

IN THE CIRCUIT COURT FOR SHELBY COUNTY, ALABAMA

THE WATER WORKS AND SEWER
BOARD OF THE CITY OF
BIRMINGHAM, a public
corporation,

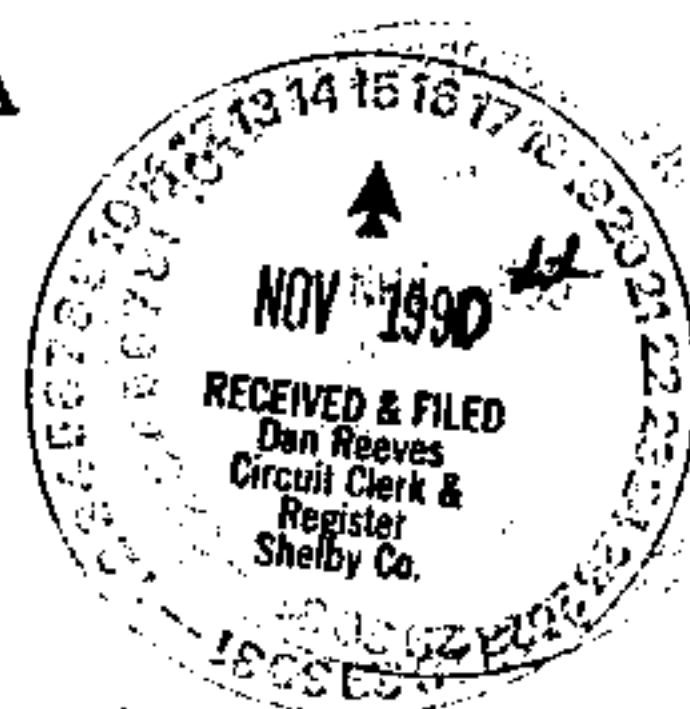
Plaintiff,

v.

DANTRACT, INC., et al,

Defendant.

Civil Action No. CV-89-460



FINAL ORDER OF CONDEMNATION

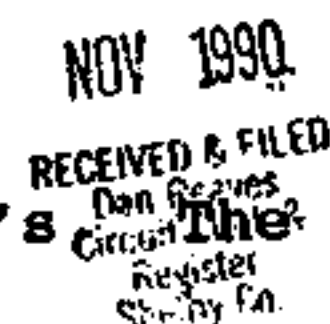
THIS CAUSE COMING on to be heard upon the Plaintiff's

Water Works and Sewer Board of the City of Birmingham's, Complaint
for Condemnation, as amended, to condemn certain property
described in said Complaint for Condemnation, as amended, and as
reflected more particularly on Exhibit "A" to said Complaint for
Condemnation, as amended, and as reflected more particularly on
Exhibit "A-1" attached hereto and incorporated herein by
reference, and for the uses and purposes therein stated.

And it appearing to the satisfaction of the Court that the
Defendants, Daniel Oak Mountain Limited Partnership, and United
States Fidelity & Guaranty Corporation, a Maryland corporation,
having been properly served with the original Complaint for
Condemnation and all subsequent amendments thereto, and that said
Defendants have properly been apprised of all hearings concerning
said Complaint for Condemnation, as amended.

And the Court having proceeded to hear said Complaint for
Condemnation, and the evidence submitted in support of same;

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And it appearing to the satisfaction of the Court from legal and competent evidence offered by Plaintiff that the averments of said Complaint for Condemnation are true and correct.

And it further appearing to the satisfaction of the Court: that the real estate described as Exhibit "A-1" attached hereto is owned by the Defendants, Daniel Oak Mountain Limited Partnership, an Alabama Limited Partnership and United States Fidelity & Guaranty Corporation, a Maryland corporation; that such tracts of real estate are subject to a lien as averred and shown in said Complaint for Condemnation, as amended; that the interest sought to be acquired by the Plaintiff is a Fee Simple interest, a Right-of-Way Easement for the purpose of ingress and egress and for the installation of pipelines and associated appurtenances, and a Temporary Construction Easement (all interests in real estate described above being on and across the said real estate as described in said Complaint for Condemnation, as amended); that said real estate and interest in real estate will be used for the purposes of constructing, and improving, and maintaining a public water storage facility, pipelines and associated appurtenances; and, that such real estate, when condemned, will be devoted to such uses and purposes; and, that it is necessary that said real estate be condemned for the purpose and uses as set forth in said Complaint for Condemnation, as amended.

It is, therefore, ORDERED, ADJUDGED, and DECREED by the Court that said Complaint for Condemnation be and the same hereby is GRANTED.

FURTHERMORE, this cause coming on to be heard for an Order of Condemnation; and this Court having entered an order GRANTING said Complaint for Condemnation, as amended.

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It is ORDERED, ADJUDGED, and DECREED by this Court that the Fee Simple title, the Right-of-Way Easement for the purpose of ingress and egress and the installation of pipelines and associated appurtenances, and the Temporary Construction Easement sought to be condemned in said Complaint for Condemnation, as amended, and as reflected more particularly on Exhibit "A-1" attached hereto, be, and the same are hereby condemned, granted and awarded to the Plaintiff, The Water Works and Sewer Board of the City of Birmingham, with the rights and for the uses and purposes set forth in said Complaint for Condemnation, as amended; and, That all rights, title and interest prayed for in said Complaint for Condemnation, as amended, which are condemned, granted and awarded to the Plaintiff be, and the same hereby are divested out of said Defendants, the owners of, or the owners of an interest in, the real estate described in Plaintiff's Complaint for Condemnation, as amended, and invested in the Plaintiff, The Water Works and Sewer Board of the City of Birmingham. Such condemnation to be effective upon payment of the damages and compensation so assessed and the same being deposited into Court.

It is hereby further ORDERED, ADJUDGED, and DECREED that the Right-of-Way Easement reflected on Exhibit "A-1" attached hereto and hereby condemned by the Plaintiff for ingress and egress and for the installation of pipelines and associated appurtenances shall be a non-exclusive easement whereby both Plaintiff and

Defendants are entitled to make use of said Right-of-Way Easement to the extent that such use shall not interfere with Plaintiff's right of ingress and egress or water pipelines and associated appurtenances being installed in said Right-of-Way Easement. Furthermore, it is ORDERED, ADJUDGED, and DECREED that if Defendant, Daniel Oak Mountain Limited Partnership, or its successors and assigns, wishes to relocate Plaintiff's Right-of-Way Easement for ingress and egress, that both Plaintiff and Defendant, Daniel Oak Mountain Limited Partnership, or Daniel Oak Mountain Limited Partnership's successor or assign, shall mutually agree to an alternate route for Plaintiff's ingress and egress; said alternate route to be substantially similar to the present Right-of-Way Easement; and, the Defendant, Daniel Oak Mountain Limited Partnership and/or Daniel Oak Mountain Limited Partnership's successors and assigns, being responsible for all costs incurred by Plaintiff in the relocation of said Right-of-Way Easement including but not limited to moving and/or replacing the water pipelines and associated appurtenances.

It is further ORDERED, ADJUDGED, and DECREED that the Temporary Construction Easement hereby condemned by Plaintiff shall be for the period of construction of the above mentioned water storage facilities and associated appurtenances and for 30 days thereafter. Furthermore, Plaintiff shall, as soon as practical under the circumstances, restore the real estate covered by the Temporary Construction Easement, if damaged, to substantially the same condition existing immediately prior to any construction.

It is further ORDERED, ADJUDGED, and DECREED that the award of \$45,000.00 dollars is awarded to the Defendants as follows:

Daniel Oak Mountain Limited Partnership, an Alabama limited partnership	an owner of a fee simple interest
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United States Fidelity & Guaranty Corporation, a Maryland corporation	owner of the security interest in said property
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It is further ORDERED, ADJUDGED and DECREED by the Court that the Plaintiff, The Water Works and Sewer Board of the City of Birmingham, pay all cost of Court incurred in this action, in the amount of One Hundred Forty Seven (\$147.00) dollars for which execution may issue.

DONE in open Court, this the 15th day of November,
1990.

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D. Al Crewson
CIRCUIT COURT JUDGE
SHELBY COUNTY, ALABAMA

EXHIBIT "A-1"

PARCEL #1 TANK LOT

A fee simple interest in:

Commence at the SW corner of Section 33, Township 18 South, Range 1 West; thence North 00° 51' 25" West along the west section line 1,617.47 feet; thence North 89° 08' 35" East, 2,436.41 feet to the southeast right-of-way of Hugh Daniel Drive formerly called Mountain Road to an iron; thence North 55° 33' 15" East 91.41' to an iron; thence South 34° 26' 45" East 4'; thence South 69° 52' 23" East, 314.99'; thence South 56° 24' 15" West 57.60' to point of beginning; thence South 33° 35' 45" East, 400'; thence North 56° 24' 15" East, 330'; thence North 33° 35' 45" West, 400'; thence South 56° 24' 15" West 330' to point of beginning. Containing 3.03 acres more or less.

PARCEL #2

A right-of-way easement for ingress and egress and for the installation of a water pipeline and appurtenances:

Commence at the SW corner of Section 33, Township 18 South, Range 1 West; thence North 00° 51' 25" West along the west section line 1,617.47 feet; thence North 89° 08' 35" East, 2,436.41 feet to the southeast right-of-way of Hugh Daniel Drive formerly called Mountain Road to an iron; thence North 55° 33' 15" East 91.41' to an iron; thence South 34° 26' 45" East 4'; to point of beginning of a 30' right-of-way being 15' either side of the following described line; thence South 69° 52' 23" East 314.99' to point of ending.

PARCEL #3

A temporary construction easement in:

Commence at the SW corner of Section 33, Township 18 South, Range 1 West; thence North 00° 51' 25" West along the west section line 1,617.47 feet; thence North 89° 08' 35" East, 2,436.41 Feet to the southeast right-of-way of Hugh Daniel Drive formerly called Mountain Road to an iron; thence North 55° 33' 15" East 91.41' to an iron; thence South 34° 26' 45" East 4'; thence South 69° 52' 23" East 140'; thence North 20° 07' 37" East 22.5' to point of beginning of a 15' construction easement; being 7.5' each side of the following described centerline; thence North 69° 52' 23" West 115' to the right-of-way of Hugh Daniel Drive and point of ending.

1. Doc. Tax	1.00
2. Mtg. Tax	1.00
3. Recording Fee	1.00
4. Indexing Fee	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	6.00

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED
91 JAN 14 PM 4:04
JUDGE OF PROBATE