

STATE OF ALABAMA)

1428

COUNTY OF SHELBY)

EASEMENT DEED FOR SANITARY SEWER PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

THAT, FOR AND IN CONSIDERATION of the sum of \$1.00 and other good and valuable consideration the receipt and sufficiency of which is acknowledged, WESTERN ELECTRIC COMPANY, INCORPORATED, a New York corporation with its principal place of business at 195 Broadway, New York, New York (herein "WESTERN") does hereby grant and convey unto THE HARBERT-EQUITABLE JOINT VENTURE, an Alabama partnership, having its principal place of business at Birmingham, Alabama (herein "VENTURE"), its successors and assigns, the easements described herein for sanitary sewer purposes.

The center lines of said rights of way are described on Exhibit "A" attached hereto and indicated in the drawing in Exhibit "B" and made a part hereof as Parcels 1, 2 and 3. The said rights of way are each twenty (20) feet in width, ten (10) feet on each side of said described center lines for permanent use. During construction of said sewer facilities, the said rights of way are fifty (50) feet in width, twenty-five (25) feet on each side of said described center lines for temporary use.

This grant of the easements described in Exhibit "A" and drawn in Exhibit "B" is made subject to the right of WESTERN to relocate or have relocated these rights of way at WESTERN's expense but such relocation will not serve to diminish the width of the easements granted or affect the purposes of said easements.

For the consideration aforesaid, WESTERN does grant unto VENTURE the right and privilege of a use of said strips of land for the purposes stated, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of reasonable ingress to and egress from said strips and the right to cut and keep clear all trees,

BALCH & BINGHAM

ATTORNEYS AND COUNSELORS

POST OFFICE BOX 306

BIRMINGHAM, ALABAMA 35201

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undergrowth and other obstructions on the lands of the undersigned adjacent to said strips where deemed reasonably necessary for the avoidance of danger in and about said use of said strips, and the right to prohibit the construction or maintenance of any structure on, over, across or upon said easement area herein granted. WESTERN, however, reserves the right to use the easements in any manner not inconsistent with the rights herein granted, including but not limited to the construction of roadways, parking lots and fences.

VENTURE agrees to restore to the extent reasonably feasible, the property of WESTERN used or occupied by VENTURE in the construction and maintenance of the sewer facilities on the said easements, to the condition existing before such use or occupation including but not limited to regrading, seeding and providing soil erosion protection.

VENTURE agrees to indemnify and hold WESTERN harmless from any claims, damages or liability (including reasonable attorney's fees) to property and persons relating to the construction, installation and maintenance of the sewer facilities on the said easements except where such damage or liability is the result of the negligence or misconduct of WESTERN, its agents or employees. WESTERN will not look to VENTURE for indemnification to the extent that adequate liability insurance or indemnification is provided and made available to WESTERN by VENTURE's contractor or contractors.

It is agreed that VENTURE will have no liability or obligation for restoration or indemnity under this easement agreement after acceptance of the subject sewer facilities by the appropriate public authorities except for acts or omissions of VENTURE in violation of these obligations which occurred before such acceptance.

The grant of the privilege to use these easements constitutes a temporary easement which will not become permanent until acceptance by the appropriate public authorities

including the North Shelby County Sewer Authority and the Jefferson County sewer authority of the sewer line and sewer facilities described in the Sewer Line and Facilities Construction Agreement. If requested by VENTURE, WESTERN will execute a document affirming that the easements are permanent upon such acceptance.

If the sewer line and facilities described in the Sewer Line and Facilities Construction Agreement are not completed and operable or accepted by the appropriate public authorities prior to March 1, 1977, WESTERN will have the right to terminate the temporary easements by sending written notice to VENTURE at the address specified herein of such intent to terminate. Upon such termination, if requested by WESTERN, VENTURE agrees to execute an agreement releasing its easement right and VENTURE will regrade, seed and provide soil erosion protection and otherwise restore, to the extent reasonably feasible, the property used or occupied by VENTURE in the exercise of its easement rights to its condition before such use. Upon acceptance by the appropriate public authorities of the sewer line and facilities, the easement shall become permanent without further action and the provisions of this paragraph and the preceeding paragraph shall have no further force or effect.

As a consideration of the grant of the easements set forth above, VENTURE or its successors and assigns, will provide WESTERN, or its successors or assigns, reasonable access at locations to be determined by VENTURE or its successors and assigns, to sewer systems and other utility systems (other than roads) located on VENTURE's property contiguous to WESTERN's property (if VENTURE's property is subdivided, contiguous property will mean only the subdivided parcels contiguous to WESTERN's property); provided however, that such utility easements shall not destroy contiguity and shall be underground where required by VENTURE or its successors and assigns. Such utility easements will be for the purpose of development of the

property presently owned by WESTERN in a manner reasonably compatible to the use of contiguous property of VENTURE, its successors and assigns.

In addition, VENTURE agrees to furnish to WESTERN when available VENTURE's master plans for development of property contiguous to WESTERN's property in order that WESTERN may review such plans for the purpose of determining whether the location of an access road on VENTURE's property contiguous to WESTERN's property reasonably can be coordinated with VENTURE's plans. VENTURE agrees to discuss in good faith with WESTERN the granting of an easement at no cost to WESTERN for such access road, the construction of such road to be at no expense to VENTURE or its successors and assigns. It is understood and agreed that at the time VENTURE desires to sell property contiguous to WESTERN's property, VENTURE and WESTERN will discuss the provision for an access road easement and if, after good faith discussions, VENTURE and WESTERN do not agree as to the provision for and precise location of an access road easement, there shall be no further obligation of VENTURE to provide such access road easement or any right of WESTERN to require the conveyance of such an easement. In such event the provisions of this paragraph automatically shall be null and void. Any access road easement conveyed pursuant to this paragraph will be for the purpose of development of the property presently owned by WESTERN in a manner reasonably compatible to the use of contiguous property of VENTURE, its successors and assigns.

All notices, requests, demands and any other correspondence relating to this deed or the other agreements between WESTERN and VENTURE should be addressed as follows:

To WESTERN: General Manager
Plant, Design and Construction
Western Electric Company, Incorporated
222 Broadway
New York, New York 10038

To VENTURE: The Harbert-Equitable Joint Venture
Post Office Box 1297
Birmingham, Alabama 35201

This Agreement shall inure to the benefit of and be binding upon the successors and assigns to the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conveyances herein contained, WESTERN has caused this instrument to be signed in its corporate name by

E. M. Dixon

and attested by

LEO A. MOREHOUSE JR. and its corporate seal being affixed hereto and VENTURE has caused this instrument to be signed by an authorized officer of Harbert Construction Corporation acting in its capacity as General Partner of the VENTURE.

ATTEST:

[Signature]

WESTERN ELECTRIC COMPANY,
INCORPORATED

By: [Signature]

Executive Vice President

Date Executed: FEB 25 1976

ATTEST:

[Signature]

THE HARBERT-EQUITABLE JOINT VENTURE

By: HARBERT CONSTRUCTION CORPORATION

By: [Signature]

Date Executed: 10/26/76

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that P. E. HOSIN, whose name as VICE PRESIDENT of Western Electric Company, Incorporated, 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 the instrument, 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 25th day of FEBRUARY, 1976.

Joseph E. Lin
Notary Public

E. L. 1.183
Notary Public, State of New York
No. 4516223
Commission Expires March 30, 1977

EXHIBIT "A"

PARCEL 1

A parcel of land located in Section 30, Township 19S, Range 2W, Shelby County, Alabama more particularly described as follows:

Commence at a point on U. S. Highway 31, eastern R.O.W. line in the NW 1/4 of SW 1/4 Section 30 at R.O.W. monument, Highway Station 129 + 44.32, run north along the R.O.W. line a distance of 55.68 feet to a concrete R.O.W. monument, Highway Station 130 + 00, thence turn an angle of $16^{\circ} - 45'$ to the right and run a distance of 70.46 feet to the point of beginning of a sewer line; thence turn an angle of $13^{\circ} - 11'$ to the left and run north and parallel to the R.O.W. a distance of 81 feet to a point; thence turn an angle of $59^{\circ} - 31' - 20''$ to the right, run east a distance of 65 feet to a point on U. S. Highway 31's eastern R.O.W. said point being the beginning of easement across Western Electric property. Continue on east a distance of 54 feet to a point; thence turn an angle of $0^{\circ} - 33' - 40''$ to the left, and run east a distance of 215 feet to a point; thence turn an angle of $10^{\circ} - 39'$ to the left, and run northeast a distance of 268 feet to a point; thence turn an angle of $34^{\circ} - 38'$ to the right and run east a distance of 514 feet to a point on Western Electric's east property line. This point being the termination of easement across Western Electric property, said point is located 128.5 feet south of the NE corner of NW 1/4 of the SW 1/4, Section 30, Township 19 South, Range 2 West, Shelby County, along east line of said quarter-quarter.

Said parcel of property being an easement 50 feet wide, 25 feet eigher side of sewer line as constructed for temporary use and 20 feet wide, 10 feet on either side of sewer line as constructed for permanent use.

PARCEL 2

Easement Across Western Electric Property North-South No. 1

A parcel of land located in Section 30, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows:

Commence at N.E. corner, N.W. 1/4 of the S.W. 1/4, Section 30, Township 19 South, Range 2 West, and run due west along the north line of said quarter section a distance of 605 feet to the point of beginning, then turn an angle of 95° to the left, and run southerly a distance of 255 feet to a point of termination, said point of termination being station 5+83 on the East-West easement previously described. Said parcel of property being an easement 50 feet wide, 25 feet on either side of the center line described above for temporary use, and 20 feet wide, 10 feet on either side of said center line for permanent use.

PARCEL 3

Easement Across Western Electric Property North-South No. 2

A parcel of land located in Section 30, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows:

2.

Commence at N.E. corner, N.W. 1/4 of the S.W. 1/4 Section 30, Township 19 South, Range 2 West and run due West along the North line of said quarter section a distance of 155 feet to the point of beginning, thence turn an angle of 32° to the left and run south-westerly a distance of 295' to a point of termination, said point of termination being station 7+96 on the East-West easement (Parcel 1).

Said parcel of property being an easement 50 feet wide, 25 feet on either side of the center line described above for temporary use, and 20 feet wide, 10 feet on either side of said center line for permanent use.

The parties agree that the above is a preliminary description of the easements and not the final description of the easements. Upon final agreement of the parties on the description of the easements, a final Exhibit A will be prepared, added to this Easement Deed in substitution of this Exhibit A and initialed by representatives of both parties.

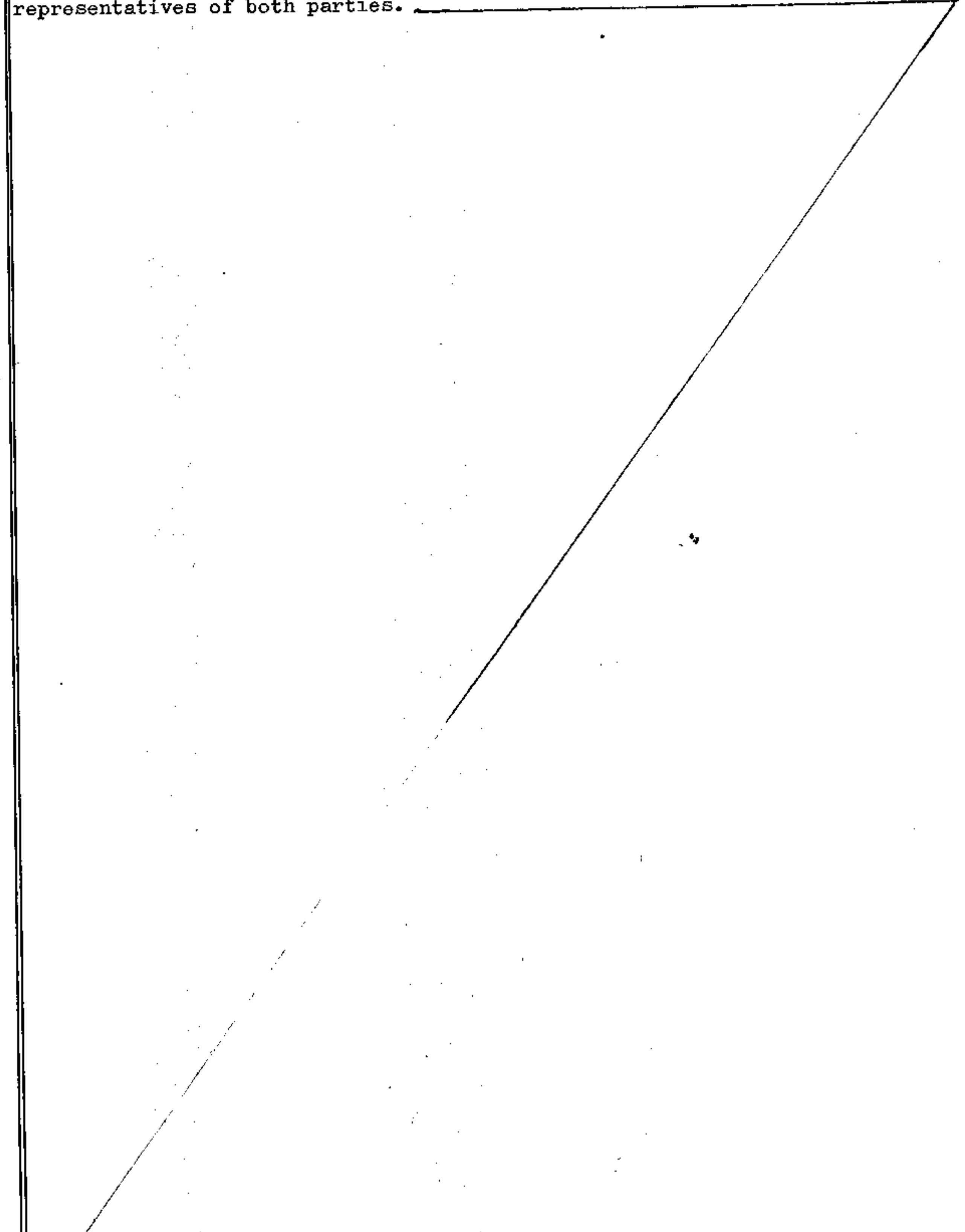
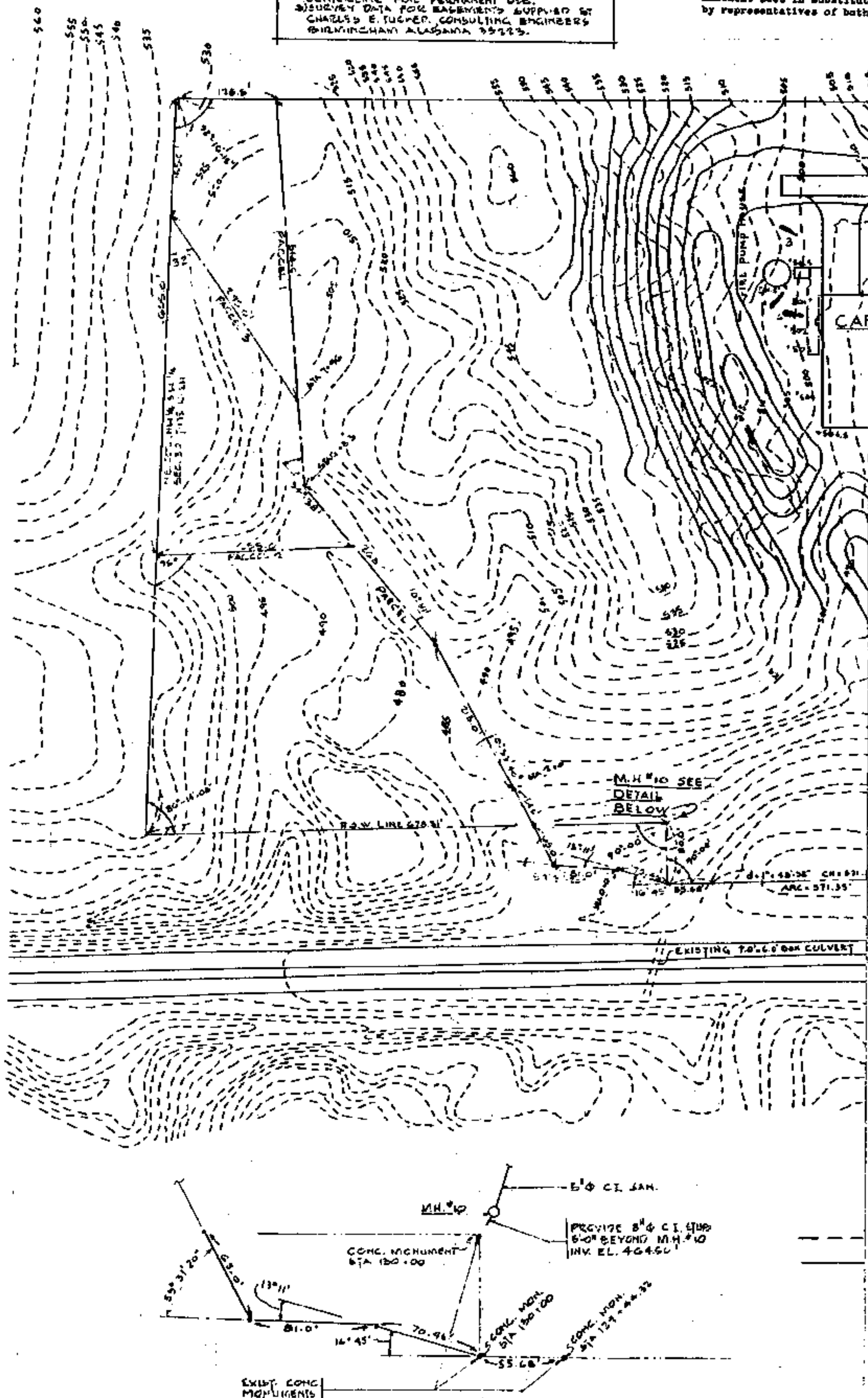


EXHIBIT "A" SEWER LINE AND FACILITIES CONSTRUCTION
EXHIBIT "B" SANITARY SEWER EASEMENTS (PARCELS 1,2&3)

EASEMENTS!!

1) ALL DESCRIPTIONS ARE FROM CENTERLINE
2) EASEMENTS ARE TO BE 50.0' WIDE, 25.0'
EACH SIDE OF CENTERLINE FOR TEMPORARY
USE AND 20.0' WIDE, 10.0' EACH SIDE OF
CENTERLINE FOR PERMANENT USE.
3) SURVEY DATA FOR EASEMENTS SUPPLIED BY
CHARLES E. TUCKER, CONSULTING ENGINEERS
BIRMINGHAM, ALABAMA 35225.

The parties agree that the
of the easements and not the
Upon final agreement of the
easements, a final Exhibit
Easement Deed is substituted
by representatives of both

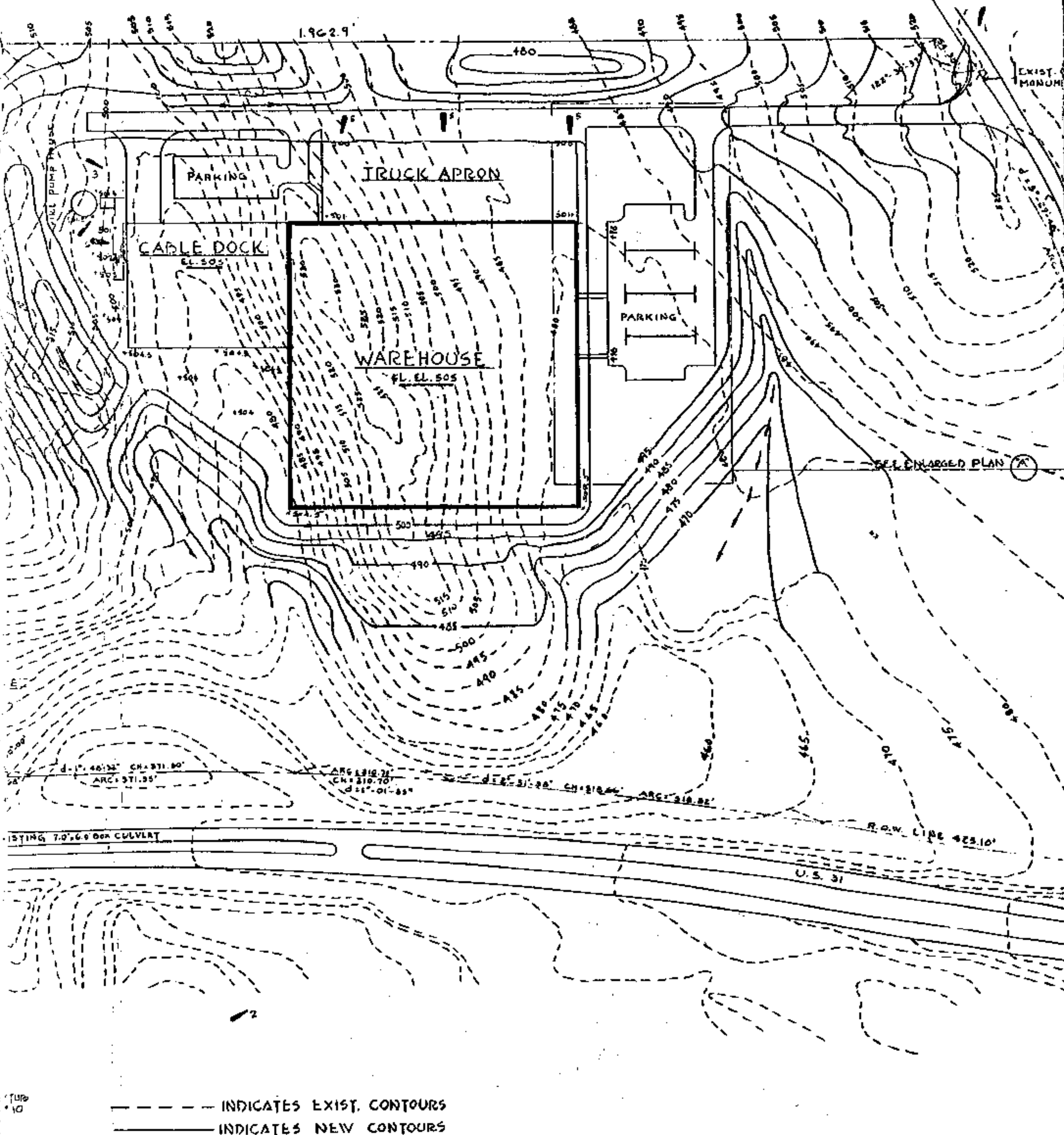


DETAIL AT MANHOLE 10 (EXHIBIT "A")

CONSTRUCTION AGREEMENT

PARCELS 1,2 & 3)

The parties agree that the following is a preliminary drawing of the easements and not the final drawing of the easements. Upon final agreement of the parties on the drawing of the easements, a final Exhibit B will be prepared, added to this Easement Deed in substitution of this Exhibit B and initialed by representatives of both parties.





NOTES

1. EXISTING BOUNDARY INFORMATION IS BASED ON SURVEY BY J.M. KEEL REGISTERED SURVEYOR IN THE STATE OF ALABAMA DATED MARCH 1967
2. EXISTING TOPOGRAPHIC INFORMATION IS BASED ON TPO SURVEY BY J.M. KEEL REGISTERED SURVEYOR DATED AUGUST 1974

JUDGE OF PROBATE

[illegible]

