

Prepared by:
Robert C. Walthall, Esquire
1400 Park Place Tower
Birmingham, Alabama, 35203

558

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT

10 00

BOOK 085 PAGE 53

In consideration of the sum of Ten Dollars (\$10) paid by Riverchase Gardens II, Ltd., an Alabama Limited Partnership ("Grantee") to Wren Development, an Alabama General Partnership ("Grantor") the receipt of which is hereby acknowledged, and in consideration of the agreements of the Grantee contained herein, the Grantor hereby grants unto the Grantee an easement over, along and through the hereinafter described real estate owned by the Grantor for the installation, maintenance and operation of a sanitary sewer pipeline, said real estate being described on Exhibit A attached hereto and made a part hereof.

For the consideration herein, the Grantor grants to the Grantee the right of ingress to, and egress from, the above described right-of-way (hereinafter called Right of Way) across the real estate which is owned by the Grantor and located adjacent to the Right of Way (hereinafter called Real Estate), provided, that the Grantee's use of the Real Estate for ingress and egress may not interfere with any present or future use of the Real Estate by the Grantor, its successors, assigns, tenants, licensees or invitees. The Grantee may cut only such trees and underbrush as is necessary to install, operate and maintain said sanitary sewer pipeline. The Grantor reserves for itself and for its successors, assigns, tenants, licensees and invitees the right to use the surface of the Right of Way and the areas above and beneath the surface of the Right of Way for all purposes that will not endanger, or unreasonably interfere with, the operation of said sanitary sewer pipeline.

Jack A.

In partial consideration of the granting of the Right of Way to the Grantee by the Grantor, the Grantee, for itself and for its successors and assigns, by the acceptance of this instrument, hereby agrees as follows:

1. The Grantee hereby indemnifies and holds the Grantor, its successors and assigns, harmless from and against all claims, actions, causes of action, demands, damages, losses and expenses (including, but not limited to attorneys' fees and court costs) of any kind which may be asserted against, or suffered by, the Grantor on account of, or arising out of or in connection with, the installation, maintenance or operation of said sanitary sewer pipeline.

2. The sanitary sewer pipeline will be installed at a sufficient depth so that the normal use of the surface of the Right of Way will not endanger or interfere with said sanitary sewer pipeline.

3. Grantee agrees to be responsible for restoring, repairing or replacing any pavement, curbing and landscaping on Grantor's real estate that may become damaged or impaired through the installation of said sewer pipeline. If the sanitary sewer line used by Grantor and Grantee cannot for any reason be dedicated to the appropriate municipality, Grantee agrees to pay its prorata share of the maintenance and upkeep of said sewer line.

The rights granted hereby to the Grantee shall continue for only so long as no part of the Right of Way is abandoned for sanitary sewer pipeline purposes for any continuous period of at least twenty-four months.

The Right of Way is granted to the Grantee subject to: (a) all existing electric power transmission lines and other utility lines, facilities

BOOK 085 PAGE 54

and equipment which are located on the Right of Way; and (b) all existing easements and rights-of-way affecting the Right of Way, whether or not of record.

The Grantor and its successors, assigns, tenants and licensees shall have the right to cross, at grade, above grade or below grade, the Right of Way with electric transmission lines, telephone lines, telegraph lines, pipelines and other utility facilities and equipment and with roads and driveways.

The Grantor and its successors, assigns, tenants and licensees shall have the right to use the Right of Way for any purposes which do not unreasonably interfere with the Grantee's use of the Right of Way in accordance with its rights hereunder.

IN WITNESS WHEREOF, Wren Development has caused this instrument to be executed by its duly authorized General Partner on the 30 day of NOVEMBER, 1983.

ATTEST:

WREN DEVELOPMENT
By: A General Partner

L. B. Bowling

[Signature]
Its GENERAL PARTNER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said county, in said state, hereby certify that ALFRED VOLNSKI, whose name as GENERAL PARTNER respectively of WREN DEVELOPMENT a Partnership, 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 said instrument, it, as such general partner, and with full authority, executed the same voluntarily for and as the act of said Partnership acting in its capacity as a general partner of Wren Development, an Alabama General Partnership.

Given under my hand and official seal this 30 day of NOVEMBER, 1983.

Steven E. Dickson
Notary Public

My Commission Expires: 4/1/84

[Notarial Seal]

BOOK 085 PAGE 55

EXHIBIT A

EASEMENT NO. II - Commence at the Southeast corner of the Northwest One-Quarter of Section 30, Township 19 South, Range 2 West; run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86 degrees, 00 minutes and run in a Northerly direction along the East line of U.S. Highway 31 for a distance of 1,096.84 feet; thence turn an angle to the right of 101 degrees, 03 minutes, 10 seconds and run in a Southeasterly direction for a distance of 346.16 feet; thence turn an angle to the left of 71 degrees, 19 minutes, 50 seconds and run in a Northeasterly direction for a distance of 580 feet; thence turn an angle to the right of 18 degrees, 59 minutes, 22 seconds and run in a Northeasterly direction for a distance of 535.19 feet; thence turn an angle to the right of 7 degrees, 10 minutes, 43 seconds and run in a Northeasterly direction for a distance of 450.31 feet; thence turn an angle to the right of 54 degrees, 38 minutes, 40 seconds and run in a Southeasterly direction for a distance of 589.98 feet; thence turn an angle to the left of 47 degrees, 25 minutes, 30 seconds and run in a Northeasterly direction for a distance of 295 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the right of 19 degrees, 30 minutes and run in a Northeasterly direction for a distance of 45.02 feet; thence turn an angle to the left of 145 degrees, 26 minutes and run in a Northwesterly direction for a distance of 1.74 feet; thence turn an angle to the right of 123 degrees, 00 minutes and run in a Northeasterly direction for a distance of 69.59 feet; thence turn an angle to the left of 67 degrees, 33 minutes, and run in a Northwesterly direction for a distance of 20 feet; thence turn an angle to the left of 90 degrees and run in a Southwesterly direction for a distance of 3.97 feet; thence turn an angle to the left of 22 degrees, 27 minutes and run in a Southwesterly direction for a distance of 110.39 feet; thence turn an angle to the left of 48 degrees, 11 minutes, 15 seconds and run in a Southeasterly direction for a distance of 5.74 feet to the point of beginning.

56

BOOK 085 PAGE 280

BOOK

 Dec 11.50
 Rec 10.00
 Dec 1.00
 11.50

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

1986-AUG-14 PM 4:08