

STATE OF ALABAMA )  
SHELBY COUNTY )

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT executed and entered into on and as of this 19 day of August, 1988, by, between and among CAHABA INVESTORS, INC., an Alabama corporation, DAVID F. BYERS, an individual (together, the "Grantor") and FORREST W. FROST, DONNA B. FROST, KENNETH N. TATUM, and LEONA M. TATUM, all individuals (together, the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that parcel of real property partly located contiguous to U. S. Highway 280 West in north Shelby County, Alabama, a portion of which property is more particularly described on Exhibit A hereto, and drawn and designated in part as Parcel 1 on that Plot Plan attached as Exhibit B hereto (referred to herein as "Parcel 1"); and

WHEREAS, Grantee is the owner of that parcel of real property located contiguous to U. S. Highway 280 West in north Shelby County, Alabama, which property is drawn and designated as Parcel 2 on that Plot Plan attached as Exhibit B hereto (referred to herein as "Parcel 2"); and

WHEREAS, Grantee desires to locate a temporary septic tank facility on Parcel 1 to serve the improvements currently being constructed on Parcel 2, and Grantor desires to allow Grantee to locate a temporary septic tank facility on Parcel 1 to serve Parcel 2 and to grant to Grantee an easement across and on Parcel 1 for such purpose, but only according to the terms and conditions specifically contained herein;

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants, agreements, undertakings and warranties contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant to and establish for the benefit of Grantee an easement ("Easement") for the sole purpose, use and function of locating thereon a septic tank and field lines for the disposal of sewage from the improvements currently being constructed on Parcel 2 (such improvements being referred to herein as the "Facility"), and underground lines leading from such improvements to the septic tank. The location of the Easement shall be in the general area noted on Exhibit B as "1.148 Acre Sewage Disposal Easement", and shall be specifically located and designed by an engineer employed by Grantee; provided, however, that Grantor shall be furnished with the engineer's drawing of the specific location of

the Easement and may object to such location and insist on the relocation of the Easement if such objection is made by Grantor to Grantee within seven (7) days of the date such drawing is delivered to Grantor, and Grantor's objection shall be reasonable and made in good faith.

2. Duration of Easement. This Easement shall continue to exist to and until that date which is thirty (30) days after Grantor has notified Grantee that the Easement is terminated, and shall thereafter be considered automatically terminated without the further execution by Grantor or Grantee of any instruments or documents, and without the further filing of any such documents in the office of the Judge of Probate of Shelby County, Alabama. Grantor shall in no event terminate this Easement unless Grantor has installed alternative septic tank or other appropriate sewage treatment facilities, or has made alternative arrangements for the disposal of sewage generated by the Facility, provided that upon the 30 day notification by Grantor specified above, Grantee shall be responsible to immediately begin construction of sewage lines from the Facility to the lines previously constructed or being constructed by Grantor which run to the sewage disposal facility constructed or arranged by Grantor, and Grantee's failure to complete such lines during such period of time shall not result in the extension or continuation of this Easement beyond the termination of such 30 day period.

3. Costs and Expenses. Grantee shall be responsible for and shall pay for (i) the construction and installation of all of the sewage lines, septic tank and field lines to be installed on Parcel 1 for the benefit of the Facility; (ii) the construction and installation of the sewage lines from the Facility to the sewage disposal system ultimately adopted and installed or arranged by Grantor for the benefit of Parcels 1 and 2; (iii) the removal of the septic tank, sewage lines and/or field lines installed by Grantee on the Easement if such removal is reasonably required by Grantor for the development or sale by Grantor of Parcel 1; (iv) a pro-rata percentage (based on the square footage of the improvements located on Parcel 2 divided by the total square footage of improvements constructed on Parcels 1 and 2) of the maintenance, service, replacement and any and all other costs of any alternative sewage disposal system installed by Grantor once such system has been installed by Grantor. In the event Grantor elects to utilize a publicly provided sewage disposal system, Grantee shall pay its pro-rata portion of the costs incurred in becoming a part of such system including, but not limited to, any applicable hook-up fees, charges and other similar fees, charges and tariffs; provided, however, that should Grantor make arrangements for only the Facility to be served by a public system, but not for a public system to service Parcel 1, Grantee shall pay for all of such costs incurred in initiating the usage of such system by the Facility. Grantor shall be responsible for and pay for the cost and expense of the initial installation of any sewage disposal or treatment facility which may be constructed by Grantor on Parcel 1, all associated field

lines, and the lines which run from the improvements to be constructed on Parcel 1 to such facility. Further, although Grantor shall not be responsible to pay for the costs specified in subparagraph (ii) of this paragraph 3, above, Grantor shall designate to Grantee the location of the sewage lines to be installed by Grantee in connection with the usage by Grantee of any new sewage disposal system constructed or installed by Grantor.

4. Nature of Easement. Subject to the terms and conditions hereof regarding termination and other matters, the Easement granted hereby shall be appurtenant to and shall run with the land referred to herein as Parcel 2, shall be a burden on the land referred to herein as Parcel 1, and shall inure to the benefit of or, as appropriate, be a burden on and obligation of, the heirs, successors or assigns of Grantor and Grantee.

5. No Obligation of Grantor. Nothing contained herein shall be or shall be construed to be or operate as an obligation of Grantor to construct or install any alternative sewage disposal system for the benefit of Parcel 1 and Parcel 2 and, for so long as Grantor shall allow the Easement to continue to be in full force and effect, Grantor shall in no way be obligated to provide any alternative sewage disposal system to or for the benefit of Parcel 2, even should Grantor construct or install an alternative sewage disposal system for the benefit of Parcel 1. Further, nothing contained herein shall operate as or be construed to be a restraint of or prohibition on the sale of Parcel 1 by Grantor, provided that any purchaser of Parcel 1 shall be bound by the terms hereof.

6. Notice. Any notice which is required or permitted herein may be provided and shall be deemed to have been provided if memorialized in writing and forwarded to Grantor or, as appropriate, Grantee by hand-delivery or by certified U.S. first class mail, return receipt requested, (and notice shall be deemed to have been given on the date placed in mail) at the following address:

If to Grantor:

Mr. David F. Byers ,  
300 Cahaba Park South, Suite 112  
Birmingham, Alabama 35244

with a copy to:

David F. Byers, Jr., Esq.  
Wallace, Brooke & Byers  
2000 SouthBridge Parkway  
Suite 525  
Birmingham, Alabama 35209

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If to Grantee:

Mr. Forrest B. Frost  
Mr. Kenneth N. Tatum  
c/o James P. O'Neal, Esq.  
1600 City Federal Building  
2026 2nd Avenue North  
Birmingham, Alabama 35203

7. Miscellaneous. This Easement Agreement may be executed by the parties hereto in one or more counterparts each of which, once executed and filed in the Office of the Judge of Probate of Shelby County, Alabama, shall be deemed for all purposes to be an original. This Easement Agreement shall be construed and interpreted under and according to the laws of the State of Alabama. This Easement Agreement contains the entire agreement of the Grantor and Grantee regarding the subject matter hereof and shall supersede any prior communications and understandings regarding the same.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement on and as of the date first written above.

GRANTOR:

CAHABA INVESTORS, INC., an Alabama corporation

By:

David F. Byers  
Its President

David F. Byers  
David F. Byers

GRANTEE:

Forrest W. Frost  
Forrest W. Frost

Donna B. Frost  
Donna B. Frost

Kenneth N. Tatum  
Kenneth N. Tatum

Leona M. Tatum  
Leona M. Tatum

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David F. Byers whose name as President of Cahaba Investors, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on behalf of said corporation.

Given under my hand this 11th day of August, 1988.

Judith Ann Black  
NOTARY PUBLIC

[SEAL]

My Commission Expires: 5/20/91

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David F. Byers, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of August, 1988.

Judith Ann Black  
NOTARY PUBLIC

[SEAL]

My Commission Expires: 5/20/91

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STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Forrest W. Frost, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of Sept, 1988.

H. B. Bailey  
NOTARY PUBLIC

[SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donna B. Frost, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of Sept, 1988.

H. B. Bailey  
NOTARY PUBLIC

[SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kenneth N. Tatum, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being

informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of Sept, 1988.

[Signature]  
NOTARY PUBLIC

[SEAL]

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Leona M. Tatum, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of Sept, 1988.

[Signature]  
NOTARY PUBLIC

[SEAL]

My Commission Expires: \_\_\_\_\_

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EXHIBIT A

The following is the description of an easement for an "on site sewage disposal system" consisting of septic tanks, field lines, sewer lines and appurtenances as necessary and required to install, operate and maintain in good operating condition.

Commence at the Southeast Corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama; thence in a westerly direction, along and with the South Line of said quarter - quarter section, 1030.79 feet to the easterly right-of-way margin of U.S. Highway 280, said right-of-way margin being in a curve to the left having a radius of 3820.11 feet; thence with a deflection of  $85^{\circ}08'17''$ , right, to chord, for a chord distance of 14.12 feet; thence with a deflection of  $94^{\circ}51'43''$  right, from chord, parallel with the South Line of said quarter - quarter section line, 228.00 feet to the point of beginning; thence with a deflection of  $90^{\circ}00'00''$ , right, 14.07 feet to said South Line; thence with a deflection of  $90^{\circ}00'00''$  left, along and with said South Line, 250.00 feet to a point; thence with a deflection of  $90^{\circ}00'00''$ , left, leaving said South Line, 200.00 feet to a point; thence with a deflection of  $90^{\circ}00'00''$ , left 250.00 feet to a point; thence with a deflection of  $90^{\circ}00'00''$ , left, 185.93 feet to the point of beginning, forming a closing interior angle of  $180^{\circ}00'00''$  and containing 1.148 acres, more or less.



1. Deed Tax
2. Mtg. Tax
3. Recording Fee
4. Indexing Fee
- TOTAL

50  
22.50  
3.00  
26.00

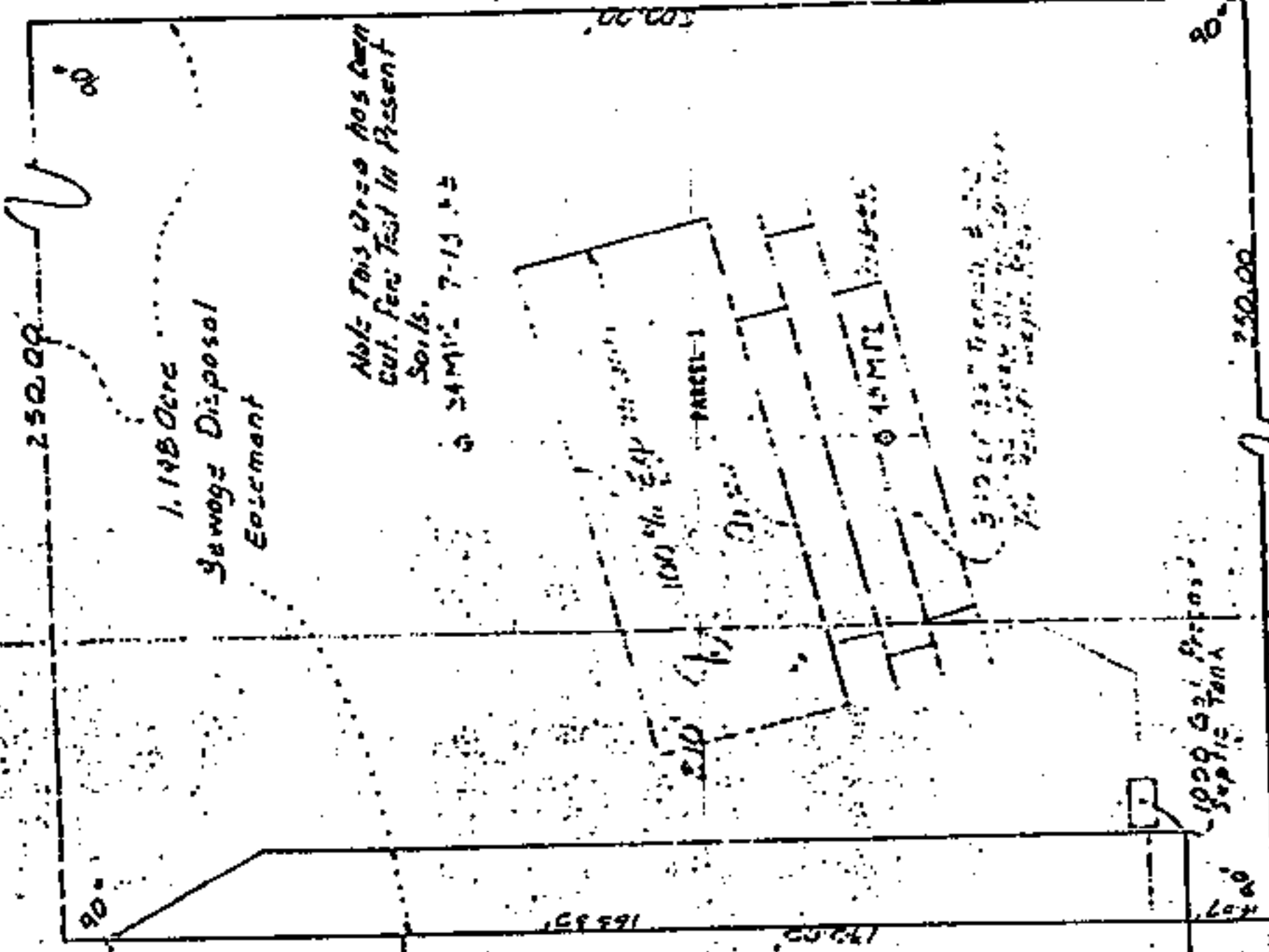
STATE OF ALA. SHELLEY L.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 OCT -3 AM 8:52  
JUDGE OF PROBATE

Partial Parking Area



Proposed Furniture Store  
Under Construction

Parcel 2



- GENERAL NOTES:
1. ALL WORK TO CONFORM TO HUNTER COUNTY HEALTH DEPARTMENT RULES AND REGULATIONS AND SPECIAL CONDITIONS OF APPROVAL, IF ANY.
  2. AREA IN WHICH THE SYSTEM IS INSTALLED SHALL BE GRADEN TO DRAIN ALL SURFACE WATER AWAY FROM ALL PARTS OF THE SYSTEM.
  3. ALL DISTURBED AREAS SHALL BE GRASSED.
  4. NO HEAVY EQUIPMENT SHALL BE OPERATED ON ANY PART OF THE SYSTEM AFTER INSTALLATION.



Trench Detail

PLOT PLAN

Southern Home Construction Co.  
Southern Home Construction Co.  
200 West 10th St.  
Oklahoma City, Oklahoma 73101  
10/1/88