

RIGHT OF WAY

STATE OF ALABAMA)
SHELBY COUNTY)

For and in consideration of the sum of One (\$1.00) Dollar in hand paid The Birmingham Water Works Company, a corporation, does hereby grant to D. Edward Wilson, his successors and assigns, the right insofar as it has the power to do so, to construct, operate and maintain a private roadway in connection with a coal mine, and to be used only for purposes in connection therewith, said roadway to be over and across the following described land in Shelby County, Alabama:

A strip of land ten (10') feet in width, at the approximate location of an existing wagon road, across the northwest corner of the south one-half of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, as shown on blue print attached and made a part hereof.

It is understood that The Birmingham Water Works Company has surfact rights ONLY as shown in deed from Jesse Wright and wife dated May 14th, 1913 and recorded in the office of the Probate Judge of Shelby County, Alabama in Volume 53, Page 61. The rights herein granted shall not be held superior to and are subject to those certain rights and interests owned by said Jesse Wright and wife and all persons and corporations claiming thereunder.

This grant is subject to the following additional terms, conditions and limitations:

- (1) If at any time the road build and maintained by the Grantee shall interfere in any way with the use of this property by the Grantor, then the Grantee shall, upon written notice from the Grantor, be required to change the location of same within one month thereafter, at the Grantee's own cost and expense.
- (2) The Grantee shall at his expense construct and maintain a gate (which may be left open) at each end of said road on the property of the Grantor and further shall erect and maintain signs at each gate reading as follows:
"PRIVATE ROAD, THE BIRMINGHAM WATER WORKS COMPANY".
- (3) This grant shall remain in effect for a period of one year from the date thereof and thereafter from month to month until thirty days from date of notice from the Grantor of the cancellation of this agreement.
- (4) The Grantee does hereby assume liability and does hereby agree to hold the Grantor harmless and free from all liability due to the use of the said property by the Grantee or his employees or others using said road.
- (5) The Grantee further hereby assumes all liability for any damage, suits, claims, attorney's fees, court costs, incurred or paid by or which may arise against the Grantor relating to the property of other parties. The Grantee further agrees to assume full responsibility to the owner of the mineral rights title for any claim or damage which such owner or owners may make occasioned by the construction, use or maintenance of said road.

IN WITNESS WHEREOF, The Birmingham Water Works Company has caused this instrument to be executed and its seal attached on this 15th day of October, 1934, as the Grantor herein; D. Edward Wilson, has caused this instrument to be executed on this 29th day of October, 1934, as an acceptance thereof and as his consent to perform and be bound by all of the terms and conditions contained herein.

(SEAL-B'HAM WATER WORKS)
ATTEST:
W. E. Dunbar, Secretary

THE BIRMINGHAM WATER WORKS COMPANY
D. M. Watt, President

ATTEST:
H. L. Berkstresser

D. Edward Wilson

STATE OF NEW YORK)
COUNTY OF NEW YORK)

I, P. E. ABERLI, a Notary Public in and for said County, in said State, hereby certify that D. M.

Watt whose name as President of The Birmingham Water Works Company, a 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 the instrument, 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 16th day of October, 1934.

P. E. Aberli, Notary Public

Notary Seal

Notary Public, Richmond County
Cert. filed N. Y. Co. Clerk's No. 86, Reg.
No. 6-A-44, Commission expires March 30, 1966

STATE OF ALABAMA)

COUNTY OF SHELBY)

For and in consideration of the purchase on this date by the assignees herein of the coal mine referred to in the foregoing contract of easement for right of way I, D. Edward Wilson do hereby transfer assign and set over to R. L. Fulmer, G. W. Fulmer and E. A. Fulmer all of the rights and obligations incident to said contract.

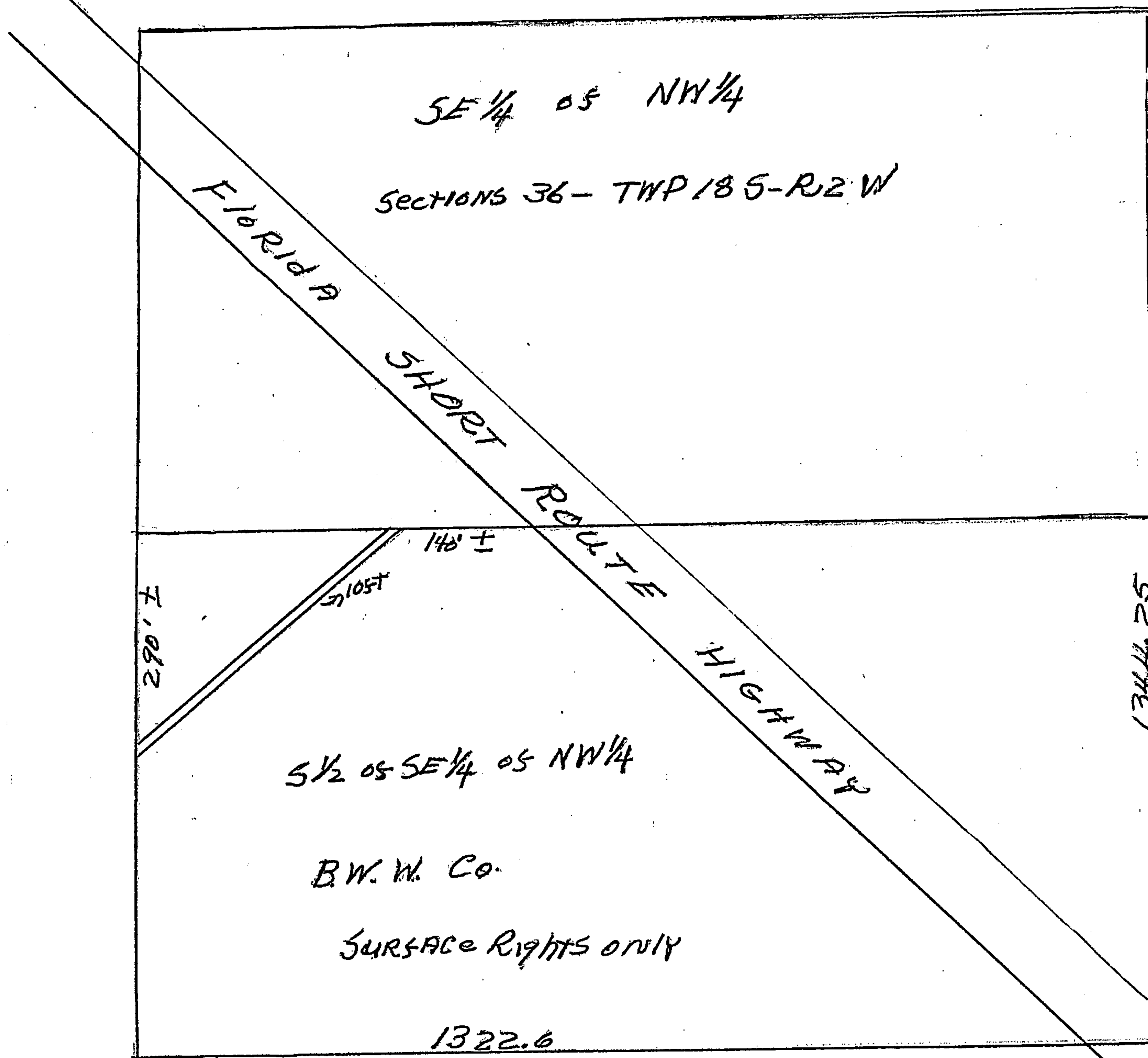
This 17 day of July, 1942.

WITNESSES:

D. Edward Wilson

Dan M. Gibson

B. J. Dryer



Filed for record in this office on the 11th day of September, 1942, at eleven o'clock A. M. and duly recorded in Deed Record Vol. 113, Pages 546-547.

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$.50 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE

L. C. Walker, Judge of Probate