

STATE OF ALABAMA)

Inst # 1999-52030

SHELBY COUNTY)

12/28/1999-52030
12:43 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
LIFT STATION 23.50

EASEMENT AGREEMENT

THIS LIFT STATION EASEMENT AGREEMENT (this "Agreement") made and entered into this 2nd day of December, 1999 by and between BIRMINGHAM HOSPITALITY CORPORATION, an Alabama ("Grantor") and CAHABA PARK SOUTH LLC, an Alabama limited liability company ("Grantee").

RECITALS:

Grantor is the owner of the parcel of real property described in Exhibit A attached hereto and made a part hereof (the "Grantor's Property"). Grantee is the owner of certain real property adjoining Grantor's Property, such property owned by Grantee being more particularly described in Exhibit B attached hereto and made a part hereof (the "Grantee's Property").

Grantor is willing to grant to Grantee a permanent, perpetual and non-exclusive easement over, across, through and upon a portion of Grantor's Property, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby quitclaim and convey unto the Grantee, its successors and assigns, a non-exclusive easement for access to and use of a certain sewer pump station located on Grantor's Property, together with all pumps, piping, back flow preventors, float switch triggers, valves, flow control meters, building service connections, receptacles, alarms, emergency power sources and other facilities appurtenant to or other use in connection with such sewer pump station

(collectively, the "Lift Station"), along with the right and privilege to operate, maintain, repair, replace and upgrade the Lift Station for purposes of pumping sanitary sewage into the forced main piping which flows to the City of Birmingham's sewer processing facility, subject to the terms, provisions and conditions set forth in this Agreement. The portion of Grantor's Property subject to the easement is described as follows:

See Exhibit C Attached Hereto

2. Grantee shall have access to all piping for the Lift Station from Grantee's building service connections to the Lift Station receptacle and to the forced main piping which connects to the City of Birmingham's sewer processing facility.

3. Grantee shall repair Grantor's property within the easement area substantially to its original condition if there is damage caused by Grantee or its agents while entering on Grantor's property for purposes of operating, maintaining, repairing, replacing or upgrading the Lift Station. Grantee shall indemnify and hold Grantor harmless from and against any and all liabilities, actions, claims and expenses (including attorney fees) resulting from Grantee's negligence, recklessness or intentional misconduct with respect to its use of said easement or Lift Station. Grantee shall ensure that its entering onto Grantor's Property shall not materially interfere with Grantor's operations.

4. Grantee shall have the right, but not the obligation, to maintain the area around the Lift Station receptacle to prevent the interference of operation and maintenance of the pumps, piping and other appurtenances related to the function of the Lift Station.

5. Grantor and Grantee shall share equally the reasonable expenses incurred after the date of this Agreement in the operation, maintenance, repair and replacement of the Lift Station.

6. This easement is subject to all matters of record. Grantors may cancel this easement upon 90 days written notice if the same materially interferes with the mortgage, sale or use of Grantor's Property and any such interference cannot be reasonably resolved through title insurance, subordination of Grantee's rights hereunder or otherwise.

7. This Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns and is intended to run with the land.

GRANTOR

BIRMINGHAM HOSPITALITY CORPORATION

By: [Signature]
Its: President

GRANTEE

CAHABA PARK SOUTH

By: Mike Graham
Its: Member

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Mike Graham, whose name as Member of Cahaba Park South LLC, an AL limited liability company, 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 _____ and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 17th day of September, 1999.

Bruce M. Annally
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/27/99

Florida
STATE OF ALABAMA)
Santa Rosa COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Julian B. McQueen, whose name as President of Birmingham Hospitality Corporation limited liability company, 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 _____ and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 2nd day of December, 1999.

Carol Ruben
Notary Public



My commission expires: 12-10-02

This instrument prepared by:

J. Keith Windle, Esq.
Bradley Arant Rose & White
420 North 20th Street, Suite 2000
Birmingham, Alabama 35203

EXHIBIT "A"

Legal Description

Lot 14 B, according to the Cahaba Park survey, as recorded in Map Book 10, Page 7 in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"

Legal Description

PARCEL I:

Lot 12, according to the Survey of Cahaba Park South as recorded in Map Book 9, page 164 in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 13-A, according to the Survey of Cahaba Park Survey, Resurvey No. 1 as recorded in Map Book 12, page 53 in the Probate Office of Shelby County, Alabama.

PROPOSED PUMP STATION EASEMENT

Commence and begin at the Northeast Corner of Lot 14 of CAHABA PARK SOUTH as recorded in Map Book 9, Page 164 in the Office of the Judge of Probate of Shelby County, Alabama; thence run Westerly along the South line of Lot 12 of CAHABA PARK SOUTH a distance of 40.00 feet; thence an interior angle right of 88°05'00" Southerly 25.00 feet; thence an interior angle right of 91°55'00" Easterly 40.00 feet to the East line of Lot 14; thence an interior angle right of 88°05'00" Northerly 25.00 feet to the Point of Beginning.

Inst # 1999-52030

12/28/1999-52030
12:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 23.50