

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 Eddleman Properties, Inc., an Alabama corporation, and Brook Highland Homeowners Association, Inc., an Alabama non-profit corporation (hereinafter 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, to the extent necessary to

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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 designated or shown as streets or easements on the plat for the Eleventh Sector, Second Phase of Brook Highland, as recorded in Map Book 22, pages 36A and 36B in the Probate Office of Shelby County, Alabama, a copy of which is attached hereto as Exhibit A.

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

1. This easement is hereby granted pursuant to the reservation under Section 3.03 of the Declaration of Protective Covenants of Brook Highland, a Residential Subdivision (the "Declaration"), as recorded in Real 194, page 254 in said Probate Office of Shelby County, Alabama, as the same was amended to subject to the Declaration the property included in Eleventh Sector, Second Phase, of Brook Highland by the instrument recorded as Instrument No. 1997-06062 in said office. The grant of this easement is subject to said Declaration, as so amended, and subject to any other easements and restrictions of record.

2. 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.

3. 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.

4. The Grantor reserves for the Association and those members of the Association who are owners of the real estate subject to the easement the non-exclusive right to use said real estate for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board; provided that no 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 shall be constructed on the real estate subject to the easement.

5. 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.

6. 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, Grantor has caused this Instrument to be executed by its duly authorized corporate officer, on this 22 day of January, 1999.

**Eddleman Properties, Inc.,
an Alabama corporation**

ATTEST:

By: _____
Its: _____

By: *Douglas D. Eddleman*
Its: *PRESIDENT*

**Brook Highland Homeowners
Association, Inc.**

ATTEST:

By: _____
Its: _____

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, 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 corporation.

Given under my hand and official seal this the 22 day of January, 1999.

AFFIX SEAL

Peggy Hubbs Collins
Notary Public
My commission expires: *July 23, 1999*

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Edelman whose name as President of Brook Highland Homeowners Association, Inc., an Alabama non-profit corporation, 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 corporation.

Given under my hand and official seal this the 22 day of January, 1999.

AFFIX SEAL

Peggy Hubbard Collins
Notary Public

My commission expires: July 23, 1999

This instrument prepared by:

Jack P. Stephenson, Jr.
Burr & Forman LLP
SouthTrust Tower
420 N. 20th Street, Suite 3100
Birmingham, Alabama 35203

EXHIBIT A - MAP OF ELEVENTH SECTOR, SECOND PHASE

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