

STATE OF ALABAMA)  
COUNTY OF SHELBY)

EASEMENT FOR INGRESS AND EGRESS

This easement made and entered into this the 30<sup>th</sup> day of September, 1997, by and between HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama Limited Partnership (hereinafter referred to as Grantor) and THE WATER WORKS and SEWER BOARD of the CITY OF BIRMINGHAM, an Alabama Public Corporation (hereinafter referred to as Grantee):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby acknowledge, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and non-exclusive easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, over, across, upon, on and through, the following described land, situated in Shelby County, Alabama:

A non-exclusive easement for ingress and egress situated in the SW1/4 of the SE1/4 of Section 8, Township 19 South, Range 1 West, and also situated in Lots 161 and 162, Highland Lakes, 1st Sector, as recorded in Map Book 18, Page 37 A, B, C, D, E, F, and G, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of said Lot 161, also being the Northwest corner of said Lot 162; thence run in a northeasterly direction along the Northwest line of said Lot 161 for a distance of 12.50 feet to a point; thence turn an angle to the right of 88 deg. 40 min. 45 sec. and run in a southeasterly direction for a distance of 50.68 feet to a point; thence turn an angle to the left of 10 deg. 03 min. 03 sec. and run in a Southeasterly direction for a distance of 172.75 feet to a point; thence turn an angle to the left of 46 deg. 51 min. 21 sec. and run in a northeasterly direction for a distance of 100.68 feet to a point on the Southwest right-of-way line of Swan Lake Circle in said Highland Lakes, 1st Sector, also being on a curve to the left having a central angle of 26 deg. 33 min. 45 sec. and a radius of 55.00 feet; thence turn an angle to the right of 10 deg. 28 min. 05 sec. to the radius of said curve and run in a southeasterly direction along the arc of said curve and also along said Southwest right-of-way line for a distance of 25.50 feet to a point; thence turn an angle to the right of 92 deg. 56 min. 53 sec. from the chord of last stated curve and run in a southwesterly direction for a distance of 117.50 feet to a point; thence turn an angle to the right of 47 deg. 15 min. 38 sec. and run in a northwesterly direction for a distance of

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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191.02 feet to a point; thence turn an angle to the right of 13 deg. 27 min. 54 sec. and run in a northwesterly direction for a distance of 45.00 feet to a point on the Northwest line of said Lot 162; thence turn an angle to the right of 85 deg. 09 min. 32 sec. and run in a northeasterly direction along the Northwest line of said Lot 162 for a distance of 12.50 feet to the point of beginning.

Further, there shall be a right of way for ingress and egress over, across, upon, on, and through the premises at any and all times for the purpose of accessing Grantee's, sanitary sewer trunklines, pipelines, force mains gravity flow mains, sewer laterals, lift stations, pumping stations, and related appurtenances, appliances, fixtures and equipment (Hereinafter collectively called "Pipelines"), in order to construct, install, maintain, operate, renew, repair, changing the size of, relocating, removing and/or replacing said Pipelines on the property lying West of Lots 161, and 162 and adjacent to Swan Lake; and for doing anything, necessary, useful or convenient for the enjoyment and use of the easement herein granted; and said easement shall be used as a right of way for ingress and egress by said Grantee, its successors and assigns, going to and from the area lying West of Lots 161 and 162 and adjacent to Swan Lake where said Pipelines are or shall be located; 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:

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 any easements and restrictions of record, and subject to a non-exclusive easement granted to the Highland Lakes Residential Association, Inc. to use the same easement for ingress and egress to reach the Park located West of Lots 161 and 162 and adjacent to Swan Lake, and subject to a joint driveway agreement granted to the subsequent owners of Lots 161 and 162, both documents to be filed of record in the Probate Office 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 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 for itself, its successors and assigns, 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.

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IN WITNESS WHEREOF, HIGHLAND LAKES DEVELOPMENT, LTD., by its General Partner, Eddleman Properties, Inc., by its President, Douglas D. Eddleman, has caused this easement to be executed this the 30<sup>th</sup> day of September, 1997.

HIGHLAND LAKES DEVELOPMENT, LTD.  
an Alabama Limited Partnership,  
by its General Partner,  
Eddleman Properties, Inc.,  
an Alabama Corporation

BY:   
Douglas D. Eddleman  
Its President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, 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., an Alabama Corporation, as General Partner of HIGHLAND LAKES DEVELOPMENT, LTD., an Alabama Limited Partnership, 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 above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Corporation acting in its capacity as general partner of said Limited Partnership.

30<sup>th</sup> Given under my hand and official seal of office this the  
day of September, 1997.

  
Notary Public

My Commission Expires: 5/29/99

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