

Inst # 1992-31643

STATE OF ALABAMA )

SHELBY COUNTY )

12/30/1992-31643  
12:22 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
27.50

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

*Eddleman Properties*  
2700 Hwy 280 East  
Suite 325  
B'ham AL 35223

and egress over 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 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 Twentieth 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 Twentieth 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, 1993.
- 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.
- 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.
- 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.
- i. Easements to Alabama Power Company as set out in Real 207, page 380, Real 220, page 521, and Real 220, page 532.



j. Restrictions, covenants and conditions as set forth and contained within deeds recorded in Real 301, page 1, Real 220, page 339, and Instrument No. 1992-14567.

(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 30 day of DECEMBER, 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. Lebe  
Its Asst Vice Pres  
and Trust Officer

[Signature]  
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. Bastwick 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 30 day of December, 1997.

  
Notary Public

AFFIX SEAL

My commission expires: 1-9-96

This instrument prepared by:

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



## EXHIBIT A

A parcel of land to be known as Brook Highland 20th Sector situated in Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the northeast corner of the northwest quarter of the northeast quarter of said Section 30; thence run west along the north line of said quarter-quarter section for a distance of 886.35 feet to a point; thence turn an angle to the left of 69°-23'-25" and run in a southwesterly direction for a distance of 2,595.50 feet to a point; thence turn an angle to the left of 53°-30'-00" and run in a southeasterly direction for a distance of 453.77 feet to the point of beginning; thence continue on last stated course for a distance of 196.23 feet to a point; thence turn an angle to the left of 51°-52'-09" and run in a southeasterly direction for a distance of 16.50 feet to a point; thence turn an angle to the right of 51°-24'-30" and run in a southeasterly direction for a distance of 43.65 feet to a point; thence turn an angle to the left of 8°-56'-57" and run in a southeasterly direction for a distance of 112.22 feet to a point; thence turn an angle to the right of 42°-00'-00" and run in a southwesterly direction for a distance of 296.21 feet to a point; thence turn an angle to the left of 45°-15'-17" and run in a southeasterly direction for a distance of 199.85 feet to a point; thence turn an angle to the left of 25°-05'-37" and run in a southeasterly direction for a distance of 444.18 feet to a point; thence turn an angle to the left of 23°-41'-24" and run in a northeasterly direction for a distance of 345.56 feet to a point; thence turn an angle to the left of 29°-18'-36" and run in a northeasterly direction for a distance of 334.56 feet to a point on the southwest right-of-way of Brook Highland Drive as recorded in Map Book 12, pages 73 and 74 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 90°-00'-00" and run in a northwesterly direction along said southwest right-of-way for a distance of 198.51 feet to a point on a curve to the right having a central angle of 19°-47'-32" and a radius of 411.97 feet; thence run in a northwesterly direction along the arc of said curve and also along said southwest right-of-way for a distance of 142.31 feet to a point; thence turn an angle to the left of 80°-06'-15" from the chord of last stated curve and run in a southwesterly direction for a distance of 175.00 feet to a point; thence turn an angle to the right of 23°-46'-33" and run in a northwesterly direction for a distance of 415.47 feet to a point; thence turn an angle to the right of 35°-05'-59" and run in a northwesterly direction for a distance of 305.35 feet to a point; thence turn an angle to the right of 64°-55'-08" and run in a northeasterly direction for a distance of 921.55 feet to a point; thence turn an angle to the right of 9°-14'-20" and run in a northeasterly direction for a distance of 401.42 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a

northwesterly direction for a distance of 200.00 feet; thence turn an angle to the left of 90°-00'-00" and run in a southwesterly direction for a distance of 56.51 feet to a point; thence turn an angle to the right of 90°-00'-00" and run in a northwesterly direction for a distance of 260.00 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a southwesterly direction for a distance of 381.97 feet to a point; thence turn an angle to the left of 9°-14'-20" and run in a southwesterly direction for a distance of 1001.06 feet to the point of beginning; said parcel contains 27.707 acres, more or less.



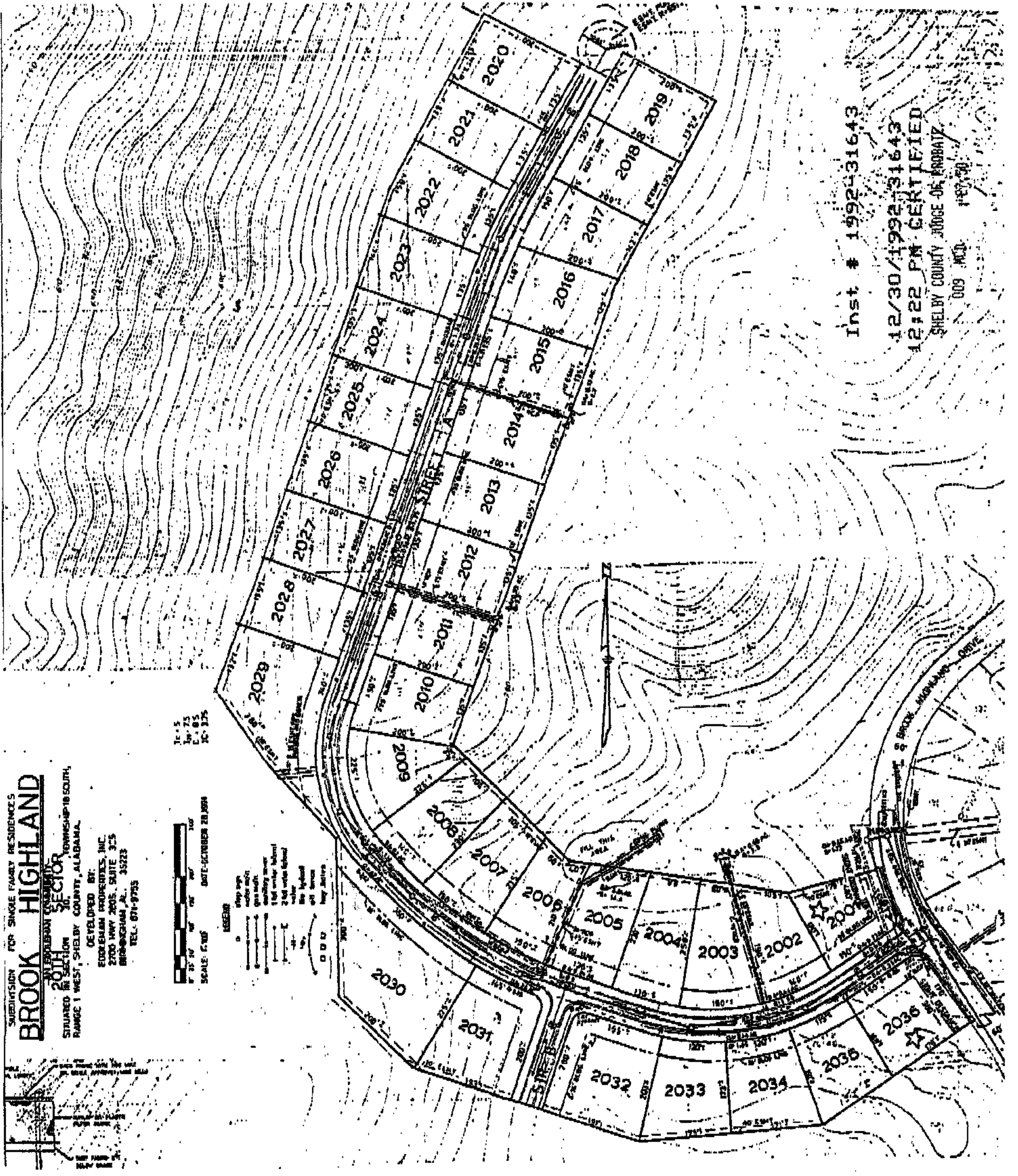
EXHIBIT B

SUBDIVISION FOR SINGLE FAMILY RESIDENCES  
**BROOK HIGHLAND**  
 20TH SECTOR  
 SHELBY COUNTY, ALABAMA  
 SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH,  
 RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

DEVELOPED BY:  
 EDDLEMAN PROPERTIES, INC.  
 2700 HWY 205, SUITE 325  
 BIRMINGHAM, AL. 35223  
 TEL. 678-9755

SCALE: 1" = 60' DATE: OCTOBER 20, 1991

- LEGEND
- Step up
  - Step down
  - Gas main
  - Sanitary sewer
  - 1 1/2" water (below)
  - 2 1/2" water (below)
  - Water
  - Fire hydrant
  - Oil service
  - Sewer service



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 009 MCD. 118750