

699

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid, the receipt whereof is hereby acknowledged, HARBAR HOMES, INC. (hereinafter called GRANTORS) do hereby grant, bargain, sell and convey unto THE WATER WORKS 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 fifteen feet (15') in width in the Southwest quarter of the Northwest quarter of Section 25, Township 19 South, Range 3 West in Shelby County, Alabama for the purposes at such times and from time to time in the future as GRANTEE may elect, of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing, and/or replacing at will, one or more pipelines and appurtenances for the transportation and sale of water. The said right-of-way is as shown in red on the map hereto attached and made a part hereof, and the center line thereof is more particularly described and located as follows, to-wit:

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Northwest corner of said Quarter-Quarter section, run in an easterly direction along the North line of said Quarter-Quarter section for a distance of 698.04 feet; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 34.00 feet to the point of beginning; thence continue along last mentioned course for a distance of 106.00 feet to the point of ending.

From the Northwest corner of said Quarter-Quarter section, run in an Easterly direction along the North line of said Quarter-Quarter section for a distance of 698.04 feet; thence turn an angle to the right of 90° and run in a southerly direction for a distance of 88.00 feet to the point of beginning; thence turn an angle to the left 90° and run east 22.00 feet to the point of ending.

From the Northwest corner of said Quarter-Quarter section, run in an easterly direction along the North line of said Quarter-Quarter section for a distance of 770.04 feet; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 88.00 feet to the point of beginning; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 150.31 feet; thence turn an angle to the right of 47° 02' 05" and run in a Southeasterly direction for a distance of 230.79 feet to the point of ending.

From the Northwest corner of said Quarter-Quarter section, run in an easterly direction along the North line of said Quarter-Quarter section for a distance of 652.04 feet; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 212.00 feet to the point of beginning; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 241.69 feet; thence turn an angle to the right of 47° 02' 05" and run in a Southeasterly direction for a distance of 158.85 feet to the point of ending.

From the Northwest corner of said Quarter-Quarter section, run in an easterly direction along the North line of said Quarter-Quarter section for a distance of 652.04; thence turn an angle to the right of 90° and run in a Southerly direction for a distance of 212.00 feet; thence turn an angle to the left of 90° and run in an easterly direction for a distance of 46.00 feet to the point of beginning; thence turn an angle to the left 90° and run in a Northerly direction 22.00 feet to the point of ending.

Said right-of-way being seven and one-half feet (7½') either side of the described center lines.

BOOK 336 PAGE 203

Together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting same to, the free right of ingress and egress over and across the said right-of-way together with the right from time to time in connection with the enjoyment of the privileges herein conveyed to cut and keep clear trees and other obstructions of said right-of-way to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed.

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

1. GRANTORS do hereby covenant with the GRANTEE that they are lawfully seized in fee simple of the said premises, that they are free from all encumbrances and that they have a good right to sell and convey the same as aforesaid and that they will warrant and defend the same to the GRANTEE forever against the lawful claims of all persons.

2. The GRANTORS reserve the right to use the plot of land over which the said right-of-way is granted for any purpose which will not unreasonably endanger or interfere with installation, operation and maintenance of the said pipeline hereinabove described. The GRANTORS further agree not to construct, cause to be constructed or permit to be constructed on said right-of-way any building or structure of any kind which would prevent ready access to the pipelines and appurtenances of GRANTEE for any of the purposes hereinabove set forth.

3. GRANTEE agrees that any pipeline 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. Should the GRANTEE at any time for a period of as much as twelve (12) successive months following the initial installation of a pipeline, cease to use the right-of-way herein granted for the purpose or purposes herein named, the rights and privileges herein conveyed shall cease and be at an end.

5. This instrument shall inure to the benefit of and be binding upon the GRANTORS and GRANTEE and their respective successors and assigns in title to the right-of-way hereby conveyed.

IN WITNESS WHEREOF said GRANTORS have caused these presents to be executed in duplicate this the 27th day of October, 1981.

ATTEST:

HARBAR HOMES, INC.

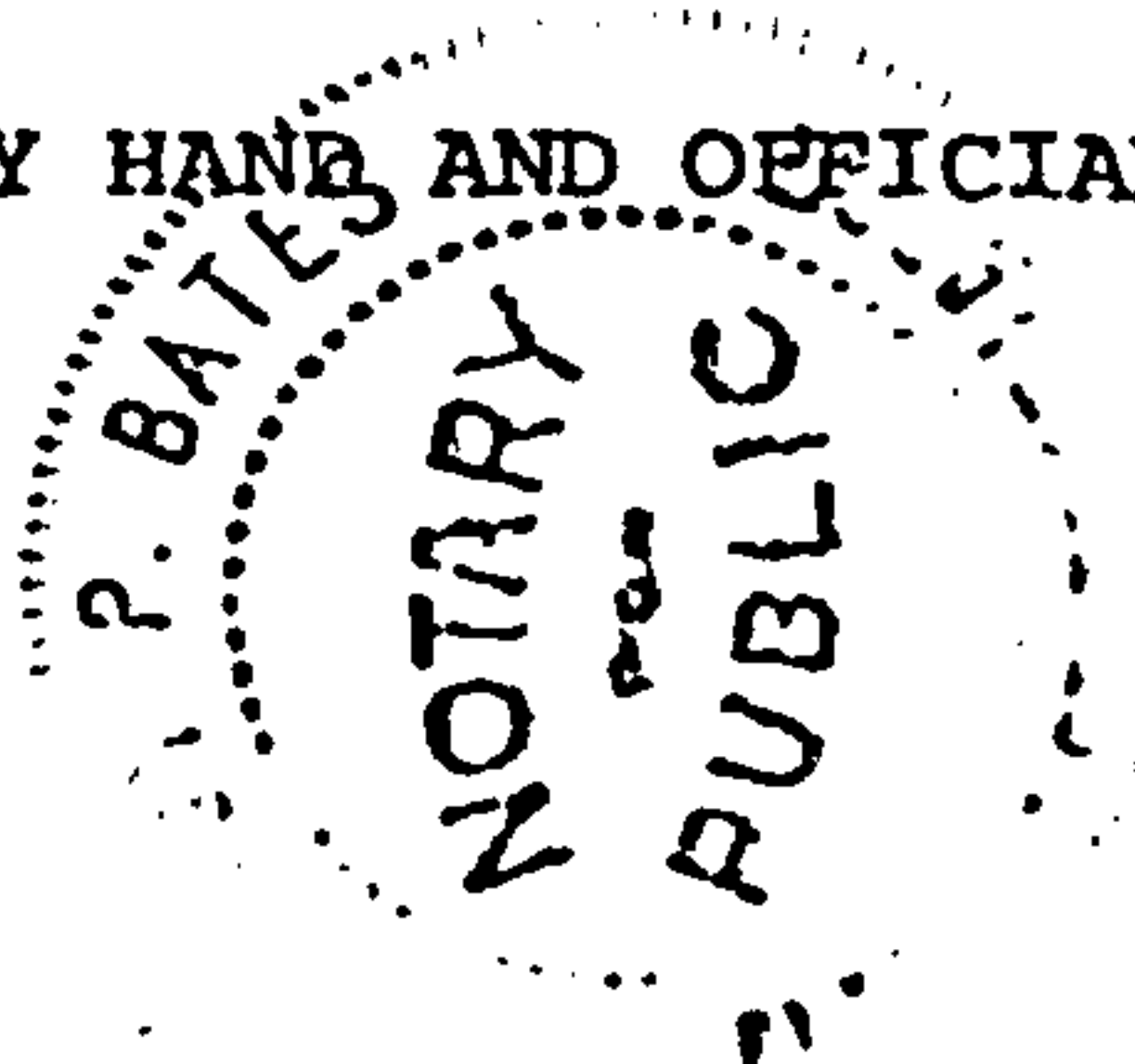
Ernest W. Cloyd

Denny Barron
Signature
V. P.
Title

STATE OF ALABAMA)
SHELBY COUNTY)

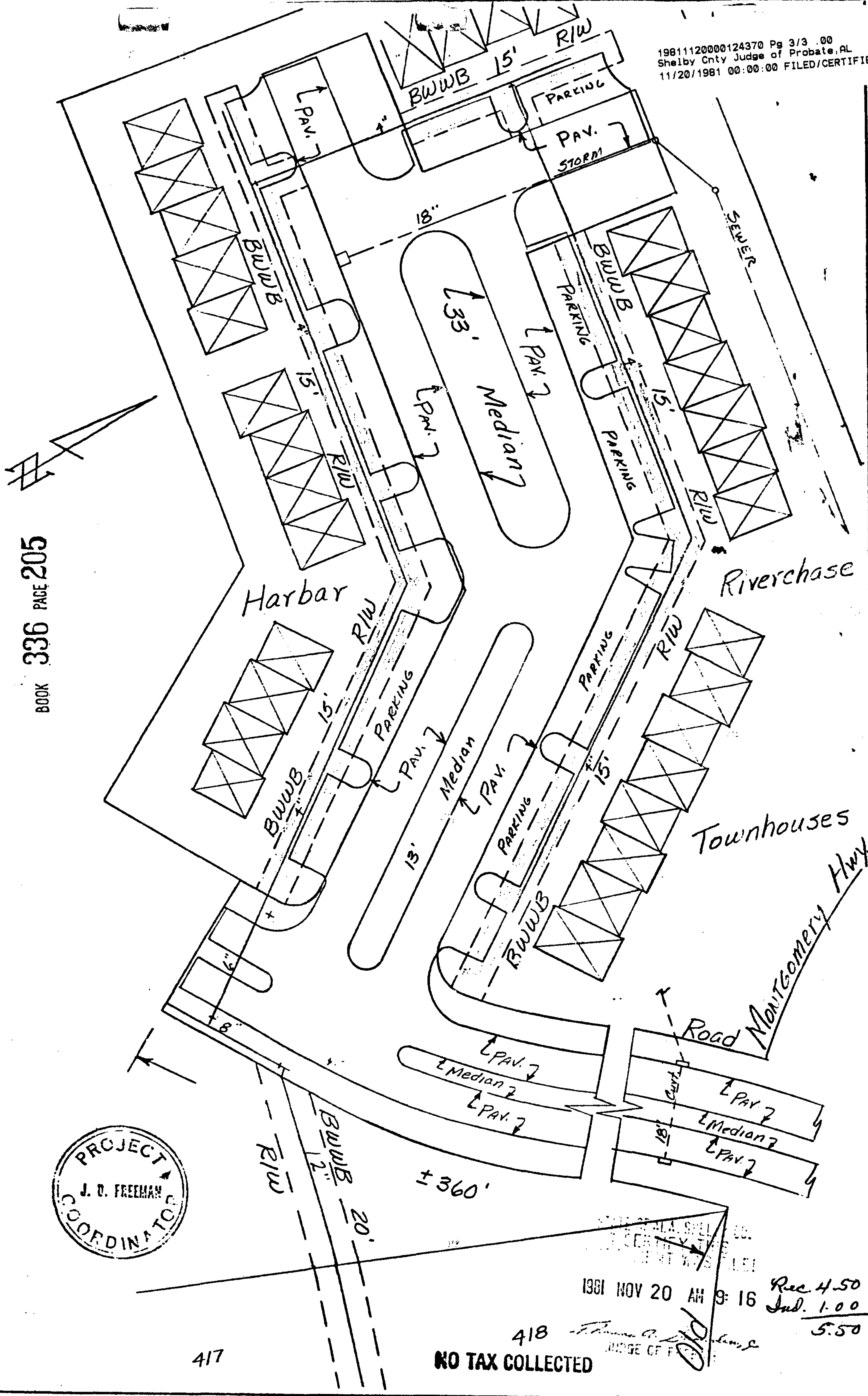
I, Peggy Bate, a Notary Public in and for said County in said State, hereby certify that Denny Barron, whose name, as Vice President of Harbar Homes, an Inc. Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 27 day of October, 1981.



Peggy Bate
Notary Public

BOOK 336 PAGE 205



PROJECT
J. D. FREEMAN
COORDINATOR

1981 NOV 20 AM 9:16
J. D. Freeman
JUDGE OF PROBATE

NO TAX COLLECTED

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM *abm*