

[PHASE I TO PHASE II & PHASE III]

1440
STATE OF ALABAMA)

SHELBY COUNTY)

GENERAL UTILITIES EASEMENT

THIS EASEMENT made as of this 15th day of October, 1987 by and among HEATHERBROOKE INVESTORS, LTD., an Alabama limited partnership (the "Grantor"), EQUITY PARTNERS JOINT VENTURE, an Alabama joint venture and COLONIAL PROPERTIES, INC., an Alabama corporation (collectively, the "Grantee"), FIRST ALABAMA BANK, as Trustee (the "First Mortgagee") and AMSOUTH BANK N.A., a national banking association (the "Second Mortgagee"), provides as follows:

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 collectively 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 utility service to Premises B, the Grantee has requested that the Grantor grant to the Grantee a general utility easement over and through Premises A; and

Land Title

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

WHEREAS, the First Mortgagee and the Second Mortgagee are willing to subordinate their mortgage liens on Premises A to the easement being hereby granted.

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, the Grantee, the First Mortgagee and the Second Mortgagee covenant and agree for themselves, their successors and assigns, as follows:

1. GRANT OF EASEMENT. The Grantor does hereby grant, bargain, sell and convey unto the Grantee a non-exclusive easement and right-of-way for general public utility service 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 Northeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 13.95 feet to a point on the easterly right-of-way line of Inverness Parkway East; thence turn a deflection angle of 95°42'42" to the right and run in a Northerly direction along the Easterly right-of-way line of Inverness Parkway East a distance of 44.18 feet to the PC of curve; thence continue in a Northerly to North-easterly direction along the Easterly right-of-way line of Inverness Parkway East and along the arc of a curve to the right having a central angle of 12°57'23" and a radius of

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850.67 feet a distance of 192.36 feet to the PT of said curve; thence continue in a Northeasterly direction along the Easterly right-of-way line of Inverness Parkway East and along the projection of the tangent to the last described curve a distance of 389.65 feet to a point; thence turn a deflection angle of $81^{\circ}11'33''$ to the right and run in a Southeasterly direction a distance of 128.78 feet to the PC of a curve; thence continue in a Southeasterly direction along the arc of a curve to the right having a central angle of $41^{\circ}39'27''$ and a radius of 365.00 feet a distance of 265.38 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 52.74 feet to the PC of a curve; thence continue in a Southeasterly to Easterly direction along the arc of a curve to the left having a central angle of $70^{\circ}19'21''$ and a radius of 120.00 feet a distance of 147.28 feet to a POC, said point being the point of beginning; thence continue in an Easterly direction along the centerline of said easement and along the arc of a curve to the left having a central angle of $15^{\circ}46'11''$ and a radius of 120.00 feet a distance of 33.03 feet to the PT of said curve; thence continue in a Northeasterly direction along the centerline of said easement and along the projection of the tangent to the last described curve a distance of 44.45 feet to the PC of a curve; thence continue in a Northeasterly to Easterly direction along the centerline of said easement and along the arc of a curve to the right having a central angle of $45^{\circ}08'27''$ and a radius of 100.00 feet a distance of 78.79 feet to the point of ending; the easement lines 24 feet right and left of the herein described centerline are to be lengthened or shortened as required to intersect with the property lines at the point of ending; containing 0.17 acres, more or less.

for the purpose of constructing, installing, connecting, maintaining and removing general utility service, including, but not limited to, water, electricity, sewer, telephone, gas, and cable television, 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 equipment necessary for the provision of said utility service.

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

As a part of the consideration for this easement, the Grantee, for itself and its successors and assigns, does hereby agree as follows:

(a) The construction, installation and maintenance of the utilities in, through and across the easement shall be at the sole cost and expense of the Grantee with no cost whatsoever to the Grantor;

(b) The Grantee shall indemnify and save harmless the Grantor from any claims, damages or expenses resulting from the construction, maintenance, operation, removal or replacement of said utilities; and

(c) The Grantor does reserve the right to build roads, roadways and parking lots over said rights-of-way and does further reserve the right to add fill dirt and other landscaping materials over the right-of-way and any equipment, lines, conduits or other materials located or constructed therein; and

(d) The easement hereby granted is hereinafter referred to as the "Utility Easement".

2. COVENANT RUNNING WITH LAND. The Utility 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.

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3. SUBORDINATION BY FIRST MORTGAGEE. By joining in the execution of this agreement, the First Mortgagee, for itself and its successors and assigns, does hereby subordinate its mortgage recorded at Real Volume 054, page 498 in the Office of the Judge of Probate for Shelby County, Alabama and transferred at Real Volume 054, page 524 in the said probate office (the "First Mortgage"), to the easement hereby granted so that the First Mortgage, and all extensions, modifications, and renewals thereof, now or hereafter additionally securing the indebtedness secured by the First Mortgage shall be subordinated to the same extent as if this agreement had been executed, delivered and recorded prior to the execution, delivery and recordation of the First Mortgage.

4. SUBORDINATION BY SECOND MORTGAGEE. By joining in the execution of this agreement, the Second Mortgagee, for itself and its successors and assigns, does hereby subordinate its mortgage recorded at Real Volume 054, page

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565 in the Office of the Judge of Probate for Shelby County, Alabama (the "Second Mortgage") to the easement hereby granted to the Grantee and others to whom the Grantor may grant similar easements in the future as provided in paragraph 1 hereof so that the Second Mortgage, and all extensions, modifications, and renewals thereof, now or hereafter additionally securing the indebtedness secured by the Second Mortgage shall be subordinated to the same extent as if this agreement had been executed, delivered and recorded prior to the execution, delivery and recordation of the Second Mortgage.

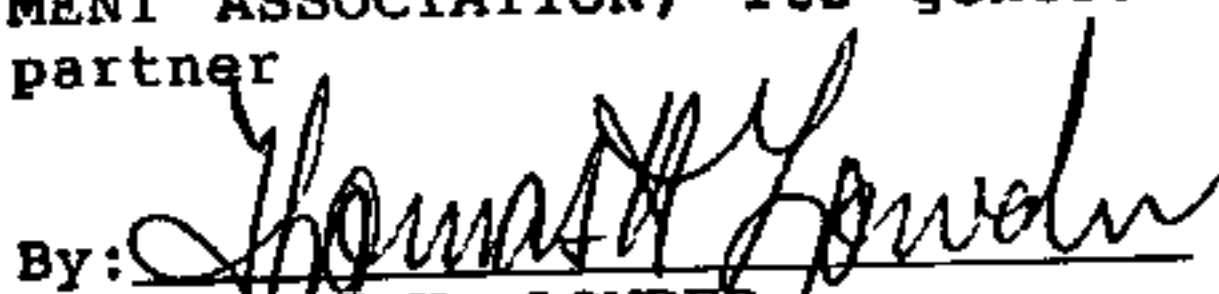
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

HEATHERBROOKE INVESTORS, LTD., an Alabama limited partnership

By: COLONIAL PROPERTIES MANAGEMENT ASSOCIATION, its general partner

WITNESS:
ATTEST:

By: 
Its: _____

By: 
THOMAS H. LOWDER
Its Managing Partner

EQUITY PARTNERS JOINT VENTURE, an Alabama joint venture

By: COLONIAL PROPERTIES, INC.

ATTEST:

By: 
Its: Asst. Sec'y.

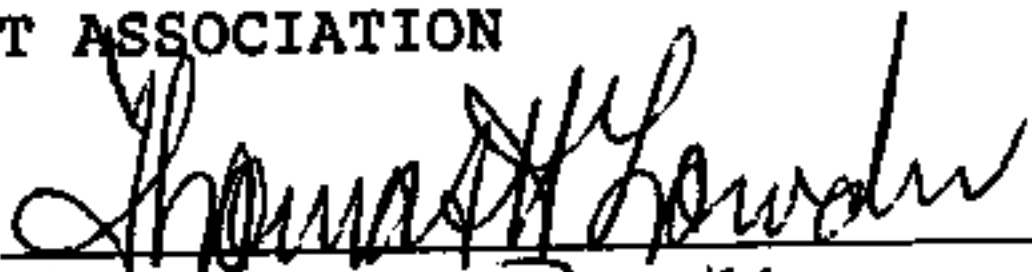
By: 
Its: PRESIDENT

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WITNESS:

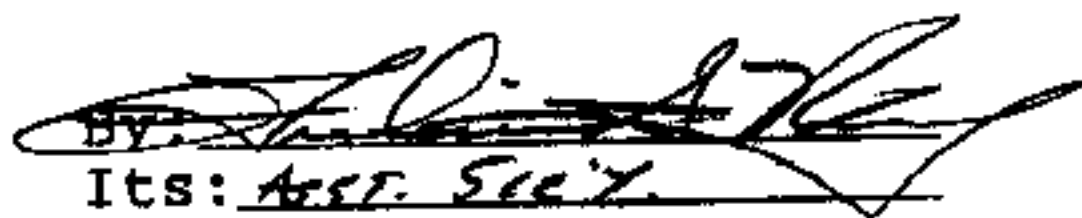


By: COLONIAL PROPERTIES MANAGEMENT ASSOCIATION

By: 
Its: General Partner

COLONIAL PROPERTIES, INC., an Alabama corporation

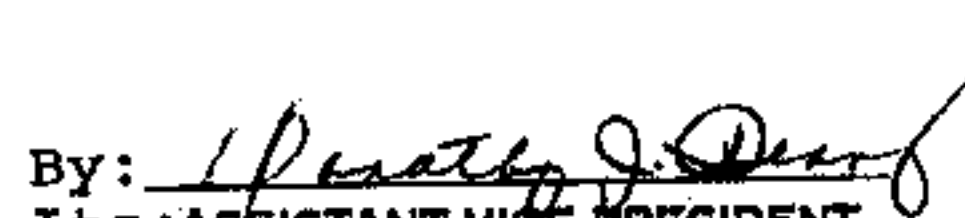
ATTEST:

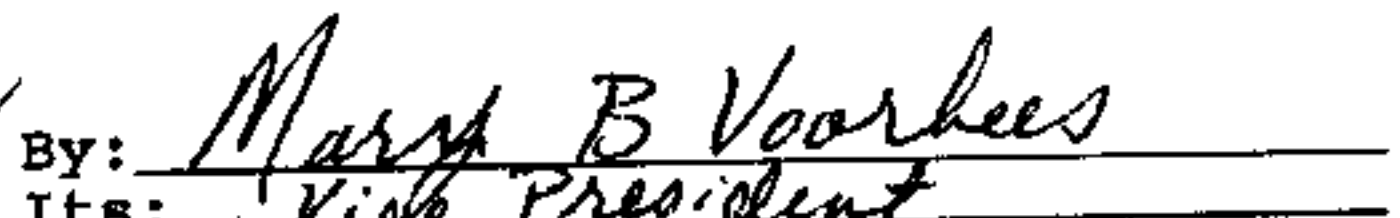
By: 
Its: Asst. Sec'y.

By: 
THOMAS H. LOWDER
Its President

AMSOUTH BANK N.A., a national banking association

ATTEST:

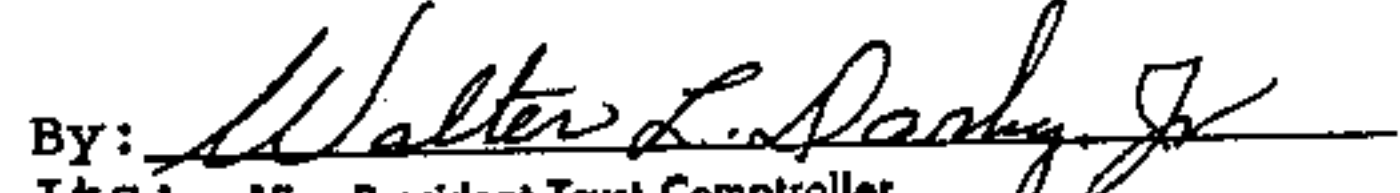
By: 
Its: ASSISTANT VICE PRESIDENT

By: 
Its: Vice President

FIRST ALABAMA BANK

ATTEST:

By: 
Its: Assistant Vice President and Corporate Trust Officer

By: 
Its: Vice President Trust Comptroller and Corporate Trust Officer

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 Managing Partner of COLONIAL PROPERTIES MANAGEMENT ASSOCIATION as general partner of HEATHER-BROOKE INVESTORS, LTD., 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 partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 15th
day of October, 1987.

Diane Henninger
NOTARY PUBLIC

My Commission Expires: 12-5-88

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. as general partner of EQUITY
PARTNERS JOINT VENTURE, is signed to the foregoing Ease-
ment, and who is known to me, acknowledged before me on
this day, that, being informed of the contents thereof,
he, as such partner and with full authority, executed the
same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this the 15th
day of October, 1987.

Diane Henninger
NOTARY PUBLIC
My Commission expires 12-5-88

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 General Partner of
COLONIAL PROPERTIES MANAGEMENT ASSOCIATION. as general
partner of EQUITY PARTNERS JOINT VENTURE, is signed to the
foregoing Easement, and who is known to me, acknowledged
before me on this day, that, being informed of the con-
tents thereof, he, as such partner and with full author-
ity, executed the same voluntarily for and as the act of
said partnership.

Given under my hand and official seal, this the 15th
day of October, 1987.

Diane Henninger
NOTARY PUBLIC
My Commission expires 12-5-88

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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 1st day of October, 1987.

Diane Henninger
NOTARY PUBLIC

My Commission Expires: 12-5-88

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary B. Voorhees, whose name as Vice President of AMSOUTH BANK N.A., 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 1st day of October, 1987.

Lisa Ann Hartzfeld
NOTARY PUBLIC

My Commission Expires: 4-18-90

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that WALTER L. DARBY, JR., whose name as Vice President Trust Comptroller and Corporate Trust Officer of FIRST ALABAMA BANK, 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 28th day of September, 1987.

Bonnie Lynn Adams
NOTARY PUBLIC

My Commission Expires: 4/29/91

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

Parcel One:

Beginning at the Southwest corner of the NW1/4 of the NE1/4, Section 36, Township 18 South, Range 2 West, run North along the West boundary of said quarter-quarter a distance of 83.35 feet; thence right 45°06' a distance of 63.10 feet; thence left 49°11'30" a distance of 170.55 feet; thence right 24°46' a distance of 588.26 feet; thence left 36°03' a distance of 156.52 feet; thence right 37°27' a distance of 135.37 feet; thence right 89°18'30" a distance of 119.33 feet; thence left 80°18' along a traverse line which approximates the water's edge of Lake Dixie, said water's edge being the true property line, a distance of 204.08 feet; thence right 80°48' and continuing along said traverse line a distance of 265.33 feet; thence left 17°25' a distance of 77.06 feet; thence right 5°11' a distance of 65.07 feet; thence right 51°03' a distance of 94.44 feet; thence right 43°56' a distance of 132.54 feet; thence right 18°31' a distance of 230.34 feet; thence right 6°55' a distance of 142.56 feet; thence left 85°30' a distance of 251.21 feet, which ends the traverse line approximating the water's edge of Lake Dixie, the remaining being the description of the exact property line of the land herein described, thence right 46°22' a distance of 420.00 feet; thence right 91°07' a distance of 271.66 feet thence left 88°53' a distance of 60.01 feet; thence right 91°07' a distance of 548.37 feet to the point of beginning.

AND:

Beginning at the SE corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run North along the East boundary of said 1/4-1/4 a distance of 83.35 feet; thence right 45°06' a distance of 63.10 feet; thence left 49°11'30" a distance of 170.55 feet; thence left 155°14' along the centerline of a road easement having a width of 30 feet on each side of the center line, a distance of 61.00 feet to the point of tangency of a curve to the left; thence left along the arc of the curve having a radius of 880.67 feet, a distance of 199.15 feet through an angle of 12°57'23"; thence continue along the projected tangent to the aforementioned curve a distance of 47.12 feet to the South boundary of said 1/4-1/4 Section; thence left 95°39'01" along said South boundary a distance of 44.10 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30-feet on each side of centerline described as follows:

From the SE corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South boundary of said 1/4-1/4 a distance of 44.10 feet to the point of beginning; thence 30 feet each side of a line described as: From the said 1/4-1/4 line, turn an angle of the right of 95°39'07" and go 47.13 feet; thence right along the arc of a curve with a radius of 280.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence, along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement. Said easement being originally created by instrument recorded in Real Record 13, page 426 in the Probate Office of Shelby County, Alabama.

Parcel Three:

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From the NW corner of the NW 1/4 of the NE 1/4, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said 1/4-1/4 a distance of 370.01 feet; thence left 88°01'30" a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left 97°53'56" to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet. Said easement being originally created by instrument recorded in Real Record 028, page 673 in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"

PREMISES B

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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ALSO

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.

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

1987 DEC 21 PM 2:28

Thomas A. Shivers, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 50
2. Mtg. Tax	
3. Recording Fee	35.00
4. Indexing Fee	3.00
TOTAL	38.50