

STATE OF ALABAMA )

SHELBY COUNTY )

EASEMENT FOR SANITARY SEWER LINES And WATER LINES

In consideration of ten dollars (\$10.00) and other valuable consideration paid to AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, (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, an easement (hereinafter called "Easement") 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 sanitary sewer pipelines and water 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 collection and treatment of sewage and the transportation, distribution and sale of water (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, together

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Inst # 1992-16102

Return To:  
Corley, Moncus & Ward, P.C.  
2100 SouthBridge Parkway  
Suite 650  
Birmingham, AL 35209  
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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 the Easement, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Pipelines, and together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and remove or otherwise disturb paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to the Board hereunder, subject to the Board's obligation to repair any damage done by it to the paving or other road covering; said real estate being described as follows:

the strips or parcels of land which are a part of the real estate described on Exhibit A attached hereto which are designated or shown as streets or easements on the plan for the proposed Eighth Sector of Brook Highland attached hereto as Exhibit B, which strips or parcels of land shall be dedicated or reserved as streets or easements when the subdivision maps of the proposed Eighth Sector of Brook Highland subdivision are recorded in the office of the Judge of Probate of Shelby County, Alabama.

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 it is free from all encumbrances, except as hereinafter set forth in this paragraph 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. The easement granted hereby is granted subject to easements and restrictions of record including, without limitation, the following:

- a. Real estate ad valorem taxes for the tax year ending September 30, 1992.
- b. Title to all minerals within and underlying the Easement, together with all mining rights and other rights, privileges and immunities relating thereto, including the rights conveyed by the instruments recorded in Deed Book 32, page 48, Deed Book 127, page 140, and Deed Book 121, page 294.
- c. Declaration of Protective Covenants for the "Watershed Property" recorded in Real 194, Page 54.
- d. A Deed and Bill of Sale from Grantor to Grantee recorded in Real 194, page 43 along with an Easement for Sanitary Sewer Lines and Water Lines as recorded in Real 194 page 1.
- e. Drainage Agreement between Grantor and Eddleman and Associates as recorded in Real 125 page 238.
- f. Restrictive Covenants with regard to Underground Transmission Installations by Alabama Power Company as recorded in Real 181, page 995, Real 220, page 521, and Real 220 page 532.
- g. Reciprocal Easement between Grantor and Eddleman and Associates as recorded in Real 125, page 249 and Real 199 page 18.
- h. Agreement concerning electric service between Grantor and Alabama Power Company as recorded in Real 306, page 119.

(The instruments referred to herein as recorded are recorded in the office of the Judge of Probate of Shelby County, Alabama.)

2. The Grantor agrees not to construct, cause to be constructed, or permit to be constructed, on the above described real estate any lake or pond or any building or structure of any kind which would prevent ready access to, or interfere with, the Pipelines for any of the purposes hereinabove set forth.

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

4. By the acceptance of this instrument, the Board agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by the Board. The Board agrees to repair at its sole cost, any damage caused to the Easement areas by it or its contractors and subcontractors, including damage to any pavement, gutters, curbing, landscaping and other permitted improvements within the Easement areas. If the Board damages the Easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

5. The Grantor reserves the absolute right to use the real estate subject to the Easement for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board.

6. 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.

7. 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**, AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, has caused this Instrument to be executed by its duly authorized corporate officer, on this 31<sup>st</sup> day of July, 1992.

AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio

ATTEST:

Linda S. Lohr  
Its Executive President  
& Trust Officer

Jeffrey B. Stumpf  
Its Vice President - Trust Officer

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that John A. Baswick whose name as Vice Pres. & Trust Officer of AmSouth Bank, N.A., a national banking association, as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association acting in its capacity as Ancillary Trustee as aforesaid.

Given under my hand and official seal this the 31<sup>st</sup> day of July, 1992.

James L. Haltad

Notary Public

AFFIX SEAL

My commission expires: 1/5/95

This instrument prepared by:

Jack P. Stephenson, Esq.  
Burr & Forman  
SouthTrust Tower  
420 N. 20th Street, Suite 3000  
Birmingham, Alabama 35203

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**EXHIBIT A**

**K.B. WEYGAND & ASSOCIATES, P.C.**

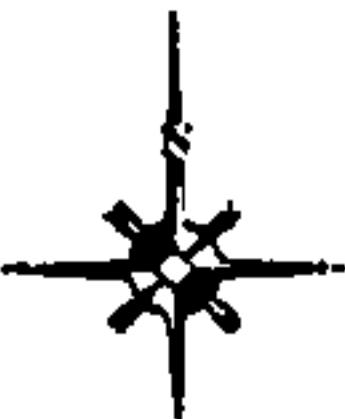
*Civil Engineers and Land Surveyors*

(205) 991-8965

FAX (205) 991-6032

A description of a parcel of land to be known as Brook Highland 8th Sector situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found and locally accepted to be the northwest corner of said Section 29, thence run east along the north line of said Section 29 for a distance of 1,208.22 feet to an iron pin set; thence turn an angle to the right of  $118^{\circ}53'55''$  and run in a southwesterly direction for a distance of 184.62 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 164.86 feet to an iron pin set; thence turn an angle to the left of  $12^{\circ}14'04''$  and run in a southwesterly direction for a distance of 227.07 feet to an iron pin set; thence turn an angle to the left of  $90^{\circ}10'59''$  and run in a southeasterly direction for a distance of 25.00 feet to an iron pin set; thence turn an angle to the right of  $95^{\circ}48'52''$  and run in a southwesterly direction for a distance of 173.88 feet to an iron pin set on a curve to the left having a central angle of  $7^{\circ}03'50''$  and a radius of 549.62 feet; thence turn an angle to the right of  $90^{\circ}00'00''$  to the tangent of said curve and run in a northwesterly direction along the arc of said curve for a distance of 67.76 feet to an iron pin set; thence turn an angle to the left of  $90^{\circ}00'00''$  from the tangent of last stated curve and run in a southwesterly direction for a distance of 282.16 feet to an iron pin set; thence turn an angle to the right of  $111^{\circ}27'54''$  and run in a northwesterly direction for a distance of 82.63 feet to an iron pin set; thence turn an angle to the left of  $102^{\circ}26'57''$  and run in a southwesterly direction for a distance of 181.56 feet to an iron pin set on the northeast right-of-way of Brook Highland Drive as recorded in Map Book 12, Page 74, in the Office of the Judge of Probate, Shelby County, Alabama, said iron being on a curve to the right having a central angle of  $21^{\circ}09'53''$  and radius of 769.30 feet; thence turn an angle to the left of  $90^{\circ}00'00''$  to the tangent of said curve and run in a southeasterly direction along the arc of said curve and also along said northeast right-of-way for a distance of 284.17 feet to an iron pin set; thence run tangent to last stated curve and in a southeasterly direction along said northeast right-of-way for a distance of 522.78 feet to a point on a curve to the right having a central angle of  $33^{\circ}38'54''$  and a radius of 1,303.24 feet; thence run in a southeasterly direction along the arc of said curve and also along said northeast right-of-way for a distance of 765.36 feet to an iron pin set; thence run tangent to last stated curve in a



southeasterly direction along said northeast right-of-way for a distance of 111.69 feet to an iron pin set; thence turn an angle to the left of  $90^{\circ}00'00''$  and run in a northeasterly direction along said northeast right-of-way for a distance of 32.00 feet to an iron pin set on a curve to the left having a central angle of  $23^{\circ}56'43''$  and a radius of 574.62 feet; thence turn an angle to the right of  $90^{\circ}00'00''$  to the tangent of said curve and run in a southeasterly direction along the arc of said curve and also along said northeast right-of-way for a distance of 240.15 feet to an iron pin set; thence turn an angle to the left of  $92^{\circ}53'59''$  from the tangent of last stated curve and run in a northeasterly direction leaving said northeast right-of-way for a distance of 71.20 feet to an iron pin set; thence turn an angle to the left of  $9^{\circ}45'20''$  and run in a northeasterly direction for a distance of 42.96 feet to an iron pin set; thence turn an angle to the left of  $23^{\circ}37'07''$  and run in a northeasterly direction for a distance of 112.24 feet to an iron pin set; thence turn an angle to the right of  $8^{\circ}52'33''$  and run in a northeasterly direction for a distance of 100.28 feet to an iron pin set; thence turn an angle to the left of  $18^{\circ}40'49''$  and run in a northeasterly direction for a distance of 142.07 feet to an iron pin set; thence turn an angle to the left of  $30^{\circ}19'06''$  and run in a northwesterly direction for a distance of 79.65 feet to an iron pin set; thence turn an angle to the left of  $53^{\circ}33'15''$  and run in a northwesterly direction for a distance of 59.92 feet to an iron pin set; thence turn an angle to the right of  $34^{\circ}50'33''$  and run in a northwesterly direction for a distance of 46.21 feet to an iron pin set; thence turn an angle to the right of  $11^{\circ}47'44''$  and run in a northwesterly direction for a distance of 145.57 feet to an iron pin set; thence turn an angle to the right of  $10^{\circ}04'58''$  and run in a northwesterly direction for a distance of 97.06 feet to iron pin set; thence turn an angle to the right of  $23^{\circ}27'39''$  and run in a northeasterly direction for a distance of 65.48 feet to an iron pin set; thence turn an angle to the left of  $3^{\circ}08'49''$  and run in a northeasterly direction for a distance of 22.66 feet to an iron pin set; thence turn an angle to the left of  $45^{\circ}51'51''$  and run in a northwesterly direction for a distance of 36.40 feet to an iron pin set; thence turn an angle to the right of  $12^{\circ}42'16''$  and run in a northwesterly direction for a distance of 200.76 feet to an iron pin set; thence turn an angle to the right of  $88^{\circ}28'36''$  and run in a northeasterly direction for a distance of 220.69 feet to an iron pin set; thence turn an angle to the left of  $92^{\circ}28'48''$  and run in a northwesterly direction for a distance of 225.24 feet to an iron pin set on a curve to the left having a central angle of  $1^{\circ}08'31''$  and a radius of 1,299.41 feet; thence turn an angle to the left of  $90^{\circ}00'00''$  to the tangent of said curve and run in a

southwesterly direction along the arc of said curve for a distance of 25.90 feet to an iron pin set; thence turn an angle to the right of  $90^{\circ}-00'-00''$  from the tangent of last stated curve and run in a northwesterly direction for a distance of 160.82 feet to an iron pin set; thence turn an angle to the right of  $91^{\circ}-08'-31''$  and run in a northeasterly direction for a distance of 507.61 feet to an iron pin set; thence turn an angle to the left of  $41^{\circ}-33'-16''$  and run in a northeasterly direction for a distance of 183.08 feet to an iron pin set; thence turn an angle to the left of  $57^{\circ}-38'-39''$  and run in a northwesterly direction for a distance of 98.90 feet to an iron pin set; thence turn an angle to the left of  $5^{\circ}-18'-20''$  and run in a northwesterly direction for a distance of 77.87 feet to an iron pin set; thence turn an angle to the left of  $43^{\circ}-55'-55''$  and run in a southwesterly direction for a distance of 185.44 feet to an iron pin set; thence turn an angle to the right of  $36^{\circ}-34'-17''$  and run in a northwesterly direction for a distance of 221.68 feet to an iron pin set; thence turn an angle to the left of  $24^{\circ}-49'-43''$  and run in a northwesterly direction for a distance of 107.28 feet to an iron pin set; thence turn an angle to the right of  $24^{\circ}-16'-18''$  and run in a northwesterly direction for a distance of 138.25 feet to an iron pin set on a curve to the right having a central angle of  $6^{\circ}-39'-28''$  and a radius of 245.00 feet; thence turn an angle to the right of  $90^{\circ}-00'-00''$  to the tangent of said curve and run in a northeasterly direction along the arc of said curve for a distance of 28.47 feet to an iron pin set; thence turn an angle to the left of  $90^{\circ}-00'-00''$  from the tangent of last stated curve and run in a northwesterly direction for a distance of 230.99 feet to the point of beginning. Said parcel to be known as Brook Highland 8th Sector contains 30.23 acres, more or less.

*Kenneth B. Wergand*  
Kenneth B. Wergand, Reg. Engr.-L.S.#11768  
3-27-92

EXHIBIT B

Inst. # 1992-16102

08/05/1992-16102  
04:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 AJS 29.50

