

PERMANENT EASEMENT

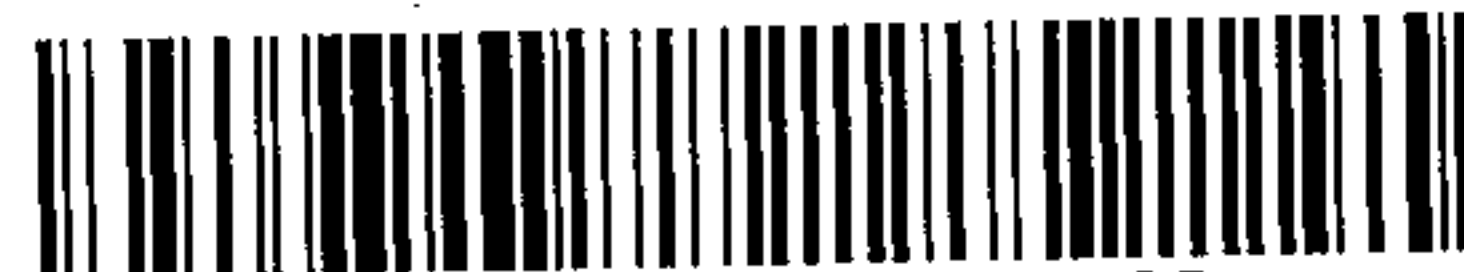
3010

R. J. Dick, Inc., a New Jersey corporation, Dick-Precismeca, Inc., an Iowa corporation, and The Industrial Development Board of The Town of Alabaster, Alabama, a public corporation [Grantors], in consideration of One Dollar (\$1.00) and other valuable consideration paid by the City of Alabaster, Alabama, receipt of which is acknowledged, grant, transfer, and convey to the City of Alabaster, Alabama, a municipal corporation [Grantee], its successors and assigns, a 10-foot-wide perpetual easement, in Shelby County, Alabama and described as follows:

Description of a 10 foot wide easement, the southwest line of said easement described as follows: Part of the NE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the southwest corner of the NE 1/4 of NE 1/4 of said section, run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 29.39 feet, thence turn an angle to the left of 114° 55' 25" and run in a northwesterly direction for a distance of 658.59 feet more or less, to a point on the southerly right-of-way line of the Alabaster Industrial Road being the point of beginning, thence turn an angle to the right of 180° 00' and run in a southeasterly direction for a distance of 1,486 feet, more or less, to the centerline of Buck Creek as presently located, being the point of ending.

This easement is executed, delivered, and granted upon the following conditions:

1. This easement is granted for the purposes of installing, using, replacing, and maintaining a sanitary sewer, including the right to clean, repair, replace, and care for said facility, and the right of reasonable access to said easement for such purposes.
2. The rights granted herein shall not be construed to interfere with or restrict Grantors' use of the premises with respect to the construction and maintenance of improvements along and over said real estate so long as they are constructed so as not to impair the strength or interfere with the use and maintenance of said sewer. If it becomes necessary to remove any or all of such improvements to permit Grantee to maintain, repair, or replace said sewer, Grantors will bear the cost of any such removal and any replacement thereof.
3. Grantors shall have the right to construct any building up to the permanent easement line.



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Shelby Cnty Judge of Probate, AL
10/10/1977 12:00:00AM FILED/CERT

*Wick Cairns
Scott Long Realty*

4. Grantors shall have the right of domestic sewage treatment for an unlimited number of employees.

5. Grantors may tap into said sanitary sewer without charge, provided that they tap in to one of the four taps that will be installed in said line by the Developer.

6. This easement shall run with the land, is nonexclusive, and is subject to all existing easements of record. Grantee shall hold Grantors harmless from any and all damages and claims arising from Grantee's negligence in connection with the exercise of its rights hereunder.

CONSTRUCTION EASEMENT

Grantors also grant, transfer, and convey to Grantee a temporary construction easement over, under, and through a strip of land 25 feet wide, the southwest line of said easement described as follows:

Part of the NE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the southwest corner of the NE 1/4 of NE 1/4 of said section, run in an easterly direction along the south line of said 1/4-1/4 section for a distance of 29.39 feet, thence turn an angle to the left of 114° 55' 25" and run in a northwesterly direction for a distance of 658.59 feet more or less, to a point on the southerly right-of-way line of the Alabaster Industrial Road being the point of beginning, thence turn an angle to the right of 180° 00' and run in a southeasterly direction for a distance of 1,486 feet, more or less, to the centerline of Buck Creek as presently located, being the point of ending.

This easement is granted for such purposes as may reasonably be required by Grantee to facilitate construction of the sanitary sewer. Grantee shall replace any soil disturbed in the exercise of its rights hereunder, reseed as required, and do all other things reasonably required to place the property in approximately the same condition as prior to exercise of Grantee's rights. This construction easement shall automatically expire on September 23, 1978.

Executed at the places and on the dates of the parties' respective acknowledgments.

R. J. DICK, INC.

By

John T. Richards, Vice-President

Attest:

Harry O. Smedley, Secretary-Treasurer

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THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF ALABASTER

Attest:

L. L. Barton

By AR Busby
President of the Board
of Directors

DICK-PRECISMECA, INC.

Attest:

Debbie Davis

By Charles Davis
Charles Davis, Vice-President

TOWN OF ALABASTER

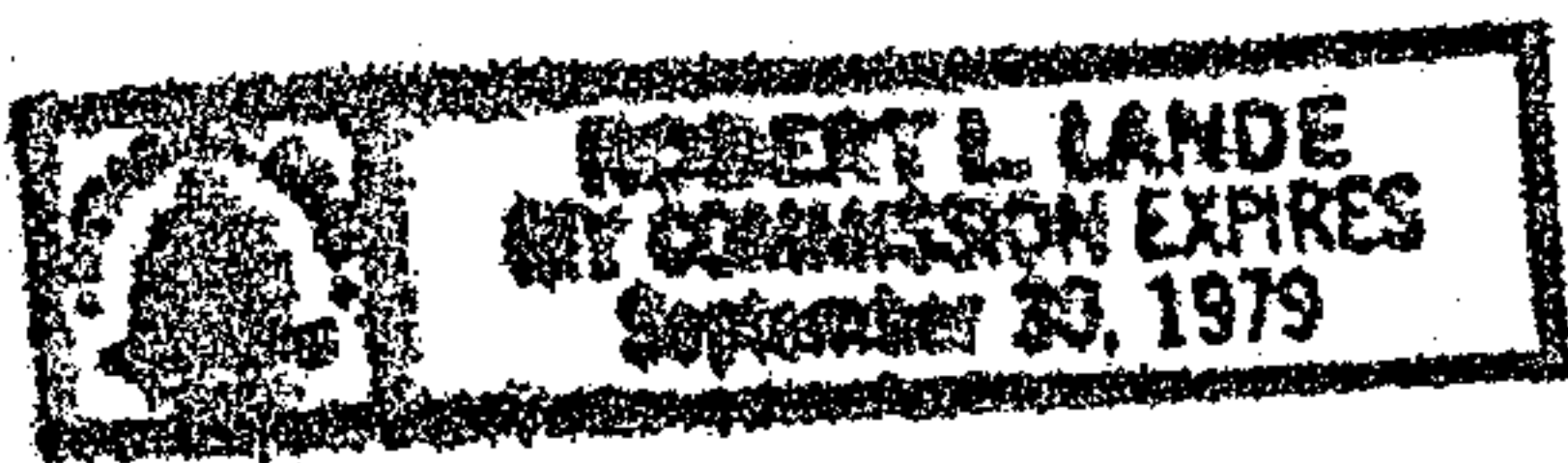
Attest:

Harold L. Davenport

By Harold L. Davenport
Harold L. Davenport, Mayor

STATE OF IOWA, MUSCATINE COUNTY, ss.

On September 26, 1977, before the undersigned Notary Public in and for said County and State, personally appeared John T. Richards and Harry O. Smedley, to me personally known; being duly sworn, they stated that they are the Vice-President and Secretary, respectively, of the corporation executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and, as such officers, they acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, voluntarily executed by it and by them.



Robert L. Lande
Notary Public in and for Said
County and State

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Shelby Cnty Judge of Probate, AL
10/10/1977 12:00:00AM FILED/CERT

STATE OF ALABAMA, SHELBY COUNTY, ss.

On 10-7, 1977, before the undersigned Notary Public in and for said County and State, personally appeared A. L. Busby and L. L. Barton, to me personally know; being duly sworn, they stated that they are the President of the Board of Directors and Secretary, respectively, of the Board executing the foregoing instrument, that (the seal affixed thereto is the seal of) (no seal has been procured by) the Board, and that the instrument was signed (and sealed) on behalf of the Board by authority of its Board of Directors; and, as such officers, they acknowledged the execution of said instrument to be the voluntary act and deed of the Board, voluntarily executed by it and by them.

Marathy Henry
Notary Public in and for Said
County and State

STATE OF ALABAMA, SHELBY COUNTY, ss.

On SEPTEMBER 28, 1977, before the undersigned Notary Public in and for said County and State, personally appeared Charles Davis and DEBBIE DAVIS, to me personally known; being duly sworn, they stated that they are the Vice-President and _____, respectively, of the corporation executing the foregoing instrument, that no seal has been procured by the corporation, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and, as such officers, they acknowledged the execution of said instrument to be the voluntary act and deed of the corporation, voluntarily executed by it and by them.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 OCT 10 AM 11:02

John Burdette Bates
Notary Public in and for Said
County and State

Deed 50

Rec. 6.50

Index 1.00

8.00

STATE OF ALABAMA, SHELBY COUNTY, ss.

On 10-7, 1977, before the undersigned Notary Public in and for said County and State, personally appeared Harold L. Davenport and Marathy Henry, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Nina R. Thumberg
Notary Public in and for Said
County and State

