

This instrument prepared by:
John E. Hagefstration, Jr.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203-2736

STATE OF ALABAMA)
 :
SHELBY COUNTY)

02/04/1999-04999
SEWER LINE EASEMENT CERTIFIED
10:15 PM
SHELBY COUNTY JUDGE OF PROBATE
000 CRH 21.00

KNOW BY THESE PRESENTS: That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BIRMINGHAM REALTY COMPANY**, an Alabama corporation (hereinafter referred to as "Grantor") does hereby grant, bargain, sell and convey unto **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation (hereinafter referred to as "Grantee"), its successors and assigns, from the date hereof, an easement for an underground sanitary sewer line under and through the real estate situated in Shelby County, Alabama, which is more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference, for the purposes of presently and from time to time in the future as Grantee may elect, repairing, maintaining and operating the sanitary sewer pipes and equipment located in the easement in connection with Grantee's obtaining sanitary sewage disposal services from Double Oak Water Reclamation, L.L.C. or any successor or other provider of such services (the "Sewer Utilities").

Grantor does hereby further grant, bargain, sell and convey unto Grantee all other rights and privileges necessary or convenient for the full enjoyment and use of the easement herein granted, for all the purposes above stated, including but not limited to (i) to the extent within Grantor's control, the right to the use of the extension of the Sewer Utilities across the right-of-way of U. S. Highway 280 to the connection thereof to the trunk line to be maintained by the provider of the sanitary sewer services, (ii) the free right of ingress and egress over the property described on the attached Exhibit "A", for the purposes above stated, and (iii) the right, from time to time, to access across Grantor's adjacent property, in connection with the enjoyment of the privileges herein conveyed, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed. Provided, however, that in connection with the exercise of such rights, (a) Grantee shall be responsible for repairing any and all damage it may cause to any landscaping or paving located in the easement and (b) Grantor shall be responsible for maintaining those portions of the Sewer Utilities which are located within Line S-1, shown on the attached Exhibit "B", or which are damaged by Grantor, the successors or assigns of Grantor, or their agents, contractors, employees or representatives.

Grantor represents to Grantee that the Sewer Utilities have been installed in a good and workmanlike manner and in compliance with all applicable governmental rules, regulations and requirements. Grantor shall repair, at its expense, any defects in the Sewer Utilities which occur or

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become evident within the first 90 days after the connection of Grantee's property to the Sewer Utilities.

TO HAVE AND TO HOLD the said easement to Grantee, its successors and assigns, provided that Grantor herein shall have and expressly reserves to Grantor the right to use and enjoy the property described in the attached Exhibit "A" to install landscaping and/or to pave such property for use as parking for the shopping center development upon which the easement is located, but that such use and enjoyment by Grantor shall be in such a manner as to not interfere with the use thereof by Grantee, its successors and assigns. Grantor herein expressly reserves the right to relocate any Sewer Utilities at Grantor's expense at any time after at least 30 days prior written notice thereof by Grantor to Grantee and, furthermore, to cause the Grantee to abandon the rights created by this instrument, provided that (i) Grantor executes a substitute Sewer Easement in favor of Grantee to accommodate the relocated Sewer Utilities on the same terms and conditions as set forth herein; (ii) Grantor has connected Grantee to the relocated sewer line at Grantor's expense; (iii) the relocated sewer line has been installed by Grantor, at its expense, in such manner that it will gravity flow from the point of its connection at Grantee's property line into the system through which sanitary sewer services are being provided, without the requirement of pumps or other devices which would in any manner cause Grantee to incur additional expense; (iv) no interruption in service to Grantee's properties is caused as the result of the relocation of the sewer line and the connection of Grantee thereto; and, (v) Grantor provides to Grantee evidence that Grantor has the unrestricted right to grant the substitute easement and that the Grantee's title, rights and interests thereunder will not be subject or second to those of any other parties.

The easement and other rights and interests herein conveyed shall run with the land for the benefit of Grantee's property, which is described on the attached Exhibit "C," and the future owners and occupants thereof.

3RD IN WITNESS WHEREOF, Grantor has caused this conveyance to be executed on this the 3RD day of February, 1999.

BIRMINGHAM REALTY COMPANY

By: 

Its: President

STATE OF ALABAMA

)

JEFFERSON COUNTY

:

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Russell M. Cunningham, III, whose name as President of Birmingham Realty Company, an Alabama corporation, 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3rd day of February, 1999.



Notary Public

[NOTARIAL SEAL]

My commission expires: 9-15-02

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH

BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6166

FAX (205) 328-2252

LEGAL DESCRIPTION OF EASEMENT

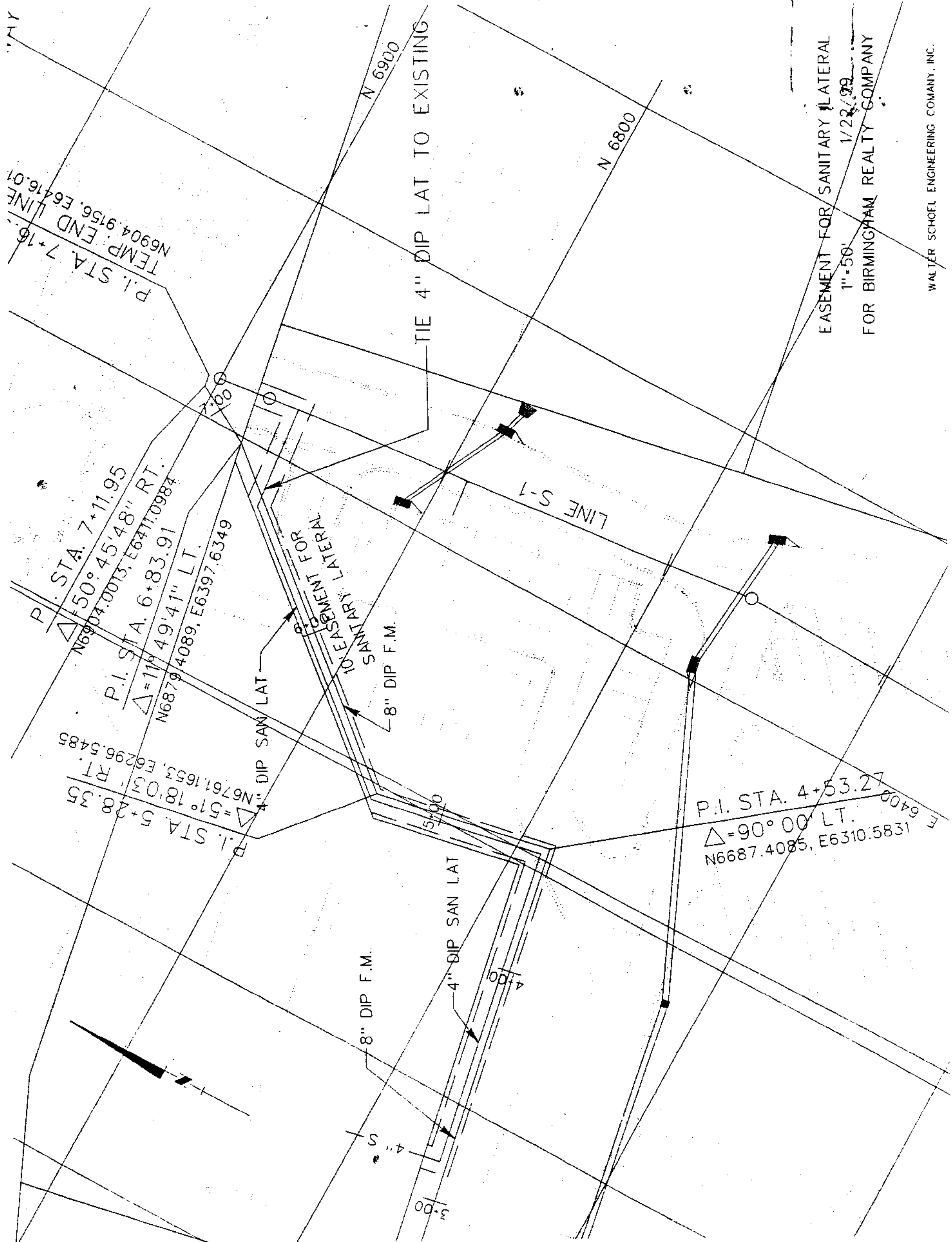
An Easement for construction, maintenance, repair or any related activities for a sanitary sewer service line situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being 10 feet in width, lying 5 feet on each side of the following described centerline:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1048.33 feet to a point; thence $66^{\circ}52'40''$ to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence $16^{\circ}06'07''$ to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence $18^{\circ}54'05''$ to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence $67^{\circ}45'50''$ to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence $90^{\circ}26'05''$ to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence $24^{\circ}53'$ to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence continue along the last described course and along the Southerly right-of-way line of U.S. Highway #280 a distance of 44.48 feet to a point; thence $13^{\circ}57'46''$ to the right in a Northeasterly direction along said right-of-way line a distance of 268.33 feet to a point; thence $140^{\circ}55'02''$ to the right (leaving said right-of-way line) in a Southwesterly direction a distance of 259.74 feet to a point; thence $38^{\circ}41'58''$ to the right in a Southwesterly direction a distance of 127.15 feet to the POINT OF BEGINNING; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 7.00 feet to a point; thence $90^{\circ}00'$ to the left in a Northeasterly direction a distance of 134.15 feet to a point; thence $90^{\circ}00'$ to the left in a Northwesterly direction a distance of 73.52 feet to a point; thence $51^{\circ}18'04''$ to the right in a Northeasterly direction a distance of 130.31 feet to a point; thence $43^{\circ}34'10''$ to the right in a Northeasterly direction a distance of 42.72 feet to a point on sanitary sewer main line S-1, 12.7 feet South of manhole 0+22 as shown on plan of Chelsea Corners Sanitary Sewer Line S-1 prepared by Walter Schoel Engineering Company; thence 90° to the left in a Northwesterly direction along said sanitary sewer main a distance of 18.00 feet to a point on the South right-of-way line of U.S. Highway No. 280, said point being the end of the centerline of said easement (less and except any portion lying within Parcel III as shown on Boundary Survey of acreage in Section 27, Township 19 South, Range 1 West, prepared by Walter Schoel Engineering Company, Inc., dated August 17, 1998).

January 22, 1999

desc931

Exhibit A



EASEMENT FOR SANITARY LATERAL
 1"=50'
 1/22/99
 FOR BIRMINGHAM REALTY COMPANY

WALTER SCHOELL ENGINEERING COMPANY, INC.

Exhibit B

PARCEL I

LEGAL DESCRIPTION

A parcel of land situated in the N.E.1/4 of the S.W.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E.1/4 of the S.W.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence 24°53' to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to a point; thence 103°34'46" to the right in a Southeasterly direction a distance of 153.75 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 108.85 feet to the POINT OF BEGINNING; thence 38°41'58" to the left in a Northeasterly direction a distance of 101.53 feet to a point; thence 128°41'58" to the right in a Southeasterly direction a distance of 63.48 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 79.24 feet to the POINT OF BEGINNING.

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PARCEL II 10:52 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

LEGAL DESCRIPTION 006 CCM 21.00

A parcel of land situated in the N.E.1/4 of the S.W.1/4 and the N.W.1/4 of the S.E.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E.1/4 of the S.W.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence 24°53' to the right in a Northeasterly direction a distance of 151.47 feet along said right-of-way line to the POINT OF BEGINNING; thence continue along the last described course and along the Southerly right-of-way line of U.S. Highway #280 a distance of 44.48 feet to a point; thence 13°57'46" to the right in a Northeasterly direction along said right-of-way line a distance of 268.33 feet to a point; thence 140°55'02" to the right (leaving said right-of-way line) in a Southwesterly direction a distance of 259.74 feet to a point; thence 38°41'58" to the right in a Southwesterly direction a distance of 108.85 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 153.75 feet to the POINT OF BEGINNING.

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