

STATE OF ALABAMA)

COUNTY OF SHELBY)

179

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by the CITY OF HOOVER, a municipality, the receipt whereof is hereby acknowledged, James W. McGowan, an individual (herein "GRANTOR"), does hereby quitclaim unto the said CITY OF HOOVER, its successors and assigns (herein "GRANTEE"), an easement for underground utility lines and appurtenances, said easement being situated in Shelby County, Alabama, and being described as follows:

A 20' Easement for Lot 510, Riverchase Country Club, 12th Addition as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 8, Page 140, the centerline of which being more particularly described as follows:

From the northwest corner of said Lot 510, run in an easterly direction along the common line of Lots 509 and 510 for a distance of 28.03 feet to the point of beginning; thence turn an angle to the right of 81° 25' 37" and run in a southeasterly direction for a distance of 76.47 feet to an existing sanitary sewer manhole; thence turn an angle to the right of 13° 21' and run in a southerly direction for a distance of 80.21 feet to an existing sanitary sewer manhole; thence turn an angle to the right of 1° 32' and run in a southerly direction for a distance of 50 feet, more or less, to a point on the south property line of said Lot 510 to the point of ending.

For the consideration aforesaid, the GRANTOR does quitclaim unto said GRANTEE the right and privilege of perpetual use of said easement for such utility 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, the right to cut and keep clear all trees, undergrowth and other obstructions on said easement when deemed reasonably necessary for the avoidance of danger, damage or interference with said utility use of said strip, and the right to prohibit the clearing of such area and the construction or maintenance of any improvement or obstruction on, over, across or upon said easement area herein conveyed.

In consideration of the benefit to the property of the GRANTOR by reason of the construction of said sewer, the GRANTOR, for itself, and for its heirs, successors and assigns, hereby releases GRANTEE, its successors and assigns, from all damages present or prospective to the property of the GRANTOR arising or resulting from the construction, maintenance and repair of said sewer; and the GRANTOR does hereby admit and acknowledge that said sewer if and when constructed will be a benefit to the property of the GRANTOR.

City of Hoover

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TO HAVE AND TO HOLD unto the said CITY OF HOOVER, its successors and as-
signs, forever.

IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed on
this the 22 day of MARCH, 1984.

ATTEST:

BY [Signature]
Its

BY James R Mc Gowan
Its

STATE OF ALABAMA)

COUNTY OF)

I, Cynthia A. Aldridge, a Notary Public in and for said
County in said State, hereby certify that James R. Mc Gowan
whose name as _____, GRANTOR, is signed to the
foregoing conveyance and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, has executed the
same voluntarily.

Given under my hand this the 22nd day of March, 1984

My Commission expires: _____
MY COMMISSION EXPIRES FEBRUARY 3, 1986

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

1984 APR -3 AM 11:34

[Signature]
JUDGE OF PROBATE

Send TAX. 50
Rec 3.00
Ind 1.00
4.50