

STATE OF ALABAMA)
JEFFERSON COUNTY)

Inst # 1993-20841

In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to Daniel Oak Mountain Limited Partnership (hereinafter called Grantor, whether one or more), 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 called Grantee), its successors and assigns, a free, uninterrupted and unobstructed permanent, perpetual and non-exclusive easement right-of-way thirty feet (30') in width, located within the boundaries of the NE 1/4 of the NW 1/4 and the SW 1/4 of the SE 1/4 of Section 33, Township 18 South, Range 1 West in Shelby County, Alabama as shown in red on the map attached

hereto and made a part hereof, being fifteen feet (15') on either side of the center line of the first water pipeline or water main laid or installed in said real estate under the terms of this instrument, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Grantee to be necessary or useful in connection with 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 said right-of-way and real estate and over any property which is owned by the Grantor and is directly adjacent to said real estate, together with the right,

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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 right-of-way, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantor and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the right-of-way for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines within such right-of-way and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, which the Grantee deems to be necessary or useful in connection with the Pipelines.

The rights and privileges herein conveyed are given granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances except the existing Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 in favor of United States Fidelity and Guaranty Company recorded as Instrument No. 1993-03120 in the Probate Office of Shelby County, Alabama, and that it has a good right to grant to the Grantee the right-of-way granted hereby and that it will warrant against all claims, liens and encumbrances, except the existing Second Amended and Restated Mortgage and Security Agreement dated February 2, 1993 in favor of United States Fidelity and Guaranty Company recorded as Instrument No. 1993-03120 in the Probate Office of Shelby County, Alabama, except the lien for current real estate ad valorem taxes which are

not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantor retains ownership of said property and reserves the right to use said real estate for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or the use or enjoyment of the rights and estates granted to the Grantee by this instrument. The Grantor further agrees not to construct, cause to be constructed, or permit to be constructed, on said right-of-way any lake or pond or any building or structure of any kind other than roadways.

3. The Grantee agrees that the water pipeline or pipelines placed within said 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 Grantee 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. The Grantee agrees that should the Grantor at any time following the installation of a water main, convey a road right-of-way to the governing body, along said right of way, the right-of-way granted herein shall expire and cease to exist and become a part of the governing body's public right-of-way.

5. No delay of the Grantee in establishing the location of the right-of-way hereby conveyed, or in the use of any other right or easement hereby granted or in laying or

installing the Pipelines in or along said right-of-way shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

6. This instrument states the entire agreement between the Grantor and the Grantee 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 Grantee.

7. This instrument shall inure to the benefit of, and be binding upon, the Grantor and Grantee and their respective heirs, successors and assigns.

8. Grantee, by acceptance of the easement rights granted herein, covenants and agrees to provide water service (both domestic and fire) to all portions of Grantor's Property lying adjacent to or contiguous with the real property subject to the foregoing easement without further cost or expense to Grantor (other than customary fees).

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantor has executed this instrument on the 15th day of July, 19 93.

Daniel Oak Mountain Limited Partnership

By: Daniel Realty Investment Corporation - Oak Mountain, Its General Partner

Name Michael D. Jall

By: Its Senior Vice President

Title

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Senior Vice President of Daniel Realty Investment Corporation - Oak Mountain, a corporation, *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, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. in its capacity as general partner as aforesaid.

Given under my hand and official seal, this 15th day of July, 1993.

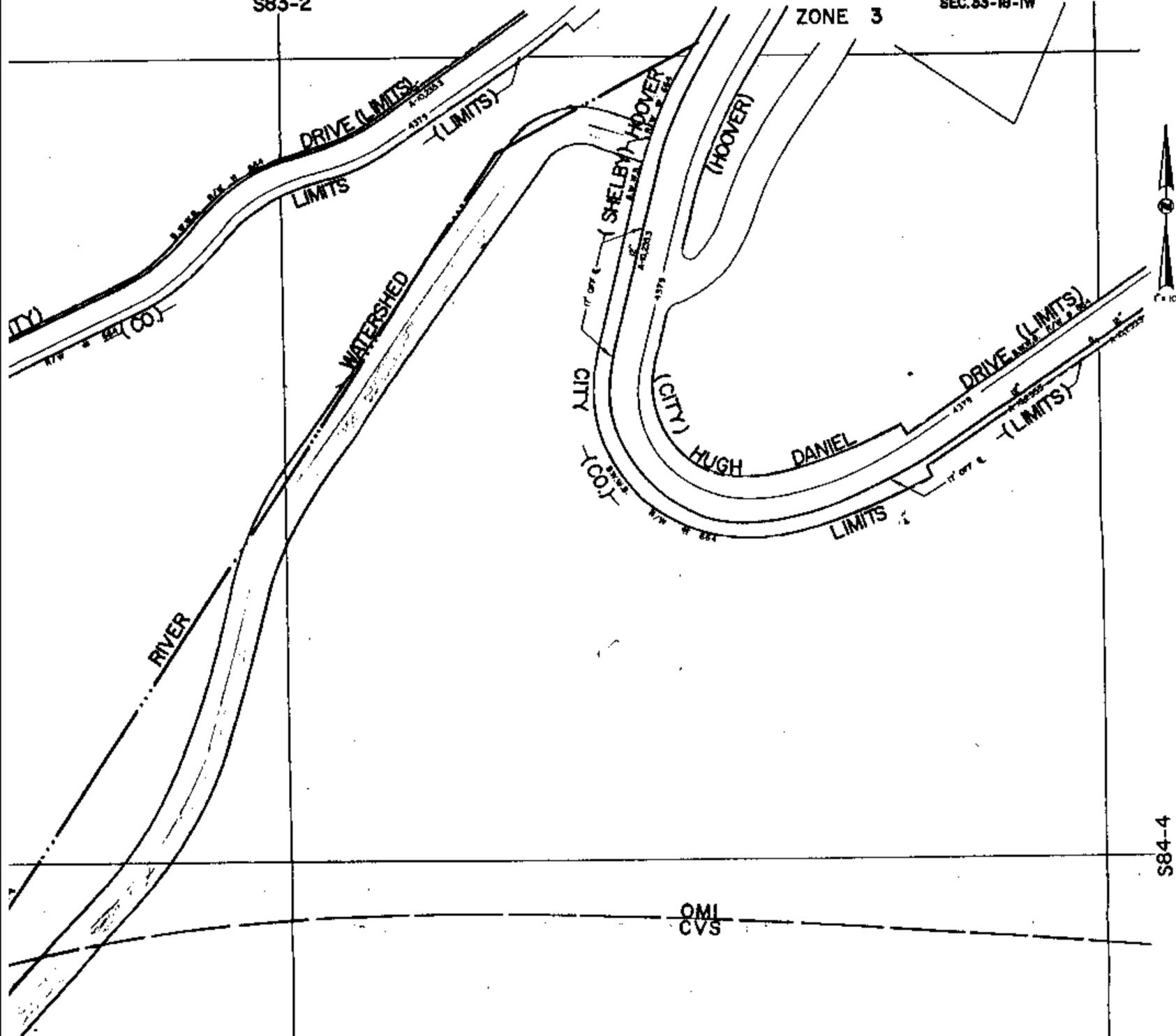
* as general partner of Daniel
Oak Mountain Limited Partnership

Mary P. Thornton
Notary Public

My Commission Expires: 5/24/95

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ZONE 3



S84-4

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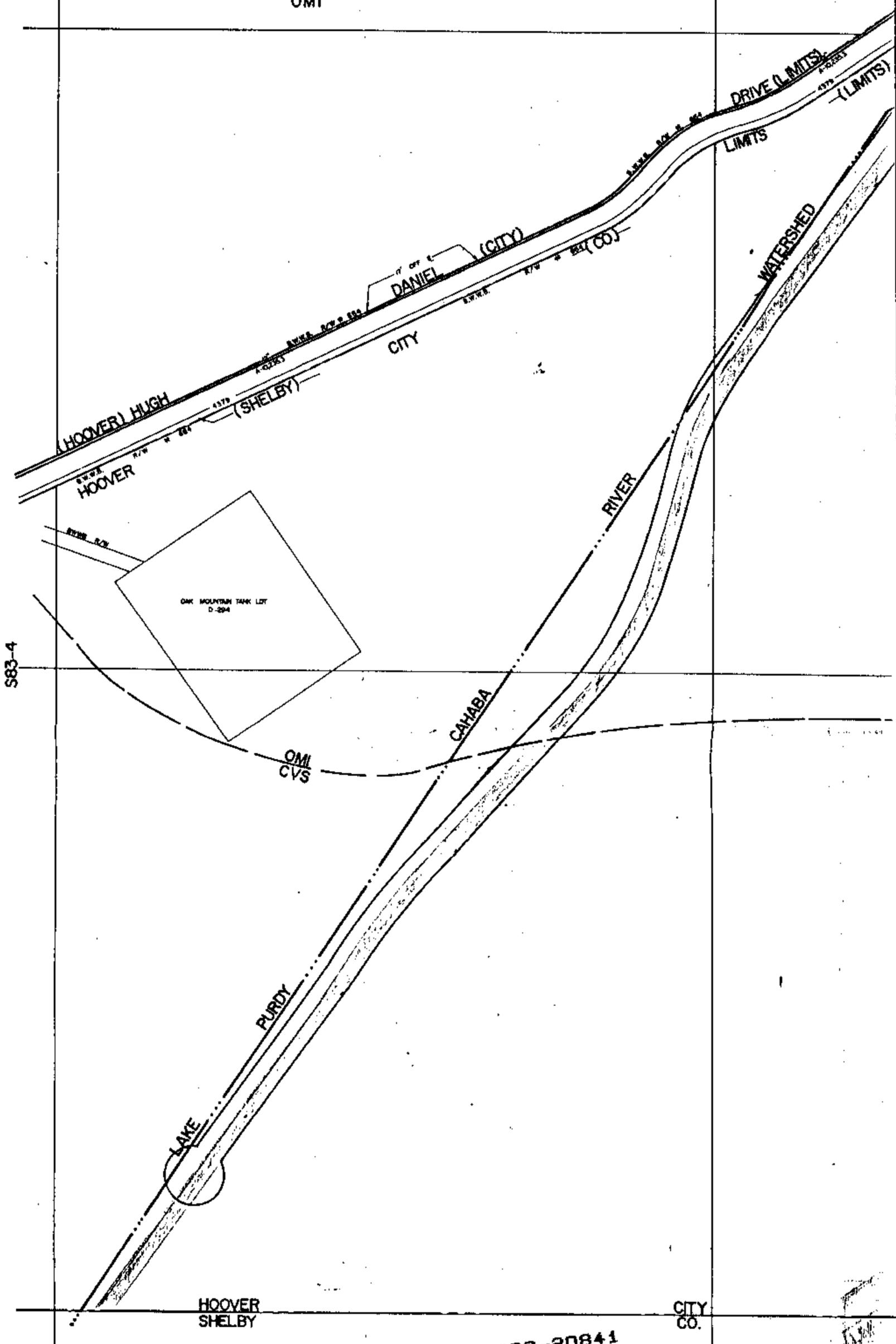
THE WATER WORKS BOARD
OF THE CITY OF BIRMINGHAM

REVISED
1-11-78

DRAWN BY: HSF
CHECKED BY: TTT
DATE: 11-22-77

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