

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

116  
19780523000063090 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
05/23/1978 12:00:00AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations in hand paid, the receipt whereof are hereby acknowledged, THOMPSON REALTY CO., INC., an Alabama corporation (herein called Grantor), does hereby grant, bargain, sell and convey unto H. C. BICKFORD, an individual over the age of twenty-one years (hereinafter called Grantee), his heirs and assigns, a free, uninterrupted right of way fifteen (15) feet in width, between Lots 172 and 173 in the Shoal Creek Subdivision, in Shelby County, Alabama, a map of which is recorded in the office of the Probate Judge for Shelby County, for the purpose of laying, constructing, installing, maintaining, operating and repairing no more than two pipelines and the appurtenances therefor for the transportation of water. The center line of said right of way is the common boundary of Lots 172 and 173 in the said subdivision, being some 286.67 feet in length and said right of way shall extend into the adjoining roadway for a distance necessary only to make connection with the water main located therein.

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

1. Grantor reserves 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 the installation and operation of the said pipelines hereinabove described; it being expressly understood that fencing, landscaping, or planting may be located by the owners of Lots 172 or 173 in such a manner that access to the pipelines and appurtenances of Grantee may be rendered difficult and that Grantee shall have no right to keep such right of way clear of trees, shrubbery or other plantings. Grantee agrees that any pipeline or pipelines placed within said right of way shall be buried so that the top thereof shall be not less than 30 inches below the surface of the ground and further agrees that following any construction or repair or maintenance of any such pipeline, Grantee will cause the surface of the ground to be restored to its former condition, although such restoration may be rendered more difficult by such fencing, landscaping or planting.

2. Grantee shall have the right to assign all or a portion of its rights and privileges hereunder subject to the conditions and stipulations of this grant to any other person, provided, however, in no event shall the location or use on the said right of way of more than a total of two three inch pipelines for water and appurtenances therefor be permitted.

3. This easement is conveyed as an accomodation to Grantee. Grantee hereby agrees that neither Grantor, its successors or assigns, Shoal Creek, a non-profit corporation, Shoal Creek Association, a non-profit corporation, the owners, lessees, or invitees of Lots 172 or 173, nor the officers, directors, agents, servants or employees of any of the foregoing companies or persons, shall have any liability or obligation to Grantee, or to any assignee or successor of Grantee, for, on account, or as a result of any damage to or loss of or destruction of any

H. C. Bickford

P.O. Box 7684

Bham, Ala. - 35223

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pipe or appurtenance located in or upon the said right of way, or of any other interference with use of the said right of way or of damage, loss to or interference with any main or other device which supplies water to the pipes located on the said right of way, whether or not such damage, loss, destruction or interference shall result in whole or in part from the negligence, or other misconduct, of Grantee, or of any other person or entity hereby released.

4. It is expressly understood that such right of way is granted to permit Grantee, and no more than two other users, to obtain water from no more than two pipes not to exceed three inches in diameter, located upon such right of way, and that such right of way is not to be used, or assigned in any way, for use to enclose or accomodate any main or other pipe or pipes to supply water for more than three single family dwelling houses and their appurtenances.

5. 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.

6. This instrument shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns in title to the right of way hereby conveyed.

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in duplicate this the 2nd day of September, 1977.

WITNESS:

THOMPSON REALTY CO., INC.

James L. Decker

Walter W. Thompson

STATE OF ALABAMA )  
JEFFERSON COUNTY )

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1978 MAY 23 AM 10:47

Sub. tax .50  
Rec. 3.00  
Ind. 1.00  
4.50

Thomas A. Snowdon, Jr.  
JUDGE OF PROBATE

I, Donald L. Sample, a Notary Public in and for said County in said State, hereby certify that Walter W. Thompson, whose name as President of THOMPSON REALTY CO., INC., 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 the 2nd day of September, 1977.

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Donald L. Sample  
NOTARY PUBLIC