

STATE OF ALABAMA }

COUNTY OF SHELBY }

EASEMENT FOR SANITARY SEWER LINES AND WATER LINES

In consideration of ten dollars (\$10.00) and other valuable consideration paid to Highland Lakes Development, Ltd., an Alabama limited partnership, (herein collectively 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 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,

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CLAYTON I. SWEENEY, ATTORNEY AT LAW

/s/ Mr. W. J. EASEMENT.161

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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 and made a part hereof

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.

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 Grantors and the Board and their respective successors and assigns.

8. This instrument is given to locate the actual sewer lines designated as being the approximate location for sewer lines on that certain record plat recorded in Map Book 18, Page

37 A, B, C, D, E, F & G, in the Probate Office of Shelby County, Alabama.

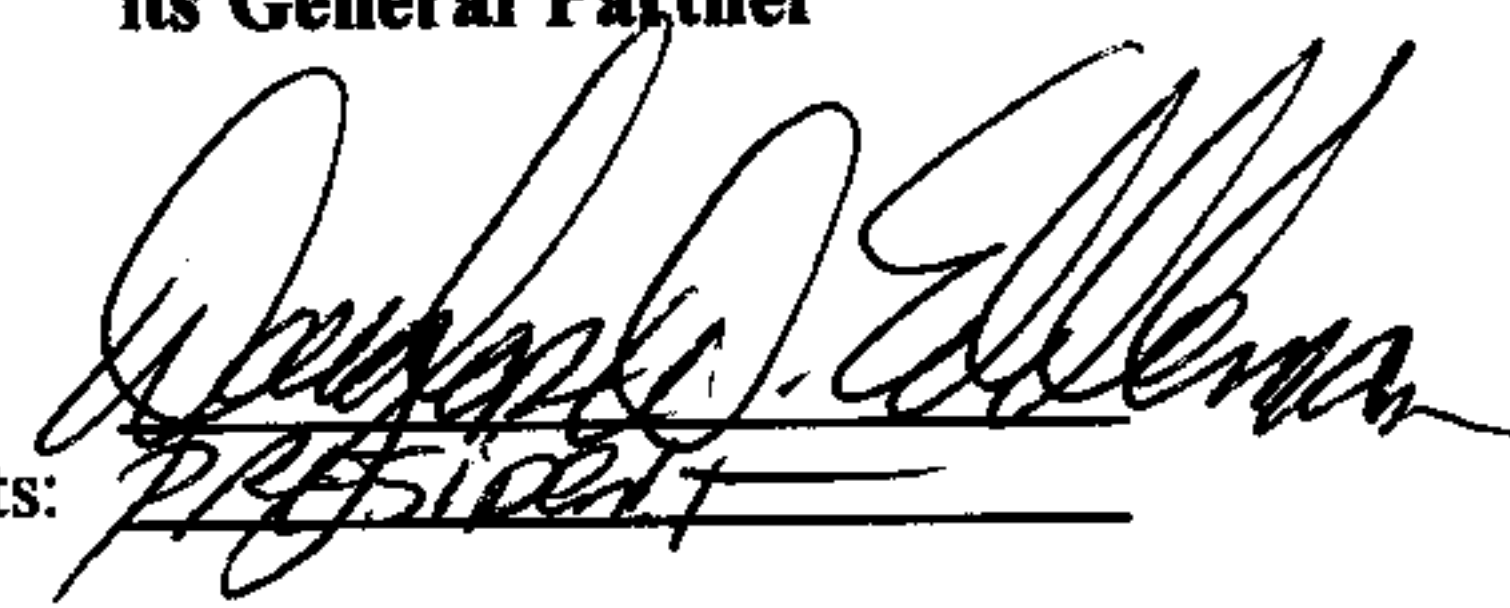
To have and to hold unto the Board, its successors and assigns forever.

IN WITNESS WHEREOF, Highland Lakes Development, Ltd. has caused this Instrument to be executed by its duly authorized corporate officer, on this 30th day of September, 1997.

**Highland Lakes Development, Ltd.
an Alabama Limited Partnership
by: Eddleman Properties, Inc.
its General Partner**

ATTEST:

By: _____
Its: _____

By: 
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, which is the General Partner of Highland Lakes Development, Ltd., an Alabama Limited Partnership, is signed to the foregoing Easement, and who is know 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 Corporation acting in its capacity as general partner of said limited partnership.

Given under my hand and official seal this the 30th day of September, 1997.



Notary Public

My commission expires: 5-25-99

This instrument prepared by:

Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 290E
Birmingham, AL 35223

EXHIBIT "A"

A utility easement for a sanitary sewer force main situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, Township 18 South, Range 1 West, Shelby County, Alabama, and also situated in Lots 161 through 163 Highland Lakes 1st Sector as recorded in Map Book 18, on Page 37 C, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows: . . .

Commence at the Southwest corner of said Lot 163, thence run in a easterly direction along the South line of said Lot 163 and also along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 18.26 feet to the point of beginning; thence continue along last stated course for a distance of 22.52 feet to a point; thence turn an angle to the left of $90^{\circ}05'47''$ and run in a northwesterly direction for a distance of 80.00 feet to a point; thence turn an angle to the left of $15^{\circ}29'11''$ and run in a northwesterly direction for a distance of 52.27 feet to a point; thence turn an angle to the left of $32^{\circ}56'51''$ and run in a northwesterly direction for a distance of 72.87 feet to a point; thence turn an angle to the right of $22^{\circ}30'14''$ and run in a northwesterly direction for a distance of 108.08 feet to a point; thence turn an angle to the left of $53^{\circ}39'55''$ and run in a northwesterly direction for a distance of 149.44 feet to a point; thence turn an angle to the right of $10^{\circ}03'03''$ and run in a northwesterly direction for a distance of 50.68 feet to a point on the Northwest line of said Lot 161; thence turn an angle to the left of $88^{\circ}40'45''$ and run in a southwesterly direction along the Northwest line of said Lot 161 for a distance of 12.50 feet to the Southwest corner of said Lot 161; thence turn an angle to the left of $2^{\circ}12'29''$ and run in a southwesterly direction along the Northwest line of said Lot 162 for a distance of 12.50 feet to a point; thence turn an angle to the left of $85^{\circ}09'32''$ and run in a southeasterly direction for a distance of 45.00 feet to a point; thence turn an angle to the left of $13^{\circ}27'54''$ and run in a southeasterly direction for a distance of 134.30 feet to a point; thence turn an angle to the right of $44^{\circ}49'21''$ and run in a southeasterly direction for a distance of 114.79 feet to a point; thence turn an angle to the left of $17^{\circ}51'41''$ and run in a southeasterly direction for a distance of 63.33 feet to a point; thence turn an angle to the right of $47^{\circ}43'09''$ and run in a southeasterly direction for a distance of 119.64 feet to the point of beginning.

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