

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable considerations to the undersigned in hand paid by the City of Birmingham, a municipal corporation, the receipt whereof is hereby acknowledged, William A. Terrell and wife, Catherine F. Terrell hereby grant, bargain, sell and convey to said City of Birmingham an easement for the purpose of ingress and egress and maintenance of utilities, in, over, under and along the following described strip of land situated in the City of Birmingham and Shelby County, Alabama, to wit:

See Attached EXHIBIT "A" & "B"

TO HAVE AND TO HOLD the said easement hereinbefore granted to the said City of

Birmingham, its successors and assigns forever, for the purpose above mentioned and for no other purpose.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 25 day of October, 19 99

William A. Terrell
Catherine F. Terrell (SEAL)

William A. Terrell and wife
Catherine F. Terrell

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William A. Terrell and wife, Catherine F. Terrell whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 25 day of October, 19 99

Cyrus Tatum
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov. 6, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

11/16/1999-46959
01:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HHS 21.50

Inst # 1999-46959

Be it further understood and agreed that Brook Highland Center consisting of approximately 92,000 square feet of service warehouse will be the exclusive user of the attached easement. The expected sewer usage will be approximately 10,208 gallons per day. The legal boundary of Brook Highland Center is described as:

Lots 3 and 5 of Jessica Ingram's subdivision of the N.E. 1/4 of Section 31, TP 18, R1W, as shown on the map or plat thereof recorded in Map Book 3, Page 54, Public Records of Shelby County, Alabama.

The parties acknowledge their agreement of the usage of the attached easement on Exhibit A by signing in the space provided below.

BROOK HIGHLAND CENTER, L.L.C.

By:


John McCary

Its Managing Member

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John McCary, whose name as Managing Member of Brook Highland Center, L.L.C., an Alabama 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 said 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 2 day of November, 1999.



Notary Public

My Commission Expires:

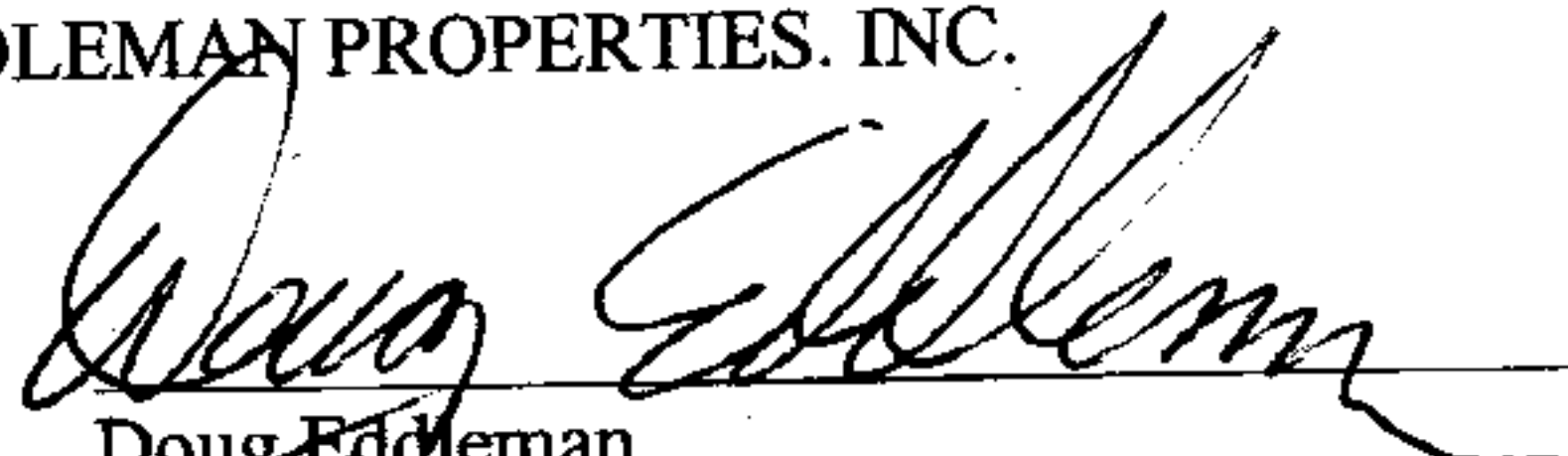
4-28-2003

[Seal]

Consented to and approved by Declarant of Protective Covenants for Village at Brook Highland dated March 12, 1998 and recorded in Instrument no. 1998-10373 in the Office of the Judge of Probate of Shelby County, Alabama.

EDDLEMAN PROPERTIES, INC.

By:


Doug Eddleman
Its President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Doug Eddleman, whose name as PRESIDENT of Eddleman Properties, Inc., a _____ 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 said 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 16 day of ^{November}~~October~~, 1999.


Notary Public

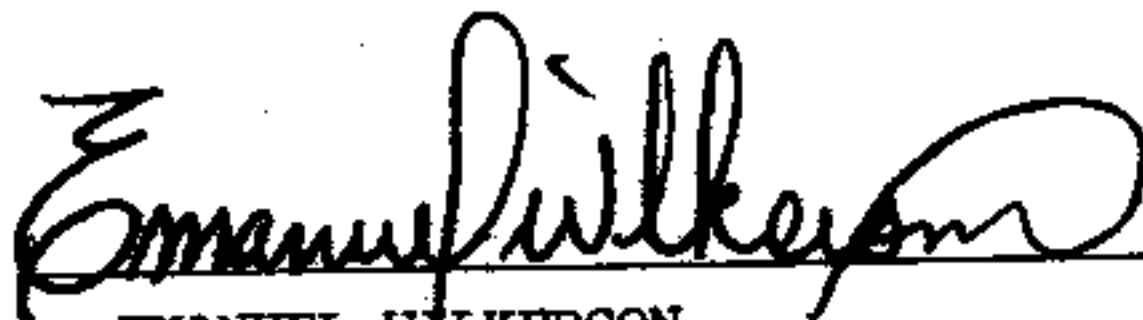
My Commission Expires:

9/20/2000

[Seal]

Consented to and approved by mortgagee of record:

NEW SOUTH FEDERAL SAVINGS BANK

By: 
Name: EMANUEL WILKERSON
Its: ASSISTANT VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that EMANUEL WILKERSON, whose name as ASST. VICE PRESIDENT of New South Federal Savings Bank, 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, said federal savings bank.

Given under my hand and official seal, this the 18TH day of October, 1999.


Notary Public
CAROL CLAY THOMAS

My Commission Expires:

6/20/2001

[Seal]

This instrument was prepared by:
Robert R. Sexton, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue, North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203

EXHIBIT "A"

5' UTILITY EASEMENT

The Village at Brook Highland

A strip of land 5 feet wide, being a portion of Lot 31, of the Village at Brook Highland as recorded in Map Book 24, Page 93 in the Office of the Judge of Probate, Shelby County, Alabama, said strip of land lying and being in the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 32, Township 18 South, Shelby County, Alabama; said strip being more particularly described as follows:

A strip of land 5 feet wide with its centerline being parallel to and 10 feet east of the west line of said Lot 31, bounded on the north by the south right-of-way line of *Brook Highland Cove* and bounded on the south by an existing 15' easement that is parallel to the south line of said Lot 31.

Containing 474 square feet, more or less.

