

STATE OF ALABAMA)
COUNTY OF SHELBY)

UNDERGROUND UTILITY EASEMENT

W I T N E S S E T H

WHEREAS, CROW WOOD SPRINGS ASSOCIATES, LTD., a Georgia limited partnership (herein "CWSA") and CROW WOOD SPRINGS PHASE II LIMITED PARTNERSHIP, a Georgia limited partnership (herein "CWS-II") own certain real property located in Shelby County, Alabama (said CWSA and CWS-II being collectively referred to herein as "GRANTORS"); and

WHEREAS, GRANTORS desire to grant to CAHABA WATER RENOVATION SYSTEMS, INC., a corporation (herein "GRANTEE") a sewer easement running partially across the property of CWSA and partially across the property of CWS-II.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, GRANTORS, to the extent of their respective ownerships of the easement area described below, do hereby grant unto GRANTEE, and its successors and assigns an easement for an underground utility line and appurtenances, said easement being situated in Shelby County, Alabama, and being described as follows:

A 20.0 foot wide construction easement and a 10.0 foot wide permanent underground utility easement situated over and across Lot 1-A, according to the map of Cahaba River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate, Shelby County, Alabama, said easement being 10 ft. and 5 ft. respectively each side of a centerline more particularly described as follows:

Commence at the point of intersection of the northerly line of said Lot 1-A and the southwesterly right-of-way line of Old U.S. Highway 280, said right-of-way line being shown on the aforementioned map as being 40 ft. southwesterly and parallel to the centerline of said highway. Thence, from said point of commencement, run westerly 205.00 ft. along said northerly line of Lot 1-A to the Point of Beginning of the centerline herein described. Thence, from said Point of Beginning, turn 81 degrees 30 minutes 38 seconds left and run southerly 57.00 ft. to a point; thence turn 16 degrees 28 minutes 54 seconds right and run southwesterly 695.50 ft. to a point; thence turn 11 degrees 45 minutes 58 seconds left and run southwesterly 204.00 ft. to a point; thence turn 22 degrees 01 minute 44 seconds right and run southwesterly 195.89 ft. to a point on the northwesterly right-of-way line of a county road (also known as

108-209

Balch, Birmingham
P. O. Box 306
Birmingham 35201

Riverview Road), said point being the End Point of the centerline of the easement herein described. Said End Point being further described as being on a curve having a radius of 228.06 ft. and being 11.17 ft. easterly along arc of said curve from the westerly point of tangent of said curve as shown on the aforementioned map.

Said easements are more particularly shown on the survey attached hereto as Exhibit A.

For the consideration aforesaid, the GRANTORS hereby grant unto the GRANTEE the right and privilege of perpetual use of said permanent 10.0 ft. wide easement for such utility purposes, together with all rights and privileges necessary and convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said easement, the right to cut and keep clear all trees, undergrowth and other obstructions on said easement when deemed reasonably necessary for the avoidance of danger, damage or interference with said utility use of said strip; provided, however, that GRANTORS reserve the right to construct a building or buildings on, over, across or upon said underground utility easement area and, in connection with the construction of any such building, GRANTEE agrees to relocate any utility line placed by it in said easement area at GRANTEE's expense if necessary to avoid interference with said building.

It is specifically understood that while the two separate properties owned by CWSA and CWS-II together encompass the entire easement area described above, CWSA and CWS-II make no warranties of any nature whatsoever as to which portion of the easement area is owned by each.

TO HAVE AND TO HOLD unto the said CAHABA WATER RENOVATION SYSTEMS, INC., its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTORS have voluntarily executed this instrument as of this 12th day of December, 1986.

CROW WOOD SPRINGS ASSOCIATES, LTD.,
a Georgia Limited Partnership

ATTEST:

BY: CTW DEVELOPMENT CORPORATION,
Its General Partner

BY: Jama K. White
Its:

BY: David J. Elliott
Its: VP

CROW WOOD SPRINGS PHASE II LIMITED
PARTNERSHIP, a Georgia Limited
Partnership

ATTEST:

BY: CTW DEVELOPMENT CORPORATION,
Its General Partner

By: Ramon K. Little
Its:

By: David J. Elwell
Its:

STATE OF Georgia,
COUNTY OF Cobb,

I, Dalley J. Schreiber, a Notary Public in and for
said County in said State, hereby certify that David J.
Elwell, whose name as Vice-President of CTW
Development Corporation, a corporation, signing as General Partner
of Crow Wood Springs Associates, Ltd., a Georgia Limited Partner-
ship, 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 above and foregoing instrument, , as such
officer and with full authority, executed the same voluntarily for
and as the act of said corporation, as general partner of said
partnership.

Given under my hand and official seal of office this 12th
day of December, 1986.

Dalley J. Schreiber
Notary Public



My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires July 20, 1987

STATE OF Georgia,
COUNTY OF Cobb,

I, Dalley J. Schreiber, a Notary Public in and for
said County in said State, hereby certify that David J.
Elwell, whose name as Vice-President of CTW
Development Corporation, a corporation, signing as General Partner
of Crow Wood Springs Phase II Limited Partnership, a Georgia
Limited 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 the above and foregoing instrument,
 , as such officer and with full authority, executed the same
voluntarily for and as the act of said corporation, as general
partner of said partnership.

Given under my hand and official seal of office this 12th
day of December, 1986.

Dalley J. Schreiber
Notary Public



My commission expires:

Notary Public, Georgia, State at Large
My Commission Expires July 20, 1987

THIS INSTRUMENT WAS PREPARED BY:

Randolph H. Lanier
Balch & Bingham
P. O. Box 306
Birmingham, Alabama 35201

OLD U.S. HWY. #280

