

STATE OF ALABAMA }
JEFFERSON COUNTY }

In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to Taylor and Mathis of Alabama, Inc., Agent for 2154 Trading Corporation, Owner (hereinafter called Grantor, whether one or more), the receipt of which the Grantor hereby acknowledges, the 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 in width, located within the boundaries of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West; and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West in Shelby County, Alabama, more particularly shown as Inverness Center on the map hereto attached (shown in red) hereto and made a part hereof, being ten feet on either side of the center line of the first water pipeline or water main laid or installed in said real estate under the terms of this instrument, for the purposes of, at such times, and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipelines and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, deemed by the Grantee to be necessary or useful in connection with the transportation, distribution and sale

THE WATER WORKS BOARD
OF THE
CITY OF BIRMINGHAM

JAMES D. FREEMAN

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of water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to the free right of ingress and egress over said right-of-way and real estate and over any property which is owned by the Grantor and is adjacent to said real estate, together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near said right-of-way, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines.

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

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances and that they have a good right to sell and convey the same as aforesaid and that they will warrant against the claims of all persons, subject to current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantor reserves the right to use said real estate for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or the use or enjoyment of the rights and estates granted to the Grantee by this instrument. The Grantor further agrees not to construct, cause to be constructed, or permit

to be constructed, on said right-of-way any lake or pond or any building or structure of any kind which would prevent ready access to the Pipelines for any of the purposes hereinabove set forth, except that the Grantor may erect a fence, provided that such fence has a gate and that the Grantee shall be given a key to the lock if the gate is locked.

3. The Grantee agrees that the water pipeline or pipelines 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. The Grantee shall have the right to lease, sell, assign, transfer and/or convey to others, in whole or in part, and to encumber, in whole or in part, the right-of-way, easement, estate, interests, rights and privileges granted to it by this instrument.

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 states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no

force and effect. This instrument may be modified only by a written instrument signed by the Grantor and Grantee.

7. This instrument shall inure to the benefit of, and be binding upon, the Grantor and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantor has executed this instrument on the 6th day of December, 1984.

TAYLOR AND MATHIS OF
ALABAMA, INC., AGENT FOR
2154 TRADING CORPORATION, OWNER

W. M. Kephau Jr.
Name
Vice-President
Title

STATE OF ALABAMA
COUNTY }
Shelby

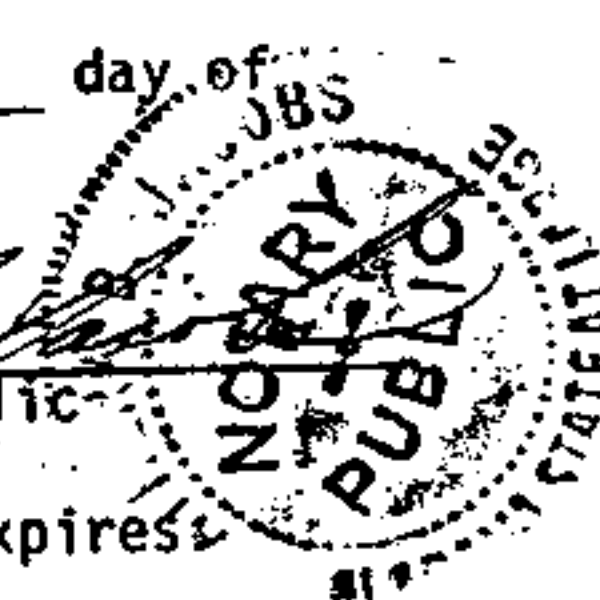
I, the undersigned authority, in and for said County in said State, hereby certify that W. M. Kephau Jr. whose name as Vice-President of Taylor & Mathis of Alabama, Inc. Agent for 2154 Trading Corp. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

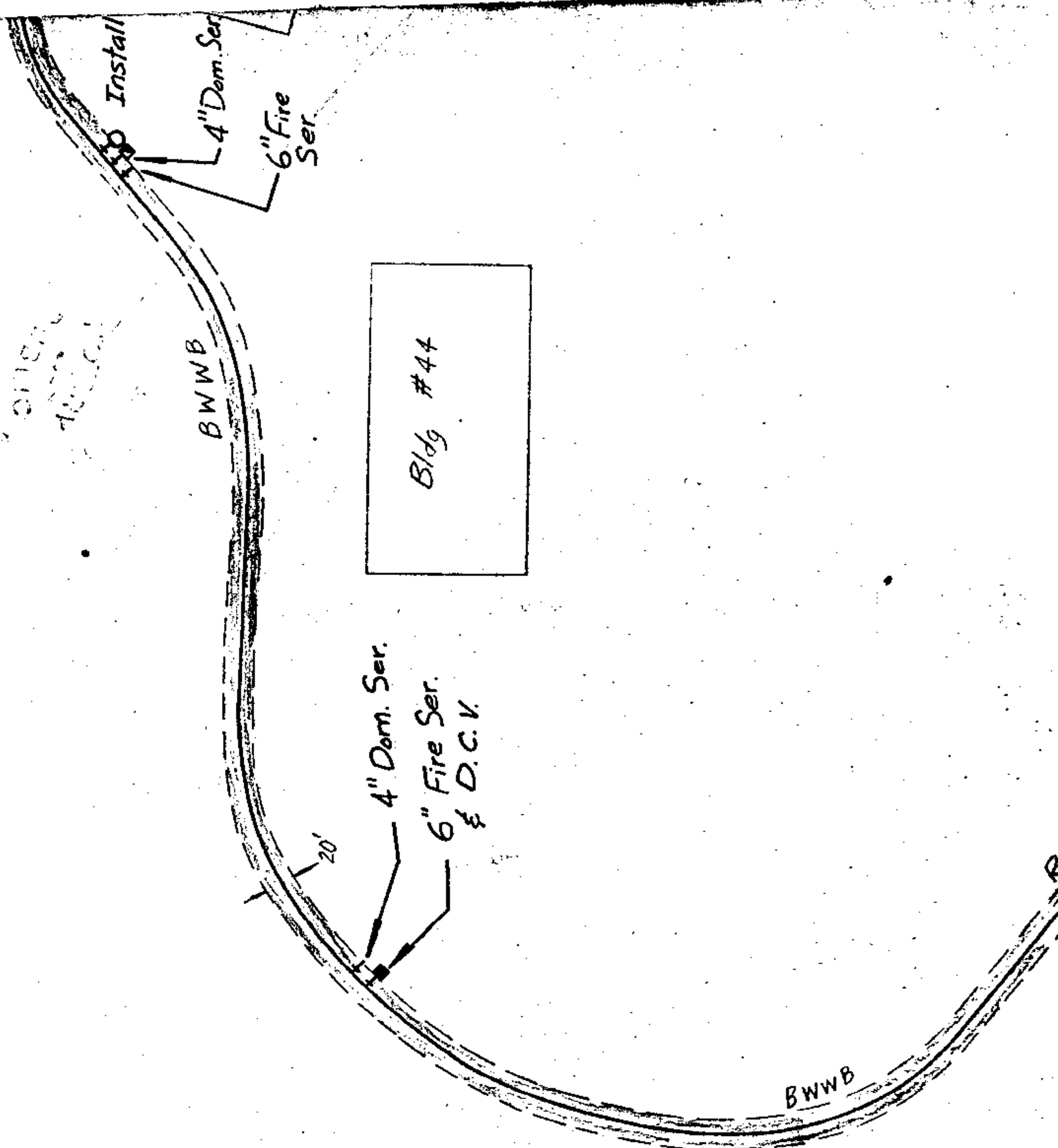
Given under my hand and official seal, this 6th day of December, 1984.

Arthur B. Kephau Jr.
Notary Public

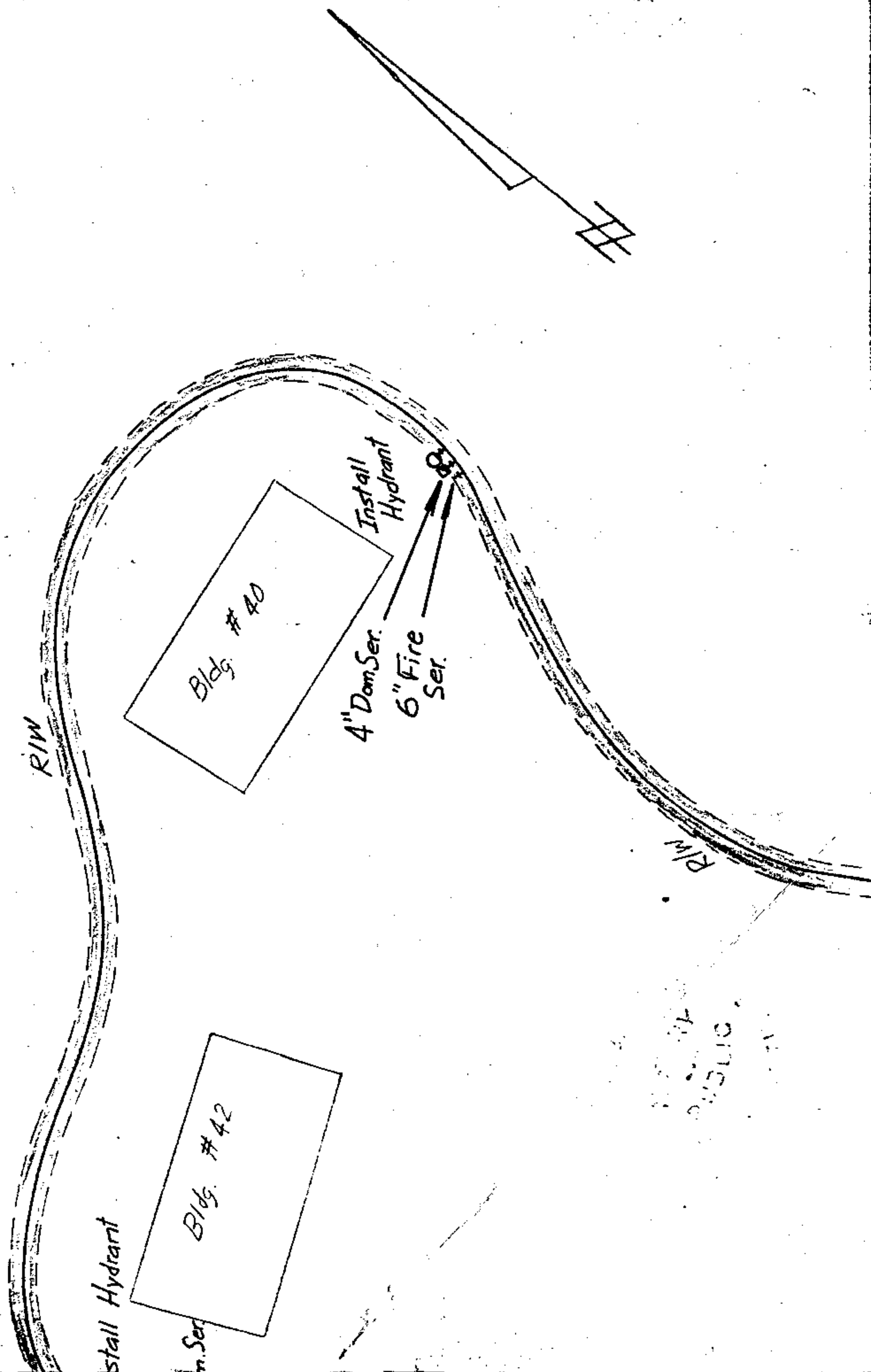
My Commission Expires

My Commission Expires April 5, 1987

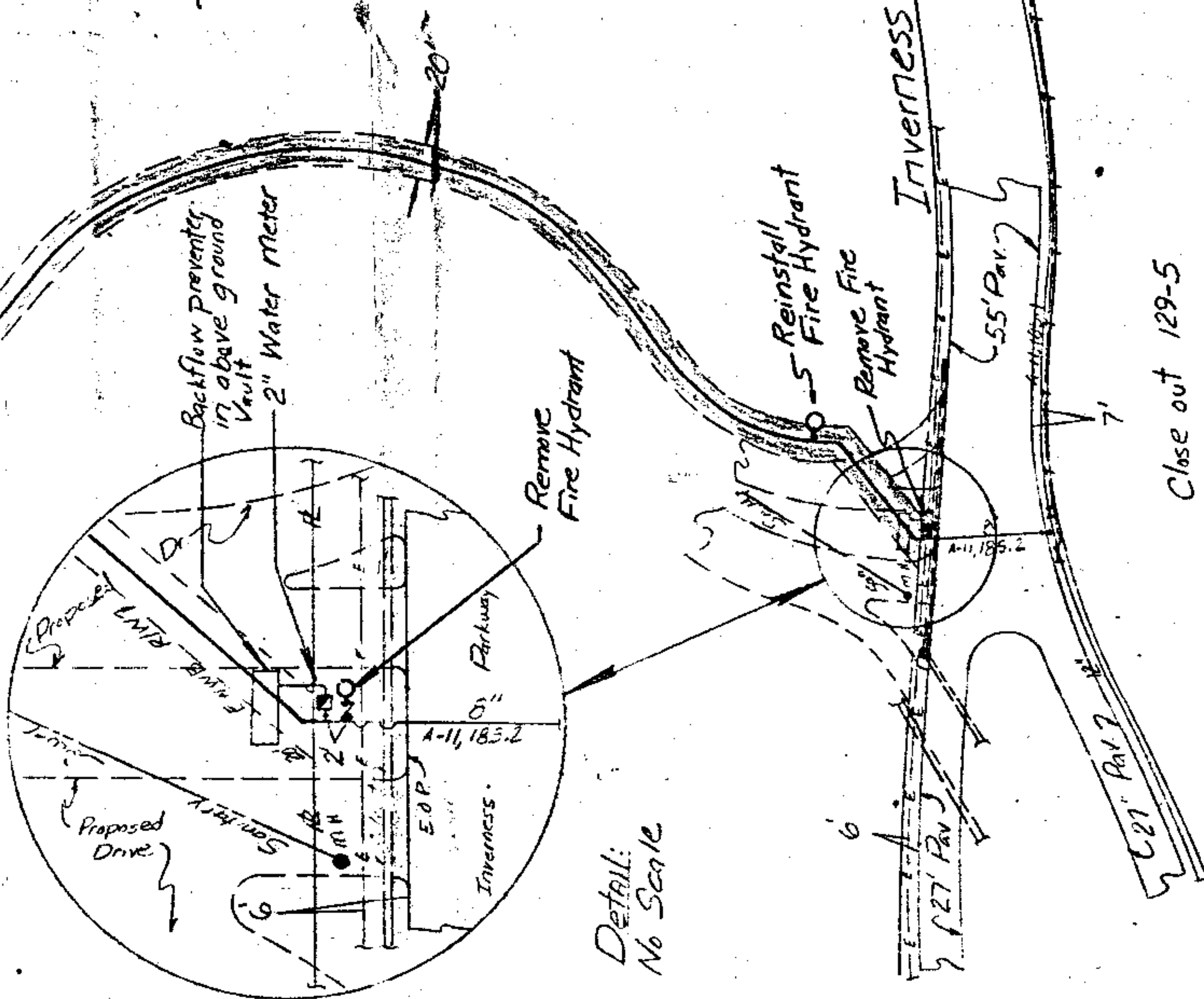




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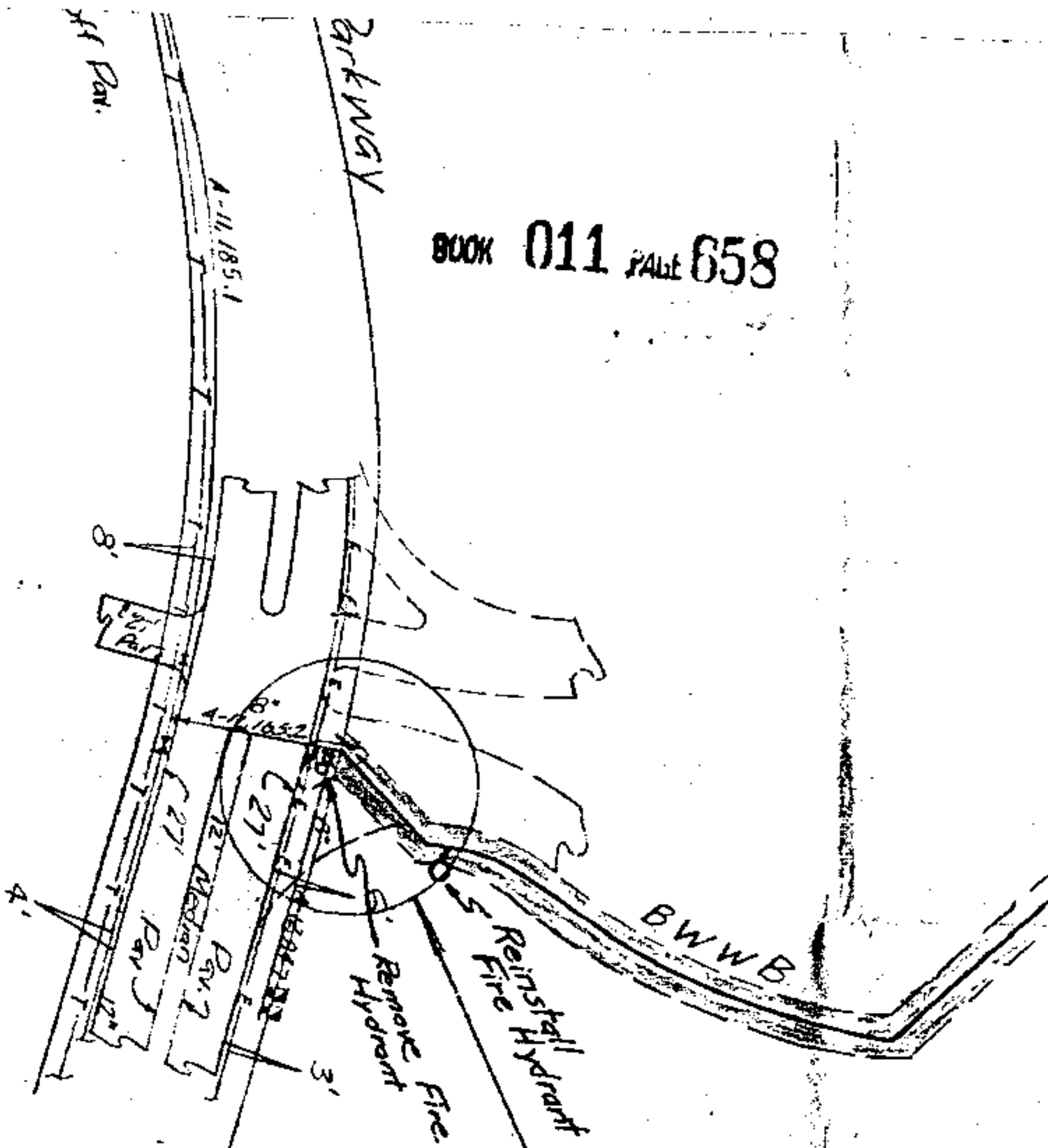


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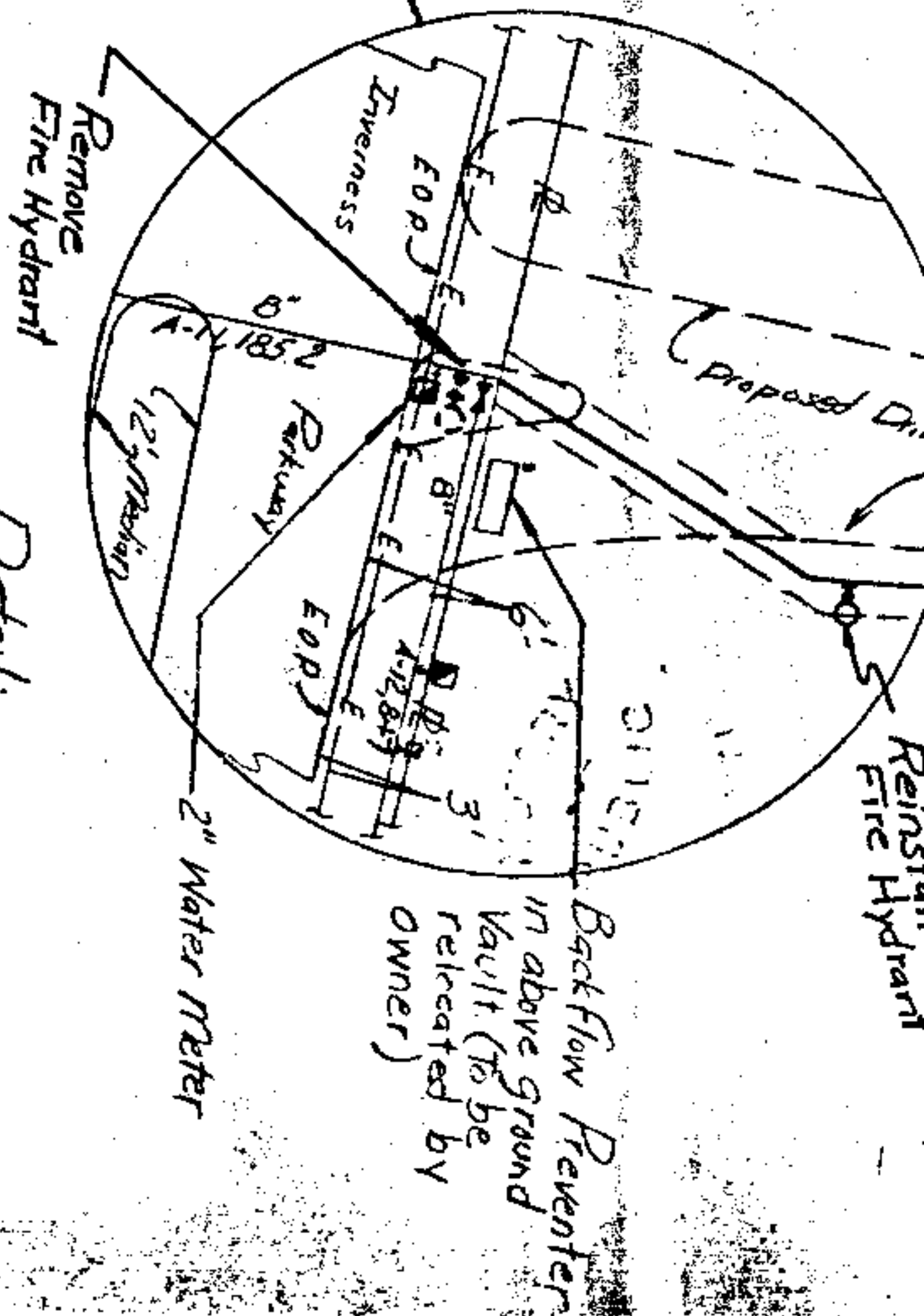
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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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1984 DEC 14 AM 9:44
[Signature]
JUDGE OF PROBATE



Detail.
No Scale

Doc 20.00
Jud 21.00

* Detail Pages:
480-2 & 3
580-4



THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, ALA.

Invenness Center

WORK ORDER: DATE: 10-3-84

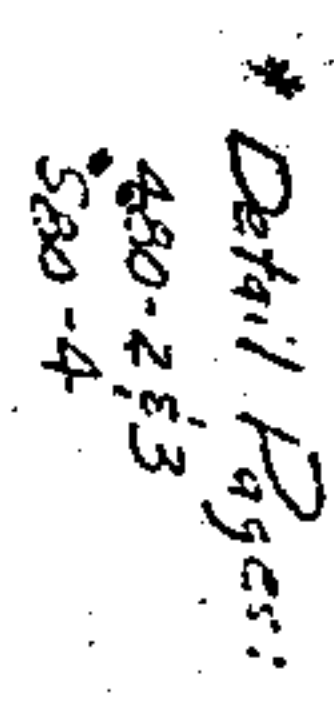
ENGR. _____
SCALE: 1" = 100'
SEC 35136-182MA.P. *[Signature]*
DWG. NO. _____

DFTM. *[Signature]*
CKD. *[Signature]*
APVD. _____
SHEET 1 OF 1



20.00
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THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, ALA.

ENGR. _____	DFTM. <i>am the only</i>
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