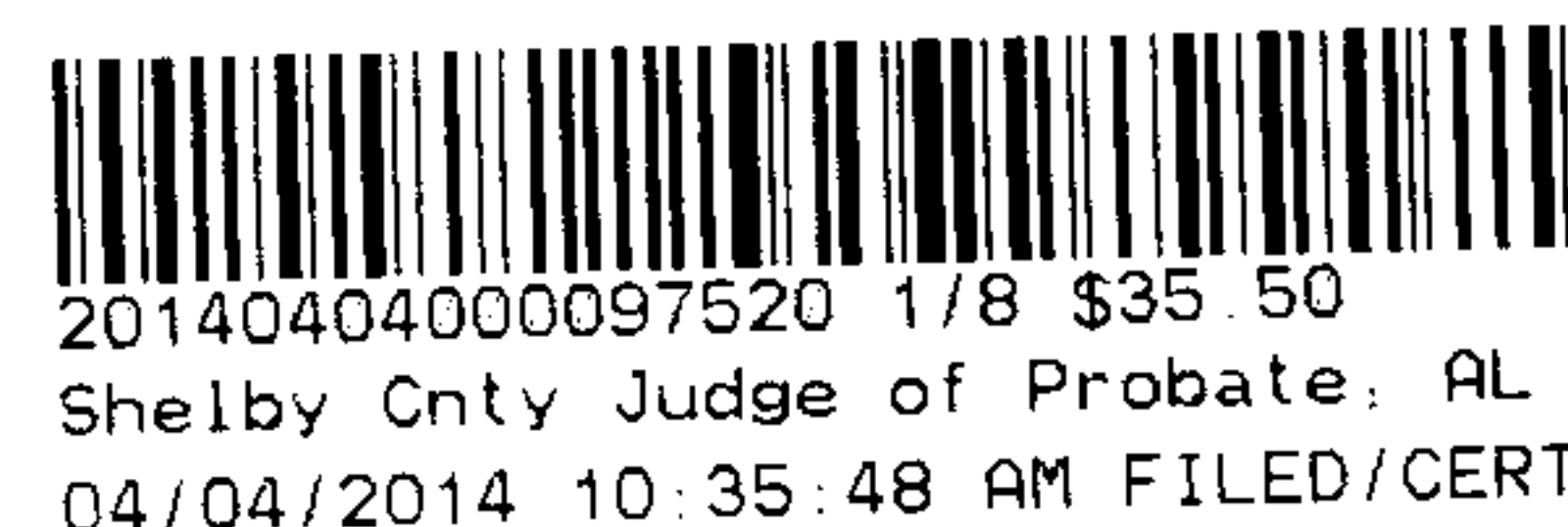


STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

Value \$500



**SANITARY SEWER EASEMENT**

This indenture ("this Sanitary Sewer Easement" or "this Agreement") made and entered into on this the 6<sup>TH</sup> day of DECEMBER, 2013 ("Effective Date") by and between the GEORGE W. BARBER, JR. and his assigns and successors, as Grantor (collectively, "Grantor"), and SWWC UTILITIES, INC. a Delaware corporation, as Grantee and its assigns and successors, as Grantee (collectively, "Grantee").

FOR AND IN CONSIDERATION of the Sum of One and no/100 (\$1.00) Dollar, and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. The Grantor by these presents grants and conveys unto Grantee a non-exclusive easement for Grantee, and Grantee alone, to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove a sanitary sewer easement and other related below ground and subsurface lines, pipes, valves, pumps, fixtures, equipment, appurtenances and facilities used in connection with the transmission of all effluent and other discharges (collectively, the "Sanitary Sewer") on, across, over, along and under the following described tract or parcel of land in the County of Shelby, City of Hoover, State of Alabama being described as follows (the "Easement Area"):

A 15 foot wide sanitary sewer easement located within a parcel of land situated in the East half of the Northeast quarter of Section 6, Township 19 South, Range 1 West, Shelby County Alabama, particularly described as:

Commencing at a 1/2" crimp top pipe, purported to be the Northeast corner of the Southeast quarter of the Northeast quarter of Section 6, Township 19 South, range 1 West, thence proceed S 00°32'10" E along the East line of said Southeast quarter of the Northeast quarter of Section 6 for 278.46 feet to an iron pin set on the North right of way margin of Doug Baker Boulevard, said point being the point of beginning of a sanitary sewer easement lying 15 feet to the north, parallel to, and abutting the following described line: thence proceed S 88° 45' 44" W along said North right of way margin of Doug Baker boulevard for 42.13 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course and having a radius of 550.00 feet, a central angle of 16° 12' 34" and a chord which bears N 83° 08' 00" W for 155.08 feet; thence proceed Northwesterly along the arc of said curve and along said North right of way margin of Doug Baker Boulevard for 155.60 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described curve and having a radius of 543.97 feet, a central angle of 19° 58' 00" and a chord



which bears N 61°28' 22" W for 188.61 feet, thence proceed Northwesterly along the arc of said curve and along said North right of way margin of Doug Baker Boulevard for 189.56 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described curve and having a radius of 538.00 feet, a central angle of 08°32' 46" and a chord which bears N 50°49' 47" W for 80.17 feet thence proceed Northwesterly along the arc of said curve and along said North right of way margin of Doug Baker Boulevard for 80.25 feet to an iron pin set, thence proceed N 46°33' 25" W along said North right of way margin of Doug Baker Boulevard and tangent to the last described curve for 132.70 feet to an iron pin set on the Northeast right of way flare of the intersection of Alabama Highway 119 and Doug Baker Boulevard, thence proceed N 05°24' 50" W along said right of way flare for 51.96 feet, more or less, to a point on the South east right of way margin of Alabama Highway 119, said point also being the End of Line of a 15 foot sanitary sewer easement.

The Easement Area together with all the property of the Grantor adjacent or contiguous thereto and all improvements related thereto shall be described as the "Grantor's Property." This easement is provided by Grantor to Grantee without any warranty of fitness for a particular purpose.

2. The Grantee agrees as follows:

(a) The Easement Area is conveyed to the Grantee for the purpose of the Grantee operating a sanitary sewer system and for no other or different purpose. Whenever the Grantee shall cease to actually use the same for said sanitary sewer system purposes for greater than a continuous period of sixty (60) days or whenever there is a breach of this Agreement by the Grantee, then the title and license to possession of the Easement Area shall, subject to the additional provisions hereof, thereupon revert to the Grantor. If the Grantor believes that the Grantee has not used the Easement Area for said sanitary sewer system purposes for an uninterrupted period of sixty (60) days or that there is a breach of this Agreement by the Grantee, then the Grantor shall have the right to notify the Grantee in writing of such belief. Within ten (10) days after such written notification, the Grantee shall either (i) execute an acknowledgement of non-use of the Easement Area for an uninterrupted period of sixty (60) days (if such is the fact) and/or acknowledgement of breach by the Grantee, as applicable, and deliver said acknowledgement to the Grantor, whereupon said non-use and/or breach, as applicable, shall be conclusively deemed to have taken place; or (ii) execute a statement of use of the Easement Area for sanitary sewer purposes within the sixty (60) day period and/or a statement that the Grantee has not breached the Agreement, as applicable, upon which the Grantor may rely; or (iii) give written notice to the Grantor that use of the Easement Area for sanitary sewer purposes will recommence within fifteen (15) days after said written notification and/or that the breach will be remedied within ten (10) days after said written notification, as applicable. If the Grantee gives a statement under clause (ii) or a

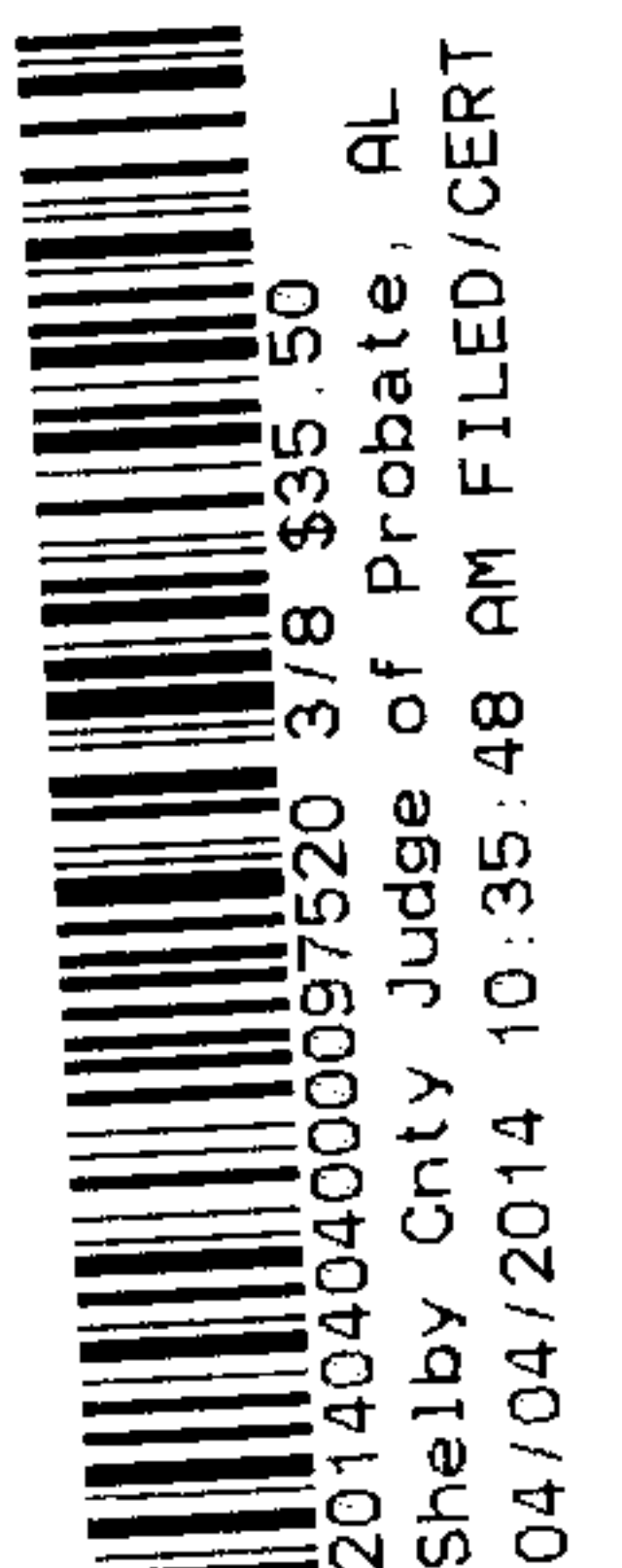


notice under clause (iii), non-use and/or breach, as applicable, shall be conclusively deemed not to have taken place, unless the Grantor successfully disproves, as applicable, said statement of use, timely recommencement, non-breach, or remedy of breach in a court of competent jurisdiction, with such appeals as may be applicable. If the Grantee fails to respond to the notification from the Grantor within ten (10) days, then the Grantor may execute an acknowledgment on behalf of the Grantee of non-use of the Easement Area for an uninterrupted period of sixty (60) days and/or breach of this Agreement by the Grantee, as applicable, whereupon non-use and/or breach by the Grantee, as applicable, shall be conclusively deemed to have taken place. Grantee hereby appoints Grantor or Grantor's last assign or successor, as applicable, as Grantee's true and lawful attorney-in-fact for this purpose and to take such actions as may be necessary pursuant to the terms and provisions of this Agreement. Grantor or, if applicable, Grantor's last assign or successor, may delegate the power-of-attorney to a duly authorized representative of his/her/its choosing. Such power of attorney, being coupled with an interest, is irrevocable and shall not be revoked by the dissolution of the Grantee. Grantee and Grantee's signatory below both warrant that Grantee has received the necessary corporate approval to grant the power of attorney conveyed by this paragraph, and the Grantee and Grantee's signatory below acknowledge that Grantor and Grantor's successors and assigns are relying upon this as a material representation.

(b) Grantee shall construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove the Sanitary Sewer at its sole expense in accordance with all federal, state, county, municipal, and/or other local laws, ordinances, rules, regulations, policies, permits, licenses, conditions, certifications, administrative requirements, procedural requirements, other adopted requirements, official customs, Best Management Practices conditions, letters-of-permission, water quality certifications, promulgations, building codes, technical codes and safety codes of any type or kind, as applicable and as they may be amended over time, including, but not limited to, those relating to wetlands and waters (altogether "the Laws").

(c) Grantee agrees to notify Grantor of any work of any type (including, but not limited to, that work related to or arising from the following acts: construction, erection, installation, laying, use, operation, inspection, maintenance, repair, replacement or removal) to be done in, on, under, above, about, or to the Easement Area and/or the Sanitary Sewer. For planned projects, Grantee shall give Grantor such notice no less than ten (10) days prior to the commencement of the work. For emergencies, Grantee shall give Grantor such notice as soon as possible, but in no event later than seventy-two (72) hours after the work is actually begun.

(d) In compliance with the Laws, Grantee shall promptly repair any and all damage to the Grantor's Property and any improvements related thereto resulting from such construction, erection, installation, laying, use, operation, inspection, maintenance, repair, replacement and removal. Any installation, repair, replacement, or removal must be performed in compliance with the Laws and so that the subject of the repair, replacement, or removal is returned to a condition at least equal to or better than existed before the event or occurrence requiring the repair, replacement, or removal occurred. The Sanitary Sewer shall





be maintained and repaired in good condition in compliance with the Laws at the sole expense of Grantee. Grantee shall have the option to make changes, alterations or substitutions of the Sanitary Sewer as Grantee may from time-to-time reasonably deem necessary and advisable, provided that such changes, alterations or substitutions are not in character or purpose materially different from that as initially installed and do not interfere with Grantor's Property or use of the Grantor's Property. If Grantee fails after ten (10) days' written notice from the Grantor (or such shorter period as may be required due to an emergency) to proceed with due diligence to make repairs required to be made by this Agreement, the same may be made by Grantor at the expense of Grantee, and the expenses thereof incurred by Grantor shall be forthwith paid to Grantor by the Grantee within thirty (30) days of demand of payment to Grantee by Grantor.

(e) The easements granted hereunder includes the nonexclusive license for Grantee to access the Easement Area as reasonably required for the exercise of its license hereunder (the "Access License"). The Access License shall be used in common with Grantor and shall be limited as may be required by Grantor (provided, however, that Grantor shall not interfere with such Access License). The Access License shall be used by Grantee so as not to interfere with the Grantor's Property adjacent or contiguous to the Easement Area and all improvements related thereto or use of the Grantor's Property adjacent or contiguous to the Easement Area and shall be limited as may be required by Grantor.

(f) Except for the warranties provided herein by Grantor, Grantee agrees to bear all risks directly associated with the Easement Area and all parts thereof and/or any and all improvements related thereto from the beginning of time to the Effective Date of this Agreement and throughout such time as this Agreement remains in effect. Grantee shall hold harmless, indemnify, defend, and save Grantor and Grantor's successors, assigns, officers, directors, employees, agents, contractors, vendors, insurers, reinsurers, attorneys, lessees, invitees, licensees and other occupants of any portion of the Grantor's Property (the "Indemnitees") from and against any and all actions, causes of action, suits, debts, charges, allegations, assertions, complaints, claims, loss, liabilities, obligations, promises, agreements, controversies, damages, liens, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred by Grantor and/or the Indemnitees, 1.) arising out of any breach of this Agreement by Grantee, its agents, officers, employees, vendors, or contractors, and/or 2.) otherwise arising from or related to the Easement Area and all parts thereof and/or any and all improvements related thereto whether any such claim is asserted by a party to this Agreement or by a third party claiming injury or damage in any way whatsoever related to the Easement Area and all parts thereof and/or any and all improvements related thereto. Grantee agrees to pay Grantor any reasonable attorneys' fees and costs that Grantor may incur that arise from this Agreement; that relate to this Agreement; that arise from or relate to any dispute between the Grantor and the Grantee or any of their respective successors, assigns, officers, directors, employees, agents, contractors, vendors, insurers, reinsurers, attorneys, invitees, licensees or other occupants of any portion of the Grantor's Property; that arise from or relate to any controversy pertaining to this Agreement; that arise from or relate to the interpretation of any provision of this Agreement or any matter governed by or related to this Agreement; that arise





from or relate to the enforcement of any provision of this Agreement; that relate to the Sanitary Sewer; or that relate to the Easement Area. Under this paragraph, the Grantee's obligation to pay Grantor's reasonable attorney's fees and costs arises whether or not formal legal process is required and whether or not a prevailing party is determined. Under this Agreement, "reasonable attorneys' fees and costs" shall include, but not be limited to, those fees and costs actually incurred by Grantor.

(g) Grantee hereby assumes all obligations and liabilities of Grantor and the Indemnitees as of the Effective Date of this Agreement that they may have in any way related to the Easement Area and all parts thereof and/or any and all improvements related thereto. Grantee will assume all liability regarding the Easement Area and all parts thereof and/or any and all improvements related thereto as of the Effective Date of this Agreement. Grantee will assume all obligations regarding the Easement Area and all parts thereof and/or any and all improvements related thereto as of the Effective Date of this Agreement.

(h) Grantee shall keep in effect at its sole cost and expense comprehensive general liability insurance covering the Sanitary Sewer providing for coverage with maximum limits of liability not less than Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death to one person, Three Million and No/100 Dollars (\$3,000,000.00) for bodily injury or death to any group of persons as a result of one accident, and One Million and No/100 Dollars (\$1,000,000.00) for property damage, or such higher amounts as Grantor may require from time to time. Each such policy shall name the Grantor and Grantor's successors and assigns as additional insured, and Grantee shall at all times furnish Grantor with certificates of current policies evidencing such insurance and, prior to the expiration of any such policy, Grantee shall deliver a renewal certificate of such insurance to Grantor.

(i) Grantee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon Grantor's Property or any part thereof, which arises out of the use or occupancy of the easements by Grantee or by reason of any labor or materials furnished or claimed to have been furnished to Grantee or by reason of any construction, addition, alteration or repair by Grantee, its agents, officers, employees, vendors, or contractors, of any easements. If any such lien is filed against Grantor's Property, or any part thereof, Grantee shall, within thirty (30) days after the filing thereof cause such lien to be released or discharged with respect to Grantor's Property, by payment or bonding. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall the interest of Grantor in all or any part of Grantor's Property or the improvements therein be subject to any mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Grantee, whether or not the same shall be made or done with the consent of Grantor or by agreement between Grantee and Grantor. Either Grantor or Grantee may record a copy of this Agreement. All persons dealing with or contracting with Grantee or any contractor of Grantee are hereby put on notice of the foregoing provision. Before granting access for any person or entity to enter the Easement Area, Grantee must provide such person or entity with a copy of this Agreement.





3. All notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

GRANTOR: GEORGE W. BARBER, JR.  
c/o Birmingham Realty Co.  
ATTN: President  
27 Inverness Center Parkway  
Birmingham, AL 35242

GRANTEE: SWWC UTILITIES, INC.  
728 VOLARE DR  
BIRMINGHAM AL 35244  
ATTN: MANAGING DIRECTOR

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

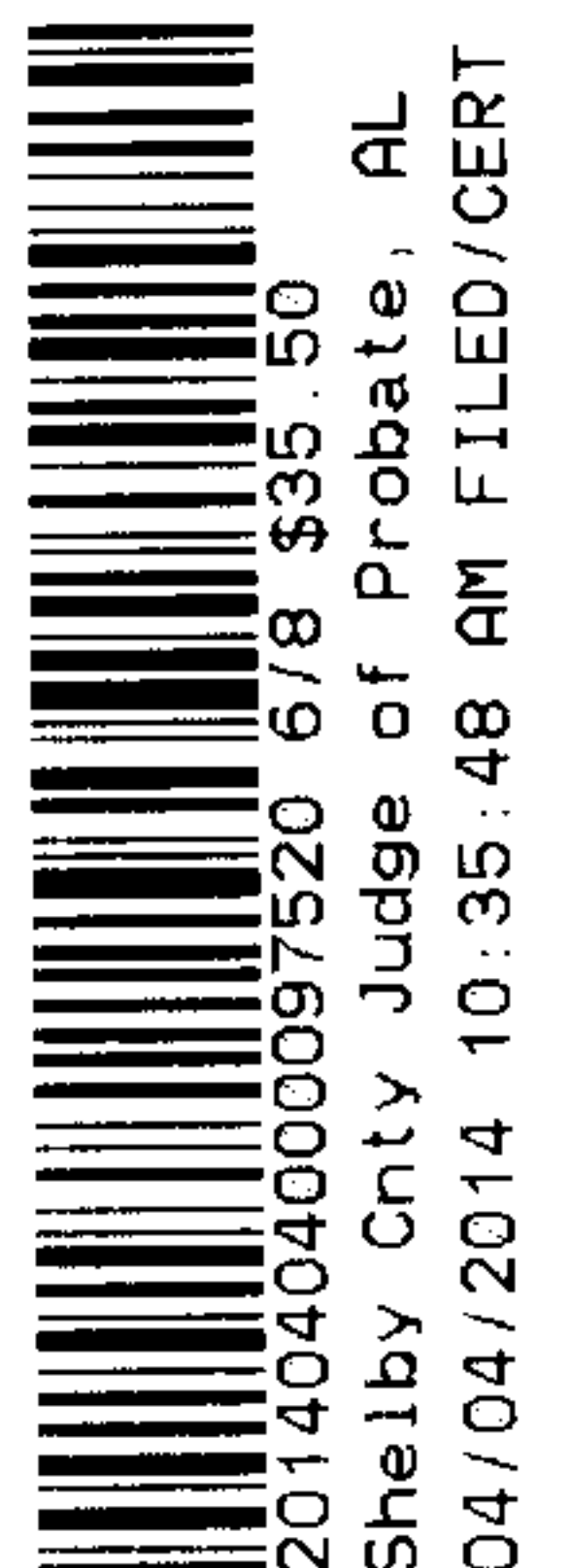
4. Intentionally deleted.

5. GRANTOR AND GRANTEE MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS.

6. This Agreement is made and entered into in the State of Alabama, and shall in all respects be interpreted, enforced, and governed under the laws of said State, without regard to its conflict of law principles. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Grantor and Grantee agree and stipulate that all suits at law or in equity for any breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction in Shelby County, Alabama. Grantor and Grantee submit to the jurisdiction of the Courts of the State of Alabama and in particular the Courts of Shelby County, Alabama, and waive any objection to venue/forum non conveniens in Shelby County, Alabama.

7. This Agreement and/or any of its rights or terms may be assigned by Grantor. This Agreement may be assigned by Grantee provided Assignee has equal or greater net worth than Grantee, and so long as Assignee's use is Sanitary Sewer.


8. Binding Effect. Subject to any provision of this Agreement that may prohibit or curtail assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and



successors of the parties hereto. The undersigned represent that the undersigned have the actual authority to sign and execute this Agreement on behalf of the parties indicated and the undersigned acknowledge that the parties to the Agreement and its intended beneficiaries are relying upon this as a material representation.

9. Modification. No change or modification shall be made effective unless in writing and signed by an authorized representative of each party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

  
20140404000097520 7/8 \$35.50  
Shelby Cnty Judge of Probate, AL  
04/04/2014 10:35:48 AM FILED/CERT



IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals to this Sanitary Sewer Easement this 6<sup>TH</sup> day of DECEMBER, 2013.

GEORGE W. BARBER, JR.

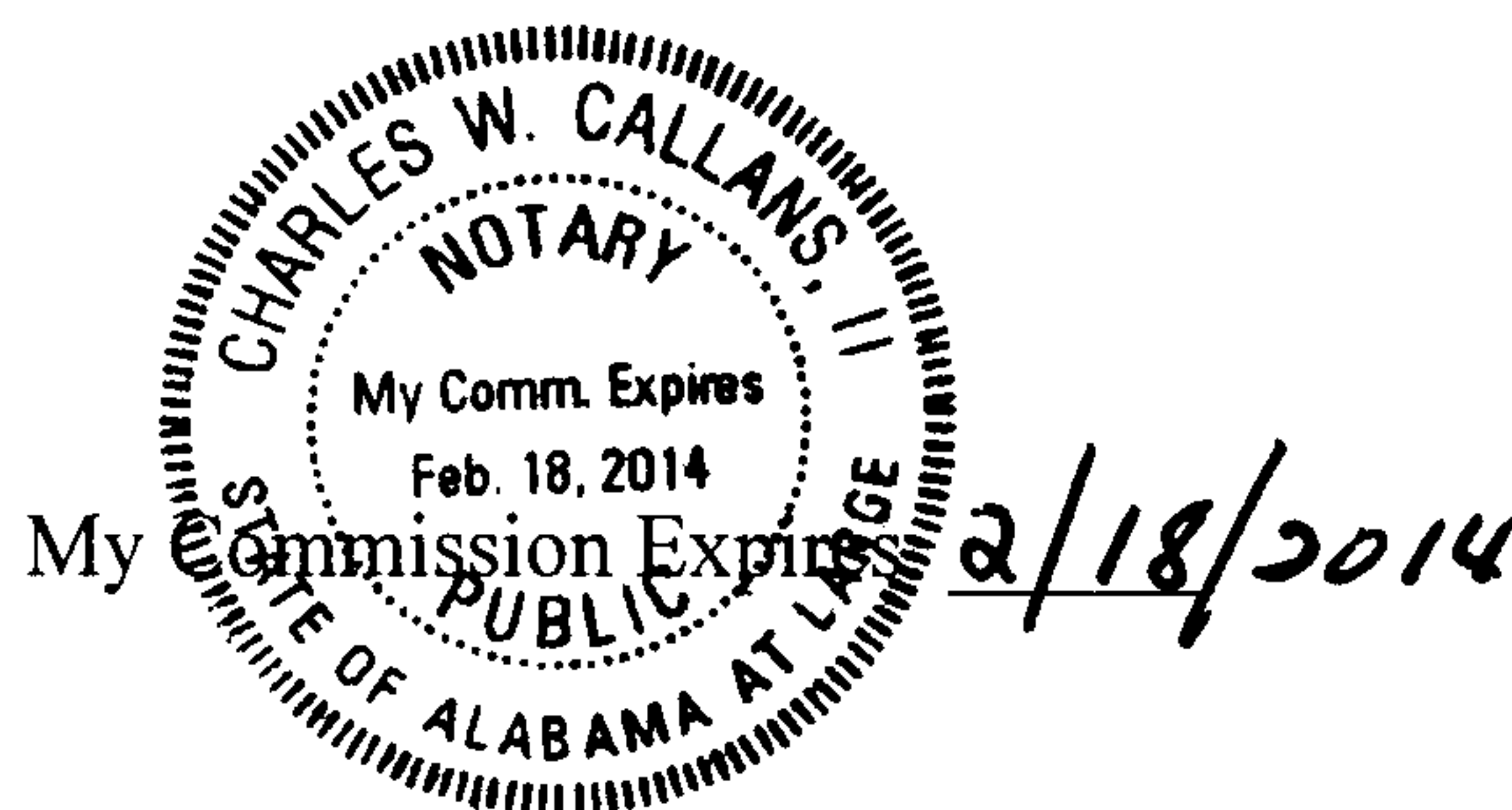
By: Charles M. Miller, Jr.  
Attorney-in Fact

Printed Name: Charles M. Miller, Jr.

(STATE OF ALABAMA )  
(COUNTY OF SHELBY )

I, the undersigned Notary Public in and for the above county and state, hereby certify that Charles M. Miller, Jr. whose name as Attorney-in-Fact for George W. Barber, Jr., is signed to the foregoing instrument, who is known to me, acknowledged by me on this 6<sup>th</sup> day of December, 2013, that being informed of the contents of such instrument, he, as such Attorney-in-Fact and with full authority, executed the same voluntarily for and as the act of said George W. Barber, Jr. on the day the same bears date.

Charles W. Callans, II  
Notary Public  
CHARLES W. CALLANS, II  
Printed Name of Notary



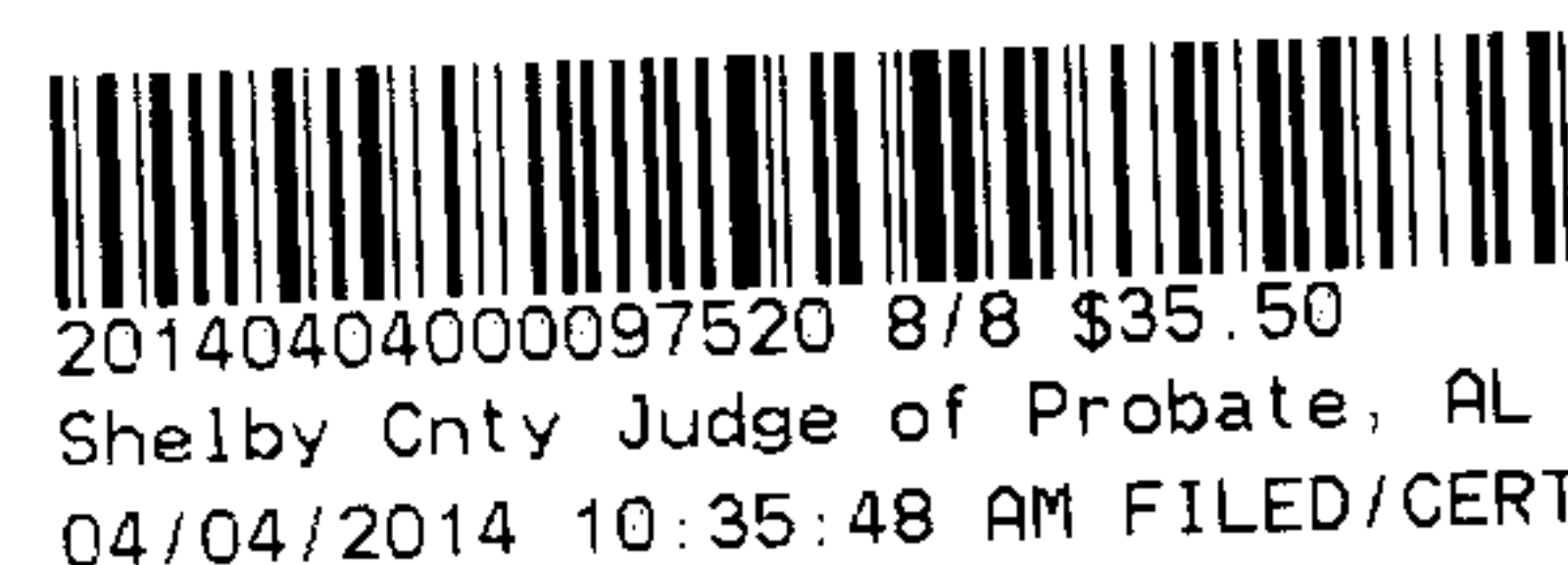
SWWC UTILITIES, INC.

By: [Signature] 12/6/13  
Its: MANAGING DIRECTOR

(STATE OF ALABAMA )  
(COUNTY OF SHELBY )

I, the undersigned Notary Public in and for the above county and state, hereby certify that Craig Sorenson, whose name as Managing Director of SWWC Utilities, Inc., is signed to the foregoing instrument, who is known to me, acknowledged by me on this 6<sup>th</sup> day of December, 2013, that being informed of the contents of such instrument, he, as such representative, and with the full authority, executed the same voluntarily on the day the same bears date.

[Signature]  
Notary Public  
Keri Shepherd  
Printed Name of Notary



My Commission Expires: 4-24-14