

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 Distinctive Builders, Inc., an Alabama corporation, and Luke M. Leonard and Melissa P. Leonard, (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 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 force main 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:

A 20' Easement running along the center line of the following two lots as shown on the recorded map:

Lot 2816, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543, and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, recorded as Instrument #20041109000615190, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

****Note: Lot 2816 is owned by Luke M. Leonard and Melissa P. Leonard.***

ALSO:

Lot 2817, according to the Survey of Highland Lakes, 28th Sector, an Eddleman Community, as recorded in Map Book 34, Page 30, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

CLAYTON T. SWEENEY, ATTORNEY AT LAW

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument #1996-17543, and further amended in Instrument #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 28th Sector, recorded as Instrument #20041109000615190, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

****Note: Lot 2817 is owned by Distinctive Builders, Inc..***

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) As to Lot 2816, a mortgage to MERS as nominee for Coats & Co., Inc. from Luke M. Leonard and spouse, Melissa P. Leonard, executed February 28, 2006 and recorded March 3, 2006 in Instrument No. 20060303000100950 in the Probate Court of Shelby County, Alabama.
 - B) As to Lot 2816, a mortgage to Compass Bank from Luke M. Leonard and Melissa P. Leonard, executed February 28, 2006 and recorded March 3, 2006 in Instrument No. 20060303000100960 in the Probate Court of Shelby County, Alabama.
 - C) As to Lot 2817, a construction mortgage to Frontier Bank from Distinctive Builders, Inc., an Alabama corporation, executed November 23, 2005 and recorded December 9, 2005 in Instrument No. 20051209000637660 in the Probate Court 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 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, said Grantor has hereunto set its hands and seals this 30 day of May, 2006.

Distinctive Builders, Inc.

By: Jeffrey M. Brown
Jeffrey M. Brown,

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jeffrey M. Brown whose name as President of Distinctive Builders, Inc., 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 foregoing 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 of office this 30 day of May, 2006.

Notary Public

My commission expires: 6-5-2007



20060509000218130 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
05/09/2006 12:37:00PM FILED/CERT

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals this 3rd
day of May, 2006.

Luke M. Leonard

Melissa P. Leonard

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Luke M. Leonard and Melissa P. Leonard, whose names are signed to the foregoing conveyance and who are known to me, that, being informed of the contents of the foregoing conveyance, they executed the same voluntarily and their act on the day the same bears date.

Given under my hand and official seal of office this 3rd day of May, 2006.

Notary Public

My commission expires: 6-5-2007

The undersigned Purchasers of Lot 2817 hereby consent to Distinctive Builders, Inc. placing the foregoing easement on the property prior to the recording of the deed.

Dale L. Garrard
Dale L. Garrard

Rita Garrard
Rita Garrard

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Dale L. Garrard and Rita Garrard, whose names are signed to the foregoing conveyance and who are known to me, that, being informed of the contents of the foregoing conveyance, they executed the same voluntarily and their act on the day the same bears date.

Given under my hand and official seal of office this 3rd day of May, 2006.

[Signature]
Notary Public
My commission expires: 6-5-2008