

STATE OF ALABAMA)

SHELBY COUNTY)

SANITARY SEWER EASEMENT

THIS EASEMENT is made and entered into as of this 2nd day of March, 2000 by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("Grantor") and VULCAN PROPERTIES, LLC, an Alabama limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property located in Shelby County, Alabama ("Grantor's land"), upon which land a sanitary sewer line is located.

WHEREAS, Grantee is the owner of the real property located in Shelby County, Alabama which is adjacent to Grantor's land, such Grantee land being described on Exhibit "A" which is attached hereto and incorporated herein by reference ("Grantee Land"); and

WHEREAS, Grantor desires to convey an easement to Grantee over a portion of Grantor's property so as to permit sanitary sewer lines to be constructed from Grantee's land and to connect into the City's sanitary sewer system (the "Sanitary Sewer Easement"). The Sanitary Sewer Easement is described on Exhibit "B", which is attached hereto and incorporated herein by reference.

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to accept from Grantor a perpetual easement for a sanitary sewer line to be installed within the Sanitary Sewer Easement and for Grantee to provide for the upkeep, repair, maintenance and construction of all materials, equipment and facilities located thereon up to the location where the Grantee will be connecting into City's sanitary sewer line; and

WHEREAS, the parties desire the establishment of this Easement herein to be governed according to the terms and provisions hereinafter set forth.

Inst # 2000-06721

03/03/2000-06721

09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NMS 24.50

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee covenant and agree for themselves, their successors and assigns, as follows:

1. **GRANT OF SANITARY SEWER EASEMENT:** The Grantor does hereby grant, bargain, sell and convey unto the Grantee and its successors and assigns for the benefit of the Grantee Land, a perpetual easement over the entire Sanitary Sewer Easement for a sanitary sewer line from Grantee's land, together with all rights and privileges necessary or convenient for the reasonable enjoyment or use thereof, including the right to enter upon the Grantor Land for the purpose of maintaining, repairing and upkeep to the Sanitary Sewer Easement and the improvements thereon as provided for herein.
2. **CONSTRUCTION AND MAINTENANCE EASEMENT:** Grantor does hereby declare, grant and establish, for the benefit of the Grantee Land, a construction and maintenance easement appurtenant to the Grantee Land, over the area described on Exhibit "C" ("Construction Area") which is attached hereto and incorporated herein by reference, for the purpose of installing, constructing, maintaining, repairing and upkeep to the sewer piping, facilities and improvements within the Sanitary Sewer Easement. The Grantee or its designees shall, and hereby agrees that they will, at their sole expense, promptly after said construction, or after any repair or maintenance, restore the surface of the area disturbed in said construction. Such surface restoration shall include, without limitation, revegetation of the area, cleaning all debris and otherwise complying with all applicable federal, state and local laws and the rules and regulations of any governmental authority or agency having jurisdiction thereover.
3. **PROHIBITION OF CONSTRUCTION:** Grantor hereby agrees that neither it nor its successors shall construct or permit to built or maintained, any structure or improvement on the Sanitary Sewer Easement which would adversely affect the use of such sanitary sewer easement or affect access for repair or maintenance to the improvements located therein.
4. **MAINTENANCE OF EASEMENT PREMISES:** Grantee hereby agrees to maintain and repair at Grantee's sole cost and expense, the Sanitary Sewer Easement in the Construction Area, until such time as it is dedicated to the City of Hoover, Shelby County or other applicable governmental authority.
5. **FURTHER DOCUMENTS; DEDICATION:** Grantor hereby agrees to execute such further and additional documents in order to assist Grantee in dedicating the Sanitary Sewer Easement to the appropriate governmental authority.
6. **COVENANT RUNNING WITH THE LAND:** The Easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto, their respective successors and assigns.

7. **PRIVATE EASEMENT:** The easements, rights and covenants established, created and granted in this instrument are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their successors and assigns, and not of creating any rights in the public.

8. **COST OF CONSTRUCTION:** Unless otherwise agreed in writing, the cost of construction, installation, repair and upkeep of the Sanitary Sewer Easement located in the Construction Area shall be borne by the Grantee. All construction and building shall be done in accordance with all applicable laws, ordinances and regulations. The Grantee hereby agrees that no lien shall be permitted to attach to the Grantor's property during any maintenance or repair of the Easement or the improvements thereon by Grantee. In the event such a lien is filed based upon work performed by Grantee or its contractors, Grantee shall immediately pay to have the same removed.

10 **REASONABLE USE:** The parties agree that the easement rights created pursuant to this agreement will be exercised in a reasonable manner which is calculated to minimize any interference with the conduct of business on any of the properties referred to herein.

11. **TERMINATION:** Both Grantor and Grantee hereby agree that the rights and obligations of the parties set forth herein shall automatically terminate when the Sanitary Sewer Easement is dedicated to the applicable governmental authority.

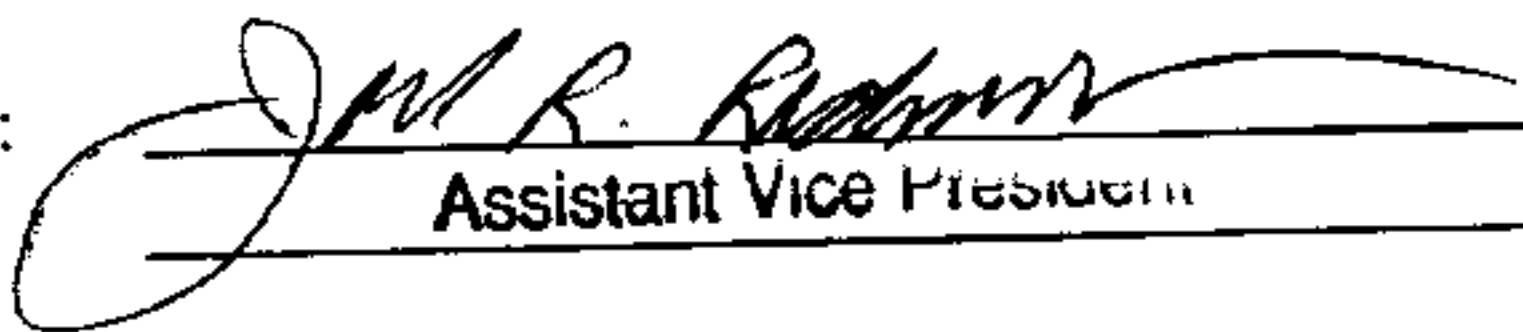
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation

By:

Its:


Assistant Vice President

X

STATE OF GEORGIA)

FULTON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Joel R. Redmon Assistant Vice President, whose name as of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing Sanitary Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, 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, 2000.

Kathleen D. Coady
Notary Public
My Commission Expires March 15, 2003

GRANTEE:

VULCAN PROPERTIES, LLC, an Alabama limited liability company

By: [Signature]
Its: Member

STATE OF ALABAMA)

Jeff. COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Douglas G. Moore, whose name as member of Vulcan Properties, LLC, an Alabama limited liability company, is signed to the foregoing Sanitary Sewer Easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 2 day of MOR., 2000.

Lomaya A. Goode
Notary Public
My Commission Expires: 9-24-03

EXHIBIT A

LEGAL DESCRIPTION OF INVERNESS SITE 6

Being situated in the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northeasterly line of herein described tract, thence a deflection angle right of $136^{\circ}40'00''$ and run in a Southeasterly direction 90.74 feet to the POINT OF BEGINNING of herein-described tract; thence an interior angle of $223^{\circ}21'11''$ and run to the left in a Southeasterly direction, a distance of 115.64 feet to a point on the 496 contour and water line of Lake Heather; thence the following meanderings of said 496 contour of Lake Heather; thence an interior angle of $100^{\circ}01'33''$ and run to the right in a Southeasterly direction, a distance of 58.01 feet; thence an interior angle of $217^{\circ}26'17''$ and run to the left in a Southeasterly direction, a distance of 73.65 feet; thence an interior angle of $169^{\circ}24'08''$ and run to the right in a Southeasterly direction, a distance of 86.17 feet; thence an interior angle of $187^{\circ}52'34''$ and run to the left in a Southeasterly direction, a distance of 52.93 feet; thence an interior angle of $140^{\circ}52'07''$ and run to the right in a Southeasterly direction, a distance of 13.47 feet; thence an interior angle of $137^{\circ}45'10''$ and run to the right in a Southwesterly direction, a distance of 40.06 feet; thence an interior angle of $160^{\circ}58'50''$ and run to the right in a Southwesterly direction, a distance of 78.87 feet; thence an interior angle of $183^{\circ}03'35''$ and run to the left in a Southwesterly direction, a distance of 76.46 feet; thence an interior angle of $182^{\circ}11'25''$ and run to the left in a Southwesterly direction, a distance of 63.51 feet; thence an interior angle of $159^{\circ}30'32''$ and run to the right in a Southwesterly direction, a distance of 17.72 feet; thence an interior angle of $140^{\circ}49'18''$ and run to the right in a Northwesterly direction, a distance of 20.38 feet; thence an interior angle of $133^{\circ}25'59''$ and run to the right in a Northwesterly direction, a distance of 36.39 feet; thence an interior angle of $201^{\circ}47'22''$ and run to the left in a Northwesterly direction, a distance of 24.60 feet; thence an interior angle of $270^{\circ}28'02''$ and run to the left in a Southwesterly direction, a distance of 43.95 feet; thence an interior angle of $147^{\circ}21'47''$ and run to the right in a Southwesterly direction, a distance of 43.07 feet; thence an interior angle of $160^{\circ}21'49''$ and run to the right in a Northwesterly direction 39.13 feet; thence an interior angle of $227^{\circ}04'39''$ and run to the left in a Southwesterly direction, a distance of 12.65 feet; thence an interior angle of $260^{\circ}56'25''$ and run to the left in a Southeasterly direction, a distance of 61.31 feet; thence an interior angle of $159^{\circ}07'55''$ and run to the right in a Southeasterly direction, a distance of 39.52 feet; thence an interior angle of $158^{\circ}00'32''$ and run to the right in a Southwesterly direction, a distance of 28.74 feet; thence an interior angle of $124^{\circ}06'33''$ and run to the right in a Southwesterly direction, a distance of 23.58 feet; thence an interior angle of $153^{\circ}02'41''$ and run to the right in a Northwesterly direction, a distance of 31.66 feet; thence an interior angle of $160^{\circ}26'05''$ and run to the right in a Northwesterly direction, a distance of 63.80 feet; thence an interior angle of $142^{\circ}49'05''$ and run to the right in a Northwesterly direction and leaving said 496 contour of Lake Heather 108.61 feet; thence an interior angle of $197^{\circ}44'26''$ and run to the left in a Northwesterly direction, a distance of 253.90 feet; thence an interior angle of $142^{\circ}43'32''$ and run to the right in a Northwesterly direction, a distance of 98.30 feet to a point on a curve to the right, said curve being on the Southeasterly right-of-way of Inverness Center Parkway, said curve having a radius of 505.62 feet and a central angle of $02^{\circ}34'31''$; thence an interior angle of $124^{\circ}47'58''$ to the tangent of said point on curve and run in a Northeasterly direction along said right-of-way and arc of said curve 22.73 feet to a point of reverse curve to the left, said curve having a radius of 1245.75 feet and a central angle of $15^{\circ}44'48''$; thence continue in a Northeasterly direction along said right-of-way and the arc of said curve 342.37 feet to a point of reverse curve of a curve to the right, said curve having a radius of 25.00 feet and a central angle of $100^{\circ}41'45''$; thence continue in a Northeasterly to Southeasterly direction leaving said right-of-way and run along the arc of said curve 43.94 feet to the point of tangent; thence run along said tangent in a Southeasterly direction 236.76 feet to the POINT OF BEGINNING. Contains 5.9400 acres.

EXHIBIT B

LEGAL DESCRIPTION OF 20 FOOT EASEMENT FOR SANITARY SEWER

Being situated in the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West and the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet; thence a deflection angle right of $136^{\circ}40'00''$ and run to the right in a Southeasterly direction 90.74 feet; thence a deflection angle left of $43^{\circ}21'11''$ and run to the left in a Southeasterly direction 46.00 feet to the Point of Beginning of herein described 20 Foot Easement For Sanitary Sewer, said easement lying 10.00 feet each side of the following described centerline; thence a deflection angle left of $86^{\circ}54'27''$ and run to the left in a Northeasterly direction 69.58 feet to an existing sanitary sewer manhole and the end of herein described 20 Foot Easement for Sanitary Sewer.

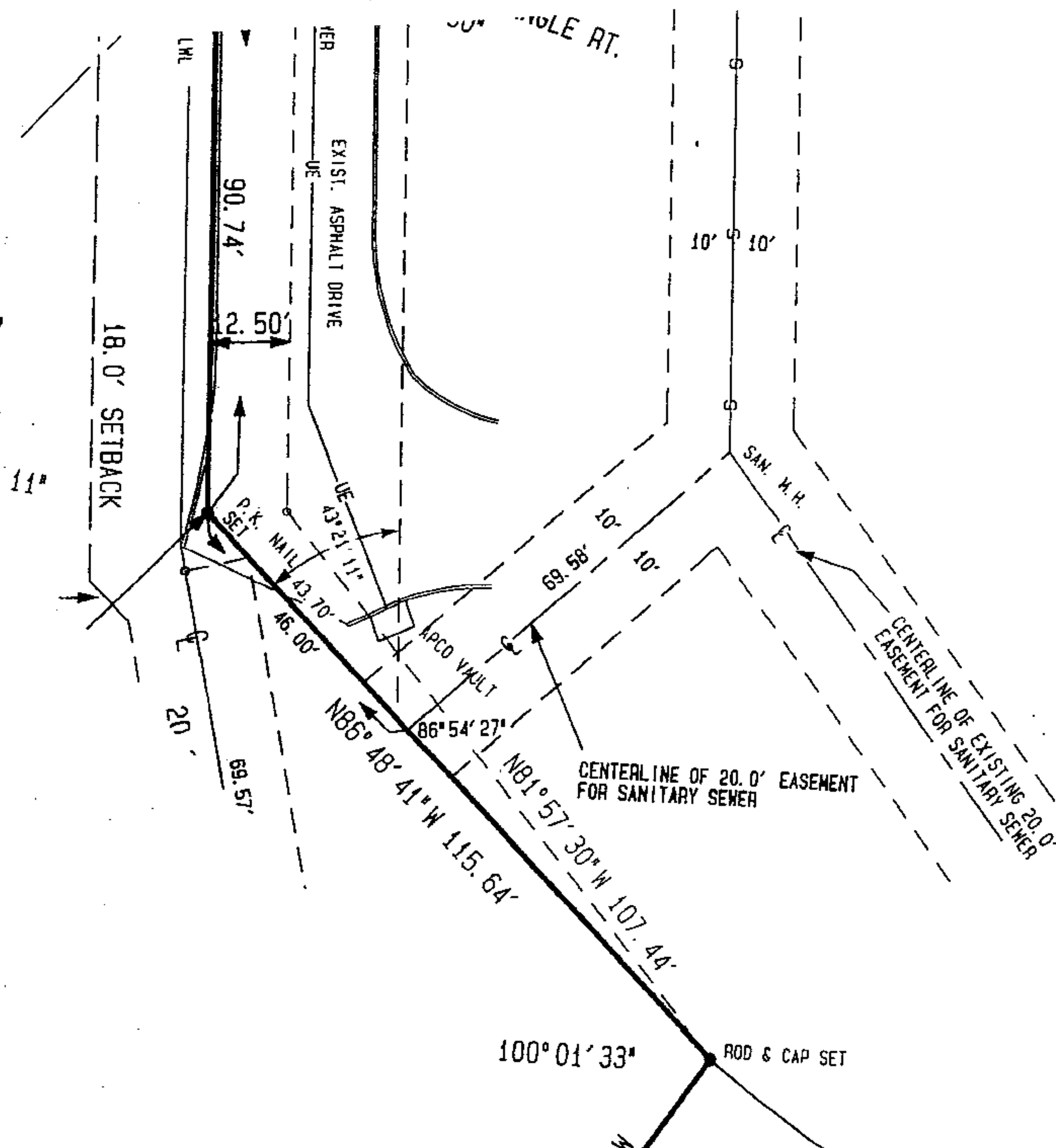
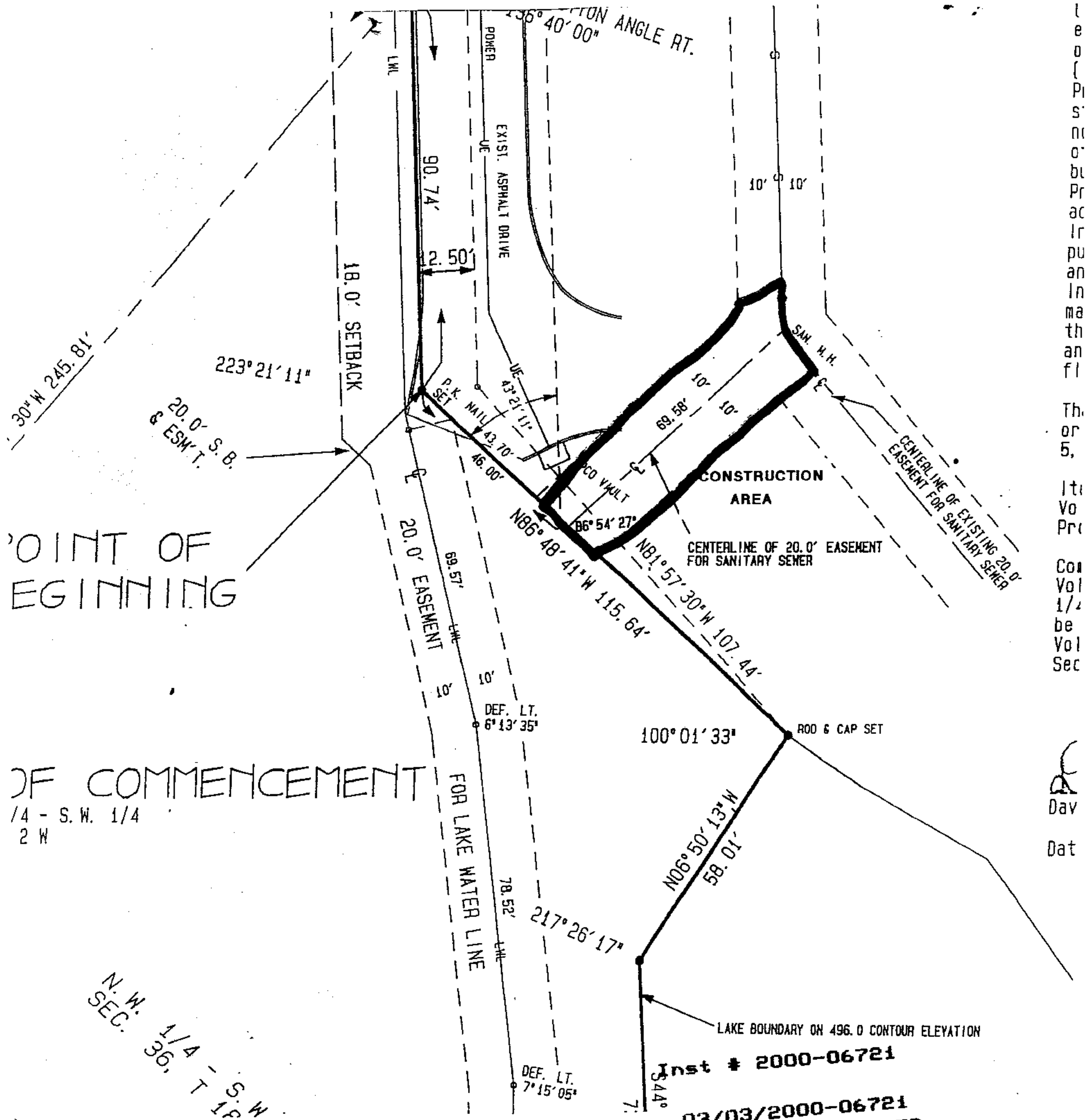


EXHIBIT C



Inst # 2000-06721

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