

STATE OF ALABAMA)
SHELBY COUNTY)

19780614000075110 1/3 \$.00
Shelby Cnty Judge of Probate, AL
06/14/1978 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 valuable considerations in hand paid, the receipt whereof is hereby acknowledged, 2154 TRADING CORPORATION, a Georgia corporation, (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 twenty feet (20') in width in the Inverness Apartments Survey Phase 2 located in the Northeast Quarter of the Northwest Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of Section 1, Township 19 South, Range 2 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, appurtenances, equipment and fixtures, whether above or below ground, for the transportation and sale of water. The approximate right-of-way is as shown in red on the map hereto attached and made a part hereof, and is more particularly described and located as follows, to-wit:

A twenty foot (20') wide right-of-way being ten feet (10') on each side of the center line of the water mains, fire hydrants, fire hydrant laterals, service laterals and meter settings as constructed now or in the future through the following described parcel of property:

Inverness Apartments Survey Phase 2 located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 19 South, Range 2 West.

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 incumbrances 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 said twenty foot (20') strip 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 pipelines 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 except for the construction of street or parking paving and sidewalk.

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, 2154 TRADING CORPORATION, a Georgia corporation, has caused these presents to be executed in duplicate this the 1st day of June, 1978.

WITNESS:

Marta J. Beebe
2154 TRADING CORPORATION
C. E. Hughes
Title VICE PRESIDENT

STATE OF ALABAMA)
SHELBY COUNTY)

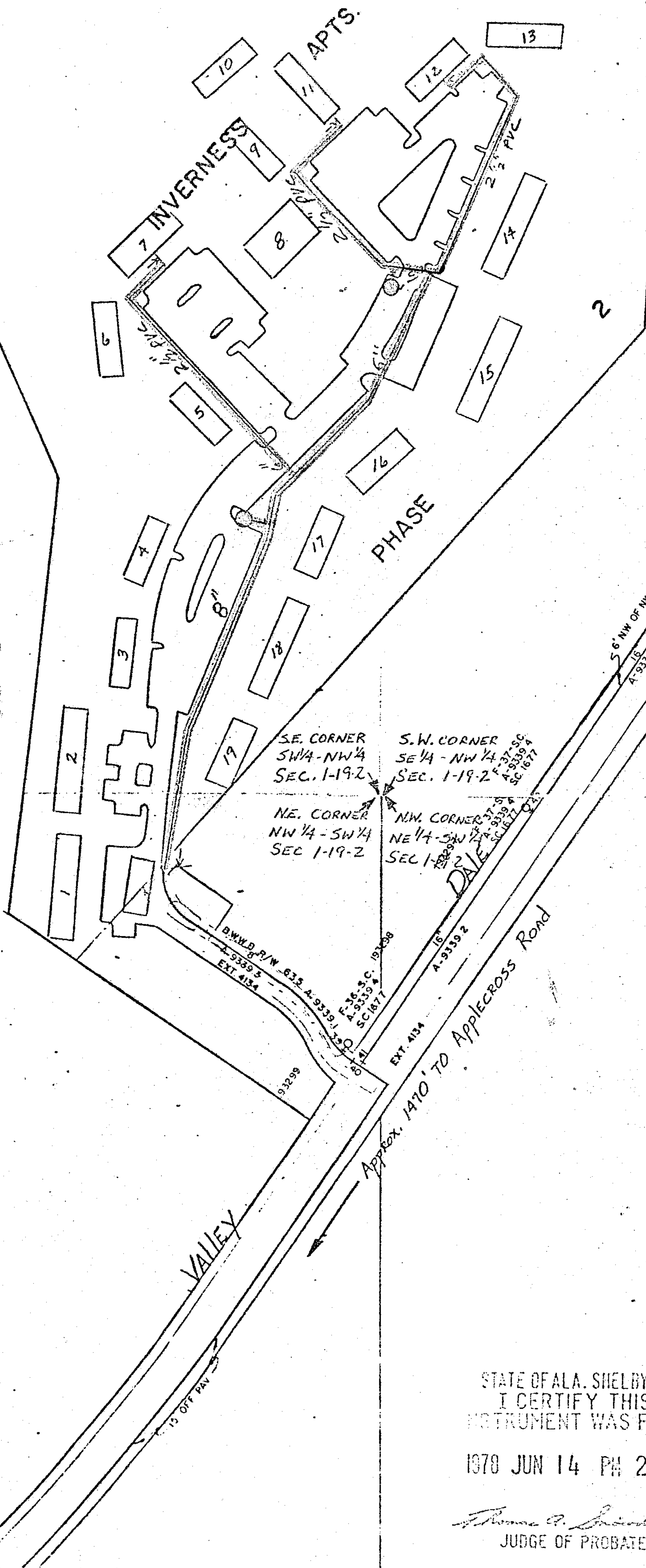
I, Patricia A. Marshall, a Notary Public in and for said County in said State, hereby certify that C. E. Hughes as Vice President of 2154 TRADING CORPORATION, a Georgia corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, C. E. Hughes, as Vice President, with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 1st day of June, 1978.

Patricia A. Marshall
Notary Public

Notary Public Georgia State at Large
Notary Public Georgia State at Large
My Commission Expires: 2-17-81

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19780614000075110 3/3 \$.00
Shelby Cnty Judge of Probate, AL
06/14/1978 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 JUN 14 PM 2:14

Thomas P. Anderson, Jr.
JUDGE OF PROBATE

Deed 50
Rec. 4.50
Indl. 1.00
6.00

V.M. #129
SEC. 1-19-2

THE WATER WORKS BOARD
OF THE CITY OF BIRMINGHAM

2 1/2" 1" 200' 0 10'

D.P. # 1-14