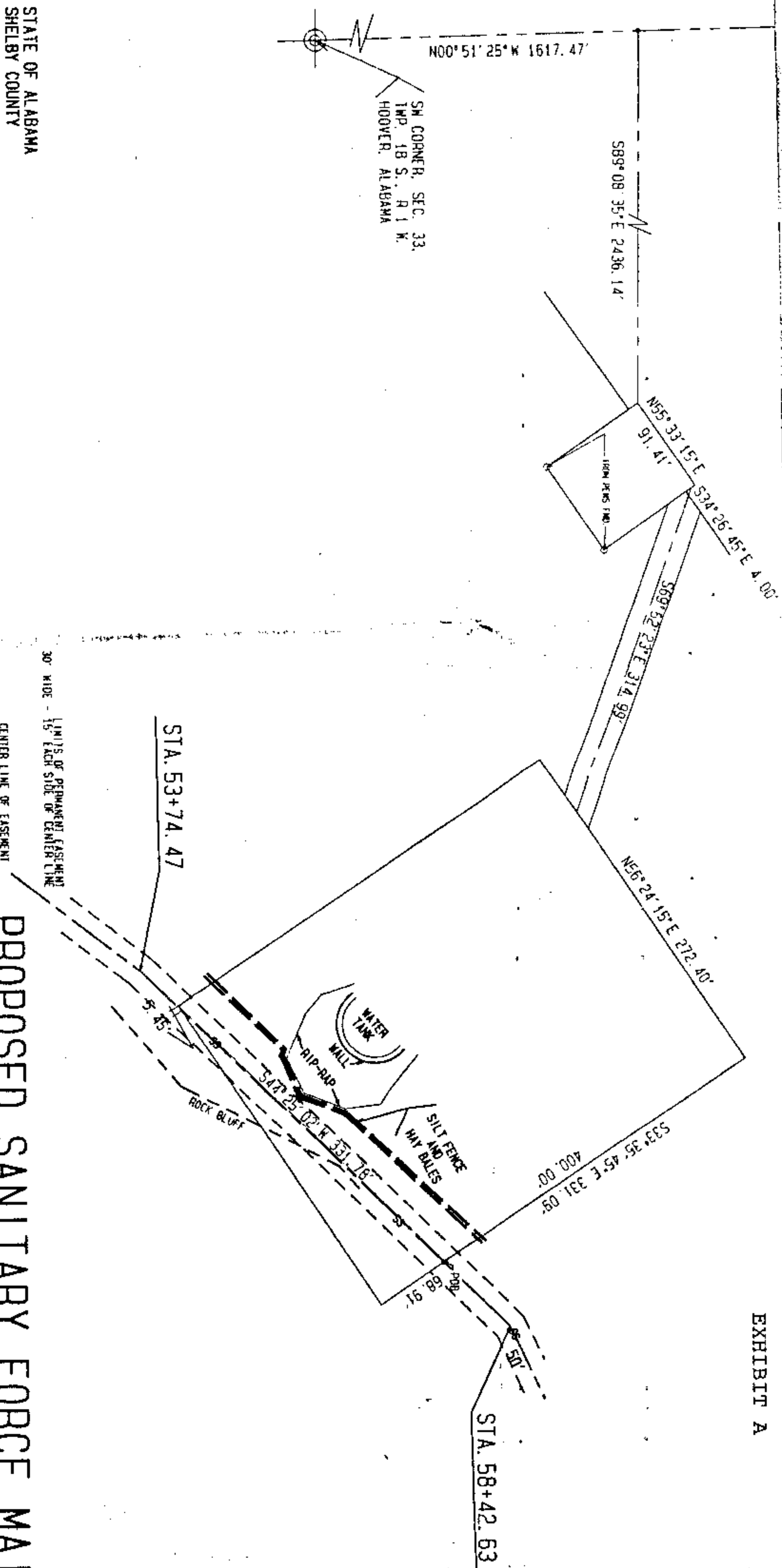
SHELBY COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Vice President of Thornton Construction Company, Inc., a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 14th day of Oct., 1994.


Notary Public

My Commission Expires: Oct. 16, 1996



STATE OF ALABAMA
SHELBY COUNTY

COMMENCE AT THE SW CORNER OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, HOOVER, SHELBY COUNTY, ALABAMA AN RUN ALONG THE WEST LINE OF SAID SECTION HAVING A REFERENCE BEARING OF NORTH 00° 51' 25" WEST A DISTANCE OF 1617.47 FEET TO A POINT; THENCE RUN SOUTH 89° 08' 35" EAST A DISTANCE OF 2436.14 FEET TO A POINT ON THE WESTERLY MOST CORNER OF A BWSB PUMP STATION SITE; THENCE RUN NORTH 55° 33' 15" EAST A DISTANCE OF 91.41 FEET TO THE NORTHEASTLY MOST CORNER OF SAID PUMP STATION SITE; THENCE RUN SOUTH 34° 26' 45" EAST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF AN EXISTING RIGHT-OF-WAY FOR ACCESS TO A BWSB WATER TANK SITE; THENCE RUN SOUTH 69° 52' 23" EAST A DISTANCE OF 314.99 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID TANK SITE; THENCE RUN NORTH 56° 24' 15" EAST A DISTANCE OF 272.40 FEET ALONG THE NORTH BOUNDARY OF SAID TANK SITE TO A POINT; THENCE RUN SOUTH 33° 35' 45" EAST ALONG THE EAST LINE OF SAID TANK SITE A DISTANCE OF 331.09 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTER LINE OF A 30 FOOT WIDE, 15 FEET EACH SIDE OF THE LINE HEREIN DESCRIBED, SANITARY SEWER FORCE MAIN EASEMENT; THENCE RUN SOUTH 44° 25' 02" WEST A DISTANCE OF 331.78 FEET TO A POINT ON THE WESTERLY LINE OF SAID TANK SITE AND THE ENDING POINT POINT OF SAID EASEMENT, CONTAINING 0.22 ACRES, MORE OR LESS.

PROPOSED SANITARY FORCE MAIN EASEMENT LOCATION

FOR A 10" DUCTILE IRON PIPE
SITUATED IN
SECTION 33, TWP 18 S., R 1 W
HOOVER, ALABAMA



PARAGON ENGINEERING, INC.
SUITE 230 2320 S. HIGHLAND AVE.
BIRMINGHAM, ALABAMA 35205
PROJ. N° 594C12
CAD FILE 594C12S.*
REVISED SEPT. 29, 1994 TO
DELETE 60' CONST. ESM'T.
Inst # 1994-31746
SEP 29 1994
P A R A G O N
ENGINEERING INC.



A. FRAZIER CHRISTY, P.E. AND P.L.S. N° 10264

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