

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT, for Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SHELBY COUNTY, ALABAMA, a county organized and existing under the laws of the State of Alabama (hereinafter called "Grantor"), does hereby grant, bargain, sell and convey unto 2154 TRADING CORPORATION, d/b/a Inverness, a corporation (hereinafter called "Grantee"), its successors and assigns, a perpetual right-of-way and easement for the construction, installation and continued operation, maintenance, repair, installation and replacement of a sanitary sewer pipe line or lines, together with valves, connections, manholes, and related apparatus in connection therewith, across and under the right-of-way for Shelby County Highway No. 17 (also known as Valleydale Road), in Shelby County, Alabama, at the location depicted as the "20' Permanent Easement" on Exhibit A attached hereto and made a part hereof (the "Permanent Easement").

Grantor also does grant, bargain, sell and convey unto Grantee the right, privilege and easement to use and occupy temporarily, during the initial construction of the sanitary sewer pipe lines across the Permanent Easement, the area depicted on Exhibit A as the "40' Easement for Construction" (the "Construction Easement") for the purpose of constructing and installing said sanitary sewer pipe lines and the accommodation of construction equipment, materials and excavated earth in connection therewith. Said Construction Easement shall terminate ninety (90) days after completion of construction or two (2) years from and after the date hereof, whichever occurs first. By acceptance hereof, Grantee agrees to conduct all construction work within the Construction Easement in such manner as to interfere as little as practicable with vehicular traffic along Valleydale Road and to return the

SALLY E. PHARR  
TAYLOR & MATHIS

BOOK 347 PAGE 866

road and right-of-way located within the Construction Easement as nearly as practicable to its original condition following completion of such construction. Grantee agrees to provide safe and adequate traffic control during construction as well as during periods of repair and maintenance in the future. The traffic control shall be performed in accordance with "Section G" of the Alabama Manual on Uniform Traffic Control Devices for streets and highways.

It is agreed that Grantee shall perform all construction, as well as future maintenance, in accordance with Shelby County Highway Department's adopted standards. Prior to performance of any construction or maintenance, Grantee shall secure a permit from the Shelby County Highway Department approving any proposed work to be performed. Grantee shall not conduct any blasting in the course of installing such facility or during the maintenance thereof, without the prior written consent of Grantor. Grantee shall use its best efforts to bore under the roadway and not to damage the road right-of-way or pavement located upon the same; provided, however, if Grantee encounters subterranean rocks or other impediments, it may dig trenches as necessary. In such event, Grantee will immediately repair and restore the pavement to Grantor's satisfaction upon completion of work.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever.

Grantee shall be responsible for all damage done to the person or property of any person, firm or corporation during the construction of said line, during the maintenance thereof or at any time in the future, which said damage or injury is caused partially or wholly by said facility installed by Grantee, and Grantee shall hold Grantor safe and harmless from any and all loss occasioned thereby or which is alleged to have been occasioned thereby, including any cost of defense incurred by Grantor in defending such claims, should Grantor also be made a party.

It is agreed that Grantee shall relocate its facility, at its expense, should such relocation be required by Shelby County due to any proposed roadway changes or other county or public improvements. Should any such relocation be required, the Grantor shall notify and give Grantee ninety (90) days to perform such relocation. Grantor will use its best efforts to minimize any costs to Grantee, and will grant such additional easements and rights as may be necessary to permit Grantee to continue to locate its facilities in, or as near as practicable to, the Permanent Easement.

In the event Grantee, its successors or assigns shall fail to perform according to the terms of this Agreement, and provided said failure continues for 90 days after notice thereof, Grantor shall have the right to terminate or cancel this Agreement.

Grantor makes no warranty that it has the right to execute this document, and the same is executed by Grantor solely for the purpose of giving whatever consent to such installation as Grantor has authority to grant. Grantor does warrant, however, that the Permanent Easement is located within the right-of-way of Shelby County Highway No. 17, a public road maintained by Grantor.

It is agreed and understood that this instrument shall not grant to the Grantor or any other party the right to tap into or connect with sewer lines or other facilities from time to time installed by Grantee, its successors and assigns, within the Permanent Easement, and Grantor hereby warrants and represents that it will not, nor will it allow any person, firm, corporation, partnership, trust or other entity to, tap into said sewer line or related apparatus located within said Permanent Easement.

The rights-of-way and easements herein granted shall run with the land and, except as herein expressly provided to the contrary, shall be perpetual.

IN WITNESS WHEREOF, Shelby County, Alabama, has, through the President of its County Commission, executed this instrument this 13 day of JUNE, 1983.

SHELBY COUNTY, ALABAMA

BY: Thomas A. Snowden, Jr.  
President of its County  
Commission

STATE OF ALABAMA       )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS A. SNOWDEN, JR. whose name as President of the County Commission of Shelby County, Alabama, a county organized and existing under the laws of the State of Alabama, 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 county.

Given under my hand and official seal, this 13 day of JUNE, 1983.  
Frank Ellis  
Notary Public

This instrument was prepared by Eric L. Carlton, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

347 PAGE 869  
BOOK

INVERNESS PH. II APTS.

VALLEY DALE ROAD

INVERNESS PH. III APTS.

SCHOOL SITE

PROPOSED  
SANITARY SEWER

40' EASEMENT  
FOR CONSTRUCTION

80' EASEMENT  
(PERMANENT)

SE COR. SE 1/4 N 1/4  
SEC. 1, TR 19S R 2W  
81225

SCALE 1"=40'

PAID TAX. 30  
REC 7.50  
JUN 1.00  
1983 JUN 20 AM 9:07

EXHIBIT "A"

BETHEL W. WHITSON C  
4124 34th Ave N  
BHAM ALA 35202  
592-7706