

SANITARY SEWER EASEMENT AGREEMENT

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, **AIG Baker Lee Branch, L.L.C.** ("Grantor"), does hereby grant, bargain, and convey unto **Shelby County** ("Grantee"), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land more particularly described on Exhibit "A" attached hereto (the "Easement Area"), for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. The Easement Area is located within the following described property of the Grantor (collectively, hereinafter referred to as the "Property")

Parcel 1B, according to a resurvey of 1st Revision of the Amended Map of Lee Branch Corporate Center recorded in Map Book 30, Page 132, in the Office of the Judge of Probate of Shelby County.

Parcel 5A, of that certain map entitled AMENDED MAP OF LEE BRANCH CORPORATE CENTER, as said map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 26, Page 109, being a resurvey of Parcels 1, 3, 8 and 5 Lee Branch Corporate Center as recorded in Map Book 26, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel 7, 9, and 11 of Lee Branch Corporate Center as recorded in Map Book 26, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama, together with the Parcel designated as "Common Area" on said map.

The Grantee shall have the right, privilege and obligation of a perpetual use of said Easement Area for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the Easement Area and the

Property when deemed reasonably necessary for the avoidance of danger in and about said public use of said Easement Area, and the obligation to maintain said Easement Area and Property in good condition and repair.

The Grantee shall have non-exclusive, free access, ingress and egress to and from said Easement Area over and across the Property for the purposes herein mentioned, and the Grantor shall erect no structures on the portion of the land above described within the width of said Easement Area, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on the Property for the purposes heretofore expressed; provided that said dirt or materials does not unreasonable interfere with Grantor's use and enjoyment of the Property and is maintained in a sightly and clean manner. Any and all disturbed areas within said Easement Area or on the Property shall be put back to the condition that existed prior to such disturbance, including, without limitation, put back to match adjacent natural ground with a suitable grass mixture for the season to be applied.

Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor covenants that it has good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 21st day of October, 2004.

WITNESSES:

AIG BAKER LEE BRANCH, L.L.C.

Alex C. Whitcraft

Amy G. McNamara

By: AIG Baker Shopping Center Properties,
L.L.C.

By:

Alex D. Baker
Alex D. Baker
President

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Alex D. Baker, whose name as President of AIG Baker Shopping Center Properties, L.L.C., sole member of AIG Baker Lee Branch, L.L.C., a Delaware 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 21 day of October, 2004.

[SEAL]

Notary Public:

My Commission Expires:

Mary Lyon Fay
3-29-08

Exhibit "A"

Legal Description of the Easement Area

SEWER EASEMENT ACROSS PARCEL 1B LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58 in the Office of the Judge of Probate, Shelby County, Alabama and run in a Southeasterly direction along the North line of said parcel for a distance of 281.97 feet; thence turn an interior angle of 83 degrees 48 minutes 50 seconds to the left and run in a Southwesterly direction for a distance of 50.29 feet; thence turn an interior angle of 96 degrees 11 minutes 10 seconds to the left and run in a Northwesterly direction for a distance of 277.81 feet; thence turn an interior angle of 88 degrees 33 minutes 29 seconds to the left and run in a Northeasterly direction for a distance of 50.02 feet to the POINT OF BEGINNING. Said parcel contains 13,995 square feet or 0.32 acres more or less.

SEWER EASEMENT ACROSS PARCEL 5A LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58 in the Office of the Judge of Probate, Shelby County, Alabama and run in a Southeasterly direction along the North line of said parcel for a distance of 535.76 feet to the Northwest corner of Parcel 5A and the POINT OF BEGINNING; thence run along last described course and along the North line of said Parcel 5A for a distance of 229.42 feet; thence turn an interior angle of 94 degrees 00 minutes 40 seconds to the left and run in a Southeasterly direction for a distance of 65.34 feet; thence turn an interior angle of 90 degrees 14 minutes 08 seconds to the left and run in a Southwesterly direction for a distance of 93.18 feet; thence turn an interior angle of 169 degrees 57 minutes 26 seconds to the left and run in a Northwesterly direction for a distance of 98.99 feet; thence turn an interior angle of 175 degrees 54 minutes 50 seconds to the left and run in a Northwesterly direction for a distance of 49.10 feet; thence turn an interior angle of 93 degrees 43 minutes 49 seconds to the left and run in a Northeasterly direction for a distance of 53.97 feet to the POINT OF BEGINNING. Said parcel contains 15,479 square feet or 0.36 acres more or less.

SEWER EASEMENT ACROSS COMMON AREA LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58 in the Office of the Judge of Probate, Shelby County, Alabama and run in a Southeasterly direction along the North line of said parcel for a distance of 765.18 feet to the Northwest corner of the Common Area and the POINT OF BEGINNING; thence run along last described course and along the North line of said Common Area for a distance of 57.99 feet; thence turn an exterior angle of 178 degrees 12 minutes 30 seconds to the right and run in a Southeasterly direction for a distance of 192.66 feet; thence turn an interior angle of 92 degrees 11 minutes 28 seconds to the left and run in a Southwesterly direction for a distance of 42.60 feet; thence turn an interior angle of 101 degrees 58 minutes 39 seconds to the left and run in a Southwesterly direction for a distance of 79.51 feet; thence turn an interior angle of 162 degrees 47 minutes 32 seconds to the left and run in a Northwesterly direction for a distance of 96.01 feet; thence turn an exterior angle of 172 degrees 05 minutes 31 seconds to the right and run in a Westerly direction for a distance of 77.03 feet; thence turn an interior angle of 87 degrees 21 minutes 02 seconds to the left and run in a Northeasterly direction for a distance of 65.34 feet to the POINT OF BEGINNING. Said parcel contains 14,452 square feet or 0.33 acres more or less.

SEWER EASEMENT ACROSS PARCEL 7 - AIG LEGAL DESCRIPTION

A parcel of land situated in the Southwest one-quarter of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Parcel 1A, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58 in the Office of the Judge of Probate, Shelby County, Alabama and run in a Southeasterly direction along the North line of said parcel for a distance of 823.17 feet; thence turn an exterior angle of 178 degrees 12 minutes 30 seconds to the right and run in a Northeasterly direction for a distance of 192.66 feet to the Northwest corner of Parcel 7 and the POINT OF BEGINNING; thence run along last described course and along the North line of said of said Parcel 7 for a distance of 325.91 feet; thence turn an interior angle of 81 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 40.50 feet; thence turn an interior angle of 99 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 307.74 feet; thence turn an exterior angle of 165 degrees 53 minutes 04 seconds to the right and run in a Southwesterly direction for a distance of 10.53 feet; thence turn an interior angle of 78 degrees 04 minutes 32 seconds to the left and run in a Northeasterly direction for a distance of 42.60 feet to the POINT OF BEGINNING. Said parcel contains 12,893 square feet or 0.30 acres more or less.

SEWER EASEMENT ACROSS PARCEL 9 LEGAL DESCRIPTION

A parcel of land situated in the Southeast quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Parcel 9, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58, in the Office of the Judge of Probate,

Shelby County, Alabama; thence run in a Northeasterly direction along the North line of said parcel for a distance of 10.12 feet to the POINT OF BEGINNING of a sanitary easement; thence run along last described course for a distance of 479.16 feet; thence turn an interior angle of 82 degrees 04 minutes 28 seconds to the left and run in a Southwesterly direction for a distance of 28.62 feet; thence turn an interior angle of 116 degrees 18 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 50.06 feet; thence turn an interior angle of 161 degrees 06 minutes 16 seconds to the left and run in a Northwesterly direction for a distance of 434.09 feet; thence turn an interior angle of 81 degrees 31 minutes 12 seconds to the left and run in a Northeasterly direction for a distance of 40.69 feet to the POINT OF BEGINNING. Said parcel containing 19,947 square feet or 0.46 acres more or less.

SEWER EASEMENT ACROSS PARCEL 11 LEGAL DESCRIPTION

A parcel of land situated in the Southeast quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Parcel 11, 1st Revision of the Amended Map of Lee Branch Corporate Center, as recorded in Map Book 28, page 58, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northeasterly direction along the North line of said parcel for a distance of 10.10 feet to the POINT OF BEGINNING of a sanitary easement; thence run along last described course for a distance of 243.92 feet; thence turn an interior angle of 178 degrees 28 minutes 27 seconds to the left and run in a Southeasterly direction for a distance of 398.43 feet; thence turn an interior angle of 71 degrees 20 minutes 39 seconds to the left and run in a Southwesterly direction for a distance of 31.66 feet; thence turn an interior angle of 108 degrees 39 minutes 21 seconds to the left and run in a Northwesterly direction for a distance of 388.17 feet; thence turn an exterior angle of 178 degrees 28 minutes 27 seconds to the right and run in a Southwesterly direction for a distance of 246.19 feet; thence turn an interior angle of 82 degrees 01 minutes 15 seconds to the left and run in a Northeasterly direction for a distance of 30.29 feet to the POINT OF BEGINNING. Said parcel containing 19,169 square feet or 0.44 acres more or less.

CONSENT AND SUBORDINATION BY LENDER

Compass Bank, as Mortgagee ("Mortgagee") under that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, by AIG/Baker Partnership, a Delaware general partnership, to Mortgagee, dated April 28, 1998, filed in the Office of the Judge of Probate of Shelby County, Alabama on April 30, 1998, as Instrument No. 1998-15501, as modified by the terms of the Instrument filed May 21, 1999, under Instrument No. 1999-21339, as further modified by the terms of the Instrument filed May 24, 1999, under Instrument No. 1999-21568, as further modified by the Instrument filed June 8, 1999 under Instrument No. 1999-23929 (as amended and assigned, hereinafter, the "Mortgage"), which said Mortgage encumbers the Property described on the first page of this Instrument and the Easement Property described on Exhibit "A" attached hereto, (1) consents to the execution and delivery by the parties thereto of that certain Sanitary Sewer Easement Agreement (the "Agreement"), (2) subordinates to the rights of the parties under the Agreement any lien or security interest the undersigned may have by virtue of such recorded Mortgage and all amendments thereto, and (3) agrees that the foreclosure of such Mortgage will have no effect on the continuing validity and enforceability of the Agreement. Nothing in this Consent and Subordination shall be construed to impose on the undersigned any obligation created by the Agreement, unless and until the undersigned has acquired fee title to property burdened by the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be duly executed, sealed and delivered this 19th day of October, 2004.

COMPASS BANK

By: [Signature]

Name: R. Scott Pulliam

Title: SVP

ACKNOWLEDGMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that R. Scott Pulliam, whose name as Sr. Vice President of Compass Bank, an Alabama banking corporation, is signed to the foregoing 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 the 19th day of October, 2004.

[SEAL]

[Signature]
NOTARY PUBLIC
My commission expires: May 12, 2006