

RIGHT OF WAY EASEMENT For Sewer Line

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by **LORI LEE KES** and **LINDY BUSBY EICHELBERGER, AS TRUSTEES OF THE JERRY W. BUSBY IRREVOCABLE TRUST DATED JUNE 2, 2003** (the "TRUST"), the **TRUST** and the **TRUSTEES** together sometimes herein called "**GRANTOR**," do hereby grant, convey, bargain and sell to **COLONIAL PIPELINE COMPANY**, a Delaware Corporation, herein called "**GRANTEE**," a right of way easement ("Easement") for a sanitary sewer line, with the right to construct, install, maintain, inspect, identify, operate, protect, repair and replace a sewer line. Said Easement shall be ten feet (10') in width (being described in Exhibit A and depicted on Exhibit B, labeled Colonial Pipeline Company Drawing No. 2.PELHAM.SEWER.1, both of which are attached hereto), under, and through the following described lands (the "Property"), of which **GRANTOR** warrants that it is the owner in fee simple, situated in Shelby County, State of Alabama, to wit:

All that property noted in that certain Corrective Statutory Warranty Deed recorded in instrument # 20080829000346250 in the Office of the Judge of Probate of Shelby County, Alabama, being 11.9 acres, more or less, in the Northwest ¼ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama.


GRANTOR'S title to the Property, and all rights granted **GRANTEE** hereunder, are subject to the prior rights originally granted Enjoyment Unlimited, Inc., lessee under that certain Lease dated 8 June 1988 and recorded in Book 209 at page 629 in the Office of the Judge of Probate of Shelby County, Alabama, as later assigned to AIG Baker Pelham, L.L.C. under that General Warranty Assignment of Leasehold Interest and Assumption of Lease dated 7 February 2003 and recorded as instrument #20030213000088600 in those same Probate Court Records, copies of both documents being attached hereto as Exhibit C. By acceptance of this Easement **GRANTEE** agrees to hold **GRANTOR** harmless from all cost, liability and damage, including attorneys' fees, to the extent relating to or growing out of the grant and exercise of rights under this Easement by **GRANTEE**.

GRANTEE shall have adequate space on either side of the Easement to permit construction, and thereafter maintenance of the sewer line. Further, **GRANTEE** shall have unimpeded access to the pipeline within the Easement and the right of ingress and egress on, over, and through the Property for any and all purposes necessary and incident to the exercise by **GRANTEE** of the rights granted hereunder, with the further right to maintain the Easement by clearing undergrowth and brush.

GRANTOR covenants and agrees that it will not construct buildings, structures, engineering works or other obstructions on the above-described ten foot (10') strip unless authorized in writing by **GRANTEE**.

In addition, **GRANTEE** shall clean up and restore the premises to a condition equal to that

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State of Alabama
Deed Tax: \$3.00


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which prevailed prior to construction and **GRANTEE** also agrees to repair or to pay for any actual damage, which may be done to fences, buildings, or other structures directly caused by **GRANTEE** exercising any rights herein granted.

The terms, covenants and provisions of this right of way Easement shall extend to and be binding upon the successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned **GRANTOR** has caused this Easement to be executed this 17 day of June, 2013.

WITNESS

Deborah E. Pickens

Benjamin Dean Davis

GRANTOR

Lori Lee Kes
Lori Lee Kes, as Trustee of the Jerry W.
Busby Irrevocable Trust

Lindy Busby Eichelberger
Lindy Busby Eichelberger, as Trustee of the
Jerry W. Busby Irrevocable Trust



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ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority in and for said County and State, hereby certify that Lori Lee Kes and Lindy Busby Eichelberger, whose names as Trustees of the Jerry W. Busby Irrevocable Trust dated June 2, 2003, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such Trustees of the Jerry W. Busby Irrevocable Trust, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and official seal this the 17 day of June, 2013.

Danny Miller
Notary Public

My commission expires 2-19-14



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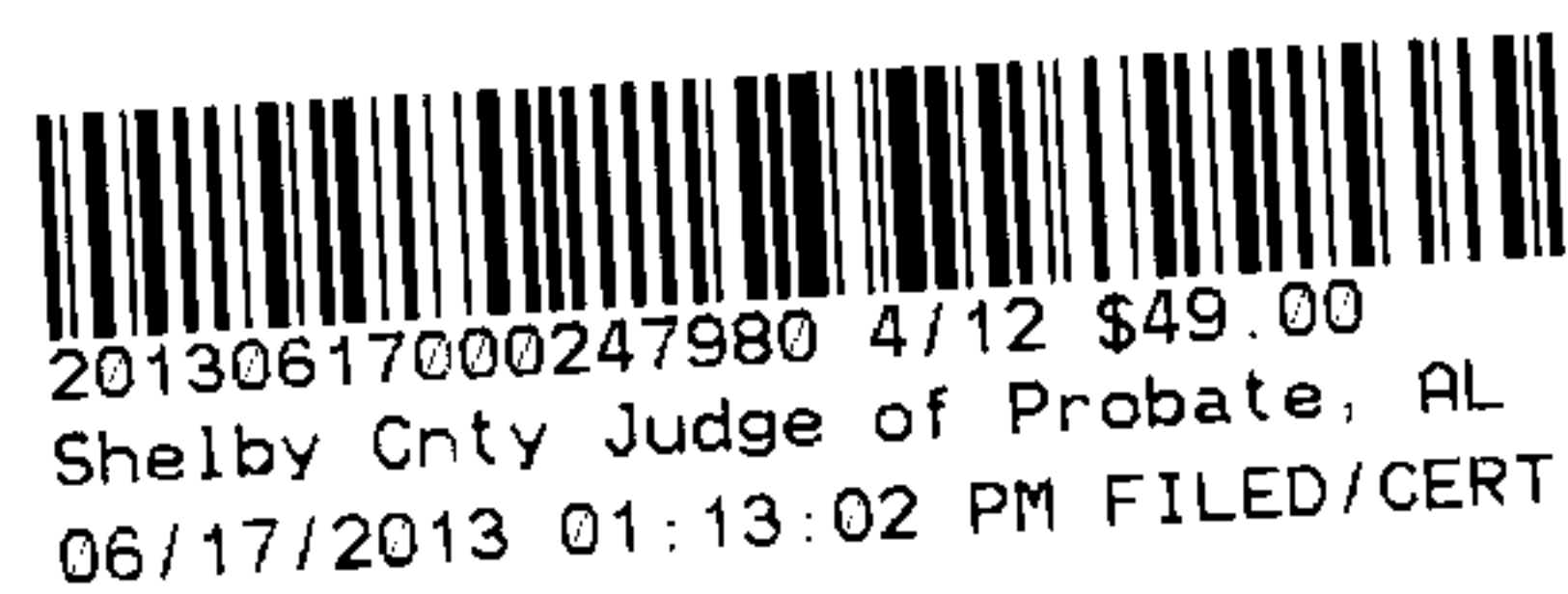
EXHIBIT A
Easement Description

Perpetual Right-of-Way Easement, 10 feet in width, across and under a portion of Section 24, Township 20 South, Range 3 West, and as more particularly described as follows:

To locate the TRUE POINT OF BEGINNING commence at a Section Corner of Section 14, 13, 23 & 24. Thence South 88 degrees 22 minutes 22 seconds East a distance of 2114.99 feet to a point on the Section Line of Sections 13 & 24 and the intersection of County Road No.33; thence South 17 degrees 37 minutes 25 seconds West a distance of 95.21 feet to a point on the right of way of County Road No. 33; thence South 16 degrees 23 minutes 30 seconds West a distance of 307.00 feet to a point on the right of way of County Road No. 33; thence South 12 degrees 07 minutes 55 seconds West a distance of 213.64 feet to a point on the right of way of County Road No. 33; thence South 13 degrees 59 minutes 58 seconds West a distance of 137.62 feet to an iron pin found on the right of way of County Road No. 33; thence South 70 degrees 30 minutes 00 seconds East a distance of 362.45 feet to a point, this being the TRUE POINT OF BEGINNING in NAD 83 coordinates: Northing 1195715.8, Easting 2180545.8:

Thence North 19 degrees 30 minutes 00 seconds East a distance of 10.00 feet to a point; thence South 70 degrees 30 minutes 00 seconds East a distance of 252.78 feet to a point on the shared property line of the **TRUST** and Colonial Pipeline Company; thence South 32 degrees 08 minutes 30 seconds West a distance of 10.25 feet to an iron pin found; thence North 70 degrees 30 minutes 00 seconds a distance of 250.54 feet back to the TRUE POINT OF BEGINNING, this point being the terminating point of the Easement.

The Easement contains 2,517 sq. ft. or 0.578 Acres.



SURVEYORS NOTES

CLOSURE STATEMENT

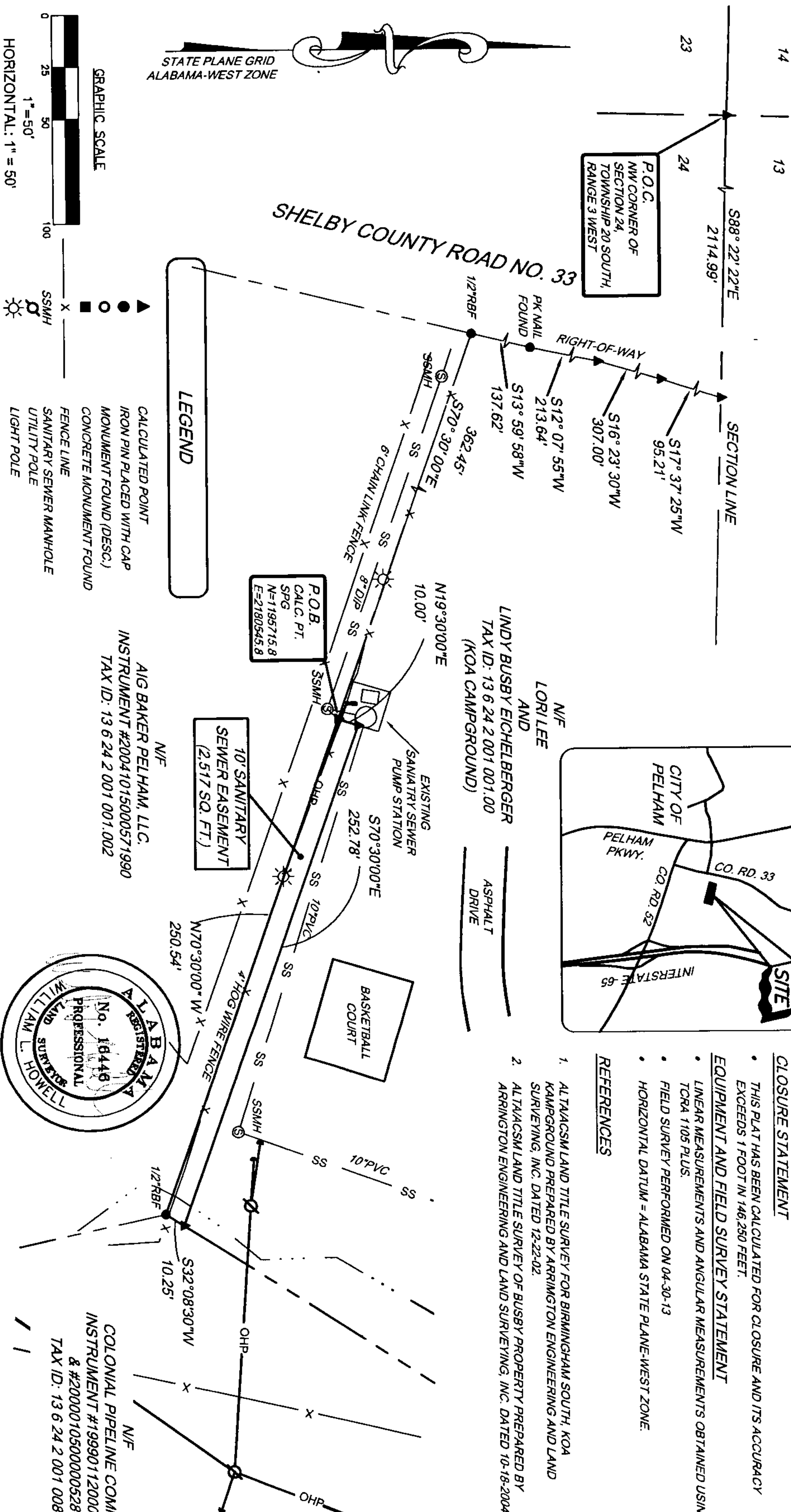
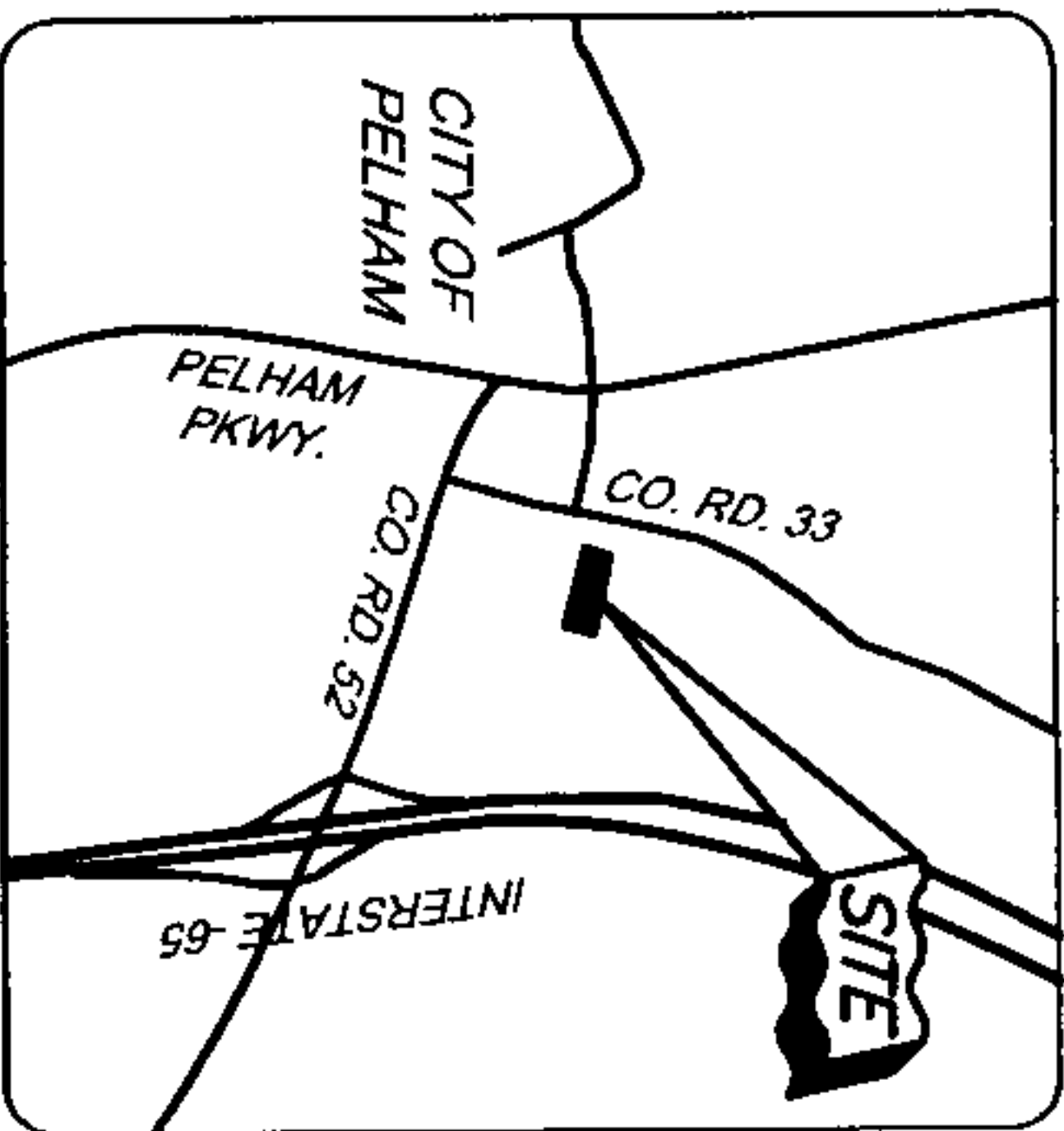
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND ITS ACCURACY EXCEEDS 1 FOOT IN 146,280 FEET.

EQUIPMENT AND FIELD SURVEY STATEMENT

- LINEAR MEASUREMENTS AND ANGULAR MEASUREMENTS OBTAINED USING TCRA 1105 PLUS.
- FIELD SURVEY PERFORMED ON 04-30-13
- HORIZONTAL DATUM = ALABAMA STATE PLANE-WEST ZONE.

REFERENCES

- ALTAACSM LAND TITLE SURVEY FOR BIRMINGHAM SOUTH, KOA KAMPGROUND PREPARED BY ARRINGTON ENGINEERING AND LAND SURVEYING, INC. DATED 12-22-02.
- ALTAACSM LAND TITLE SURVEY OF BUSBY PROPERTY PREPARED BY ARRINGTON ENGINEERING AND LAND SURVEYING, INC. DATED 10-18-2004.



COLONIAL PIPELINE COMPANY				FILE NO:			
ATLANTA, GEORGIA				CAD FILE NAME			
10' SANITARY SEWER EASEMENT PLAT				CURRENT SURVEY YR.: 2013			
CROSSING THE PROPERTY OF				DESIGN: SLD			
LORILEE & LINDY BUSBY EICHELBERGER				DRAWN: JCS			
SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST				DATE: 5-5-13			
SHELBY COUNTY ALABAMA				2.PELHAM,SEWER.1			
STATE							

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EXHIBIT C

LEASE

This agreement, made this 8th day of June, 1988, between Jerry Busby of Alabaster, Alabama, hereinafter referred to as "LESSOR," and Enjoyment Unlimited, Inc. of Alabaster, Alabama, hereinafter referred to as "LESSEE,"

WITNESSETH:

1. In consideration of the rents and covenants hereinafter reserved, the Lessor does hereby demise and let to the Lessee all the following described premises situated and being in the City of Pelham, County of Shelby, State of Alabama, to-wit:

A tract of land situated in the Northwest 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West; thence East along the North line of said section a distance of 1669.02 feet to the point of beginning; thence South 18 deg. 40 min. West 190.46 feet; thence South 11 deg. 40 min. West 369.40 feet; thence North 81 deg. 15 min. East 37.50 feet; thence South 14 deg. 37 min. West 75.00 feet; thence South 81 deg. 15 min. West 37.50 feet; thence South 11 deg. 40 min. West 209.87 feet; thence South 80 deg. 28 min. 47 sec. East to a point on the East line of a County Road; thence North 14 deg. 34 min. East 150 feet; thence South 69 deg. 55 min. 30 sec. East 585 feet more or less to a point in Coates Branch; thence North 32 deg. 43 min. East 202.00 feet; thence North 3 deg. 51 min. West 52.80 feet; thence North 13 deg. 47 min. West 55.40 feet; thence North 26 deg. 01 min. East 60.60 feet; thence North 65 deg. 38 min. East 18.95 feet; thence North 1 deg. 41 min. West 576.87 feet; thence North 87 deg. 46 min. West 973.84 feet to the point of beginning.

2. To have and to hold the same, with all the rights, privileges, easements and appurtenances thereunto attaching and belonging unto the Lessee, for and during the term of ninety-nine years, commencing on the 1st day of June, 1988 and ending on the 31st day of May, 2087, the Lessee, his heirs and assigns paying rent therefor and yielding possession thereof as hereinafter provided.

3. The Lessee, in consideration of the leasing of the premises aforesaid of the Lessor, does hereby covenant and agree to and with the Lessor to pay rent as follows: the Lessee covenants and agrees to pay the Lessor as rent for and during the period, the sum of One Dollar (\$1.00) for each and every year during the period of the term, all without any relief whatever from valuation and appraisal laws of the State of Alabama, and all to be paid in yearly installments in advance beginning the first day June, 1988, and thereafter upon the first day of each year during the term of this agreement; and all of the payments of rental during the term of ninety-nine years shall be paid to, or on account of, the Lessor, his heirs and assigns, as the Lessor, his heirs and assigns, may from time to time designate in writing.

4. As a further consideration of the leasing and demising aforesaid, the Lessee further covenants and agrees to bear, pay and discharge in addition to the rent herein reserved, all taxes, assessments and levies of every name, nature and kind, including water rents, which may be taxed, charged or assessed against the premises, or upon any of the buildings or improvements thereof, or which may be levied or imposed upon the leasehold estate hereby created, and upon the reversionary interest in the estate, during the term hereinbefore granted. And it is further understood and agreed that the Lessee shall assume and be responsible for the payment of all taxes and assessments on the premises for the year 1988, and thereafter during the term.

5. It is further covenanted and agreed that during the term there shall be no mechanic's lien upon any building or improvements, and that, in the event of any mechanic's lien attaching thereof, the Lessee shall pay and fully discharge the same within one hundred-eighty (180) days after written notice to do so by the Lessor, his heirs and assigns, the Lessor having full and complete authority to discharge and pay off all liens, taxes, assessments or any form of encumbrance against the premises, growing out of any default of payment by the

Richard Shukla

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Lessee, his heirs and assigns, the Lessor, his heirs and assigns, shall be reimbursed, on demand, for such payments with interest at ten percent (10%) from the time of payment.

6. It is further covenanted and agreed by and between the parties hereto that the Lessee will, at his own expense and so long as this lease shall be in force, keep any buildings and improvements that shall at any time be upon the premises insured in good and responsible insurance companies, in an amount equal to the fair market value of the buildings and improvements.

7. It is further understood and agreed that as often as the buildings and improvements shall be destroyed or damaged by fire or otherwise, the Lessee shall, at his own cost and expense, and without expense to the Lessor, his heirs and assigns, rebuild and repair the same, upon the same general plans and dimensions as before the fire or casualty, or the buildings may be restored or repaired upon some general plan then deemed by Lessor and Lessee reasonable and appropriate for the premises.

8. The Lessee will, at his own cost and expense, keep the buildings which may be situated on the premises and all appurtenances thereunto belonging, together with the sidewalks, in good, safe and secure condition, and any alley or alleys adjoining the premises in good and safe condition; and the Lessee shall conform to all municipal ordinances or laws affecting the premises; and the Lessee shall keep and save the Lessor, his heirs or assigns, harmless from any penalty, damages or charges imposed or incurred for any violation of the ordinances or laws, whether occasioned by the neglect of the Lessee, or any agent, tenant or contractor then upon or using the premises; the Lessee shall also save the Lessor harmless and free from any loss, costs, damage or expense arising out of any accident or other occurrence, causing injury to any person or property, and due directly or indirectly to the use or occupancy of the premises by the Lessee, his heirs or assigns. The Lessee, his heirs or assigns, shall save the Lessor, his heirs and assigns, free from any loss, damage or expense arising out of the failure of the Lessee, his heirs or assigns, to comply with the requirements and provisions of this lease.

9. The Lessee shall not assign this lease until the improvements contemplated upon the premises, as above, shall have been fully completed. The Lessee may, when there is a new building upon the premises, as hereinbefore provided, and when the building and premises shall have become free from mechanics' liens, sell or assign his interest in the demised premises and the buildings thereon, provided that all taxes and assessments and other charges shall have been paid to the date of such sale or assignment; and provided that all covenants and agreements herein contained to be kept and performed by the Lessee, his heirs and assigns, shall have been fully complied with at the date of such sale or assignment; and provided further, that in the event of such sale or assignment, the same shall be evidenced in writing, properly executed and acknowledged by both assignee and assignor, and duly recorded in the recorder's office of Shelby County, State of Alabama, in which writing the assignee shall expressly accept, assume and agree to perform all the terms, conditions and limitations herein contained, thereafter to be kept and performed by the Lessee; and the Lessee agrees that he will not make any sale or assignment except in this manner and upon the above conditions, it being understood that a sale or assignment in any other form shall be absolutely void. It is further understood that in the event of the sale or assignment of this lease in the manner provided for in this paragraph, the Lessee shall thereupon be fully and completely relieved and discharged from the performance by him of all covenants and agreements hereinbefore to be performed and free from any and all liabilities and obligations whatsoever hereunder.

10. It is further covenanted and agreed by and between the parties hereto that no waiver by the Lessor, his heirs or assigns, of any breach of any of the covenants herein contained to be performed by the Lessee, his heirs or assigns, shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

11. It is further expressly understood and agreed by and between the parties hereto that in event of the sale and conveyance by the Lessor, his heirs or assigns, of their title or interest in and to the demised premises, including the reversionary interest, the Lessor, his heirs or assigns, shall thereupon be completely relieved and discharged from the performance of any and all covenants and agreements herein by the Lessor agreed to be performed.

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12. It is further covenanted and agreed by and between the parties hereto that all the expressions, terms, conditions, provisions and agreements herein shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every one of the heirs, executors, administrators and assigns of the Lessee, as if in every case expressed; and all the conditions, covenants and limitations of this agreement shall be and are hereby covenants running with the land.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of June, 1988.

Don Busby
Witness

Jerry Busby
JERRY BUSBY
ENJOYMENT UNLIMITED, INC.

Marguerite Busby
Witness

By: Richard Fogle
F. Richard Fogle, President

STATE OF ALA. SHELBY:
I CERTIFY THIS
INSTRUMENT WAS FILED

88 OCT 19 AM 9:12

Thomas A. [Signature]
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 7.50
Index Fee 1.00
TOTAL 8.50

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

Gail Livingston Mills, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3100
Birmingham, AL 35203

**GENERAL WARRANTY ASSIGNMENT OF LEASEHOLD INTEREST
AND ASSUMPTION OF LEASE**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration in hand paid to the undersigned, **ENJOYMENT UNLIMITED, INC.**, an Alabama corporation ("Assignor"), by **AIG BAKER PELHAM, L.L.C.**, a Delaware limited liability company ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, the said Assignor does by these presents grant, bargain, sell, assign, transfer, and convey unto the said Assignee all of Assignor's right, title, interest and claim in, to and under the leasehold estate created by that certain Lease between Jerry Busby of Alabaster, Alabama, as lessor, and Assignor, as lessee, dated June 8, 1988 and recorded in Book 209, Page 629 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by Agreement between Jerry Busby and F. Richard Fogle dated as of July 1, 1998 (as amended, the "Lease"), together with all properties therein described and all purchase options and remainders therein granted, the real estate subject to the Lease being more particularly described in Exhibit A attached hereto (the "Leased Premises").

TO HAVE AND TO HOLD unto the said Assignee, its successors and/or assigns, forever.

Assignor does hereby represent and warrant and covenant with the Assignee, Assignee's successors and assigns, that Assignor is lawfully seized of a leasehold estate in and to the Leased Premises pursuant to the Lease; that the Assignor's right, title, and interest in and to the Lease and the Leased Premises (collectively, the "Leasehold Estate") is free from all encumbrances; that Assignor has a good right to sell and convey the same as aforesaid; that Assignor and Assignor's successors and assigns will warrant and defend the same to the said Assignor, Assignor's successors and assigns, forever against the lawful claims of all persons whomsoever.

Assignee hereby assumes and agrees to pay and perform all obligations and liabilities of Assignor under the Lease first arising from and after the date hereof, including, without limitation, Assignor's obligations to pay rentals or other sums coming due thereunder; provided, that Assignee does not assume or agree to pay or perform any obligation or liability of Assignor under the Leases that are related in any way to any act, event, circumstance or occurrence, arising or occurring prior to the date hereof, or the status or condition of the subject real estate prior to the date hereof.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original signature and, when compiled, shall constitute one and same original document.

IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be duly executed, under seal, as of the 7th day of February, 2003.

ASSIGNOR:

ENJOYMENT UNLIMITED, INC.,
an Alabama corporation

BY: *F. Richard Fogle*
F. Richard Fogle
Its President

STATE OF ALABAMA)
COUNTY OF Jefferson

I, the undersigned, a Notary Public of said County in said State, do hereby certify that F. Richard Fogle, as President of Enjoyment Unlimited, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, and as such officer, he executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this 7th day of February, 2003.

Hail L. Miller
NOTARY PUBLIC
My Commission expires: 2-26-06

[SIGNATURE OF ASSIGNEE ON FOLLOWING PAGE]



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*[ASSIGNEE'S SIGNATURE PAGE TO GENERAL WARRANTY ASSIGNMENT OF
LEASEHOLD INTEREST AND ASSUMPTION OF LEASE]*

ASSIGNEE:

AIG BAKER PELHAM, L.L.C.,
a Delaware limited liability company

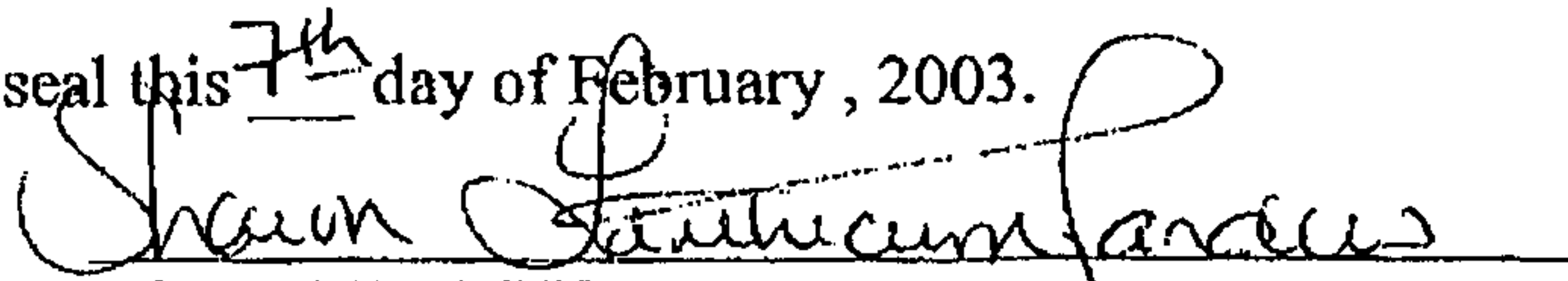
BY: AIG BAKER SHOPPING CENTER
PROPERTIES, L.L.C.,
a Delaware limited liability company
Its Sole Member

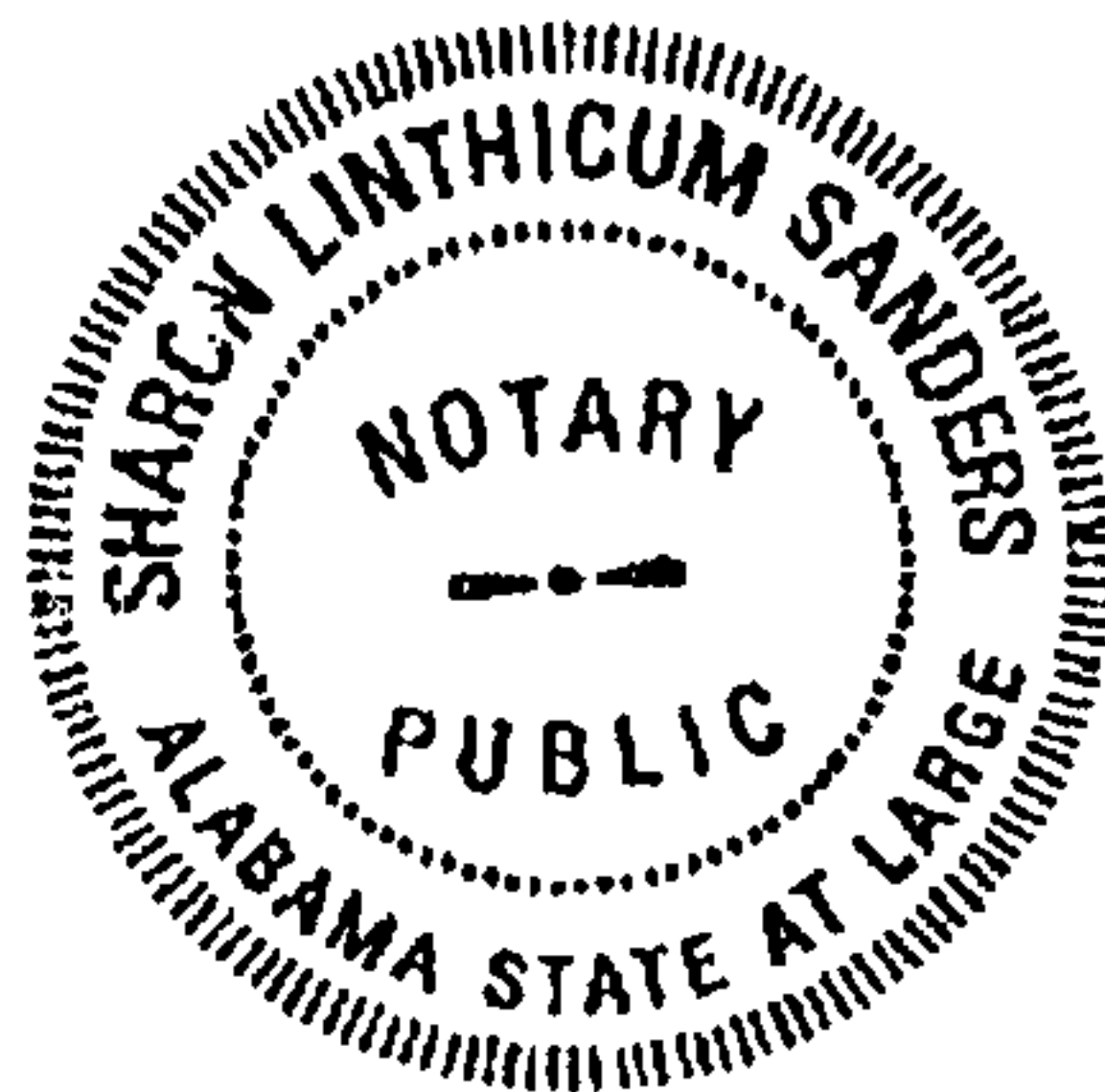
By: 
Alex D. Baker
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public of said County in said State, do hereby certify that Alex D. Baker as President of AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, as sole member of AIG Baker Pelham, L.L.C., a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, and as such officer, he executed the same voluntarily and with full authority for and as the act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal this 7th day of February, 2003.


NOTARY PUBLIC
My Commission expires: 3-16-03





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EXHIBIT A

A tract of land situated in the Northwest 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run S87°47'52"E along the North line of said Section 24 for 2114.99 feet to the POINT OF BEGINNING of the tract of land herein described; thence run S18°11'55"W along the East right of way line of Shelby County Highway No. 33 for 95.21 feet; thence run S16°58'00"W along said right of way line for 307.00 feet; thence run S12°43'00"W along said right of way line for 213.60 feet; thence run S14°34'00"W along said right of way line for 137.66 feet; thence run S69°55'30"E for 613.01 feet; thence run N32°43'00" for 202.00 feet; thence run N03°51'00"W for 52.80 feet; thence run N13°47'00"W for 55.40 feet; thence run N26°01'00"E for 60.60 feet; thence run N65°38'00"E for 18.95 feet to a point on the East line of the Northwest 1/4 of said Section 24; thence run N01°36'50"E for 577.33 feet to the Northeast Corner of said Northwest 1/4; thence run N87°47'52"W for 527.73 feet to the POINT OF BEGINNING.

Said tract of land having an area of 518,122 sq. ft. or 11.89 acres.



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