

DRAINAGE EASEMENT

THIS INSTRUMENT was executed as of the 7th day of April, 1995 by 119 Properties, Ltd., an Alabama limited partnership (the "Grantor") in favor of Alabama Gas Corporation, an Alabama corporation (the "Grantee"). 04/10/1995-09128

09:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

R E C I T A L S: 14.50

A. Under Limited Warranty Deed delivered contemporaneously herewith, the Grantor has conveyed to Grantee the following property described in Exhibit A (the "Dominant Property") attached hereto and located in, Shelby County, Alabama Probate Office.

B. 119 Properties, Ltd. continues to own the acreage abutting the southern boundary line of the Dominant Property, and has agreed to grant this Drainage Easement over Grantor's abutting property for a depth of one hundred feet (100') from such southern boundary line (the "Servient Property").

C. Grantor has agreed to grant to Grantee a permanent easement pursuant to which the Dominant Property, which is higher in elevation than the Servient Property, may allow the passage of surface drainage onto the Servient Property.

NOW, THEREFORE, in consideration of the premises recited above, and the sum of Ten Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. Drainage Easement. The Grantor does hereby grant and convey unto the Grantee a permanent non-exclusive easement under, over, through and across the Servient Property for the purposes and on the terms and conditions described in this instrument.

2. Purpose of Easement. The easement has been granted to Grantee for the purpose of permitting the drainage and flow of surface waters accumulating from the Dominant Property onto the Servient Property; provided, however, that the grading and drainage plan, including detention pond, shall be implemented and constructed by Grantee on the Dominant Property in a good and workmanlike manner and in accordance with plans to be approved by Grantor and in accordance with applicable laws, ordinances and regulations.

3. Drainage Facilities. 119 Properties is responsible for installing the necessary drainage facilities to carry any surface drainage from the Dominate Property and Alabama Gas Corporation, its successors and assigns, shall not be responsible for any damage to the Servient Property or other property to the south from such drainage, provided that the grading and drainage plan, including detention pond, shall be implemented and constructed by Grantee on the Dominant Property in a good and workmanlike manner and in accordance with plans to be approved by Grantor and in accordance with applicable laws, ordinances and regulations.

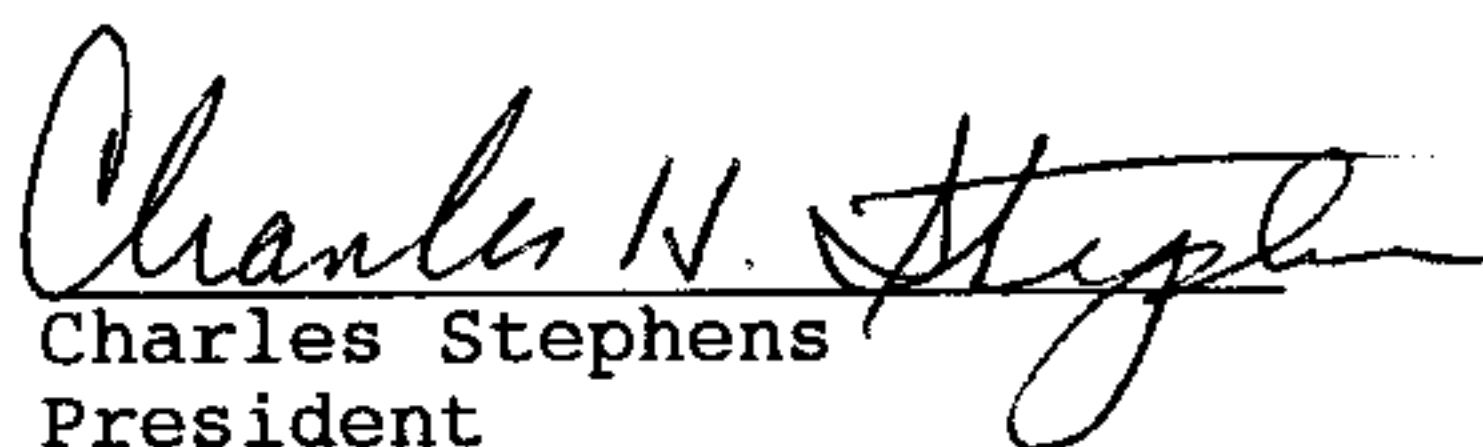
1995-09128

4. Binding Effect. This easement shall be perpetual, shall constitute a covenant running with the land in favor of the Dominant Property and shall be binding upon and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement, by and through its duly authorized General Partner, Cahaba Valley Properties, Inc. by Charles Stephens, President, on the day and year first shown above.

119 PROPERTIES, LTD.,
an Alabama limited partnership

CAHABA VALLEY PROPERTIES, INC.
Its: General Partner

By: 
Charles Stephens
President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles Stephens, whose name as President of Cahaba Valley Properties, Inc., General Partner of 119 Properties, Ltd., an Alabama limited partnership, is signed to the foregoing Drainage Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he, in his capacity as president of Cahaba Valley Properties, Inc., in its capacity as General Partner and with full authority, executed the same voluntarily for and as the act of said general partnership on the date shown above.

Given under my hand this the 7th day of April, 1995.



Notary Public
My Commission Expires: _____

EXHIBIT "A"

Part of Block 3 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: Begin at the Northeast corner of the NW 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said 1/4-1/4 Section corner being 1,331.96 feet West of the Northeast corner of Section 31, Township 19 South, Range 2 West, said point also being the Northeast corner of said Block 3 of Cahaba Valley Park North; thence run West along the North line of said NW 1/4 of the NE 1/4 of said Section 31 and along the North line of said Block 3 for 588.83 feet to a point on the East right of way line of a proposed 60 foot wide road, said point being 60.08 feet East of the Northwest corner of said Block 3; thence $92^{\circ}39'22''$ left and run Southerly along the East right of way line of said proposed 60 foot wide road and parallel to the West line of said Block 3 for 427.54 feet to a point on the North right of way line of a 50 foot wide Alabama Power Company right of way, said point being 30.81 feet East (along said Alabama Power Company right of way line) of the centerline of said proposed 60 foot wide road; thence $103^{\circ}10'59''$ left and run Northeasterly along the North line of said Alabama Power Company right of way for 183.31 feet; thence $00^{\circ}55'04''$ right and continue along said right of way line for 415.90 feet to a point on the East line of said Block 3, Cahaba Valley Park North; thence $77^{\circ}01'27''$ left and run Northerly along the East line of said Block 3 for 270.11 feet to the point of beginning.

Inst # 1995-09128

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