

STATE OF ALABAMA )

SHELBY COUNTY )

STORM DRAINAGE EASEMENT AGREEMENT

THIS STORM DRAINAGE EASEMENT AGREEMENT made and entered into as of this 28th day of March, 1988, by and between DANIEL REALTY COMPANY, a New York general partnership ("DRCompany"), and DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership ("DUSP").

## W I T N E S S E T H:

WHEREAS, DRC owns certain real property (the "DRCompany Property") situated in Shelby County, Alabama more particularly described as follows:

Lot 8, according to the Map and Survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama.

WHEREAS, DUSP owns certain real property (the "DUSP Property") situated in Shelby County, Alabama which is situated adjacent to and contiguous with the DRCompany Property; and

WHEREAS, DUSP desires to grant to DRCompany a permanent easement and right of way for the purpose of installing storm drainage structures on the DUSP Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, DRCompany and DUSP hereby agree as follows:

Subject to the provisions set forth below, DUSP does hereby GRANT, BARGAIN, SELL and CONVEY unto DRCompany, its successors and assigns forever, a permanent, nonexclusive easement and right of way under, over, through, across and upon that portion of the DUSP Property which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"). The easement and right of way granted herein shall be used by DRCompany for the purposes of:

- (a) constructing, installing, maintaining, repairing and replacing pipes, drains, conduits and lines for storm drainage purposes (the "Structures") under, over, through, across and upon the Easement Property;
- (b) directing, diverting and otherwise causing surface water from the DRCompany Property to drain onto the Easement Property; and
- (c) rights of ingress and egress over, across and upon the Easement Property for maintaining and repairing the Structures.

TO HAVE AND TO HOLD unto DRCompany, its successors and assigns, forever.

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DRCompany agrees, at its sole expense, to at all times keep and maintain all Structures situated on the Easement Property in good repair and condition.

The easement and right of way granted herein (a) include all rights and privileges necessary or convenient for the full use and enjoyment thereof by DRCompany and shall include the right to cut, remove and keep clear all trees, undergrowth and obstructions on the Easement Property, (b) are permanent and perpetual and (c) shall be and are covenants running with land which shall inure to the benefit of and be binding upon DRCompany and DUSP and their respective successors and assigns forever. Notwithstanding anything provided herein to the contrary, DUSP, or any of its successors and assigns having any interest in the Easement Property, shall have the right at any time and from time to time, at the sole cost and expense of DUSP, to change the location of the Easement Property and relocate any of the Structures and, following such relocation, DRCompany or its successors and assigns, shall enter into an amendment to this Agreement to reflect such relocation.

IN WITNESS WHEREOF, DRCompany and DUSP have caused this Easement Agreement to be executed on the day and year first above written.

DANIEL REALTY COMPANY,  
a New York general partnership

By: DANIEL EQUITY PARTNERS, L.P.,  
a Virginia limited partnership,  
Its Managing Partner

By: DANIEL EQUITY CORPORATION I,  
a Virginia corporation,  
Its General Partner

By: 

Its: Senior Vice President

DANIEL U.S. PROPERTIES LIMITED  
PARTNERSHIP, a Virginia limited  
partnership

By: DANIEL REALTY INVESTMENT  
CORPORATION, a Virginia  
corporation, Its General Partner

By: 

Its: Se. V.P.

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STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said County in said State, hereby certify that whose STEPHEN R. MONK name as Senior Vice President of DANIEL EQUITY CORPORATION I, a Virginia corporation, which serves as general partner of Daniel Equity Partners, L.P., a Virginia limited partnership, as managing partner of Daniel Realty Company, a New York general partnership, is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner of Daniel Equity Partners, L.P., which serves as managing partner of Daniel Realty Company.

Given under my hand this the 28th day of MARCH, 1988.

Shirley D. Ellis  
Notary Public

My Commission Expires February 5, 1990

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that JAMES W. KUBER whose name as Senior Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as general partner of Daniel U.S. Properties Limited Partnership, a Virginia 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the 28th day of MARCH, 1988.

Shirley D. Ellis  
Notary Public

My Commission Expires:

My Commission Expires February 5, 1990

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EXHIBIT A

STORM DRAINAGE EASEMENTS

1. A 15 foot wide storm drainage easement across Lot 7, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline:

Commence at the South east corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of N26°06'17"W for a distance of 233.50 feet to a point; thence at a bearing of N71°06'17"W for a distance of 26.87 feet to a point; thence at a bearing of S63°53'43"W for a distance of 3 feet more or less to the point of beginning; thence at a bearing of N15°06'17"W for a distance of 10 feet more or less to the point of intersection with the Southwest line of a 15 foot wide storm drainage easement as shown on the record map of Meadow Brook Corporate Park South, said point being the point of ending.

2. A 15 foot wide storm drainage easement across Lot 11, Meadow Brook Corporate Park South, lying 7.5 feet each side of the following described centerline:

Commence at the Southwest corner of Lot 8, Meadow Brook Corporate Park South; thence run at a bearing of N26°06'17"W for a distance of 55 feet more or less to the point of beginning; thence at a bearing of N86°06'17"W for a distance of 166 feet more or less to the point of intersection with the Easterly line of a 20 foot wide storm drainage easement as shown on the record map of Meadow Brook Corporate Park South, said point being the point of ending.

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1. Dead Tax	\$ 50
2. Mig. Tax	
3. Recording Fee	10.00
4. Indexing Fee	1.00
TOTAL	11.50