

[PHASE II TO PHASE III]

3160-14
STATE OF ALABAMA)
SHELBY COUNTY)

789

SANITARY SEWER EASEMENT

THIS EASEMENT made as of this 23rd day of June, 1987 by and among COLONIAL PROPERTIES, INC., an Alabama corporation (the "Grantor"), and COLONIAL PROPERTIES, INC., an Alabama corporation (the "Grantee").

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of that certain real estate situated in Shelby County, Alabama described in Exhibit "A" attached hereto and incorporated herein ("Premises A"); and

WHEREAS, the Grantee is the owner of that certain real estate situated in Shelby County, Alabama described in Exhibit "B" attached hereto and incorporated herein ("Premises B"); and

WHEREAS, in connection with the development, construction, improvement and operation of Premises B and in order to provide sanitary sewer service to Premises B, the Grantee has requested that the Grantor grant to the Grantee a sanitary sewer easement over and through Premises A; and

LAND TITLE COMPANY

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WHEREAS, the Grantor is willing to grant to the Grantee a sanitary sewer easement over a portion of Premises A in accordance with the terms and provisions hereinafter set forth;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee covenant and agree for themselves, their successors and assigns, as follows:

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BOX 1. GRANT OF SEWER EASEMENT. The Grantor does hereby grant, bargain, sell and convey unto the Grantee a non-exclusive easement and right-of-way for sanitary sewers over, under, through and across the following-described real property situated, lying and being in Shelby County, Alabama, to-wit:

Commence at the Southeast corner of the Northwest 1/4 of Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the east line of said 1/4-1/4 section turn an angle of 68°16'22" to the left and run in a Northwesterly direction a distance of 86.55 feet to the Point of Ending No. 1, which is further described hereinafter in this description; thence continue in a Northwesterly direction along the projection of the last described course a distance of 17.60 feet to a point; thence turn a deflection angle of 23°16'04" to the left and run in a Westerly direction a distance of 60.00 feet to a point; thence turn a deflection angle of 90°00'00" to the right and run in Northerly direction a distance of 35.00 feet to the Point of Ending No. 3, which is described further hereinafter in this description; thence continue in a Northerly direction along the projection of the last described course a distance of 105.00 feet to a point; thence turn a deflection angle of 73°37'30" to the left and run in a Northwesterly direction a distance of

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27.93 feet to the Point of Ending No. 4, which is further described hereinafter in this description; thence continue in a Northwesterly direction along the projection of the last described course a distance of 157.24 feet to the Point of Ending No. 2, which is further described hereinafter in this description; thence continue in a Northwesterly direction along the projection of the last described course a distance of 158.56 feet to a point; thence turn a deflection angle of $76^{\circ}29'45''$ to the right and run in a Northerly direction a distance of 172.31 feet to a POC, said point being the Point of Beginning No. 1 and the centerline of a 28 foot wide access and sanitary sewer easement; thence turn a deflection angle of $101^{\circ}37'25''$ (angle measured to tangent) to the right and run in a Southeasterly direction along the arc of a curve to the right having a central angle of $49^{\circ}37'16''$ and a radius of 100.00 feet a distance of 86.60 feet to the PT of said curve; thence continue in a Southeasterly direction along the projection of the tangent to the last described curve a distance of 56.33 feet to the PC of a curve; thence continue in a Southeasterly direction along the arc of a curve to the left having a central angle of $30^{\circ}43'56''$ and a radius of 200.00 feet a distance of 107.28 feet to the Point of Beginning No. 2 as used hereinafter in this description; thence continue in a Southeasterly direction along the arc of a curve to the left having a central angle of $10^{\circ}28'06''$ and a radius of 200.00 feet a distance of 36.54 feet to a PCC; thence continue in a Southeasterly to Easterly direction along the arc of a curve to the left having a central angle of $17^{\circ}25'49''$ and a radius of 353.17 feet a distance of 107.44 feet to the Point of Beginning No. 4, as used hereinafter in this description; thence continue in an Easterly direction along the arc of a curve to the left having a central angle of $4^{\circ}58'38''$ and a radius of 353.17 feet a distance of 30.68 feet to the PT of said curve; thence continue in an Easterly direction along the projection of the tangent to the last described curve a distance of 78.34 feet to a point; thence turn a deflection angle of $85^{\circ}47'16''$ to the right and run in a Southerly direction a distance of 106.43 feet to the PC of a curve; thence continue in a Southerly direction along the arc of a curve to the right having a central angle of $12^{\circ}38'20''$ and a radius of 175.00 feet a distance of 38.60 feet to a POC, said point being the Point of Beginning No. 3, as used hereinafter in this description; thence continue in a Southerly to Southwesterly direction along the arc of a curve to the right having a central angle of $14^{\circ}20'02''$ and a radius of 175.00 feet a distance of 43.78 feet to the Point of Ending No. 1 as previously described herein.

ALSO

Begin at the Point of Beginning No. 2 as described herein-above, said point being the centerline of a 28 foot wide access and sanitary sewer easement, and from the tangent to the last previously described curve at the point of beginning, turn a deflection angle of $90^{\circ}00'00''$ to the right and run in a Southwesterly direction along the arc of a curve to the left having a central angle of $15^{\circ}35'44''$ and a radius of 135.89 feet a distance of 36.99 feet to the Point of Ending No. 2 as previously described herein.

ALSO

Begin at the Point of Beginning No. 4 as previously described herein, said point being the centerline of a 10 foot wide sanitary sewer easement, and from the tangent to the last previously described curve at the point of beginning, turn a deflection angle of $86^{\circ}10'41''$ to the right and run in a Southerly direction a distance of 34.13 feet to the Point of Ending No. 4 as previously described herein.

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for the purpose of constructing, connecting or tying into a sanitary sewer service to be constructed across the above-described property, together with all rights and privileges necessary or convenient for the reasonable enjoyment or use thereof, including the right to enter upon the above-described land and Premises A for the purpose of constructing, maintaining, repairing and removing the sewers.

TO HAVE AND TO HOLD the easement and right-of-way unto the Grantee, its successors and assigns, forever.

2. MAINTENANCE OF EASEMENT PREMISES: Grantor and Grantee, for themselves and their respective successors and assigns, do hereby agree as follows:

(a) All costs and expenses incurred for the construction, installation and maintenance of the sewer located within the Easement Premises and for all work performed in and to the Easement Premises related to the sewer located thereon shall be borne by the Grantor and the Grantee in proportion to the gallons per day allocated completed improvements located on their respective properties that are served by the sewer located within the Easement Premises (or proportionately in accordance with such other comparable index as may be established from time to time by the utility company or government agency then supplying sewer service to Premises A and B). By way of example only, if completed improvements on Premises A served by the sewer within the Easement Premises have an allocation of 10,000 gallons per day, and the completed improvements on Premises B served by said sewer have an allocation of 15,000 gallons per day, forty percent (40%) of the construction, installation and maintenance expenses shall be paid by the Grantor and the balance of such expenses shall be paid by the Grantee. For purposes of this Section 2, the term "completed improvements" shall mean improvement for which a certificate of occupancy or comparable certification has been issued or which are otherwise suitable for occupancy for residential or commercial purposes. The number of such completed improvements shall be determined on December 31 of each

year for the purpose of making the calculations and allocations prescribed by this Section 2 for the calendar year concluding on that date. By March 31 of each year, Grantor and Grantee shall provide to each other an accounting of their respective expenses as described hereinabove incurred during the immediately preceding calendar year. Within thirty (30) days from its receipt of such accounting, Grantor shall pay to Grantee or Grantee shall pay to Grantor, as the case may be, its proportionate share of such expense as is necessary to satisfy their pro rata obligations as required by this Section 2. In the event either party defaults under the terms of this paragraph (a), the defaulting party shall be liable to the nondefaulting party for its proportionate share of such expense, plus interest on such amount at the rate of 15% per annum from the date such funds are expended by the nondefaulting party, and all costs, including attorneys' fees, incurred by the nondefaulting party in enforcing the terms of this paragraph (a).

(b) The Grantor does reserve the right to build roads, roadways and parking lots over said right-of-way and does further reserve the right to add fill dirt and other landscaping materials over the right-of-way and any sewers constructed therein; and

(c) The Grantor, its successors and assigns, shall have the right to connect to the sewer without payment to the Grantee of any connection fee.

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(d) Nothing in this Agreement is intended to govern expenses incurred by any party to the Water Works Board for the City of Birmingham or similar governing body for use of the sewer within the Easement Premises.

(e) The easement hereby granted is hereinafter referred to as the "Sewer Easement".

3. COVENANTS RUNNING WITH LAND. The Sewer Easement and this Agreement shall be an easement, restriction and covenant running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns including, without limitation, all subsequent owners of Premises A and Premises B and all persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

ATTEST:

Its: W. S. S. S. S.

COLONIAL PROPERTIES, INC., as Grantor

By:

Thomas H. Lowder
THOMAS H. LOWDER
Its President

COLONIAL PROPERTIES, INC., an
Alabama corporation, as Grantee

ATTEST:

By: [Signature]
Its: Asst. Secy

By: [Signature]
THOMAS H. LOWDER
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS H. LOWDER, whose name as President of COLONIAL PROPERTIES INC., a corporation, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 23rd
day of June, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12-5-88

THIS INSTRUMENT WAS PREPARED BY: W. CLARK WATSON,
LEITMAN, SIEGAL, PAYNE & CAMPBELL, P.C., 425 First Alabama
Bank Building, Birmingham, Alabama 35203.

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EXHIBIT "A"

PREMISES A

(Phase II)

Begin at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4-1/4 section turn an angle to the left of 68°16'22" and run in a Northwesterly direction a distance of 104.15 feet to a point; thence turn an interior angle of 203°16'04" and run to the left in a Westerly direction a distance of 60.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Northerly direction a distance of 140.00 feet to a point; thence turn an interior angle of 253°37'30" and run to the left in a Northwesterly direction a distance of 343.73 feet to a point; thence turn an interior angle of 103°30'15" and run to the right in a Northerly direction a distance of 230.00 feet to a point; thence turn an interior angle of 226°21'56" and run to the left in a Northwesterly direction a distance of 251.21 feet to a point; thence turn an interior angle of 94°29'04" and run to the right in a Northeasterly direction a distance of 142.56 feet to a point; thence turn an interior angle of 186°55'00" and run to the left in a Northeasterly direction a distance of 230.34 feet to a point; thence turn an interior angle of 198°31'00" and run to the right in a Northeasterly direction a distance of 132.54 feet to a point; thence turn an interior angle of 223°56'00" and run to the left in a Northwesterly direction a distance of 94.44 feet to a point; thence turn an interior angle of 231°03'00" and run to the left in a Northwesterly direction a distance of 65.07 feet to a point; thence turn an interior angle of 185°11'00" and run to the left in a Westerly direction a distance of 77.06 feet to a point; thence turn an interior angle of 162°35'00" and run to the right in a Northwesterly direction a distance of 107.00 feet to a point; thence turn an interior angle of 70°49'13" and run to the right in a Northeasterly direction a distance of 164.21 feet to a point; thence turn an interior angle of 101°45'33" and run to the right in a Southeasterly direction a distance of 676.55 feet to a point on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 36; thence turn an interior angle of 119°43'03" and run to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 1029.58 feet to the point of beginning; containing 12.37 acres more or less.

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EXHIBIT "B"

PREMISES B

(Phase III)

Begin at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4-1/4 section turn an angle of 50°21'41" to the right and run in a Southwesterly direction a distance of 447.65 feet to a point; thence turn an interior angle of 107°32'48" and run to the right in a Northwesterly direction a distance of 581.40 feet to a point; thence turn an interior angle of 30°08'54" and run to the right in an Easterly direction a distance of 64.47 feet to a point; thence turn an interior angle of 271°22'10" and run to the left in a Northerly direction a distance of 60.02 feet to a point; thence turn an interior angle of 88°50'58" and run to the right in an Easterly direction a distance of 270.67 feet to a point; thence turn an interior angle of 271°07'03" and run to the left in a Northerly direction a distance of 190.00 feet to a point; thence turn an interior angle of 76°29'45" and run to the right in a Southeasterly direction a distance of 343.73 feet to a point; thence turn an interior angle of 106°22'30" and run to the right in a Southerly direction a distance of 140.00 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in an Easterly direction a distance of 60.00 feet to a point; thence turn an interior angle of 156°43'56" and run to the right in a Southeasterly direction a distance of 104.15 feet to the point of beginning; containing 4.92 acres, more or less.

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

1937 JUL 14 PM 3:15

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$25.00
Index Fee	1.00
TOTAL	\$26.00