

STATE OF ALABAMA }
SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

C. E. Hilyer and wife,

(hereinafter called "Grantor"), for and in consideration of Ten Dollars (\$10.00) cash in hand paid and other valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto The Industrial Development Board of the Town of Pelham and The Industrial Development Board of the Town of Alabaster (hereinafter called "Grantees"), their successors and assigns (including, without limitation, lessees of the Grantees), the following easement and right of way situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 23, all in Township 20 South, Range 3 West, Shelby County, Alabama:

An easement and right of way over, along and through an existing ditch along the easterly right of way of the Atlantic Coast Line Railroad Company to, and then over, along and through an existing open creek bed or drainage ditch and culverts through which the same extends, to a point in Buck Creek, in said County, said existing ditch and creek bed or drainage ditch and culverts being located approximately as indicated in red on the attached drawing marked Exhibit "A" and made a part hereof, to the extent that said existing ditch or said creek bed or drainage ditch or culverts extend across and through lands owned or claimed by the undersigned or in which the undersigned has an interest,

said right of way and easement to be for the purpose of discharging into and carrying the effluent of a sewerage treatment plant located or to be located on the lands of the Grantees in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14 and in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 13, all in Township 20 South, Range 3 West, Shelby County, Alabama, from said lands of the Grantees to a point in said Buck Creek, said effluent to be chlorinated as required by State health regulations. If Grantees at any time elect to construct a pipeline, this grant shall include the right to

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construct, maintain, operate, renew, repair, change the size of, relocate, remove and/or replace a pipeline within the above described easement and right of way, including culverts, for the carrying therein of said effluent.

This grant shall include, without limitation, the further easement and right of ingress and egress over and across the lands of the Grantor through which said easements extend reasonably necessary in connection with the rights herein granted, including clearing said existing ditch, creek bed or ditch and culverts of obstructions, and if said pipeline is constructed, the construction, repair or replacement of said pipeline.

The Grantees herein are further granted the full right and authority to lease, sell, assign, transfer and/or convey to others the rights of way, estate, interest, rights and privileges hereby granted, in whole or in part, or any interest therein, and to encumber the same. If said pipeline is constructed the Grantees shall have the option, but shall not be required, to bury said pipeline where the same may be located in said creek bed.

The rights herein granted are in addition to and not in restriction or limitation of any existing rights of the Grantees to use said existing ditch, creek bed or ditch or culverts for the drainage of surface water from the said lands of the Grantees.

No delay of the Grantees in laying or installing any pipeline in or along said rights of way shall result in the loss, limitation or abandonment of their right to do so as granted hereby.

The terms and provisions hereof shall inure to the benefit of and be binding upon the Grantor and Grantees and their respective heirs, successors and assigns, including lessees.

TO HAVE AND TO HOLD the estate, easements, rights
and privileges hereby conveyed to the said Grantees, their
successors and assigns, forever.

IN TESTIMONY WHEREOF, the undersigned Grantors have
hereunto set their hands and seals, all on this the 13th day of
June, 1966.

WITNESSES:

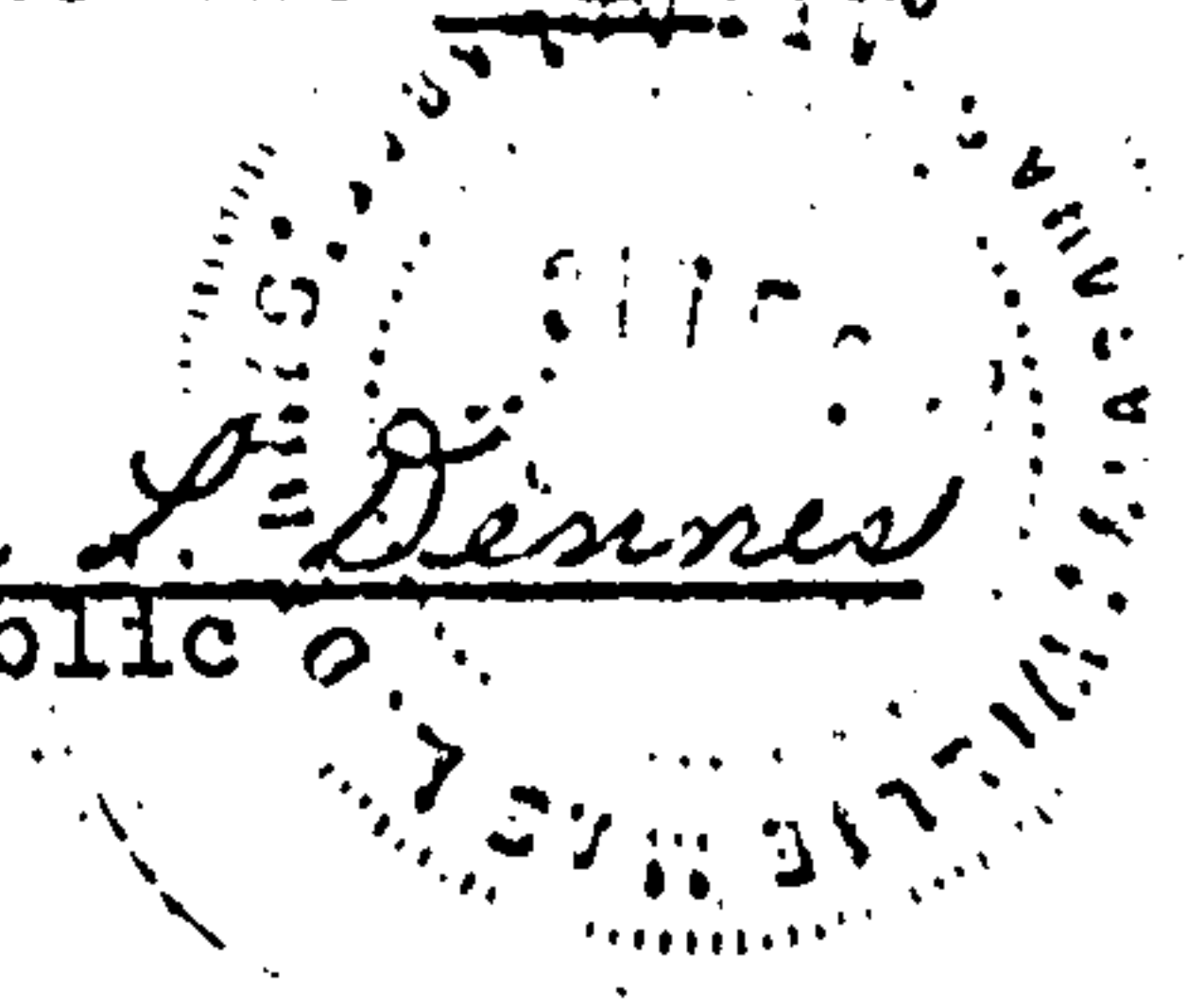
<u>Paul Yeager</u>	<u>C. E. Hilyer</u> C. E. Hilyer
_____	_____
_____	_____
_____	_____

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and
for said County in said State, hereby certify that C. E. Hilyer
and wife, _____, whose names are signed to the
foregoing conveyance, and who are known to me, acknowledged before
me on this day that, being informed of the contents of the convey-
ance, they executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this the 13 day
of June, 1966.

Willie Mae L. Dennes
Notary Public



STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 5-11 1966 2:30 pm

RECORDED & \$ 1.00 MTC TAX
\$ 6.00 DEED TAX
PD. ON THIS INSTRUMENT

Comas M. Hunter
JUDGE OF PROBATE

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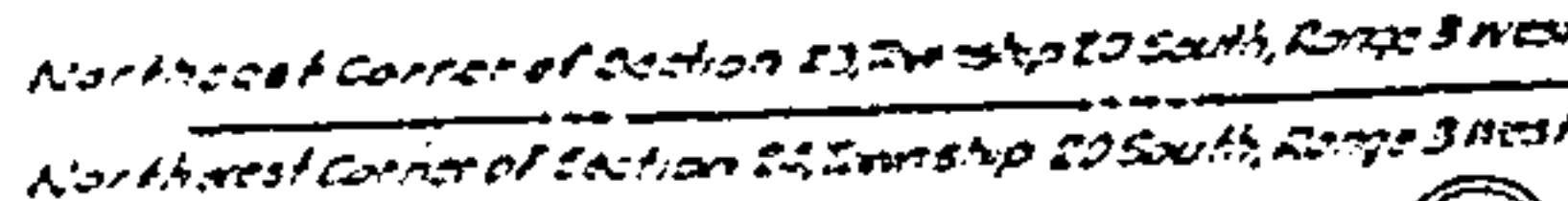


EXHIBIT A