

STATE OF ALABAMA )

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COUNTY OF SHELBY )

**SANITARY SEWER FORCE MAIN EASEMENT AND LIFT STATION**

1. In consideration of ten dollars (\$10.00) and other valuable consideration paid to **CRYSTAL TREE I LIMITED PARTNERSHIP**, a Texas Limited Partnership, (hereinafter referred to as "Grantor") by **THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM**, a public corporation organized under and by virtue of the laws of the State of Alabama, (hereinafter referred to as "Board"), the receipt and sufficiency of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto the Board, its successors and assigns, an easement (hereinafter referred to as "Force Main Easement and Lift Station") over, across, under and through the real estate described on the attached **Exhibit A** for the purposes of, at such times and from time to time in the future as the Board may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing sanitary sewer pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground to that certain sewage lift station located on the real property described on the attached **Exhibit B** (the "Lift Station"), deemed by the Board to be necessary or useful in connection with the collection and treatment of sewage (hereinafter collectively referred to as "Pipeline"), together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress hereinafter set forth in this paragraph and that the Grantor has a good right to grant the easement and right-of-way granted hereby as aforesaid and the Grantor will warrant against the claims of all persons subject to current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Board. The easement granted hereby is granted subject to easements and restrictions of record.

2. The Grantor agrees not to construct, cause to be constructed, or permit to be constructed, on the above-described real estate, any lake or pond or any building or structure of any kind which would prevent ready access to, or interfere with, the Pipeline or the Lift Station for any of the purposes hereinabove set forth.

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SHELBY COUNTY JUDGE OF PROBATE  
006 CRH 23.00

01-155-95770  
1998-08-28

3. No delay of the Board in the use of the Easement and rights hereby granted or in laying or installing Pipeline in or along the Easement shall result in the loss, limitation or abandonment of any right, title, interest, right-of-way, Easement or estate granted hereby.

4. By the acceptance of this instrument, the Board agrees, at its sole cost, to maintain the Pipeline and the Lift Station in good operating condition and to repair and replace the Pipeline and the Lift Station, as necessary, at all times in the future, so long as the Pipeline and the Lift Station are being used by the Board. If the Board damages the Easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

5. The Grantor reserves the absolute right to use the real estate subject to the Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board.

6. The Board agrees to indemnify and hold harmless Grantor from and against any and all damages, losses, claims, suits, judgments, liens, costs and expenses, including reasonable attorney's fees, incurred by or imposed upon Grantor arising from or in connection with the Board's use and enjoyment of the Easement. All persons entering the Easement in connection with the rights granted hereunder do so at their own risk, and Grantor shall not be liable for any injury to persons (including death) or damage to property from the Board's operations hereunder.

7. This instrument states the entire agreement between the Grantor and the Board and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and the Board.

8. This instrument shall inure to the benefit of, and be binding upon the Grantor and the Board and their respective successors and assigns.

To have and to hold unto the Board, its successors and assigns forever.

**SIGNATURES ON FOLLOWING PAGES**

IN WITNESS WHEREOF, Crystal Tree I Limited Partnership has caused this instrument to be executed on this 21<sup>st</sup> day of August, 1998.

**CRYSTAL TREE I LIMITED PARTNERSHIP**  
a Texas Limited Partnership

By: Crystal Tree Corporation, General Partner

WITNESS:

Gary M Penzell  
Its: Counsel

By: [Signature]  
Its: President

STATE OF Texas )

Harris COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alan E. Ferris, whose name as President of Crystal Tree I Corporation, a Texas corporation as general partner of Crystal Tree I Limited Partnership, a Texas limited general 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 the instrument, he, in his capacity as President of such general partner and with full authority, executed the same voluntarily for and as the act of Crystal Tree I Limited Partnership on the day the same bears date.

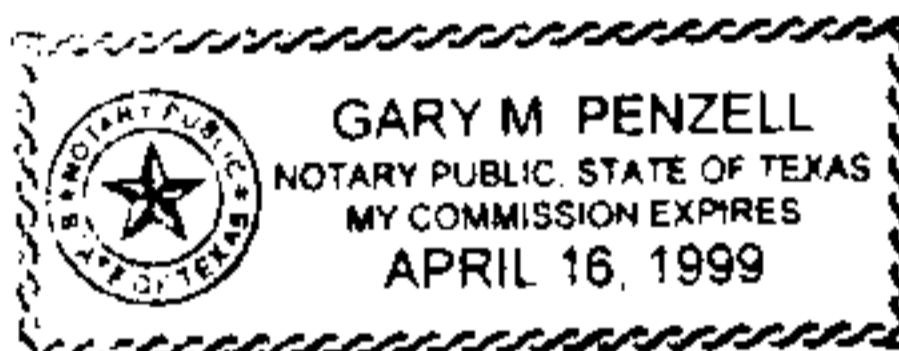
Given under my hand this the 21<sup>st</sup> day of August, 1998.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

AFFIX SEAL

This instrument prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



THE WATER WORKS AND SEWER BOARD  
OF THE CITY OF BIRMINGHAM

By: [Signature]  
Its: ASSISTANT GENERAL MANAGER

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R. Russell Chabon, whose name as Asst. General Mgr. of The Water Works and Sewer Board of the City of Birmingham, a public corporation, 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 Easement Agreement, he, in his capacity as such AGM and with full authority, executed the same voluntarily for and as the act of said public corporation on the day the same bears date.

Given under my hand this the 27 day of August, 1998.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES JULY 24, 2000

## EXHIBIT A

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH

BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6100

FAX (205) 326-2252

## FORCE MAIN EASEMENT

A parcel of land situated in the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and the N.W. 1/4 of the N.E. 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run North along the West line of said 1/4-1/4 section a distance of 113.77 feet to the POINT OF BEGINNING of a 20 foot wide sanitary sewer easement, being 10 feet on either side of the following described centerline: thence  $167^{\circ}17'27''$  to the right in a Southeasterly direction a distance of 57.86 feet to a point; thence  $8^{\circ}46'35''$  to the left in a Southeasterly direction a distance of 46.18 feet to a point; thence  $19^{\circ}18'58''$  to the right in a Southeasterly direction a distance of 21.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 316.50 feet and a central angle of  $31^{\circ}37'25''$ ; thence along the arc of said curve in a Southeasterly direction a distance of 174.69 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 16.34 feet to the P.C. (point of curve) of a curve to the right having a radius of 246.00 feet and a central angle of  $9^{\circ}25'24''$ ; thence along the arc of said curve in a Southeasterly direction a distance of 40.46 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction a distance of 11.03 feet to a point; thence  $10^{\circ}24'23''$  to the right in a Southeasterly direction a distance of 59.69 feet to a point; thence  $22^{\circ}30'$  to the left in a Southeasterly direction a distance of 24.26 feet to a point; thence  $22^{\circ}30'$  to the left in a Southeasterly direction a distance of 37.67 feet to a point on a curve to the right having radius of 350.38 feet and a central angle of  $8^{\circ}41'20''$ ; thence  $38^{\circ}28'$  to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve a distance of 53.13 feet to the POINT OF ENDING.

July 20, 1998

desc837

## EXHIBIT B

## WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH

BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6166

FAX (205) 328-2252

## PUMPING STATION EASEMENT

A parcel of land being situated in the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 683.33 feet to the POINT OF BEGINNING; thence 90°00' to the left in an Easterly direction a distance of 25.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 48.00 feet to a point; thence 90°00' to the right in a Westerly direction a distance of 8.21 feet to a point; thence 90°00' to the left in a Southerly direction a distance of 56.20 feet to a point; thence 10°30'26" to the right in a Southwesterly direction a distance of 88.99 feet to a point on the West line of said 1/4-1/4 section; thence in a Northerly direction along the West line of said 1/4-1/4 section a distance of 191.55 feet to the POINT OF BEGINNING.

July 22, 1998

desc837

STATE OF ALABAMA-JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed tax has  
been collected on this instrument.

*Michael F. Bolin*  
Judge of Probate

"No Tax Collected"

State of Alabama - Jefferson County  
I certify this instrument filed on:  
1998 AUG 28 A.M. 11:38  
Recorded and \$  
and \$ 20.00 Total \$  
\$ GEORGE R. REYNOLDS, Judge of Probate  
Deed Tax and Fee Amt 20.00  
Mtg. Tax

9811/2855

Inst. # 1998-33770

08/28/1998-33770  
01:04 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CRH 23.50