

AGREEMENT FOR UTILITIES EASEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS AGREEMENT, made and entered into on this the 8th day of January, 1996, by and between The Alabaster Water Board, Alabaster, Alabama, hereinafter called the Board, and Red Mountain Corporation, a Georgia Corporation authorized to do business in Alabama as Red Mountain Corporation of Georgia, hereinafter called the Owner.

WHEREAS, the Board desires to obtain from the Owner both a permanent and a temporary utilities easement across lands owned by the Owner in order that the Board can install and maintain a water transmission main; and

THEREFORE, be it known by these presents that, in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed as follows:

1. The Owner hereby grants to the Board the easements lying in the boundaries described hereinbelow:

PERMANENT UTILITIES EASEMENTS:

PERMANENT UTILITIES EASEMENT "A" - Commence at the southeast corner of the northeast quarter of Section 13, Township 21 South, Range 3 West and run westerly along the southerly boundary of the northeast quarter section for a distance of 5.00 feet to the Point of Beginning of a 10 foot wide permanent utilities easement which shall hereinafter be referred to as Permanent Utilities Easement "A", and shall lie along and equally either side of a line described as follows: From the Point of Beginning, turn an angle of 87°40'59" to the right and run northerly for a distance of 791.05 feet to a point; thence turn an angle of 35°27'15" to the left and run northwesterly parallel to the southwesterly right-of-way boundary of Interstate Highway 65 for a distance of 166.41 feet to a point; thence continue northwesterly parallel to the said Interstate Highway 65 right-of-way boundary for a distance of 1337.20 feet to a point; thence turn an angle of 49°52'09" to the left and run westerly parallel to the southerly right-of-way boundary of the L&N Railroad for a distance of 660.42 feet to a point; thence turn an angle of 90°03'10" to the right and run northerly a distance of 5.00 feet to a point on the southerly right-of-way boundary of the L&N Railroad, said point being the Point of Ending of Permanent Utilities Easement "A".

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PERMANENT UTILITIES EASEMENT "B" - commence at the southeast corner of the northeast quarter of Section 13, Township 21 South, Range 3 West and run westerly along the southerly boundary of the northeast quarter section for a distance of 5.00 feet to a point; thence turn an angle of $87^{\circ}40'59''$ to the right and run northerly for a distance of 791.05 feet to a point; thence turn an angle of $35^{\circ}27'15''$ to the left and run northwesterly parallel to the southwesterly right-of-way boundary of Interstate Highway 65 for a distance of 166.41 feet to a point, said point being the Point of Beginning of a 30 foot wide permanent utilities easement which shall hereinafter be referred to as Permanent Utilities Easement "B", and shall lie along 5 feet left and 25 feet right of a line described as follows: From the Point of Beginning, turn an angle of $90^{\circ}51'43''$ to the left and run southwesterly for a distance of 82.04 feet to a point; thence turn an angle of $51^{\circ}42'53''$ to the right and run northwesterly for a distance of 249.98 feet to a point; thence turn an angle of $00^{\circ}03'45''$ to the right and run northwesterly for a distance of 270.94 feet to a point; thence turn an angle of $42^{\circ}35'04''$ to the left and run southwesterly for a distance of 143.66 feet to a point; thence turn an angle of $00^{\circ}27'39''$ to the right and run southwesterly for a distance of 155.00 feet to a point; thence turn an angle of $6^{\circ}55'26''$ to the right and run southwesterly for a distance of 551.32 feet to a point; thence turn an angle of $39^{\circ}40'15''$ to the right and run northwesterly for a distance of 44.50 feet to a point; thence turn an angle of $39^{\circ}35'52''$ to the left and run southwesterly for a distance of 328.42 feet to a point; thence turn an angle of $29^{\circ}24'27''$ to the right and run northwesterly for a distance of 223.00 feet to a point; thence turn an angle of $00^{\circ}20'42''$ to the right and run northwesterly for a distance of 322.66 feet to a point; thence turn an angle of $44^{\circ}29'31''$ to the left and run southwesterly for a distance of 143.54 feet to a point; thence turn an angle of $7^{\circ}47'23''$ to the right and run southwesterly for a distance of 153.70 feet to a point; thence turn an angle of $11^{\circ}08'05''$ to the right and run southwesterly for a distance of 166.42 feet to a point; thence turn an angle of $16^{\circ}34'03''$ to the right and run northwesterly for a distance of 225.00 feet to a point; thence turn an angle of $17^{\circ}51'18''$ to the right and run northwesterly for a distance of 170.67 feet to a point; thence turn an angle of $10^{\circ}02'15''$ to the left and run northwesterly for a distance of 144.25 feet to a point; thence turn an angle of $49^{\circ}52'51''$ to the left and run southwesterly for a distance of 208.98 feet to a point; thence turn an angle of $38^{\circ}46'21''$ to the right and run northwesterly for a distance of 94.44 feet to a point; thence turn an angle of $20^{\circ}57'27''$ to the right and run northwesterly for a distance of 212.51 feet to a point; thence turn an angle of $16^{\circ}35'23''$ to the right and run

northwesterly for a distance of 397.63 feet to a point; thence turn an angle $28^{\circ}40'22''$ to the left and run northwesterly for a distance of 230.61 feet to a point; thence turn an angle of $00^{\circ}17'48''$ to the left and run northwesterly for a distance of 261.63 feet to a point; thence turn an angle of $00^{\circ}18'02''$ to the left and run northwesterly for a distance of 73.00 feet to a point; thence turn an angle of $39^{\circ}19'43''$ to the right and run northwesterly for a distance of 75.00 feet to a point; thence turn an angle of $00^{\circ}17'37''$ to the right and run northwesterly for a distance of 63.29 feet to a point; thence turn an angle of $9^{\circ}35'09''$ to the right and run northwesterly for a distance of 337.02 feet to a point; thence turn an angle of $44^{\circ}45'48''$ to the left and run northwesterly for a distance of 89.87 feet to a point; thence turn an angle of $45^{\circ}14'04''$ to the left and run southwesterly for a distance of 82.69 feet to a point; thence turn an angle of $89^{\circ}03'27''$ to the right and run northwesterly for a distance of 215.92 feet to a point, said point shall hereinafter be referred to as Point "A". At Point "A", the Permanent Utilities Easement "B" as hereinabove described shall cease to be a 30 foot wide easement and shall commence to be a 10 foot wide permanent utilities easement and shall lie along and equally either side of the line continuing as follows: From Point "A", turn an angle of $88^{\circ}29'34''$ to the left and run southwesterly for a distance of 136.04 feet to a point; thence turn an angle of $19^{\circ}45'37''$ to the right and run southwesterly for a distance of 329.22 feet to a point; thence turn an angle of $63^{\circ}07'54''$ to the right and run northwesterly for a distance of 429.01 feet to a point; thence turn an angle of $4^{\circ}20'22''$ to the left and run northwesterly for a distance of 39.51 feet to a point lying on the boundary of the property and said point being the Point of Ending of the Permanent Utilities Easement "B".

The Permanent Utilities Easements "A" and "B" as hereinabove described shall lie in the property owned by the Owner as recorded in Deed Book 258, Page 665, Parcel "D" in the Probate Office in Shelby County, Alabama, and shall contain 4.838 acres more or less.

TEMPORARY CONSTRUCTION EASEMENTS

TEMPORARY CONSTRUCTION EASEMENT "C" - Commence at the southeast corner of the Northeast quarter of Section 13, Township 21 South, Range 3 West in Shelby County, Alabama, for the Beginning of a 20 foot wide temporary construction easement, which shall hereinafter be referred to as Temporary Construction Easement "C", which shall lie westerly of and adjacent to the hereinabove described Permanent Utilities Easement "A" and shall run from the

southerly boundary of said quarter section northerly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 790 feet; thence shall turn and run northwesterly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 1503 feet; thence shall turn and run westerly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 665 feet; thence shall turn and run northerly to the southerly boundary of the L&N Railroad for the Ending of the Temporary Construction Easement "C".

TEMPORARY CONSTRUCTION EASEMENT "D" - Commence at Point "A" on the Permanent Utilities Easement "B" as hereinabove described for the Beginning of a 20 foot wide temporary construction easement which shall hereinafter be referred to as Temporary Construction Easement "D", which shall lie southerly of and adjacent to the hereinabove described Permanent Utilities Easement "B" and shall run from the said Point "A" southwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 136 feet; thence shall turn and run southwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 329 feet; thence shall turn and run northwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 469 feet to the Ending of the Temporary Construction Easement "D".

The Temporary Construction Easements "C" and "D" as hereinabove described shall lie in the property owned by the Owner as recorded in Deed Book 258, Page 665, Parcel "D" in the Probate Office of Shelby County, Alabama, and shall contain 1.787 acres more or less.

2. The Owner grants the Board the right to enter the easements to construct said water transmission main, and to perform maintenance activities as deemed necessary by the Board.
3. The Owner retains the right to use the lands within the easements as the Owner desires, except as noted herein. The Owner agrees not to use the lands within the easements in a manner which adversely affects the water transmission main. The Owner further agrees not to construct any structure within the lands in the easements. After the water transmission main has been installed, the Owner may construct a fence, drainage pipe, or roadway across the easements. Should the Board desire, however, the Owner shall allow the entrance of equipment and materials onto the easements for the purpose of maintaining said water transmission main when necessary.
4. The Owner grants to the Board the right to remove trees, shrubs, or other vegetation located within the easements as

required for the construction and/or maintenance activities associated with the water transmission main. The Board agrees to require that the construction and maintenance work within the easements be done in a workmanlike manner and that any damage to the Owner's property which results from said construction and/or maintenance activities will be corrected by the Board.

5. The Board shall hold the Owner harmless from any liability or damage arising from the water transmission main construction and maintenance operations within the easements.
6. The Board agrees to install, at the Board's expense, two 8" water tap connections at the locations along the water transmission main designated by Owner.
7. On completion of construction of the water transmission main, but in no event later than July 1, 1997, the temporary construction easement shall terminate and all right, title and interest in and to the real property subject to said temporary easement shall automatically revert back to Owner, or its successors or assigns.
8. The mutual covenants and promises between the parties hereto shall all run with the land and shall be binding on the Board and the Owner, their heirs, successors, and assigns.
9. The Board understands that the water transmission main will be located in an area of heavy industrial and mining activity, including blasting; accordingly, the water transmission main will be constructed using ductile iron pipe materials. The parties hereto agree to allocate the risk of loss in connection with the installation, maintenance and use of the water main according to the terms and provisions of a side agreement between the parties of even date herewith.

IN TESTIMONY to all of the mutual covenants and promises set forth hereinabove, the Alabaster Water Board does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by one of its Board Members, on the date first above written, and Red Mountain Corporation,

authorized to do business in Alabama as Red Mountain Corporation of Georgia, does hereby agree to be bound by the terms and conditions of this Agreement, and has caused this Agreement to be executed by its duly authorized officer, on the date first above written.

THE ALABASTER WATER BOARD
ALABASTER, ALABAMA

By Dennis Rother
Dennis Rother
One of its Board Members

Sworn and subscribed before
me this 8th day of
January, 1996.

Richard G. Graft
Notary Public

My Commission Expires: 6-21-98

OWNER
RED MOUNTAIN CORPORATION, d/b/a
RED MOUNTAIN CORPORATION OF GEORGIA

Cecil F. Greene
Cecil F. Greene
Its President

Sworn and subscribed before
me this 5 day of
January, 1996.

Regina L. Strickland
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Aug. 28, 1999.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

**SIDE AGREEMENT CONCERNING
AGREEMENT FOR UTILITIES EASEMENT**

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS SIDE AGREEMENT CONCERNING AGREEMENT FOR UTILITIES EASEMENT (the "**Agreement**") is made and entered into on this the 8th day of January, 1996, by and between The Alabaster Water Board, Alabaster, Alabama, a corporation (the "**Board**") and Red Mountain Corporation, a Georgia corporation authorized to do business in Alabama as Red Mountain Corporation of Georgia (the "**Owner**").

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of the Agreement for Utilities Easement (the "**Easement Agreement**") the Owner has granted to the Board both a permanent and a temporary utilities easement (the "**Easement**") across lands owned by the Owner in order that the Board can install and maintain a water transmission main; and

WHEREAS, the location of the Easement is more particularly described in **Exhibit "A"** attached hereto and made a part hereof ; and

WHEREAS, pursuant to Paragraph 9 of said Easement Agreement, the parties agreed to allocate the risk of loss associated with the installation and maintenance of the water main in the Easement in a side agreement between the parties, and the parties desire to enter into this Agreement to allocate the risk of loss.

NOW, THEREFORE, in consideration of the premises and the grant of the Easement by Owner to the Board, the receipt and sufficiency

of which are hereby acknowledged, the parties hereto agree as follows:

1. During the term of the Easement, the Board shall maintain in full force and effect a policy of commercial general liability insurance with a combined single limit of not less than \$5,000,000.00, naming the Owner as an additional insured (the "**Board's Policy**"). The Board's Policy shall provide that the coverage thereunder may not be terminated without giving to Owner at least thirty (30) days prior written notice of the Board's or insurance company's intent to cancel. The Board shall provide the Owner with certificates to that effect from the insurance company during the term of the Easement.

2. The Board will cooperate with the Owner in obtaining for the Owner the benefits of any insurance or other proceeds lawfully or equitably payable to the Owner in connection with the water main and will reimburse the Owner for any expenses incurred in connection therewith.

3. Except as set forth herein, the Board's Policy shall be primary and the insurance or self-insurance of the Owner shall be secondary.

4. The issuer of the Board's Policy (the "**Board's Insurer**") agrees to waive, and hereby waives, its subrogation rights with regard to the Owner and the insurance or self-insurance of the Owner.

5. In the event the Board fails or refuses to maintain in full force and effect the Board's Policy according to the terms of this Agreement, the Board appoints the Owner as its attorney-in-

fact for purposes of obtaining and maintaining said Board's Policy in the name of, and at the expense of, the Board.

6. The Owner shall not be insured under the Board's Policy for loss or damage arising out of or connected with its sole negligence with regard to the water main. With regard to such loss or damage, the Board's Insurer does not waive its subrogation rights. The Owner's insurance and/or self-insurance will be primary with regard to loss or damage arising out of or connected with the sole negligence of the Owner. The Owner is self-insured up to \$1,000,000.00. Thereafter, the Owner is insured under a \$25,000,000.00 umbrella policy issued by American National Fire Insurance Company.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals on the day first above written.

BOARD:

ALABASTER WATER BOARD,
ALABASTER, ALABAMA, a
corporation

By: Dennis Rother (Seal)

Dennis Rother

Its CHAIRMAN

OWNER:

RED MOUNTAIN CORPORATION doing
business in Alabama as RED
MOUNTAIN CORPORATION OF GEORGIA

By: Cecil F. Greene (Seal)

Cecil F. Greene

Its President

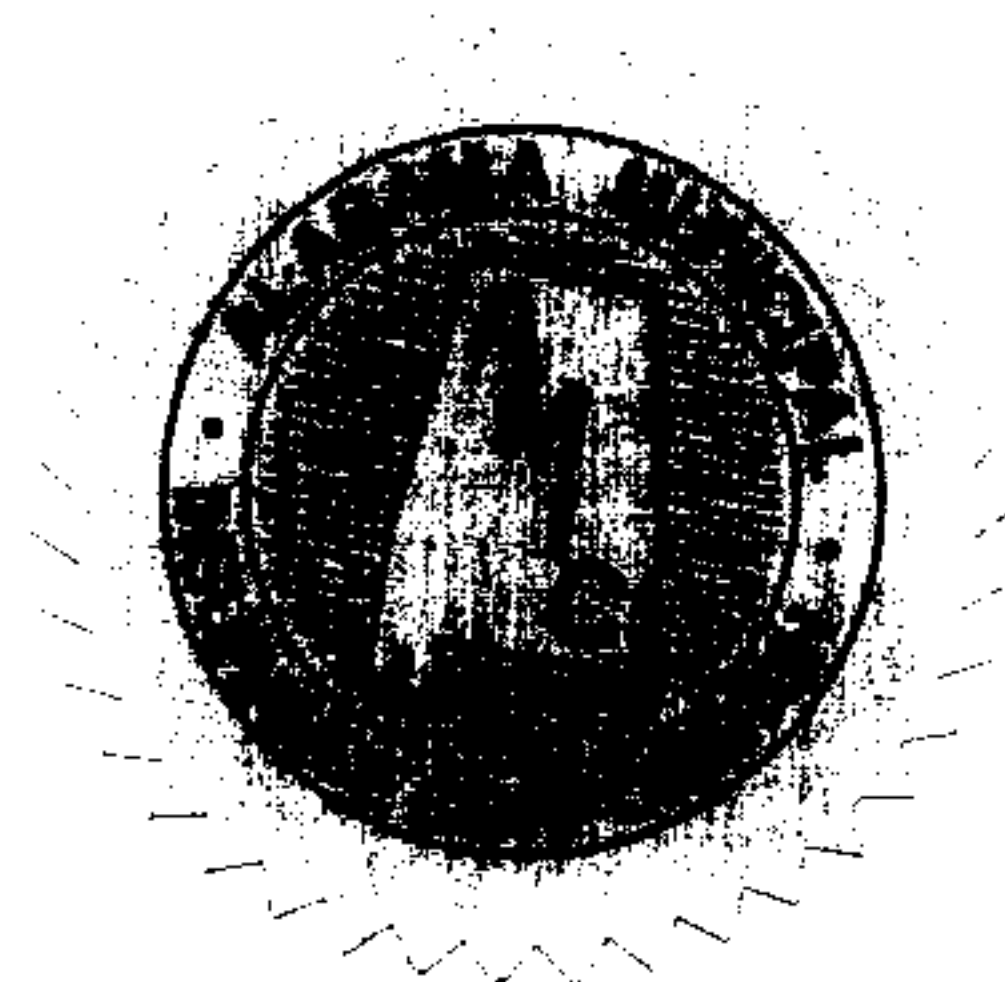
CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

The undersigned (the "Board's Insurer"), does hereby execute this Agreement to consent to, acknowledge, and agree to, the terms and provisions hereof, including, but not limited to, its waiver of its subrogation rights with regard to the Owner and the Owner's insurance or self-insurance.

BOARD'S INSURER:

**ALABAMA MUNICIPAL INSURANCE
CORPORATION, a corporation**

By: James T. Chamblee (Seal)
James T. Chamblee
Its AGENT



STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public, in and for said County in said State, do hereby certify that Dennis Rother, whose name as Chairman of THE ALABASTER WATER BOARD, ALABASTER, ALABAMA, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily for and as an act of such corporation and with full authority.

Given under my hand and official seal this 8th day of January, 1996.

Richard G. Gullett
Notary Public
My Commission Expires: 6-21-98

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public, in and for said County in said State, do hereby certify that Cecil F. Greene, whose name as President of RED MOUNTAIN CORPORATION, a Georgia corporation authorized to do business in Alabama as RED MOUNTAIN CORPORATION OF GEORGIA, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily for and as an act of such corporation and with full authority.

Given under my hand and official seal this 5th day of January, 1996.

Mary Beth Orville
Notary Public
My Commission Expires: 11/22/2000

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public, in and for said County in said State, do hereby certify that James T. Chamblee whose name as Agent of Alabama Municipal Insurance Corporation, a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily for and as an act of such corporation and with full authority.

Given under my hand and official seal this 1st day of Jan, 1996.

Rebecca J. Posey
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA

EXHIBIT "A"

PERMANENT UTILITIES EASEMENTS:

PERMANENT UTILITIES EASEMENT "A" - Commence at the southeast corner of the northeast quarter of Section 13, Township 21 South, Range 3 West and run westerly along the southerly boundary of the northeast quarter section for a distance of 5.00 feet to the Point of Beginning of a 10 foot wide permanent utilities easement which shall hereinafter be referred to as Permanent Utilities Easement "A", and shall lie along and equally either side of a line described as follows: From the Point of Beginning, turn an angle of $87^{\circ}40'59''$ to the right and run northerly for a distance of 791.05 feet to a point; thence turn an angle of $35^{\circ}27'15''$ to the left and run northwesterly parallel to the southwesterly right-of-way boundary of Interstate Highway 65 for a distance of 166.41 feet to a point; thence continue northwesterly parallel to the said Interstate Highway 65 right-of-way boundary for a distance of 1337.20 feet to a point; thence turn an angle of $49^{\circ}52'09''$ to the left and run westerly parallel to the southerly right-of-way boundary of the L&N Railroad for a distance of 660.42 feet to a point; thence turn an angle of $90^{\circ}03'10''$ to the right and run northerly a distance of 5.00 feet to a point on the southerly right-of-way boundary of the L&N Railroad, said point being the Point of Ending of Permanent Utilities Easement "A".

PERMANENT UTILITIES EASEMENT "B" - commence at the southeast corner of the northeast quarter of Section 13, Township 21 South, Range 3 West and run westerly along the southerly boundary of the northeast quarter section for a distance of 5.00 feet to a point; thence turn an angle of $87^{\circ}40'59''$ to the right and run northerly for a distance of 791.05 feet to a point; thence turn an angle of $35^{\circ}27'15''$ to the left and run northwesterly parallel to the southwesterly right-of-way boundary of Interstate Highway 65 for a distance of 166.41 feet to a point, said point being the Point of Beginning of a 30 foot wide permanent utilities easement which shall hereinafter be referred to as Permanent Utilities Easement "B", and shall lie along 5 feet left and 25 feet right of a line described as follows: From the Point of Beginning, turn an angle of $90^{\circ}51'43''$ to the left and run southwesterly for a distance of 82.04 feet to a point; thence turn an angle of $51^{\circ}42'53''$ to the right and run northwesterly for a distance of 249.98 feet to a point; thence turn an angle of $00^{\circ}03'45''$ to the right and run northwesterly for a distance of 270.94 feet to a point; thence turn an angle of $42^{\circ}35'04''$ to the left and run southwesterly for a distance of 143.66 feet to a point; thence turn an angle of $00^{\circ}27'39''$ to the right and run southwesterly for a distance of 155.00 feet to a point; thence turn an angle of $6^{\circ}55'26''$ to the right and run southwesterly for a distance of 551.32 feet to a point; thence turn an angle of $39^{\circ}40'15''$ to the right and run northwesterly for a distance of 44.50 feet to a point; thence turn an angle of $39^{\circ}35'52''$ to the left and run southwesterly for a distance of 328.42 feet to a point; thence turn an angle of $29^{\circ}24'27''$ to the

right and run northwesterly for a distance of 223.00 feet to a point; thence turn an angle of $00^{\circ}20'42''$ to the right and run northwesterly for a distance of 322.66 feet to a point; thence turn an angle of $44^{\circ}29'31''$ to the left and run southwesterly for a distance of 143.54 feet to a point; thence turn an angle of $7^{\circ}47'23''$ to the right and run southwesterly for a distance of 153.70 feet to a point; thence turn an angle of $11^{\circ}08'05''$ to the right and run southwesterly for a distance of 166.42 feet to a point; thence turn an angle of $16^{\circ}34'03''$ to the right and run northwesterly for a distance of 225.00 feet to a point; thence turn an angle of $17^{\circ}51'18''$ to the right and run northwesterly for a distance of 170.67 feet to a point; thence turn an angle of $10^{\circ}02'15''$ to the left and run northwesterly for a distance of 144.25 feet to a point; thence turn an angle of $49^{\circ}52'51''$ to the left and run southwesterly for a distance of 208.98 feet to a point; thence turn an angle of $38^{\circ}46'21''$ to the right and run northwesterly for a distance of 94.44 feet to a point; thence turn an angle of $20^{\circ}57'27''$ to the right and run northwesterly for a distance of 212.51 feet to a point; thence turn an angle of $16^{\circ}35'23''$ to the right and run northwesterly for a distance of 397.63 feet to a point; thence turn an angle $28^{\circ}40'22''$ to the left and run northwesterly for a distance of 230.61 feet to a point; thence turn an angle of $00^{\circ}17'48''$ to the left and run northwesterly for a distance of 261.63 feet to a point; thence turn an angle of $00^{\circ}18'02''$ to the left and run northwesterly for a distance of 73.00 feet to a point; thence turn an angle of $39^{\circ}19'43''$ to the right and run northwesterly for a distance of 75.00 feet to a point; thence turn an angle of $00^{\circ}17'37''$ to the right and run northwesterly for a distance of 63.29 feet to a point; thence turn an angle of $9^{\circ}35'09''$ to the right and run northwesterly for a distance of 337.02 feet to a point; thence turn an angle of $44^{\circ}45'48''$ to the left and run northwesterly for a distance of 89.87 feet to a point; thence turn an angle of $45^{\circ}14'04''$ to the left and run southwesterly for a distance of 82.69 feet to a point; thence turn an angle of $89^{\circ}03'27''$ to the right and run northwesterly for a distance of 215.92 feet to a point, said point shall hereinafter be referred to as Point "A". At Point "A", the Permanent Utilities Easement "B" as hereinabove described shall cease to be a 30 foot wide easement and shall commence to be a 10 foot wide permanent utilities easement and shall lie along and equally either side of the line continuing as follows: From Point "A", turn an angle of $88^{\circ}29'34''$ to the left and run southwesterly for a distance of 136.04 feet to a point; thence turn an angle of $19^{\circ}45'37''$ to the right and run southwesterly for a distance of 329.22 feet to a point; thence turn an angle of $63^{\circ}07'54''$ to the right and run northwesterly for a distance of 429.01 feet to a point; thence turn an angle of $4^{\circ}20'22''$ to the left and run northwesterly for a distance of 39.51 feet to a point lying on the boundary of the property and said point being the Point of Ending of the Permanent Utilities Easement "B".

The Permanent Utilities Easements "A" and "B" as hereinabove described shall lie in the property owned by the Owner as recorded in Deed Book 258, Page 665, Parcel "D" in the Probate Office in

Shelby County, Alabama, and shall contain 4.838 acres more or less.

TEMPORARY CONSTRUCTION EASEMENTS

TEMPORARY CONSTRUCTION EASEMENT "C" - Commence at the southeast corner of the Northeast quarter of Section 13, Township 21 South, Range 3 West in Shelby County, Alabama, for the Beginning of a 20 foot wide temporary construction easement, which shall hereinafter be referred to as Temporary Construction Easement "C", which shall lie westerly of and adjacent to the hereinabove described Permanent Utilities Easement "A" and shall run from the southerly boundary of said quarter section northerly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 790 feet; thence shall turn and run northwesterly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 1503 feet; thence shall turn and run westerly parallel to the said Permanent Utilities Easement "A" for an approximate distance of 665 feet; thence shall turn and run northerly to the southerly boundary of the L&N Railroad for the Ending of the Temporary Construction Easement "C".

TEMPORARY CONSTRUCTION EASEMENT "D" - Commence at Point "A" on the Permanent Utilities Easement "B" as hereinabove described for the Beginning of a 20 foot wide temporary construction easement which shall hereinafter be referred to as Temporary Construction Easement "D", which shall lie southerly of and adjacent to the hereinabove described Permanent Utilities Easement "B" and shall run from the said Point "A" southwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 136 feet; thence shall turn and run southwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 329 feet; thence shall turn and run northwesterly parallel to the said Permanent Utilities Easement "B" for an approximate distance of 469 feet to the Ending of the Temporary Construction Easement "D".

The Temporary Construction Easements "C" and "D" as hereinabove described shall lie in the property owned by the Owner as recorded in Deed Book 258, Page 665, Parcel "D" in the Probate Office of Shelby County, Alabama, and shall contain 1.787 acres more or less.

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