STATE OF ALABAMA )
SHELBY COUNTY )

Print.

PERMANENT EASEMENT FOR SANITARY SEWER TEMPORARY EASEMENT FOR RIGHT OF INGRESS AND EGRESS

This Agreement made this 15th day of September , 1980, by and between Riverchase Townhomes, I, Ltd. and Riverchase Townhomes, II, Ltd., with James D. Davenport being the General Partner of both Limited Partnerships, hereinafter referred to as Grantees hereunder, which expression shall include their agents, assigns or successors in title, where the context of this instrument so requires or admits and Annie Laurie Goss, hereinafter referred to as Grantor, which expression shall include her heirs, executors, administrators, agents, assigns or successors in title, where the context of this instrument so requires or admits;

WHEREAS, the Grantor is the owner and title holder of certain real estate located in Shelby County, Alabama, more particularly described as follows:

Lot 23, according to the survey of Davenport's Addition to Riverchase West, Sector 2, as recorded in Map Book 8 pages 10 & 10A in the Probate Office of Shelby County, Alabama.

CO COND, WHEREAS, the Grantees are the owners and title holders to certain other real estate located in Shelby County, Alabama, which adjoins Grantor's property to the Southeast of same,

AND, WHEREAS, the Grantees are contemplating and are in the process of carrying out additional townhome construction on their said adjoining property, which construction will require an extension of the existing sanitary sewer lines across the property owned by the Grantor and which construction shall require a temporary easement for the purpose of constructing said sewer line extension across Grantor's property,

AND, WHEREAS, the parties hereto have agreed that for good and valuable consideration, including the payment of Ten and 00/100 (\$10.00) Dollars, paid by the Grantees to the Grantor, that the Grantor shall and does hereby grant, bargain, sell and convey a twenty (20') foot wide permanent sanitary sewer easement and a forty-five (45') foot wide temporary construction easement over, across, under and through the Grantor's above referred to real property, in accordance with the attached drawing which is marked as Exhibit A hereto and which is

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intended to become a part of this easement and specifically over, across, under and through a portion of Grantor's property more purticularly described as follows:

Part of Lot 23, Davenport's Addition to Riverchase West Sector 2 as recorded in the office of the Judge of Probate Shelby County, Alabama, in Map Volume 8, page 10, being more particularly described as follows:

From the northeast corner of said lot 23, run in a southerly direction along the east line of said Lot 23 for a distance of 85.73 feet to the point of beginning, thence turn an angle to the right of 145°20' and run in a northwesterly direction for a distance of 78.47 feet, thence turn an angle to the right of 36°30' and run in a northerly direction for a distance of 28.03 feet, more or less, to the north line of said Lot 23, being the point of ending.

The purpose of this easement conveyance by Grantor is to allow a permanent twenty (20') foot wide sanitary sewer easement and to allow a temporary forty-five (45') foot wide construction easement with all rights of temporary and permanent ingress and egress across said property, to and for the benefit of the Grantees and their agent, assigns or successors in title.

NOW, THEREFORE, in accordance with the terms and provisions of this agreement and for the considerations previously set out herein and for other good and valuable consideration, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, an easement over, across, under and through that portion of Grantor's property above described and in accordance with the attached Exhibit A, for the purpose of permanent sanitary sewer easement and temporary construction, ingress and egress rights, together with all rights, easements, privileges and appurtenances in and to said subject property, which may be required for the full use and enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the same unto said Grantees, their agents, assigns, and successors in title forever.

IN WITNESS WHEREOF, the Grantor has hereinto set her hand and seal this the day and year first above written.

ANNIE LAURIE GOSS

STATE OF ALABAMA )
SHELBY COUNTY )

I, the undersigned Notary Public in and for said county and

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state, hereby certify that Annie Laurie Goss, an unmarried woman, whose name 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 this conveyance, she has executed the same voluntarily and of her own free will on the day the same bears date.

Given under my hand and official seal this 15 day of leptender, 1980.

NOTARY PUBLIC FOR ALABAMA

My commission expires: 8-7-84

ACCEPTED AND AGREED TO by the Grantees above named, this

15 day of Systember, 1980.

RIVERCHASE TOWNHOMES, I, LTD.

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RIVERCHASE TOWNHOMES, II, LTD.

JAMES D. DAVENPORT, GENERAL PARTNER

JAMES D. DAVENPORT, GENERAL PARTNER

STATE OF ALABAMA)
SHELBY COUNTY )

I, the undersigned Notary Public in and for said county and state, hereby certify that James D. Davenport, whose name is signed to the foregoing conveyance, and who is known to me to be the General Partner of the Limited Partnerships above referred to, acknowledged before me on this day, that, being informed of the contents of this conveyance, he has executed the same voluntarily and of his own free will on the day the same bears date.

Given under my hand and official seal this 15 day of

NOTARY PUBLIC FOR AKABAMA

My commission expires:

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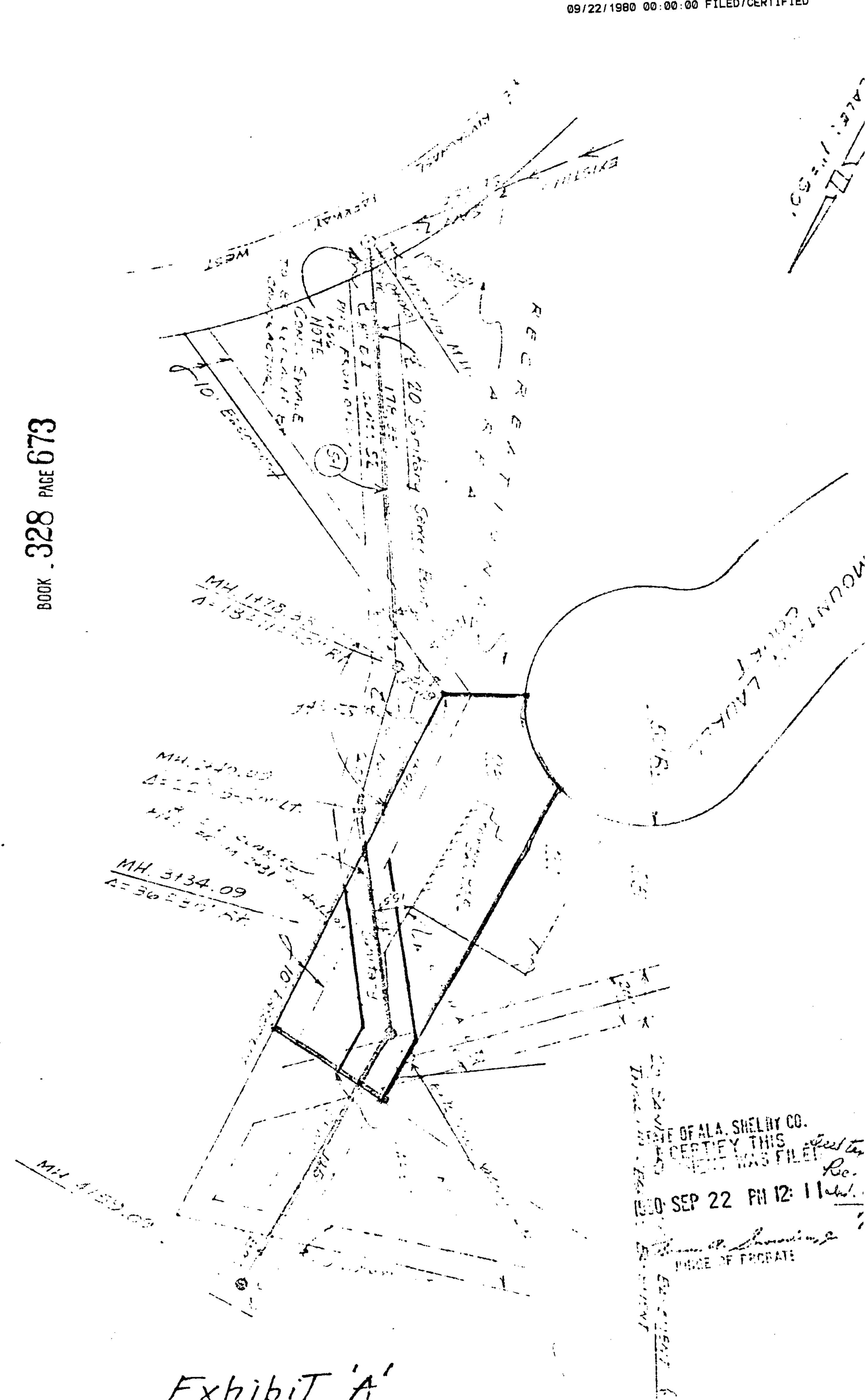


Exhibit A