

PREPARED BY:  
 K. Mark Parnell  
 GORHAM, WALDREP, STEWART,  
 KENDRICK & BRYANT, P.C.  
 2101 6th Avenue North  
 Suite 700  
 Birmingham, AL 35203  
 (205) 254-3216

=====

PERMANENT RIGHT-OF-WAY DEED

STATE OF ALABAMA )  
 SHELBY COUNTY)

In consideration of the sum of \$ 100.00 and other valuable consideration in hand paid to Crow Wood Springs Associates, LTD., a corporation, (hereinafter called "Grantor"), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto 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 the "Board"), its successors and assigns, a free, uninterrupted and unobstructed permanent right-of-way located an situated in Shelby County, Alabama, and described as follows, to-wit:

Situated in the North 1/2 of Northeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest corner of said north 1/2 and run easterly approximately 1691.00 feet along the northerly line of said north 1/2 to a point on the southwesterly right-of-way line of Old U.S. Highway 280, said point being the Point of Beginning of the easement herein described.

Thence from said Point of Beginning turn 42°36'48" right and run southeasterly 25.00 feet along said right-of-way line to a point; thence turn 123°06'43" right and run southwesterly 142.00 feet to a point; thence turn 42°27' right and run southwesterly 110.00 feet to a point on the northerly line of said north 1/2; thence turn 151°49'29" right and run easterly 216.18 feet along said northerly line of north 1/2 to the Point of Beginning.

Said easement contains 7,100.98 square feet or 0.1630 acres more or less.

Said Right-of-Way is given for the sole purpose of ingress and egress to a sanitary sewer lift station, situated in the Southeast 1/4 of Northwest 1/4 of Section 36, Township 18 South, arranged 2 West, Shelby County, Alabama.

The Right-of-Way herein conveyed is given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Board that the Grantor is lawfully seized in fee simple of said Right-of-Way, that said Right-of-Way is free from all encumbrances and that Grantor has a good right to grant to the Board the Right-of-Way granted hereby and that it will warrant and defend said Right-of-Way for the Board against all claims, liens and encumbrances, except the lien for current real estate and ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Board.

2. 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 and rights and privileges granted to it by this instrument.

3. No delay of the Board in establishing the location of the Right-of-Way hereby conveyed, shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

4. The Grantor shall remain responsible for all taxes of whatever nature which may be due and owing or may become due and owing on the Right-of-Way.

5. The promises, covenants, and warranties made in this instrument are legally binding on Grantor and all who lawfully succeed to Grantor's rights and responsibilities, including Grantor's heirs, personal representatives, successor and assigns. These promises, covenants and warranties made in this instrument can be enforced by the Board and all future owners of the Right-of-Way, including the Board's successors and assigns.

TO HAVE AND TO HOLD, the said permanent easement unto the Board forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 31 day of May, 1990.

Spring  
Crow Wood Associates, LTD.,  
~~a corporation~~  
By: Crow. Terrell & Associates, Inc.  
Its: By: Marcus E. Terrell  
President

STATE OF Georgia  
COUNTY OF DeKalb

I, the undersigned, a Notary Public in and for said State and in said County, certify that Marcus E. Terrell, President of Crow Wood Springs Associates, LTD., a corporation, whose name 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, the same was executed voluntarily on the same date.

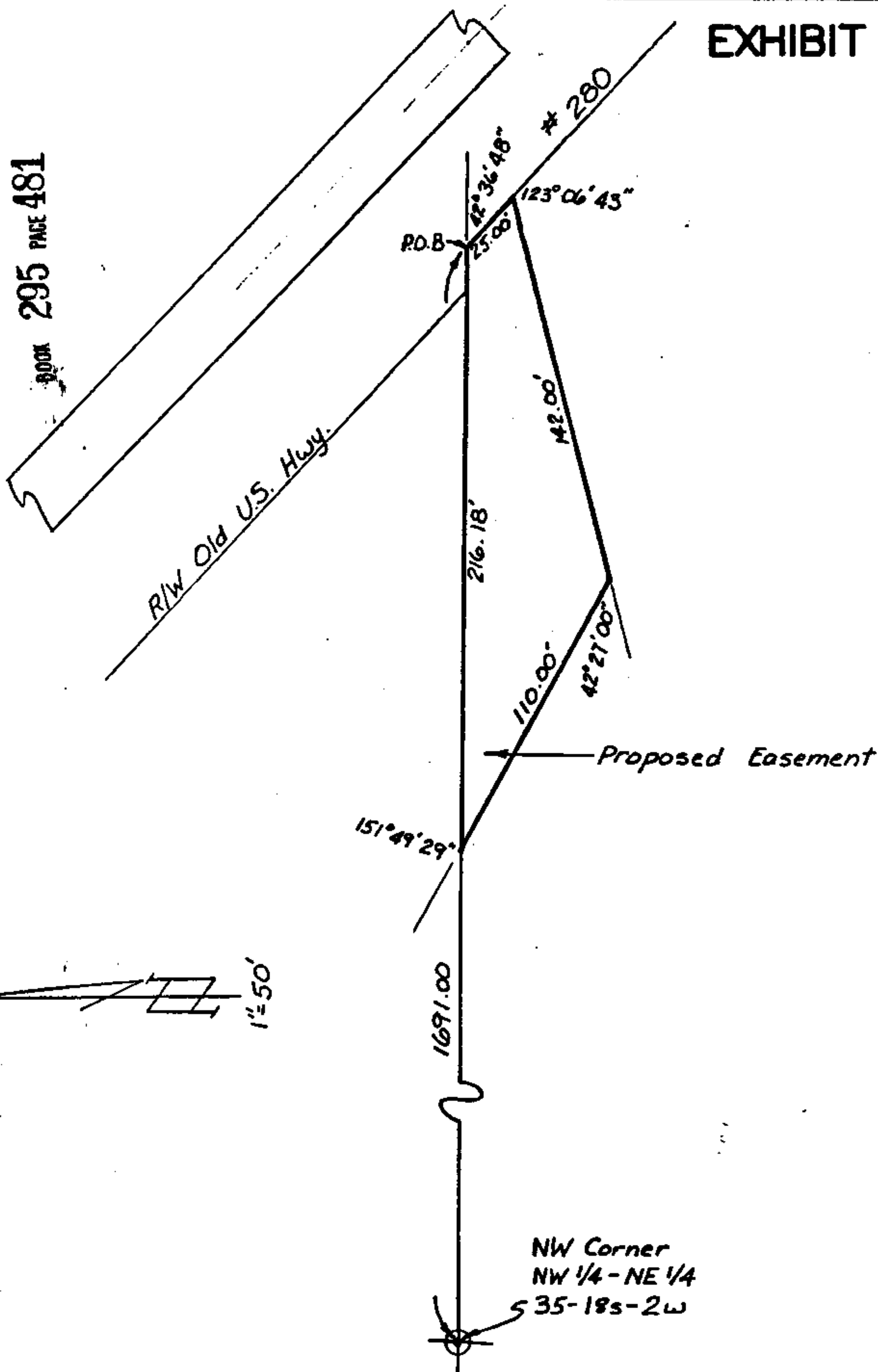
GIVEN under my hand and official seal on this the 31 day of May, 1990.

Mama K. Little  
Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires June 15, 1991

# EXHIBIT "A"

BOOK 295 PAGE 481



### CONSENT AND SUBORDINATION

The OTR, an Ohio general partnership ("Lender"), is the holder and owner of that certain Mortgage, Assignment of Rents and Security Agreement, dated October 7, 1986, recorded in the Probate Office of Shelby County, Alabama in Real Property Record 094, Page 620, as assigned to Lender on June 28, 1988, by Assignment and Estoppel Certificate, recorded in the Probate Office of Shelby County, Alabama in Real Property Record 191, Page 709, and other security documents (hereinafter collectively referred to as the "Security Documents") securing a loan pertaining to and covering that portion of Grantor's Property as described in the foregoing Permanent Right of Way Deed, and by virtue of these documents, Lender expressly agrees to, joins in and subordinates its interest in such portion of Grantor's Property to the Permanent Right of Way Deed to which this instrument is attached. In the event of a foreclosure of Lender's Security Documents (or any of them) or if for any reason Lender comes into ownership or possession of the Grantor's Property or any portion thereof, Lender agrees to abide by comply with and fulfill the obligations of Grantor thereto. Lender acknowledges and agrees that its Security Documents are expressly subordinate to and inferior to the Permanent Right of Way Deed.

This Consent and Subordination is executed on May 31, 1990.

LENDER:

OTR, an Ohio general partnership

By: Stephen A. Mitchell  
Stephen A. Mitchell, a general partner

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

90 JUN 12 AM 11:02

JUDGE OF PROBATE

1. Deed Tax	—	\$	—
2. Mtg. Tax	—	\$	—
3. Recording Fee	—	\$	12.50
4. Indexing Fee	—	\$	3.00
5. Notary Fee	—	\$	7.00
6. Certified Fee	—	\$	1.00
Total	—	\$	17.50

BOOK 295 PAGE 482

