

STATE OF ALABAMA)
JEFFERSON COUNTY)

159

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, Scotch Building and Development Company, Inc. an Alabama corporation (hereinafter called Grantor), does 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 NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 19 South, Range 2 West situated 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 for the transportation of water. The said right-of-way is as shown in red on the map hereto attached and made a part hereof and the center line thereof is more particularly described and located as follows, to-wit:

Commence at the southwest corner of the northeast quarter of the southwest quarter of said section run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 263.38 feet to the point of beginning of the centerline herein described; thence turn an angle to the right of 78°-01'-44" and run in a northeasterly direction for a distance of 160.80 feet to the end of said centerline.

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 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 on 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:

BOOK 349 PAGE 765

1. The GRANTOR reserves the right to use the said twenty foot (20') strip of land over which the right-of-way is granted for any purpose which will not unreasonably endanger or interfere with the operation and maintenance of the said water mains hereinabove described. The GRANTOR further agrees not to construct, cause to be constructed or permit to be constructed on said right-of-way any building or structure of any kind which would prevent ready access to the pipeline or pipelines of GRANTEE for any of the purposes hereinabove set forth.

2. GRANTEE agrees that any water main hereafter placed within said right-of-way shall be buried so that the top thereof shall be not less than thirty-six inches (36") below the surface of the ground, and further agrees that following the construction, repair, relocation or removal of any such main, GRANTEE will cause the surface of the ground to be restored as nearly as practicable to its former condition.

3. Should the GRANTEE at any time for a period of as much as twelve (12) successive months, 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.

4. 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 GRANTORS have caused these presents to be executed in triplicate this the 17 day of August, 1983.

WITNESS:

SCOTCH BUILDING AND DEVELOPMENT
COMPANY, INC.

By: Judith B Bernes

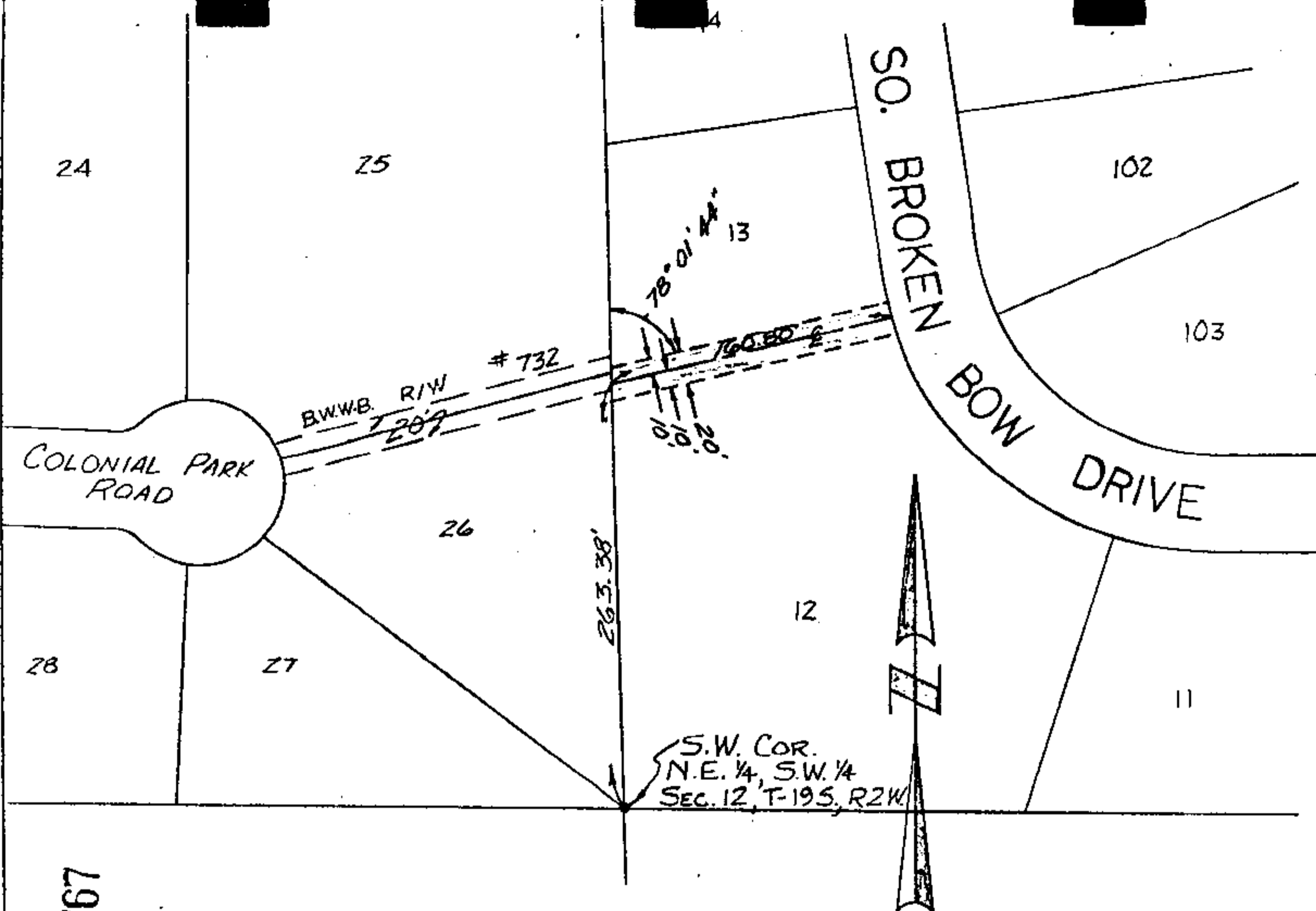
By: Wayne J. Scotch
Title: President

I, Dalby J. Silbert, a Notary Public in and for said County in said State, hereby certify that Wayne J. Scotch whose name as President of 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 17 day of August, 1983.

Dalby J. Silbert
Notary Public

My Commission Expires: 8/5/85



BOOK 349 PAGE 767

K. B. WEYGAND & ASSOCIATES, P.C.
 Civil Engineers and Land Surveyors
 2130 Highland Avenue - Room 311
 BIRMINGHAM, ALABAMA 35205
 Telephone 939-0446

August 4, 1983

Description of a 20 foot easement to be granted to the Birmingham Water Works Board by Scotch Building and Development Co. Said easement to be located in the northeast quarter of the southwest quarter of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama and being 10 feet to either side of a centerline which is more particularly described as follows:

From the southwest corner of the northeast quarter of the southwest quarter of said section run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 263.38 feet to the point of beginning of the centerline herein described; thence turn an angle to the right of 78°-01'-44" and run in a northeasterly direction for a distance of 160.80 feet to the end of said centerline.

STATE OF ALA. SHELBY CO.
 REC'D SEP 11 1983

1983 SEP -6 AM 10:04

James P. Weygand, Jr.
 JUNE 27 1983

Kenneth B. Weygand
 Kenneth B. Weygand, Reg. Engr.-L.S.#11768

Recd TAX. 50
 Rec H. 50
 Ind 1.00
 6.00

c/o James Freeman
 P.O. Box C-110, B'ham
 35282

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

SEC. 12-19-ZW AP 5-123-4 SCALE 1"=100' W.O. DATE 8-8-83 DRWN. BY R. CHAFIN