

EASEMENT FOR SANITARY SEWER LINES AND WATER LINES

In consideration of ten dollars (\$10.00) and other valuable consideration paid to **Eddleman Properties, Inc., an Alabama Corporation, The Ridge at Meadow Brook, Inc., an Alabama Corporation, and Meadow Brook Baptist Church**, (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 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 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:

An easement twenty (20) feet in width along the east property line of Lot 20, according to the Survey of the Ridge at Meadowbrook, First Sector, as recorded in Map Book 14, Page 41, in the Probate Office of Shelby County, Alabama, lying within an existing Alabama Power Company easement as recorded in Book 48, Page 880, in said Probate Office; thence run in a westerly direction approximately One Hundred Sixty Feet (160) within an existing thirty (30) foot Alabama Power Company easement which runs across the Meadow Brook Church Site Subdivision as recorded in Map Book 8, Page 127, as recorded in the Probate Office of Shelby County, Alabama, running to the edge of Lot 110, according to the Survey of Meadow Brook Highlands, an Eddleman Community, as recorded in Map Book 14, Page 21

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 1995-19661

07/25/1995-19661
02:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00

A & B, in the Probate Office of Shelby County, Alabama; thence an easement twenty (20) feet in width along the rear lot line of Lots 110, 111 and 112, according to the Survey of Meadow Brook Highlands, an Eddleman Community, as recorded in Map Book 14, page 21 A & B, in the Probate Office 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 year ending September 30, 1994.**
- B. Building set back lines as shown by recorded plat.**
- C. Public easements as shown by recorded plat.**
- D. Agreement concerning Electric Service to Meadow Brook as recorded in Misc. Book 48, Page 880, in said Probate Office.**
- E. Title to all minerals within all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed 48, Page 427 and Deed 32, Page 48, in said Probate Office.**
- E. All other restrictions, rights of way, easements or limitations of record.**

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, fence 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, **Eddleman Properties, Inc., an Alabama Corporation, The Ridge at Meadow Brook, Inc., an Alabama Corporation, and Meadow Brook Baptist Church**, have caused this Instrument to be executed by its duly authorized corporate officer, on this 15th day of June, 1994.

Eddleman Properties, Inc., an Alabama Corporation

ATTEST:

BY: 
Douglas D. Eddleman
Its President

STATE OF ALABAMA
JEFFERSON COUNTY

I, Clayton T. Sweeney, a Notary Public in and for said County, in said State, hereby certify that Douglas D. Eddleman, whose name as President of Eddleman Properties, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 15th day of June, 1994.


NOTARY PUBLIC

My Commission Expires: 5-29-95

The Ridge at MeadowBrook, Inc.

ATTEST:



BY: 

Its

PRESIDENT

STATE OF ALABAMA
JEFFERSON COUNTY

I, FRANCES DIANE RICHARDSON, a Notary Public in and for said County, in said State, hereby certify that JAMES H. JOHNSON, whose name as PRESIDENT of The Ridge at MeadowBrook, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 15th day of June, 1994.


NOTARY PUBLIC

My Commission Expires: 3-10-97

Meadow Brook Baptist Church

9/30/94

ATTEST:

Karen M. Winter
3400 Mary Taylor Rd
B'ham AL 35235

BY: Roger D. Burton

ROGER D. BURTON, Chairman
Its Board of Trustees

ATTEST:

BY: _____

Its

STATE OF ALABAMA
JEFFERSON COUNTY

I, Linda Pike, a Notary Public in and for said County, in said State, hereby certify that Roger D. Burton and _____, whose name(s) as Chairman and Bd. of Trustees of Meadow Brook Baptist Church, a corporation, is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 30th day of September, 1994.

Linda Pike
NOTARY PUBLIC
My Commission Expires: 5-27-98

Inst # 1995-19661

07/25/1995-19661
02:34 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00