

771
STATE OF ALABAMA)
SHELBY COUNTY)

In consideration of ten dollars (\$10.00) and other valuable considerations paid to Crow Wood Springs Associates, Ltd., a Georgia limited partnership, (hereinafter called the "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 the "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 connection with the transportation, distribution and sale of water and the collection and treatment of sewage (hereinafter collectively called the "Pipelines"), together with all rights and privileges

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Yorkham Waldruff
01-6th Ave, No.

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 the hereinafter described 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 and illustrated on the map attached hereto as Exhibit "A":

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Commence at the point of intersection of the north line of the northeast quarter of the northeast quarter of Section 35, Township 18 South, Range 2 West and the southwesterly right-of-way line of Old U.S. Highway 280, said right-of-way line being 50 feet southwesterly of the centerline of said Highway, Thence, run westerly 115.91 feet along said south line to the point of beginning, thence from the beginning - S. 21° 57' 20" E. - 13.60 feet, thence with a curve, chord bearing S. 17° 17' 43" E. - 82.87 feet, arc radius 510.00 feet, thence S. 12° 38' 06" E. - 41.15 feet, thence S. 32° 21' 54" W. - 308.20 feet, thence S. 56° 00' 25" E. - 15.59 feet to a point on the westerly right-of-way of Riverview Road, thence with the right-of-way on a curve, chord bearing S. 33° 59' 35" W. - 20.00 feet, arc radius 739.51 feet, thence N. 56° 00' 25" W. - 35.03 feet, thence N. 32° 21' 54" E. - 319.35 feet, thence N. 12° 38' 07" W. - 32.86 feet, thence with a curve, chord bearing N. 17° 17' 43" W. - 79.62 feet, arc radius 490.00 feet, thence N. 21° 57' 20" W. - 22.02 feet to a point on the north line of said quarter quarter section, thence with said line S. 89° 07' 05" E. - 21.70 feet to the point of beginning, describing a 20 foot wide permanent easement containing 0.22 acre more or less.

Also a temporary construction easement 10' adjacent to either side of the above described permanent right-of-way.

The rights and privileges herein granted are 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 the above described real estate, that, with the exception of that certain Mortgage, Assignment of Rents and Security Agreement, held by The OTR, an Ohio general partnership, recorded in the Probate Office of Shelby County, Alabama, in Real Property Record 094, Page 620, as assigned to The OTR on June 28, 1988, by Assignment and Estoppel Certificate, recorded in the Probate Office of Shelby County, Alabama, in Real Property 191, Page 709, 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 and further agrees that following the construction, repair, relocation or removal of any such Pipeline, Grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

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 easement or 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 Pipeline and related appurtenances, appliances, fixtures and equipment to be installed by the Board; or (b) January 1, 1991.

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

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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 4 day of September, 1990.

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

By: Crow-Tenney Elder Associates, Inc.

ATTEST:

By: Harold E. Brumley
Its: President

By: William R. Brumley
Its: Vice President

STATE OF GEORGIA)
COUNTY OF COBB)

I, Dana K. White, a Notary Public in and for said County in said State, hereby certify that Harold E. Brumley whose name as President of Crow-Tenney Elder Associates, Inc. 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 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 4 day of September 1990.

Dana K. White
Notary Public

My Commission Expires: My Commission Expires June 18, 1991

AFFIX NOTARIAL SEAL

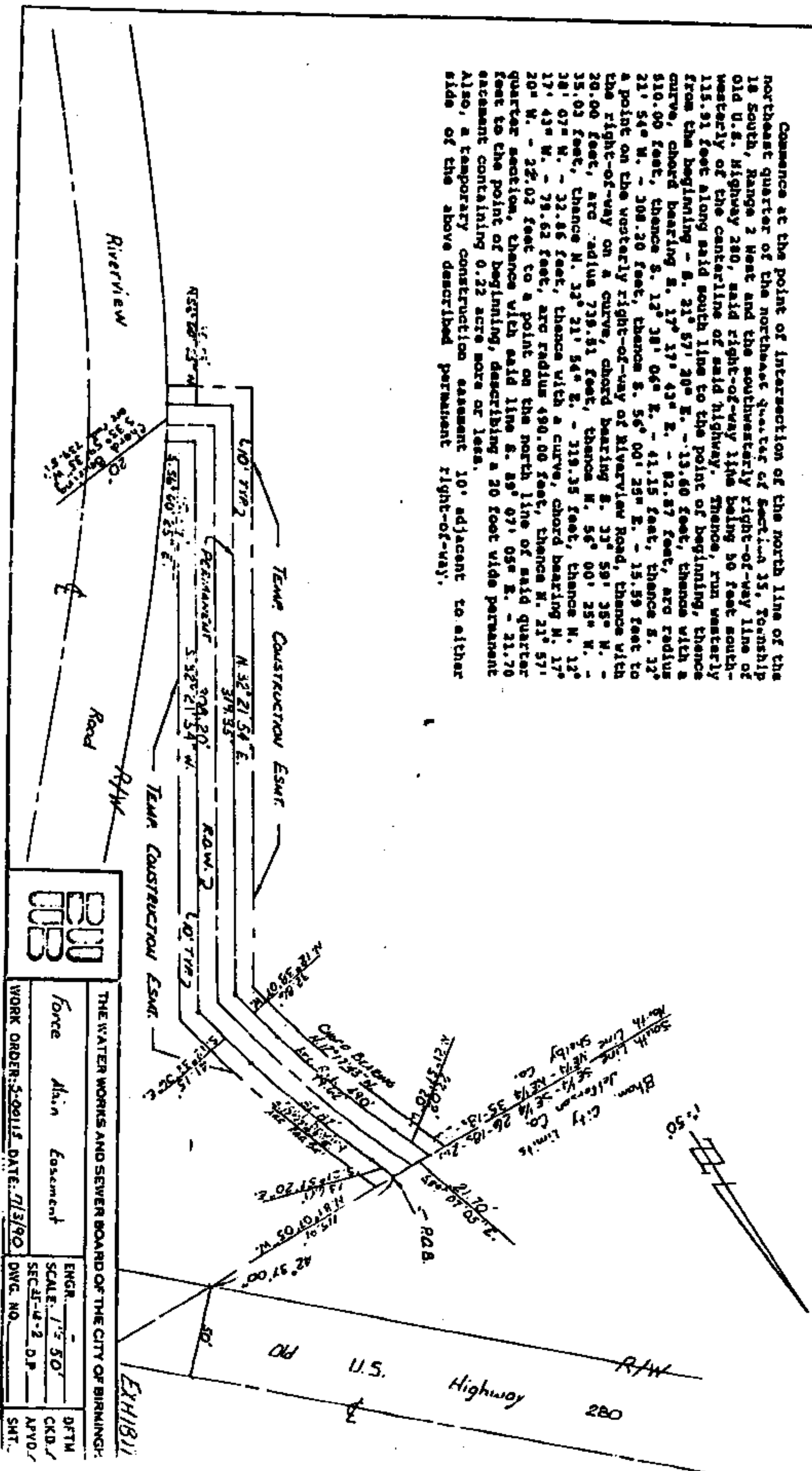
This instrument prepared by:

GORHAM, WALDREP, STEWART,
KENDRICK & BRYANT, P.C.
2101 6th Avenue North
Birmingham, AL 35203

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The Water Works and Sewer Board
of the City of Birmingham, Alabama
Force Main
Easement Description

Commence at the point of intersection of the north line of the northeast quarter of the northeast quarter of Section 15, Township 18 South, Range 2 West and the southwesterly right-of-way line of Old U.S. Highway 280, said right-of-way line being 30 feet southwesterly of the centerline of said highway. Thence, run westerly 115.91 feet along said south line to the point of beginning, thence from the beginning - S. 21° 57' 30" E. - 13.60 feet, thence with a curve, chord bearing S. 17° 17' 43" E. - 82.87 feet, arc radius 510.00 feet, thence S. 12° 38' 06" E. - 41.15 feet, thence S. 12° 21' 54" W. - 108.30 feet, thence S. 56° 00' 25" E. - 15.59 feet to a point on the westerly right-of-way of Riverview Road, thence with the right-of-way on a curve, chord bearing S. 33° 59' 35" W. - 20.00 feet, arc radius 719.81 feet, thence N. 56° 00' 25" W. - 35.03 feet, thence N. 33° 21' 54" E. - 719.35 feet, thence N. 12° 38' 07" W. - 32.86 feet, thence with a curve, chord bearing N. 17° 17' 43" W. - 79.62 feet, arc radius 490.00 feet, thence N. 21° 57' 20" W. - 25.02 feet to a point on the north line of said quarter section, thence with said line S. 89° 07' 05" E. - 21.70 feet to the point of beginning, describing a 20 foot wide permanent easement containing 0.22 acre more or less. Also, a temporary construction easement 10' adjacent to either side of the above described permanent right-of-way.



THE WATER WORKS AND SEWER BOARD OF THE CITY OF BIRMINGHAM	
Force Main Easement	ENGR. SCALE: 1" = 50'
WORK ORDER: 5-00115 DATE: 7/3/90	SEC'D: A-2 D.P.
DWG. NO.	APPROV. SMT.

307 309 603 3009

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 Record 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 instrument, and by virtue of these documents, Lender expressly agrees to, joins in and subordinates its interest in such portion of Grantor's Property to which this document 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 instrument to which this document is attached.

This Consent and Subordination is executed on Aug 21, 1990.

LENDER:

OTR, an Ohio general partnership

BY: Steph A. Mitchell
Its: General Partner

(bwwb/280sewer/con.subord)

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

90 SEP 14 AM 9:25

William H. [Signature]
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$	
2. Int. Tax	\$	
3. [unclear] Fee	\$	20.00
4. [unclear] Fee	\$	3.00
5. [unclear] Fee	\$	7.00
6. [unclear] Fee	\$	1.00
Total	\$	31.00