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STATE OF ALABAMA)
JEFFERSON COUNTY)

4358 PG 892

20021008000492920 Pg 1/13 47.00
Shelby Cnty Judge of Probate, AL
10/08/2002 14:52:00 FILED/CERTIFIED

172-153

In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to AmSouth Bank, N.A., as Ancillary Trustee for NationsBank of North Carolina, N.A., as Trustee for the Public Employees Retirement System of Ohio (hereinafter called Grantor, whether one or more), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey unto 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 Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way for a water line being 30 feet wide situated in the northwest quarter of section 31 and the south one-half of section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a concrete monument locally accepted to be the southwest corner of the southeast quarter of the southwest quarter of said Section 30 and thence run east along the south line of said quarter-quarter section for a distance of 582.82 feet to the point of beginning; thence continue along the last stated course for a distance of 167.89 feet to an iron pin found; thence turn an angle to the right of 105° - 58' - 05" and run in a southwesterly direction for a distance of 1,630.67 feet to an iron pin found; thence turn an angle to the left of 50° - 32' - 49" and run in a southeasterly direction for a distance of 38.85 feet to a point; thence turn an angle to the left of 129° - 27' - 11" and run in a northeasterly direction for a distance of 1,695.15 feet to a point; thence turn an angle to the left of 105° - 58' - 05" and run in a westerly direction for a distance of 169.29 feet to a point; thence turn an angle to the right of 103° - 58' - 53" and run in a northeasterly direction for a distance of 331.14 feet to a point on a curve to the left having a central angle of 8° - 54' - 33" and a radius of 962.56 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 149.67 feet to a point on a reverse curve to the right having a central angle of 24° - 27' - 11" and a radius of 245.00 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 104.56 feet to a point; thence run tangent to last stated curve for a distance of 301.30 feet to a point on a curve to the left having a central angle of 10° - 56' - 11" and a radius of 1,123.72 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 214.49 feet to a point; thence run tangent to last state curve in a northeasterly direction for a distance of 222.42 feet to a point;

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Birmingham Water Works P.O. Box 830110 Bham, AL 35283-0110

thence turn an angle to the right of $75^{\circ} - 37' - 09''$ and run in an easterly direction for a distance of 484.29 feet to a point; thence turn an angle to the left of $90^{\circ} - 34' - 37''$ and run in a northerly direction for a distance of 861.21 feet to a point; thence turn an angle to the left of $90^{\circ} - 00' - 00''$ and run in a westerly direction for a distance of 30.00 feet to an iron pin found; thence turn an angle to the left of $90^{\circ} - 00' - 00''$ and run in a southerly direction for a distance of 830.90 feet to an iron pin found; then turn an angle to the right of $90^{\circ} - 34' - 27''$ and run in a westerly direction for a distance of 477.27 feet to a point; thence turn an angle to the left of $75^{\circ} - 37' - 09''$ and run in a southwesterly direction for a distance of 245.70 feet to a point on a curve to the right having a central angle of $10^{\circ} - 56' - 11''$ and a radius of 1,093.72 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 208.76 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 301.30 feet to a point on a curve to the left having a central angle of $24^{\circ} - 27' - 10''$ and a radius of 275.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 117.37 feet to a point on a reverse curve to the right having a central angle of $8^{\circ} - 54' - 33''$ and a radius of 932.56 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 145.01 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 369.52 feet to the point of beginning.

hereto and made a part hereof, in said real estate under the terms of this instrument, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Grantee to be necessary or useful in connection with 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 said right-of-way and real estate and over any property which is owned by the Grantor and is adjacent to said 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 said right-of-way, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantor and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the right-of-way for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines within such right-of-way and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, which the Grantee deems to be necessary or useful in connection with the Pipelines.

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

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances and that it has a good right to grant to the Grantee the right-of-way granted hereby and that it will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee or which are of public record.

2. The Grantor retains ownership of said property and reserves the right to use said real estate for any purpose and in a manner which will not unreasonable endanger or interfere with the Pipelines or the use or

enjoyment of the rights and estates granted to the Grantee by this instrument. The Grantor further agrees not to construct, cause to be constructed, or permit to be constructed, on said right-of-way any lake or pond or any building or structure of any kind which would prevent ready access to the Pipelines for any of the purposes hereinabove set forth, except that the Grantor may erect a fence, provided that such fence has a gate and that the Grantee shall be given a key to the lock if the gate is locked.

3. The Grantee agrees that the water pipeline or pipelines placed within said right-of-way shall be buried so that the top thereof shall be not less than thirty inches (30") below the surface of the ground, and further agrees that following the construction, repair, relocation or removal of any such pipeline, Grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

4. The Grantee shall have the right to lease, sell, assign, transfer and/or convey to others, in whole or in part, and to encumber, in whole or in part, the right-of-way, easement, estate, interests, rights and privileges granted to it by this instrument. The Grantee agrees that should the Grantor at any time following the installation of a water main, convey a road right-of-way to the governing body, along said right of way, the right-of-way granted herein shall expire and cease to exist and become a part of the governing body's public right-of-way.

5. No delay of the Grantee in establishing the location of the right-of-way hereby conveyed, or in the use of any other right or easement hereby granted or in laying or installing the Pipelines in or along said right-of-way shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

6. This instrument states the entire agreement between the Grantor and the Grantee 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 Grantee.

7. This instrument shall inure to the benefit of, and be binding upon, the Grantor and Grantee and their respective heirs, successors and assigns.

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

In witness whereof, the Grantor has executed this instrument on the

15th day of September, 1992

AMSOUTH BANK, N.A., AS ANCILLARY
TRUSTEE FOR NATIONSBANK OF NORTH
CAROLINA, N.A., AS TRUSTEE FOR THE
PUBLIC EMPLOYEES RETIREMENT SYSTEM
OF OHIO

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1992 SEP 10 AM 9:50

RECORDED & INDEXED, TAX
\$ 3.00. LATE FEE HAS BEEN
PG. ON THIS INSTRUMENT

John R. Bestwick
JUDGE OF PROBATE

Name

Title

John R. Bestwick
Vice President & Trust Officer

STATE OF ALABAMA)
Jefferson COUNTY)

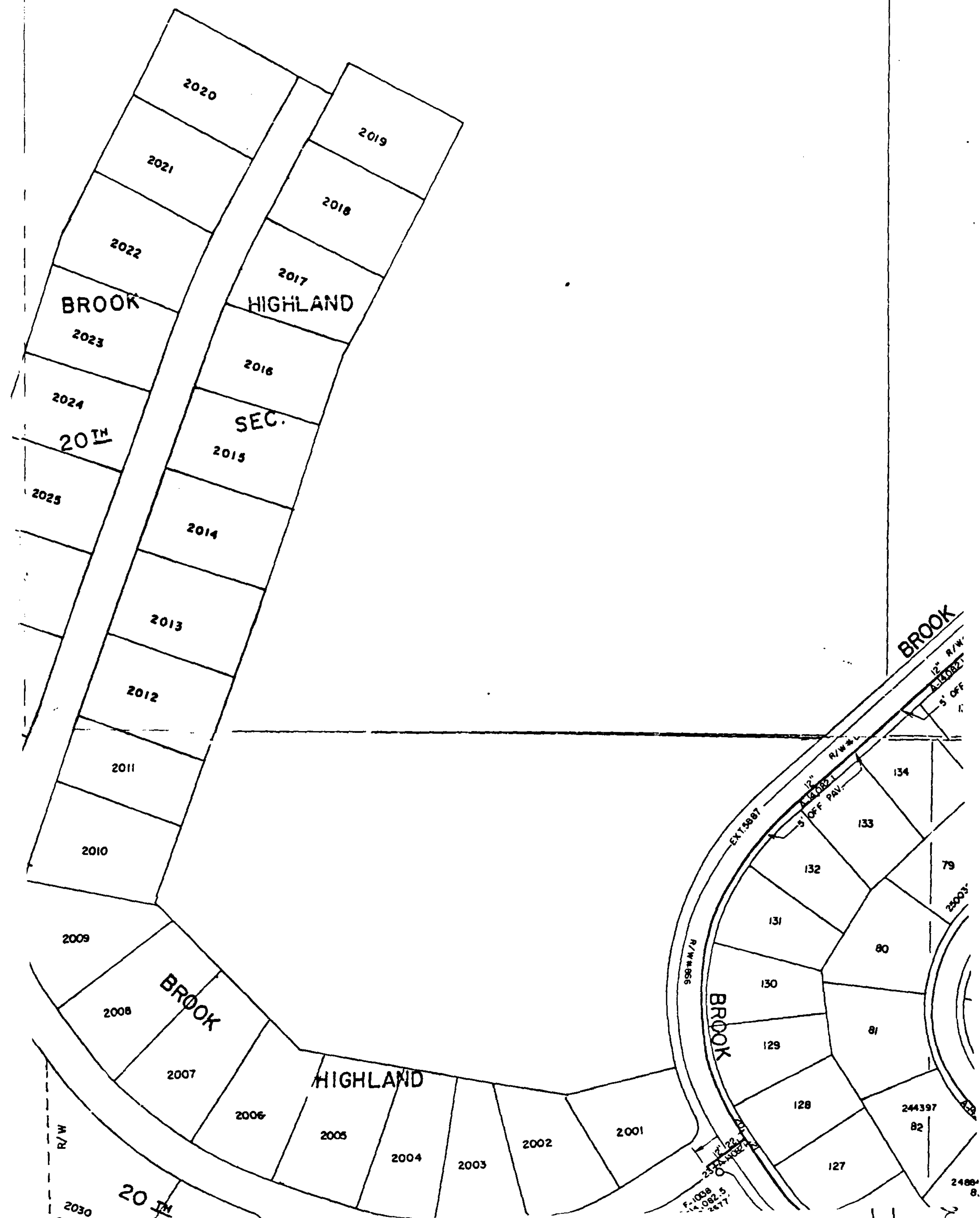
I, the undersigned authority, in and for said County in said State, hereby certify that John R. Bestwick, whose name as Vice President & Trust Officer of Amsouth Bank N.A., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 15th day of September, 1992.

Notary Public

My Commission Expires:

Kathy Kallen
2/11/94



1992 SEI

2027

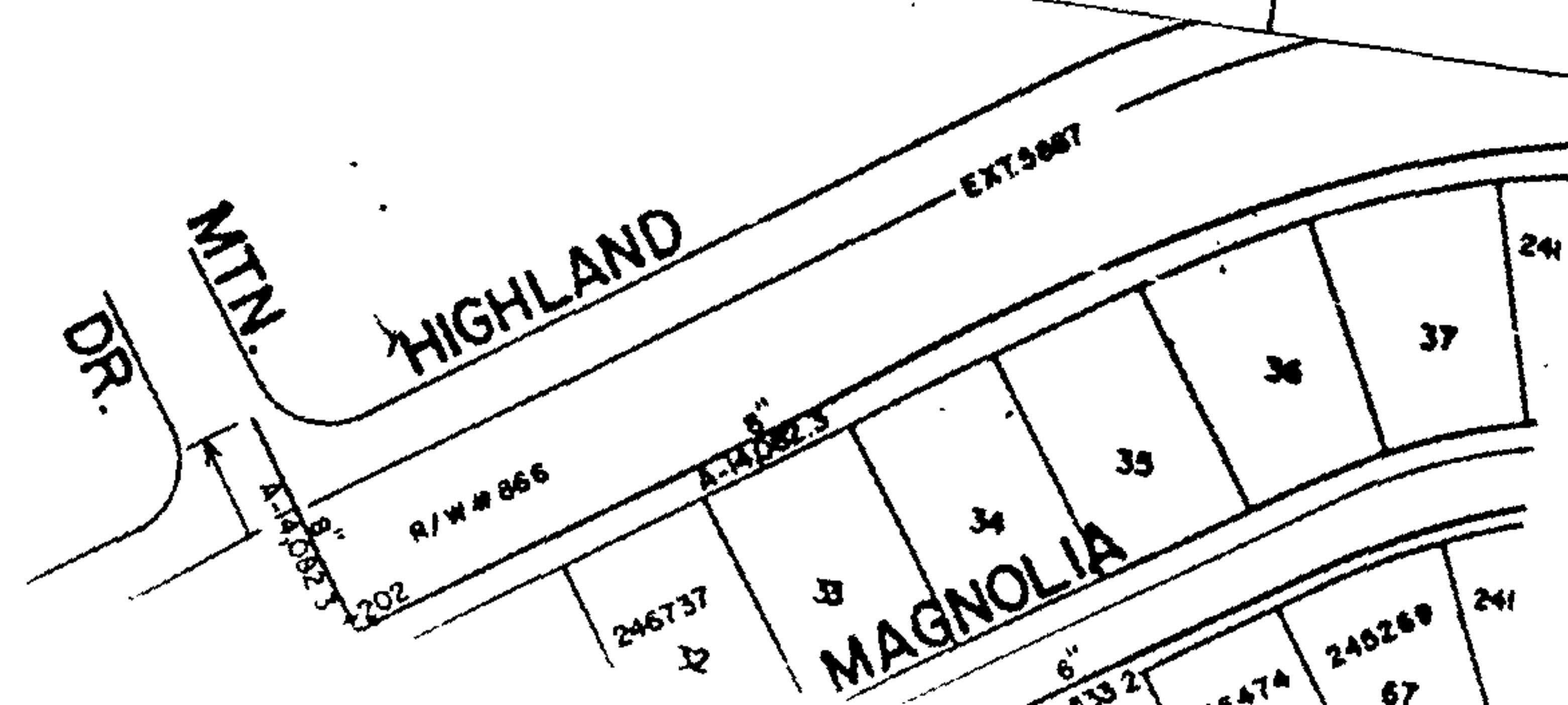
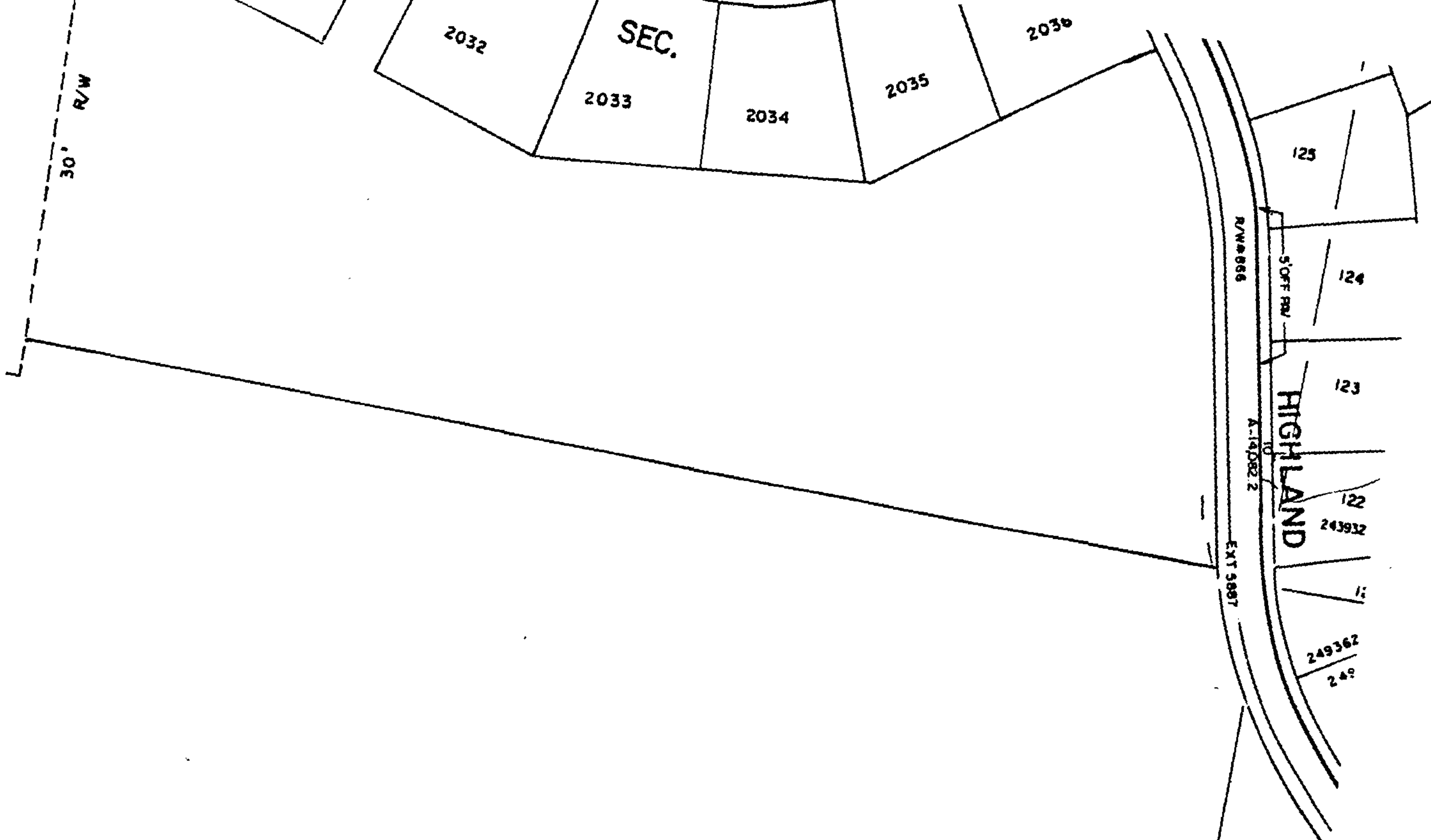
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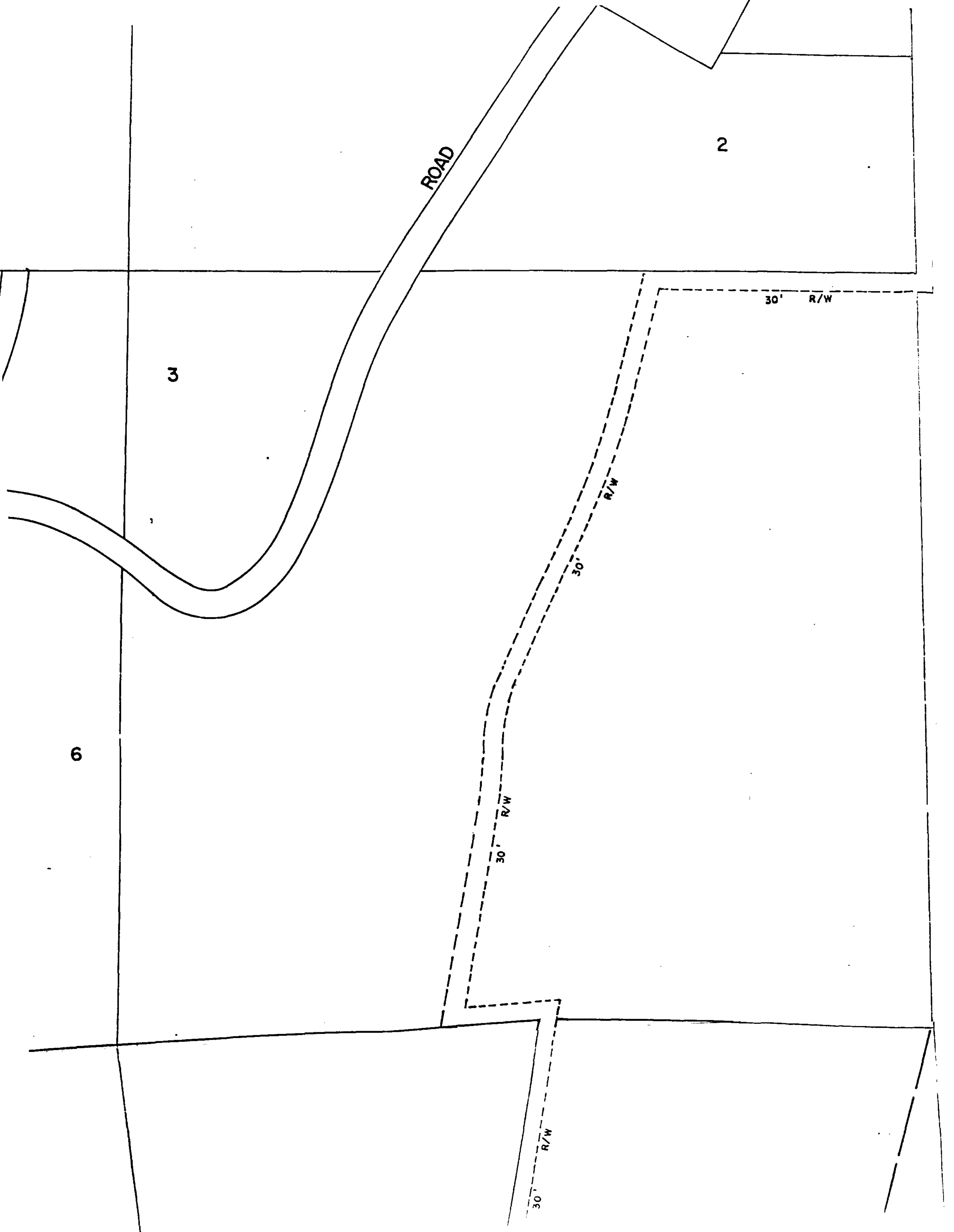
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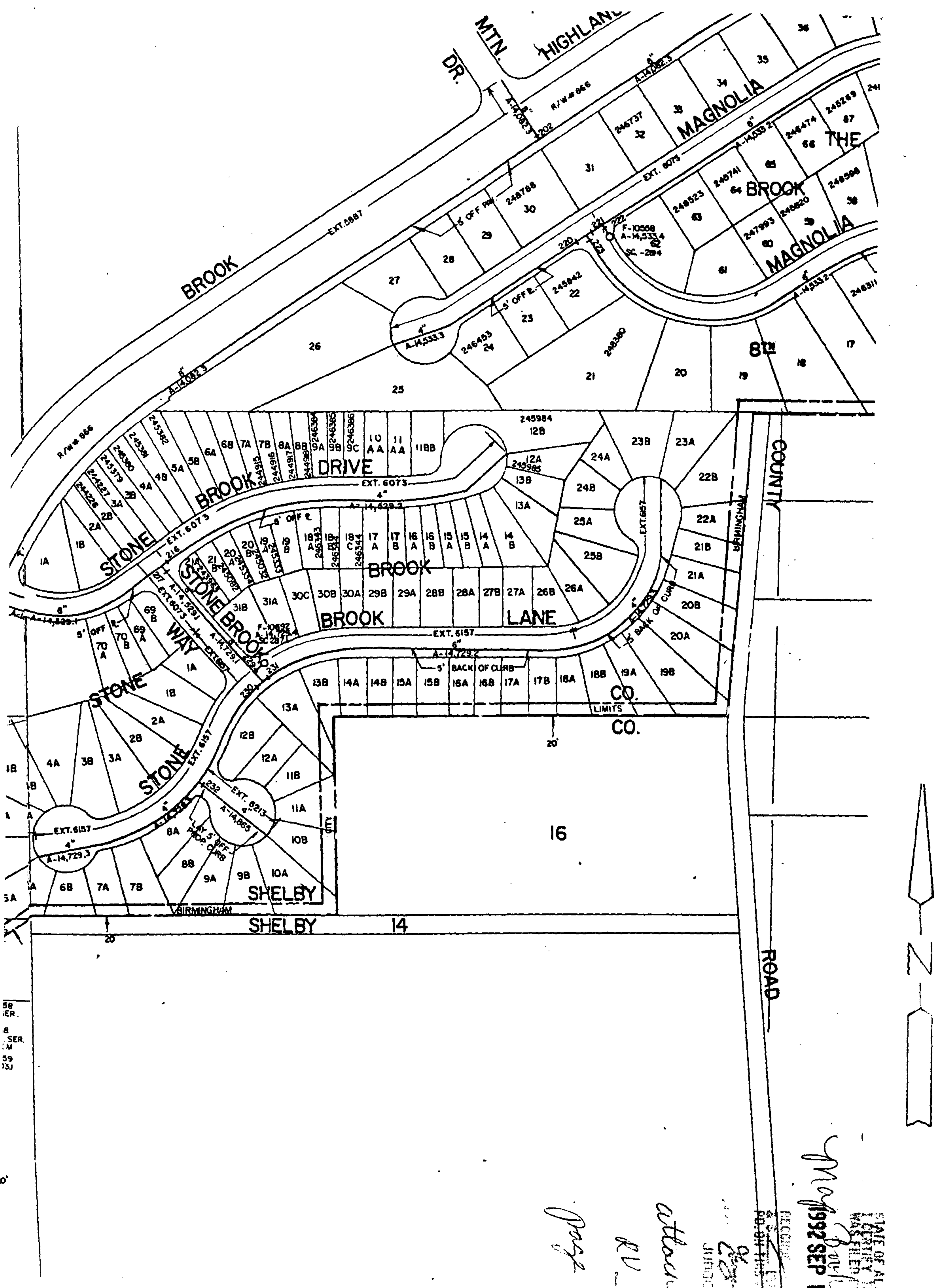
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2.02

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133

page
RV
attache
JUN 10

STATE OF ALA.
COUNTY OF MAG
1992 SEP 11
MAG

EAGLE RIDGE
APARTMENTS

OMS
CVS

PARKWAY

HIGHLAND

MEADOWS

RIDGE

(EAGLE) RUN

232871

231293
8" FIRE SER.
H-1808
SC 2589
4" DOM. SER.
H-1809.18.2

F-9449
A-13,442.4
SC 2494
K-303.2
R-4185
A-HW1

R/W #866
K-342

A-130823

EXT 5827

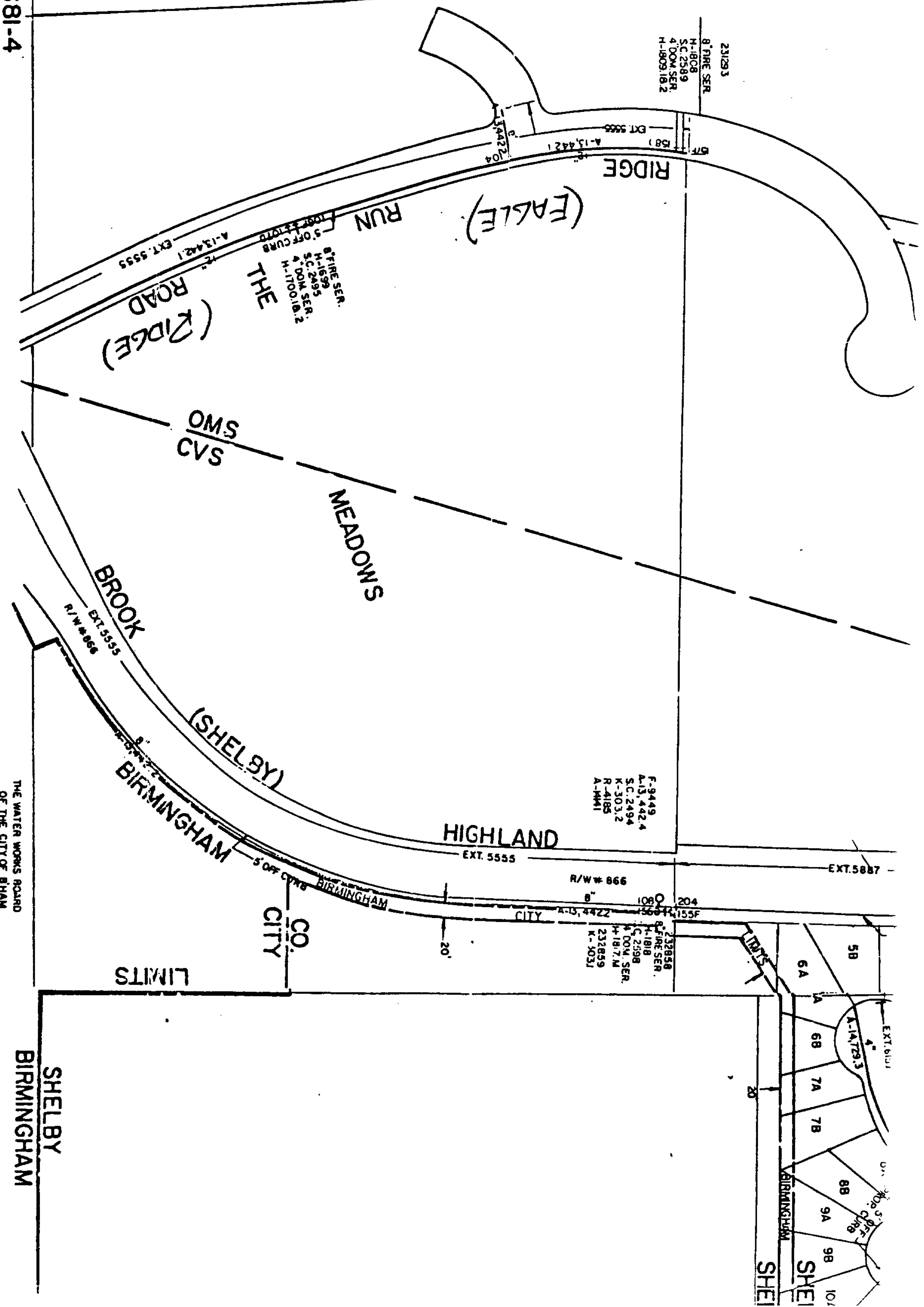
R/W #866

232858
8" FIRE SER.
H-1818
SC 2598
4" DOM. SER.
H-1817.18.2
232859
K-303.2

CITY

20'

581-4



D.P. # 5-79-4 & 5-81-1
V.M. # 111 & 520
SEC: 30-18-1W & 31-18-1W
SCALE: 1" = 200'



STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

Map Book 172 page 53
1992 SEP 10 AM 9:50
#495

RECORDED & INDEXED TAX
& DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT

George R. Byrd
JUDGE OF PROBATE

attached to

RV 4358

page 892

ROAD

S81-3

RIVER WATER
LIMITS

LIMITS

CO. LAKE, RIVER, CREEK

CITY

SHELBY

BIRMINGHAM

LIMITS

CO. CITY

BIRMINGHAM

(SHELBY)

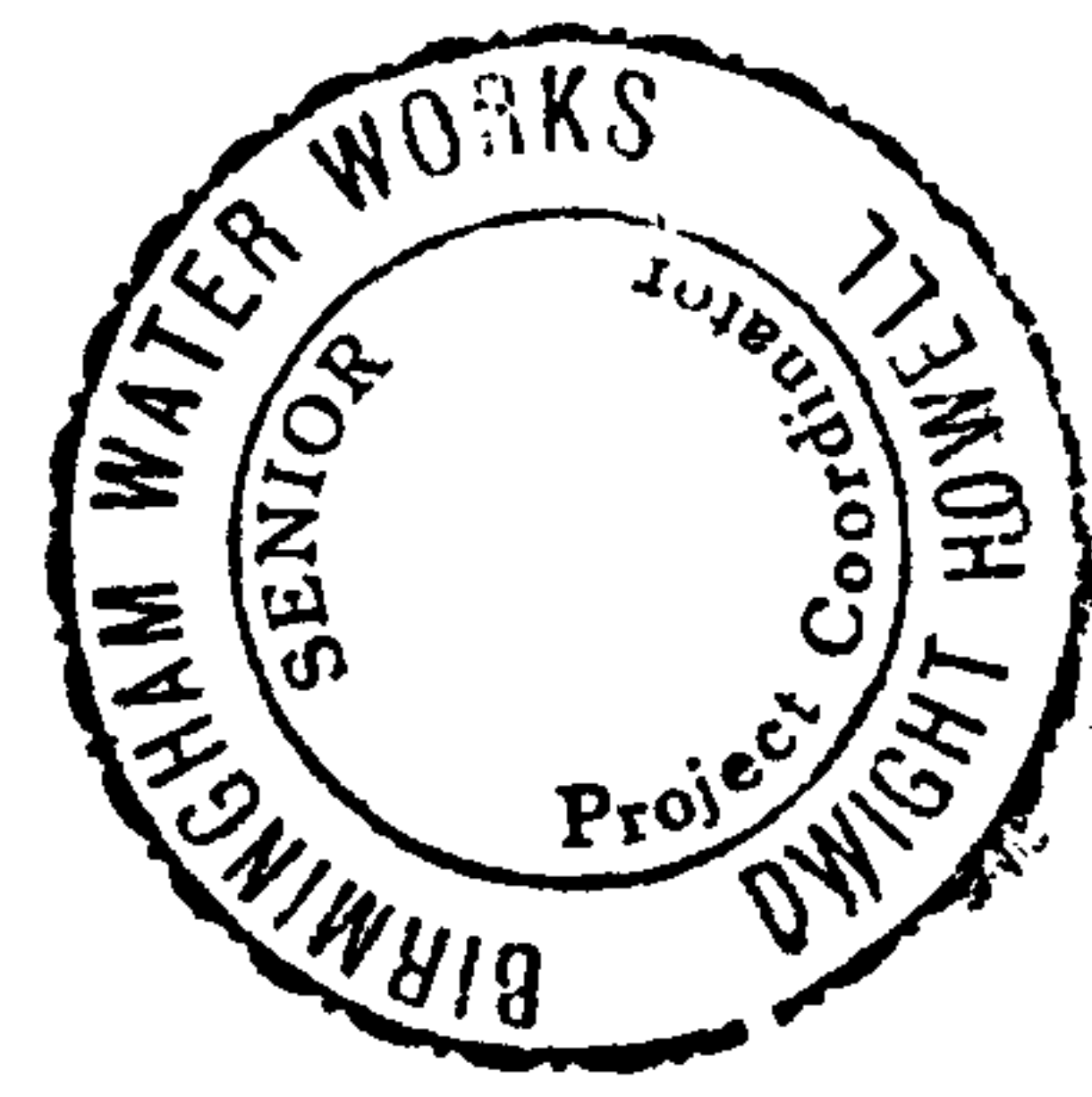
THE WATER WORKS ROAD
OF THE CITY OF BHAM

D.P. # 3-79-4 & S-81-1

V.M. # 111 & 520

SEC: 30-18-1W & 31-18-1W

SCALE: 1" = 200'



F-9449
A-13, 442.4
S.C. 2494
K-303.2
R-4185
A-441

232858
FIRE SER.
A-1818
C-2598
W. DOM. SER.
H-1817 M
232859
K-303J

EXT 5555
R/W # 666

EXT 5555
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