STATE OF ALABAMA)
COUNTY OF SHELBY)

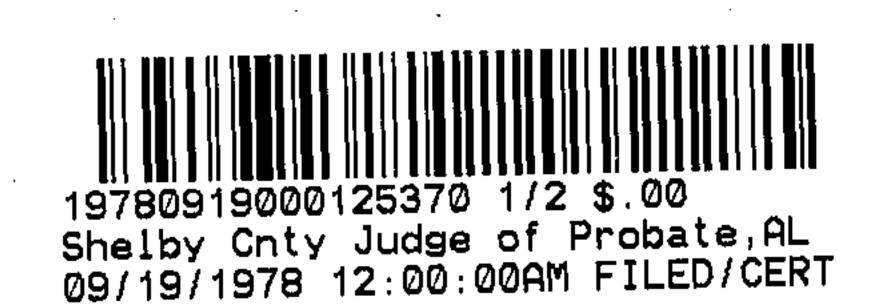
QUITCLAIM OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by 2154 Trading Corporation, the receipt whereof is hereby acknowledged, George W. Wynne and Donna M. Wynne, 5208 Kirkwall Lane, Birmingham, Alabama, (hereinafter "GRANTORS"), do hereby quitclaim unto the said 2154 Trading Corporation, its successors and assigns (hereinafter "GRANTEE"), an easement for underground drainage lines and appurtenances, including inlets for surface water, said easement being situated in Shelby County, Alabama, and being described as follows:

Easements 10 feet in width being 5 feet on either side of the following described centerlines and being contained within Lot 23, Block 1, KIRKWALL, as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama:

Commence at the Northwesterly corner of Lot 23, Block 1, KIRKWALL, as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama, and run in an Easterly direction along the Northerly line of Lot 23, a distance of 5.61 feet to the point of beginning; thence 57°46' to the right in a Southeasterly direction a distance of 118.22 feet to the point of ending, said point being on the Southerly line of Lot 23.

Commence at the Northwesterly corner of Lot 23, Block 1, KIRKWALL, as recorded in Map Book 6, Page 152, in the Probate Office of Shelby County, Alabama, and run in an Easterly direction along the Northerly line of Lot 23, a distance of 5.61 feet to a point; thence 57°46' to the right in a Southeasterly direction a distance of 53.17 feet to the point of beginning; thence 129°51' to the right in a Westerly direction a distance of 34.27 feet to the point of ending, said point being on the Westerly line of Lot 23.



nverness

Box 43248

<u>Riemingham</u>, Alabama 35243

For the consideration aforesaid, GRANTORS do quitclaim unto GRANTEE the right and privilege of a perpetual use of said easement for such drainage purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said easement and the right to cut and keep clear all trees, undergrowth and other obstructions on said easement when deemed reasonably necessary for the avoidance of damage to said underground drainage lines, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said easement area herein conveyed.

GRANTORS acknowledge that the installation of such underground drainage lines and appurtenances will benefit GRANTORS, and GRANTORS hereby hold GRANTEE harmless from any damage to trees or other landscaping in the general vicinity of the easement area which may be caused during the construction and installation of said underground drainage lines and appurtenances. GRANTORS further acknowledge that GRANTEE shall have no obligation to landscape the easement area after installation of the drainage lines and appurtenances other than to provide a smooth grade over the construction area.

IN WITNESS WHEREOF, the undersigned GRANTORS have hereunto set their hands and seals, all on this 14 day of September, 1978.

STATE OF ALA. SHELBY CO.

Withesses:
Maria 5 3 19 19 19 19 9:50 Dering W Mynna-
Tues, Rey Danner & Sonna M. Wyrne
JUDGE OF PROBATE
STATE OF Rec. 3.00
COUNTY OF
I, the undersigned, a Notary Public in and,
for said County in said State, hereby certify that Kurie W. Tyna
and John Myrne, whose name(s) and
signed to the foregoing instrument, and who we known to me,
acknowledged before me on this day that, being informed of the contents
of the instrument, the executed the same voluntarily on the day the same

Given under my hand this 14thday of September, 1978.

Notary Public Office

My Commission Expires July 22, 1980.

My commission expires:

bears date.