

[PHASE III TO PHASE II]

See 251

STATE OF ALABAMA)
SHELBY COUNTY)

1437

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"), provides as follows:

W I T N E S S E T H:

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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

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; and

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:

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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 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 68°16'22" to the left and run in a Northwesterly direction a distance of 104.15 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 a Northerly direction a distance of 115.69 feet to the point of beginning; thence turn a deflection angle of 43°51'23" to the left and run in a Northwesterly direction a distance of 38.85 feet to a point; thence turn a deflection angle of 45°31'08" to the right and run in a Northerly direction a distance of 4.17 feet to the point of ending; the easement lines 5 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 points of beginning and ending.

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.

BOOK 164 PAGE 377 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 sewer 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 sewer; 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 sewers constructed therein; and

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

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

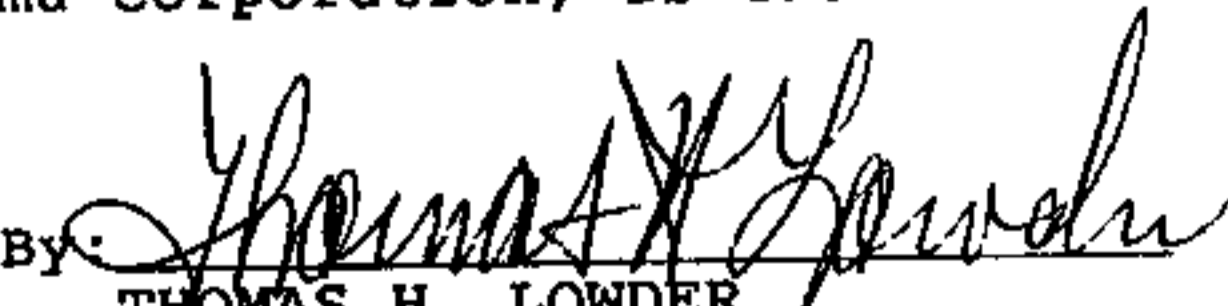
2. COVENANT RUNNING WITH LAND. The Sewer Easement and this Agreement shall be an easement, restriction and covenant running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors and assigns including, without limitation, 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:

By: 
Its: Asst. Secy

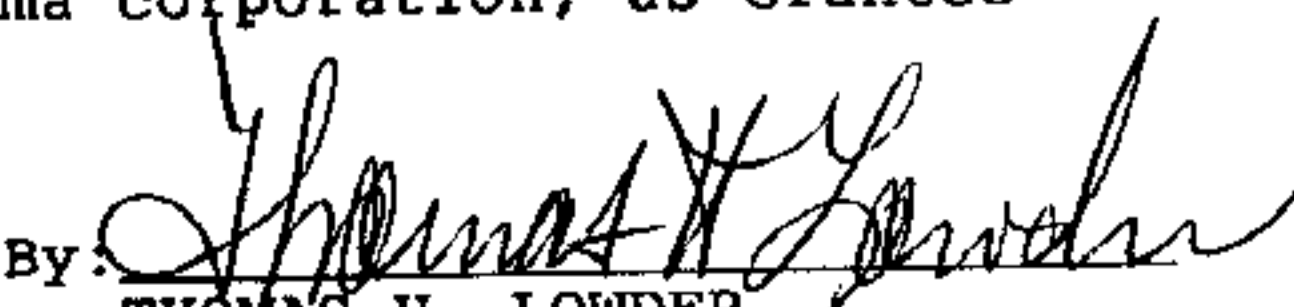
COLONIAL PROPERTIES, INC., an
Alabama corporation, as Grantor

By: 
THOMAS H. LOWDER
Its President

ATTEST:

By: 
Its: Asst. Secy

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

By: 
THOMAS H. LOWDER
Its President

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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 23rd
day of June, 1987.

Diane Henniger
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.

EXHIBIT "A"

PREMISES A

(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.

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EXHIBIT "B"

PREMISES B

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

1987 DEC 21 PM 2:20

1. Deed Tax \$ 50
2. Mtg. Tax
3. Recording Fee 17.50
4. Indexing Fee 1.00
TOTAL 19.00