

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 of Alabama, 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

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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 plat for the proposed Eleventh Sector, First Phase, 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 Eleventh Sector, First Phase, 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:

1. General and special taxes or assessments for 1995 and subsequent years not yet due and payable.

2. Declaration of Protective Covenants for the "Watershed Property" which provides, among other things, for an Association to assess and maintain the Watershed Maintenance Areas, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded in Real 194 page 54 in the Probate Office.

3. Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Brook Highland, as set out in instrument recorded in Real 194 page 254 in the Probate Office, along with Articles of Incorporation as recorded in Real 194 page 281, and ByLaws recorded in Real 194 page 287A in the Probate Office, along with Supplementary Instrument to be recorded in Instrument No. 1993-1877 in the Probate Office.

4. A Deed and Bill of Sale from AmSouth as Ancillary Trustee to the Water Works and Sewer Board of the City of Birmingham conveying the sanitary sewer trunkline, pipelines, force mains, gravity flow mains, etc. located under the surface of the subject land, as shown by instrument recorded in Real 194 page 43 in the Probate Office, along with an Easement for Sanitary Sewer Lines and Water Lines as set out in Real 194 page 1 in the Probate Office.

5. Drainage Agreement between AmSouth Bank, N.A., as Ancillary Trustee and Eddleman and Associates as set out in Real 125 page 238 in the Probate Office.

6. Restrictions, covenants and conditions as set out and contained within deeds conveyed to other parties as set out in Real 308 page 1, Real 220 page 339, Instrument No. 1992-14567 and Instrument No. 1993-32511 in the Probate Office.

7. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 32 Page 48 in the Probate Office.

8. Agreement for electrical services to NCNB/Brook Highland as set out in instrument recorded in Real 306 page 119 in the Probate Office.

9. Easements to Alabama Power Company as set out in Real 207 page 380 and Real 220 pages 521 and 532 in the Probate Office.

10. Restrictive covenants with regard to underground transmission installation by Alabama Power Company as recorded in Real 181 page 995 in the Probate Office.

11. Reciprocal easement agreement as set out in Real 125 page 249 and Real 199 page 18 in the Probate Office.

12. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 112 pages 132 and 133 in Probate Office.

13. Brook Highland Common Property Declaration of Covenants, Conditions and Restrictions recorded in Real 307 page 950 in Probate Office.

14. Sewer line easement to D & D Water Renovates, Inc. recorded in Real 107 page 976 in Probate Office.

15. Emergency Vehicle Easement and Eagle Ridge, Ltd. recorded in Real 107 page 965 in Probate Office.

(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 abandon-

ment 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 Grantors 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 of Alabama, as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio, and Eddleman Properties, Inc. have each caused this Instrument to be executed by its duly authorized corporate officer, on this 19th day of December, 1994.

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

ATTEST:

Linda S. Lehe
Its Asst Vice President
and Trust Officer

By: [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 President & Trust Officer of AmSouth Bank of Alabama, a state banking corporation, 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 state banking corporation acting in its capacity as Ancillary Trustee as aforesaid.

Given under my hand and official seal this the 19th day of December, 1994.

AFFIX SEAL

Deri Benefield
Notary Public
My commission expires: 4/2/97

This instrument prepared by:

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

December 15, 1994

A parcel of land to be known as Brook Highland 11th Sector 1st Phase situated in Sections 30 and 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 1028 in Brook Highland 10th Sector 2nd Phase as recorded in Map Book 18, on Page 36 A & B, in the Office of the Judge of Probate, Shelby County, Alabama, thence run in a Southeasterly direction along the Southwest line of said Lot 1028 and, also along the Southwest line of Lot 1029 in said Brook Highland 10th Sector 2nd Phase, for a distance of 273.79 feet to the Northwest corner of Lot 1030 in said Brook Highland 10th Sector 2nd Phase; thence turn an angle to the right of 8 degrees 16 minutes 45 seconds and run in a Southeasterly direction along the Southwest line of said Lot 1030 for a distance of 245.00 feet to a point on the Northwest right-of-way of Brook Highland Parkway as recorded in Map Book 12, on Pages 71 and 72, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 89 degrees 59 minutes 12 seconds and run in a Southwesterly direction along the Northwest line of said Brook Highland Parkway for a distance of 1,013.12 feet to a point on a curve to the left having a central angle of 5 degrees 37 minutes 53 seconds and a radius of 813.94 feet; thence run in a Southwesterly direction along the arc of said curve and, also along the Northwest line of said Brook Highland Parkway, for a distance of 80.00 feet to a point; thence turn an angle to the right of 52 degrees 09 minutes 37 seconds from the chord of last stated curve and run in a Northwesterly direction for a distance of 937.81 feet to a point on the East line of Eagle Ridge Apartments as recorded in Deed Book 67, on Page 967, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 89 degrees 51 minutes 59 seconds and run in a Northeasterly direction along the East line of said Eagle Ridge Apartments for a distance of 500.84 feet to an iron pin found at the Northeast corner of said Eagle Ridge Apartments; thence turn an angle to the right of 71 degrees 06 minutes 38 seconds and run in a Northeasterly direction for a distance of 22.48 feet to a point; thence turn an angle to the left of 75 degrees 45 minutes 05 seconds and run in a Northeasterly direction for a distance of 476.38 feet to a point; thence turn an angle to the right of 88 degrees 41 minutes 54 seconds and run in a Southeasterly direction for a distance of 328.24 feet to a point; thence turn an angle to the right of 10 degrees 28 minutes 19 seconds and run in a Southeasterly direction for a distance of 401.87 feet to a point; thence turn an angle to the left of 25 degrees 03 minutes 25 seconds and run in a Northeasterly direction for a distance of 141.85 feet to a point; thence turn an angle to the left of 28 degrees 41 minutes 00 seconds and run in a Northeasterly direction for a distance of 119.92 feet to a point; thence turn an angle to the right of 18 degrees 10 minutes 00 seconds and run in a Northeasterly direction for a distance of 63.15 feet to a point; thence turn an angle to the left of 18 degrees 10 minutes 00 seconds and run in a Northeasterly direction for a distance of 160.69 feet to the Northwest corner of Lot 1027 in said Brook Highland 10th Sector 2nd Phase; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Southeasterly direction along the Southwest line of said Lot 1027 for a distance of 150.00 feet to the Southwest corner of said Lot 1027; thence turn an angle to the right of 9 degrees 27 minutes 44 seconds and run in a Southeasterly direction crossing Somerset Lane in said Brook Highland 10th Sector 2nd Phase for a distance of 60.83 feet to the point of beginning. Said Brook Highland 11th Sector 1st Phase containing 32.64 acres, more or less.

Kenneth H. Weygand, Reg. Engr. - L.S. #11768

EXHIBIT A

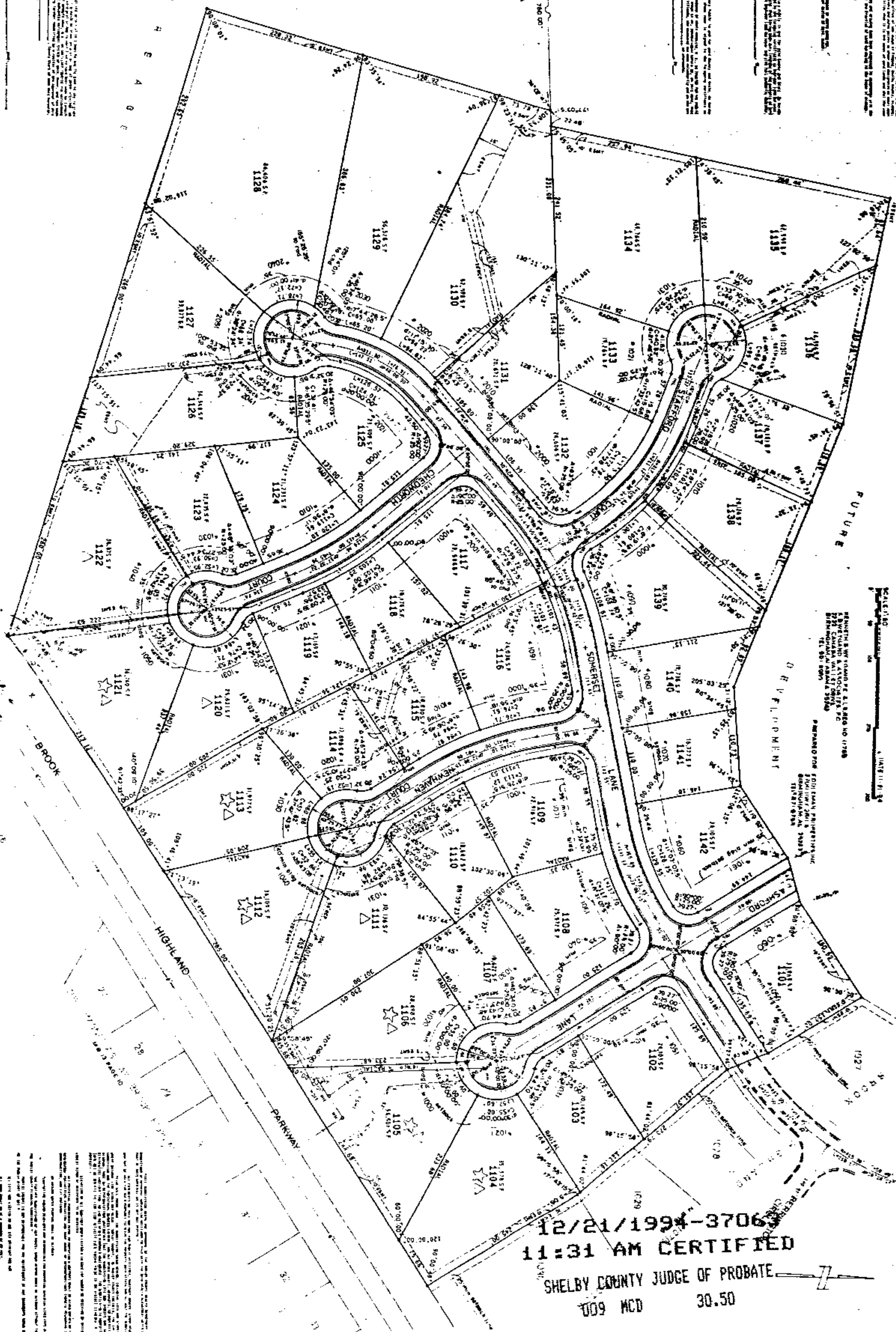
PRELIMINARY MAP

MENASHI B WY VILANO P E L, REG NO 1780
K BYE VLAND A 490 CRAFTS, PC
2231 CANADA WALL ST DOWNS
BIRMINGHAM, ALABAMA 35244
TEL 661 8095

PARTIAL OF

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EXHIBIT B

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