

15' Row & 20' Corod Easmt
to Water Works & Sewer Board
#2

STATE OF ALABAMA)

SHELBY COUNTY)

338

In consideration of ten dollars (\$10.00) and other valuable considerations paid to Crow Wood Springs Associates, Ltd., a Georgia limited partnership, (hereinafter called 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 called 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, a twenty-foot-wide temporary construction easement and a fifteen-foot-wide permanent utility right of way (said utility right of way being within the boundaries of said temporary construction easement, as described hereinafter) over, across, under and through the hereinafter described real estate 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 at will one or more water pipelines and sanitary sewer pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Board to be necessary or useful in

BOOK 192 PAGE 985

Jan. 19, 1961

connection with the transportation, distribution and sale of water and the collection and treatment of sewage (hereinafter collectively called Pipelines), 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 and egress over the hereinafter described real estate and over any property which is owned by the Grantor and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near said easement and said right of way, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Pipelines; said real estate being described as follows:

A 20-foot-wide construction easement and a 15-foot-wide permanent utility right of way situated over, across, under and through Lot 1-A, according to the map of Cahaba River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate of Shelby County, Alabama, said temporary construction easement being located 10 feet on each side of the following described centerline and said permanent utility right of way being located 7.5 feet on each side of said centerline:

Commence at the point of intersection of the Northerly line of said Lot 1-A and the Southwesterly right of way line of Old U.S. Highway 280, said right of way line being shown on the aforementioned map as being 40 feet

Southwesterly and parallel to the centerline of said Highway; thence Westerly along the North line of said Lot 1-A a distance of 205.00 feet to a point; thence turning an angle of $81^{\circ}30'38''$ to the left in a Southwesterly direction a distance of 25.00 feet to the point of beginning; thence turning an angle of $37^{\circ}07'39''$ to the left in a Southeasterly direction a distance of 75.51 feet to a point; thence turning an angle of $50^{\circ}57'07''$ to the right in a Southwesterly direction a distance of 259.43 feet to a point; thence turning an angle of $2^{\circ}55'27''$ to the right in a Southwesterly direction a distance of 328.34 feet to a point; thence turning an angle of $27^{\circ}25'34''$ to the right in a Southwesterly direction a distance of 125.95 feet to the point of ending of said centerline.

The rights and privileges herein granted are given, granted and accepted upon the following conditions and subject to the following stipulations:
 Except as set forth on Exhibit B attached hereto and made a part hereof, DE

1. / The Grantor hereby covenants with the Board that the Grantor is lawfully seized in fee simple of the above described real estate, that it is free from all encumbrances and that the Grantor has a good right to grant the easement and right of way granted hereby as aforesaid and that 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.

2. The Grantor reserves the right to use the above described real estate for any purpose and in any manner which will not unreasonably endanger or interfere with the

Pipelines or the use or enjoyment of the rights and estates granted to the Board by this instrument. The Grantor further agrees not to construct, cause to be constructed, or permit to be constructed, on said real estate any lake or pond or any building or structure of any kind which would prevent ready access to the Pipelines for any of the purposes hereinabove set forth, except that the Grantor may erect a fence, provided that such fence has a gate and that the Board shall be given a key to the lock if the gate is locked

3. The Board agrees that all pipelines placed within said utility right of way shall be buried so that the top thereof shall be not less than thirty inches (30") below the surface of the ground.

4. The Board shall have the right to lease, sell, assign, transfer and/or convey to others, in whole or in part, and to encumber, in whole or in part, the right-of-way, easement, estate, interests, rights and privileges granted to it by this instrument.

5. No delay of the Board in the use of the easement and right of way hereby granted or in laying or installing the Pipelines in or along said right of way shall result in the loss, limitation or abandonment of any right, title, interest, right of way, easement or estate granted hereby.

6. The Board's rights under the temporary construction easement granted hereby shall expire and terminate

upon the earlier of: (a) the completion of the installation of the first pipeline and related appurtenances, appliances, fixtures and equipment to be installed by the Board; or (b) September 1, 1988.

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.

In witness whereof, Crow Wood Springs Associates, Ltd. has caused this instrument to be executed by its duly authorized general partner on this 9th day of June, 1988.

Crow Wood Springs Associates, Ltd., a Georgia limited partnership

ATTEST:

By: CTW Development Corp.,
its General Partner

Its *Marion S. E. [Signature]*
AND ASST. SECRETARY

By *David J. Elwell*
Its VP

STATE OF GEORGIA)

COUNTY OF COBB)

I, Joyce A. Smith, a Notary Public in and for said County in said State, hereby certify that David J. Elwell, whose name as Vice President of CTW Development Corp., a corporation, which is the general partner of Crow Wood Springs Associates, Ltd., a Georgia limited 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 above and foregoing instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation acting in its capacity as general partner of Crow Wood Springs Associates, Ltd. on the day the same bears date.

Given under my hand and official seal of office this 9th day of June, 1988.

Joyce A. Smith
Notary Public

My Commission expires: MY COMMISSION EXPIRES FEB. 16, 1992

AFFIX NOTARIAL SEAL

This instrument prepared by:

Frank C. Galloway, Jr.
1900 First National Building
Birmingham, Alabama 35203

BOOK 192 PAGE 990

ACKNOWLEDGMENT AND CONSENT

For value received, Wachovia Bank and Trust Company, N.A. (the "Mortgagee") does hereby consent to the easements and other rights granted by Grantor in and by the within instrument and hereby joins in said grant. The Mortgagee hereby acknowledges that it is the holder of a Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") encumbering the property of Grantor and recorded in Real Record 094, page 620, in the Probate Office of Shelby County, Alabama, and further agrees that said easements and other rights so granted by Grantor shall survive a foreclosure or sale under or pursuant to the Mortgage and any other mortgage or other security instrument held by it, or under which it has rights, and affecting or encumbering the property of Grantor, as well as any other exercise of its rights or remedies under any one or more of the documents relating or pertaining to the property of Grantor. This consent and joinder shall bind the Mortgagee and its successors and assigns and shall inure to the benefit of the parties to the within instrument and their respective heirs, executors and assigns.

MORTGAGEE:

WACHOVIA BANK AND TRUST
COMPANY, N.A.

By: Mildred S. Jones
Title: Assistant Vice President

[BANK SEAL]

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Forsyth:

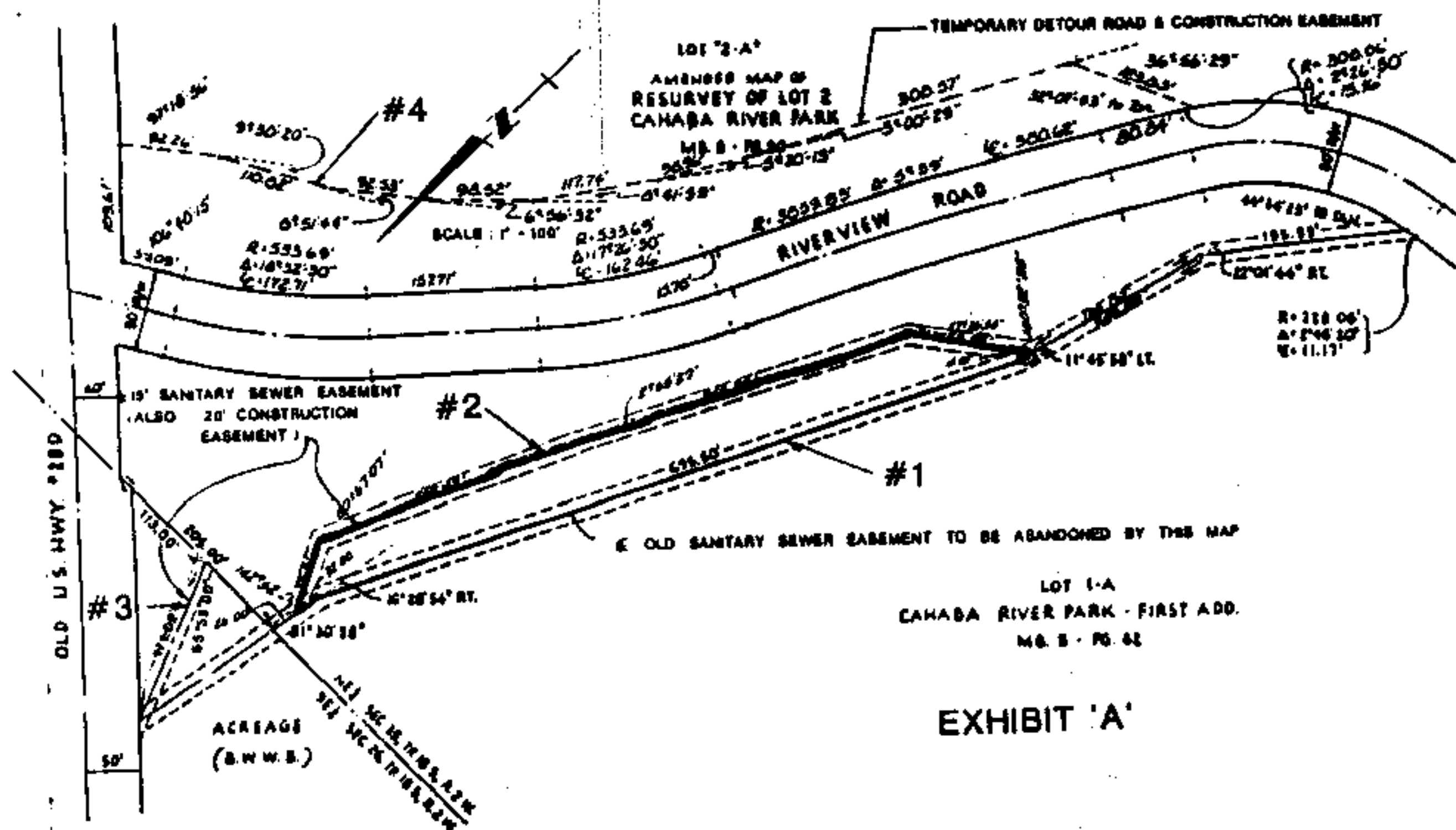
I, the undersigned Notary Public in and for said County, in said State, hereby certify that Mildred S. Jones whose name as Asst. Vice President of Wachovia Bank and Trust Company, N.A., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal of office
this 29th day of May, 1987.

[NOTARY SEAL]

Patricia J. Parker
My Commission Expires:

November 4, 1990



EASEMENT FOR RELOCATED FORCE MAIN

A 20.0 foot wide construction easement and a 15.0 foot wide permanent underground utility easement situated over and across Lot 1-A, according to the map of Canada River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate, Shelby County, Alabama, said easement being 10 feet and 7.5 feet respectively each side of a centerline more particularly described as follows:

Commence at the point of intersection of the Northerly line of said Lot 1-A and the Southwesterly right-of-way line of Old U.S. Highway 280, said right-of-way line being shown on the aforementioned map as being 40 feet Southwesterly and parallel to the centerline of said highway; thence Easterly along the North line of said Lot 1-A a distance of 205.00 feet to a point; thence turning an angle of $81^{\circ}30'38''$ to the left in a Southwesterly direction a distance of 25.00 feet to the point of beginning; thence turning an angle of $17^{\circ}07'39''$ to the left in a Southwesterly direction a distance of 75.51 feet to a point; thence turning an angle of $50^{\circ}51'07''$ to the right in a Southwesterly direction a distance of 45.33 feet to a point; thence turning an angle of $1^{\circ}55'27''$ to the right in a Southwesterly direction a distance of 326.36 feet to a point; thence turning an angle of $27^{\circ}25'34''$ to the right in a Southwesterly direction a distance of 125.95 feet to the point of ending.

This easement labeled #2 on Exhibit A.

EASEMENT TO BE VACATED

This is to vacate a 10.0 foot wide permanent underground utility easement situated over and across Lot 1-A, according to the map of Canada River Park First Addition as recorded in Map Book 8, Page 62 in the office of the Judge of Probate, Shelby County, Alabama, said easement being 5 feet each side of a centerline more particularly described as follows:

Commence at the point of intersection of the Northerly line of said Lot 1-A and the Southwesterly right-of-way line of Old U.S. Highway 280, said right-of-way line being shown on the aforementioned map as being 40 feet Southwesterly and parallel to the centerline of said highway; thence from said point of commencement, run Easterly 205.00 feet along said Northerly line of Lot 1-A to a point; thence turn $81^{\circ}30'38''$ left and run Southwesterly 25.00 feet to the point of beginning; thence continue along the last stated course a distance of 32.00 feet to a point; thence turn $16^{\circ}21'54''$ right and run Southwesterly 695.50 feet to a point; thence turn $11^{\circ}45'54''$ left and run Southwesterly 18.00 feet to the point of ending.

This easement labeled #1 on Exhibit A.

EASEMENT ACROSS BIRMINGHAM WATER WORKS PROPERTY

A 10.0 foot wide construction easement and a 15.0 foot wide permanent underground utility easement situated over and across a lot belonging to the Birmingham Water Works Board adjacent to Lot 1-A, Canada River Park First Addition, said easement being 10 feet and 7.5 feet respectively each side of a centerline more particularly described as follows:

Commence at the point of intersection of the Northerly line of said Lot 1-A and the Southwesterly right-of-way line of Old U.S. Highway 280; thence Easterly along said Northerly line a distance of 113.00 feet to the point of beginning; thence turning an angle of $63^{\circ}51'00''$ to the right in a Northwesterly direction a distance of 171.02 feet to a point on the Southwesterly right-of-way line of said highway, said point being the end point.

This easement labeled #3 on Exhibit A.

TEMPORARY DETOUR ROAD & CONSTRUCTION EASEMENT

A temporary detour road and construction easement of varying width over and across Lot 1-A according to the Amended Map of a Resurvey of Lot 1 Canada River Park as recorded in Map Book 8, Page 66 in the office of the Judge of Probate, Shelby County, Alabama. Said easement being bounded by the Southwesterly right-of-way line of Old U. S. Highway 280, the Southeastern right-of-way line of Riverview Road and the following described line:

Commence at the Northeast corner of said Lot 1-A, said corner also being the intersection point of the Southwesterly right-of-way line of Riverview Road and the Southwesterly right-of-way line of Old U. S. Highway 280; thence run Southwesterly along the Southwesterly right-of-way line of Old U. S. Highway 280 for a distance of 109.61 feet to a point; thence turn an angle of $97^{\circ}15'56''$ to the point, said point being the point of beginning of the line herein described; thence turn an angle of $9^{\circ}18'20''$ to the right and run Southwesterly for a distance of 92.26 feet to a point; thence turn an angle of $9^{\circ}18'20''$ to the right and run Southwesterly for a distance of 110.82 feet to a point; thence turn an angle of $6^{\circ}56'33''$ to the left and run Southwesterly for a distance of 92.53 feet to a point; thence turn an angle of $6^{\circ}56'33''$ to the left and run Southwesterly for a distance of 96.32 feet to a point; thence turn an angle of $6^{\circ}41'19''$ to the left and run Southwesterly for a distance of 117.74 feet to a point; thence turn an angle of $5^{\circ}38'13''$ to the left and run Southwesterly for a distance of 382.57 feet to a point; thence turn an angle of $1^{\circ}00'29''$ and run Southwesterly for a distance of 123.83 feet to a point on the Southeastern right-of-way line of Riverview Road, said point being the point of ending of the herein described line.

This easement is labeled #4 on Exhibit A and contains 83,396.09000 square feet.



EXHIBIT "B"

1. Mortgage from Crow Wood Springs Associates, Ltd., a Georgia limited partnership, to Wachovia Bank and Trust Company, N.A., dated October 7, 1986, and recorded in Real Record 094, Page 620, in the Probate Office of Shelby County, Alabama.
2. Lessor's Interest in Leases as recorded in Real Record 094, Page 661, in Probate Office of Shelby County, Alabama.
3. Title to minerals underlying caption lands, including release of damages with mining rights and privileges belonging thereto, as set forth in Deed Book 335, Page 58, in the Probate Office of Shelby County, Alabama.

BOOK 192 PAGE 993

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL -7 AM 10:51

Edmund C. Thompson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>50</u>
2. Mtg. Tax	<u> </u>
3. Recording Fee	<u>22.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>24.00</u>