

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

SANITARY SEWER LINE EASEMENT AGREEMENT

THIS SANITARY SEWER LINE EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 21st day of December, 2000 by and among DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership ("Grantor"), in favor of SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama ("Grantee").

R E C I T A L S :

Grantor is the owner of that certain real property (the "Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement over and upon the Easement Property for the purposes set forth below.

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

1. Subject to the provisions of Paragraphs 2 and 4 below, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the purposes of installing, erecting, replacing, relocating, maintaining and operating thereon underground sanitary sewer lines, pipes, conduits, drains, manholes, equipment, machinery and other apparatus and appurtenances (collectively, the "Sewer Lines").

2. The easement granted herein by Grantor to Grantee shall be utilized by Grantee solely for the purposes of installing, maintaining, operating, repairing and replacing underground Sewer Lines within the Easement Property; provided, however, that Grantee's installation and maintenance of above-ground or ground level manholes within the Easement Property shall not be deemed a violation of this Paragraph 2. In no event shall any above-ground improvements (other than above-ground or ground level manholes) be constructed, installed, placed, erected or maintained by Grantee on any of the Easement Property.

3. Subject to the provisions of Paragraph 4 below, the easement granted pursuant to Paragraph 1 above shall be and is a permanent, perpetual and non-exclusive easement which shall be a covenant running with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, forever.

4. Notwithstanding anything provided in this Agreement to the contrary, Grantor does hereby establish and reserve for itself and its successors and assigns, forever, a permanent and perpetual easement and right to construct, erect, maintain, install, place, replace and operate at any time and from time to time (a) above-ground roadways, walkways, paths, curbing, gutters, landscaping and other improvements (other than buildings or any other permanent, vertical structures) on any portion of the Easement Property and (b) underground utility lines, pipes, conduits, drains, equipment, machinery and other apparatus and appurtenances over, across, through, under or upon any and all portions of Easement Property.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, Its General Partner

By: [Signature]
Its: Senior Vice President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack R. Peterson, whose name as Senior Vice President of Daniel Realty Investment Corporation, a Virginia corporation, as General Partner of DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, an Alabama limited partnership, 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 such corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 27th day of December, 2000.

Nancy R. Echols
Notary Public
My Commission Expires: 3-27-2001

This instrument prepared by and upon recording should be returned to:

Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
2001 Park Place, Suite 1400
Birmingham, Alabama 35203

EXHIBIT A

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6166

FAX (205) 328-2252

WWW.SCHOEL.COM

20' SANITARY SEWER EASEMENT

Being a part of Lot 11-G, Meadow Brook Corporate Park South Phase II, Resurvey No.8, as recorded in Map Book, 25, Page 91 A & B in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Lot 11-G, Meadow Brook Corporate Park South Phase II Resurvey No. 8, said point also being the Southeast corner of Lot 11-F; thence run North 0°00' East along the common property line of Lots 11-G and 11-F a distance of 10.00 feet to the POINT OF BEGINNING of a 20 foot Sanitary Sewer Easement being 10 feet either side of the following described centerline; thence North 90°00' East a distance of 327.22 feet to a point; thence North 45°00' East a distance of 60.38 feet to the POINT OF ENDING.

desc1204

Inst # 2000-44862

12/27/2000-44862
12:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMB 17.00