

1612

STATE OF ALABAMA }
SHELBY COUNTY }

BOOK 069 PAGE 430

In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to S. W. Smyer, Jr., Ingrid K. L. Smyer, S. W. Smyer, III, Astrid M. Smyer and Hollybrook Lake Corporation (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, over, across and through a strip of land which is in Shelby County, Alabama and is located within the boundaries of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 18 South, Range 1 West, the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 18 South, Range 1 West, the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 18 South, Range 1 East, the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 18 South, Range 1 East, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 18 South, Range 1 West, the approximate location of road, 20 - foot - wide strip of land being described as follows:

Commence at the NW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 18 South, Range 1 West; thence in a southerly direction along the westerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 540 $\pm$ feet to the south right-of-way line of County Road #41; left in a northeasterly direction along said right-of-way a distance of 280 $\pm$ feet to the Point of Beginning

and the exact location of said strip of land shall be ten feet on either side of the center line of the first water pipeline or water main laid or installed in said right-of-way under the terms of this instrument. Said right-of-way shall be 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 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 over any property which is owned by the Grantor, or any of them, and is adjacent to 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 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 Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantor, or any of them and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the right-of-way for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines within such right-of-way and such appurtenances, appliances, fixtures and equipment, whether above or beneath the surface of the ground, which the Grantee deems to be necessary or useful in connection with 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 it has a good right to grant to the Grantee the right-of-way granted hereby

and that it will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee. The Grantor represents and warrants to the Grantee that the real estate across which the right-of-way is located is not the homestead of any of the Grantor.

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.

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. No delay of the Grantee in establishing the location of the right-of-way hereby conveyed, or in the use of any other right or easement hereby granted or in laying or installing the Pipelines in or along said right-of-way shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

6. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants

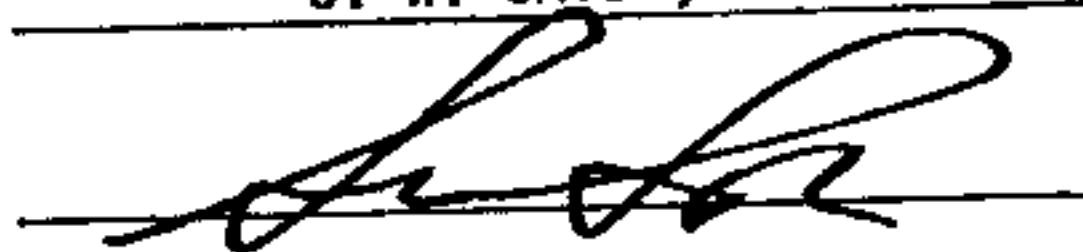
heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and Grantee.

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

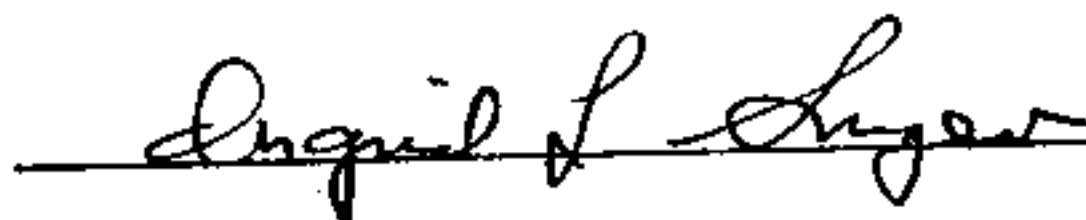
To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantor has executed this instrument on the 6th day of February, 1986.

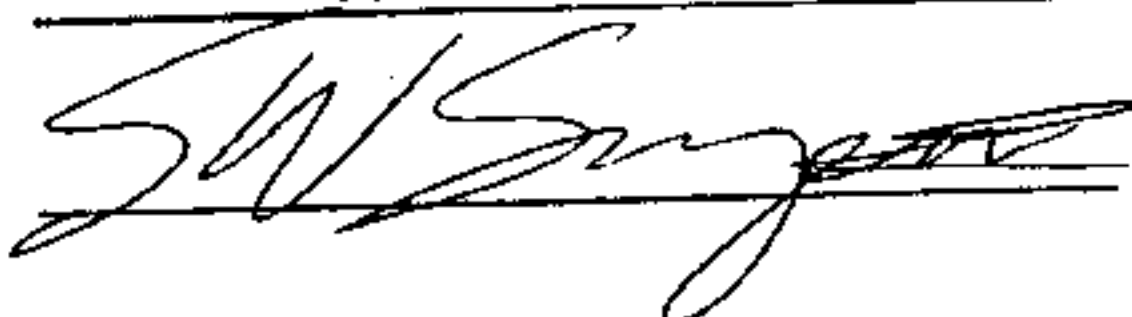
S. W. SMYER, JR.



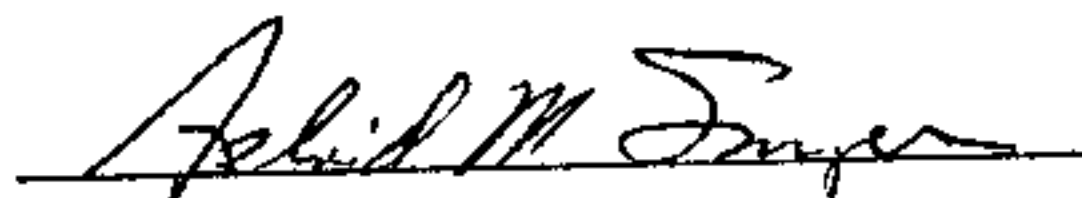
INGRID K. L. SMYER



S. W. SMYER, III



ASTRID M. SMYER



HOLLYBROOK LAKE CORPORATION



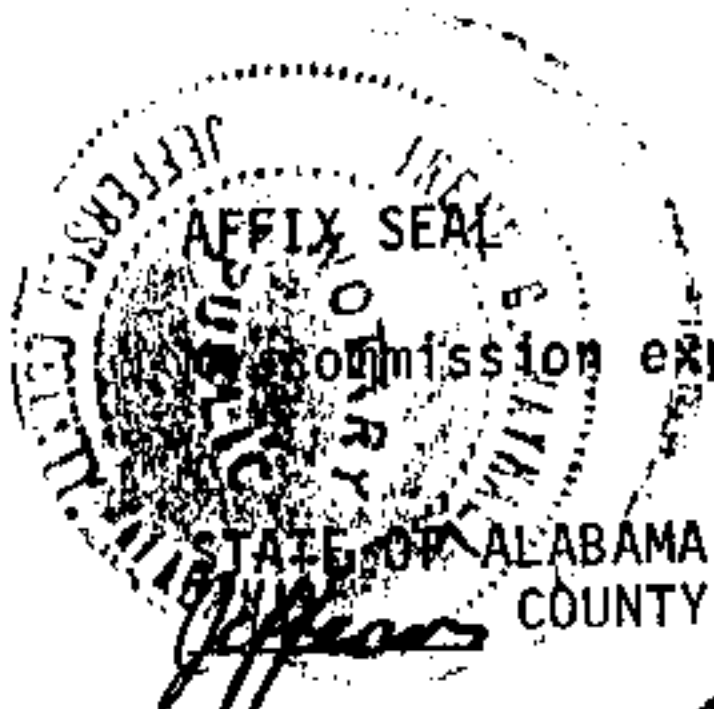
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STATE OF ALABAMA
Jefferson COUNTY }

I, Sam G. Pykett, a Notary Public in and for said County in said State, hereby certify that S. W. Smyer, Jr., 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of February, 1986.

Irene G. Rayhall
Notary Public



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ingrid K. L. Smyer, 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 the conveyance, she executed the same voluntarily on the day the same bears date.

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Given under my hand and official seal, this 6th day of February, 1986.

Irene G. Rayhall
Notary Public



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that S. W. Smyer, III, 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of February, 1986.

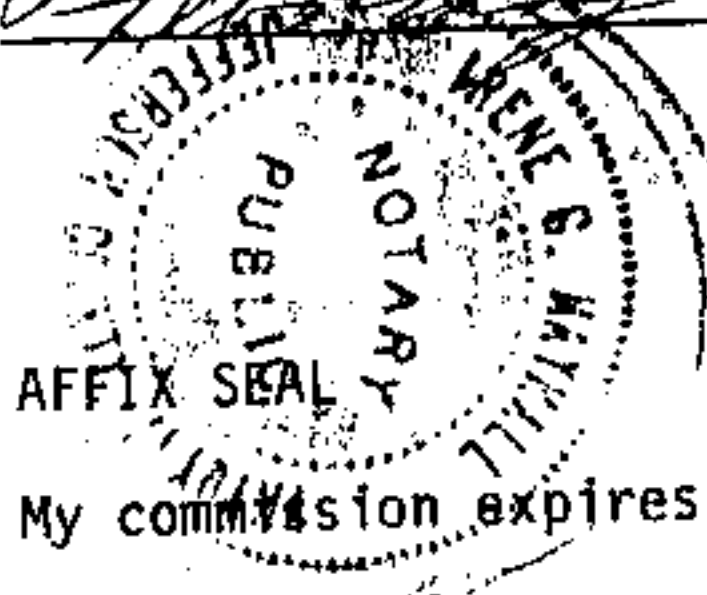
Irene G. Rayhall
Notary Public



STATE OF ALABAMA }
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Astrid M. Smyer, 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 6th day of February, 1986.



W. S. Marshall
Notary Public

My commission expires: 9-14-88

STATE OF ALABAMA }
Jefferson COUNTY }

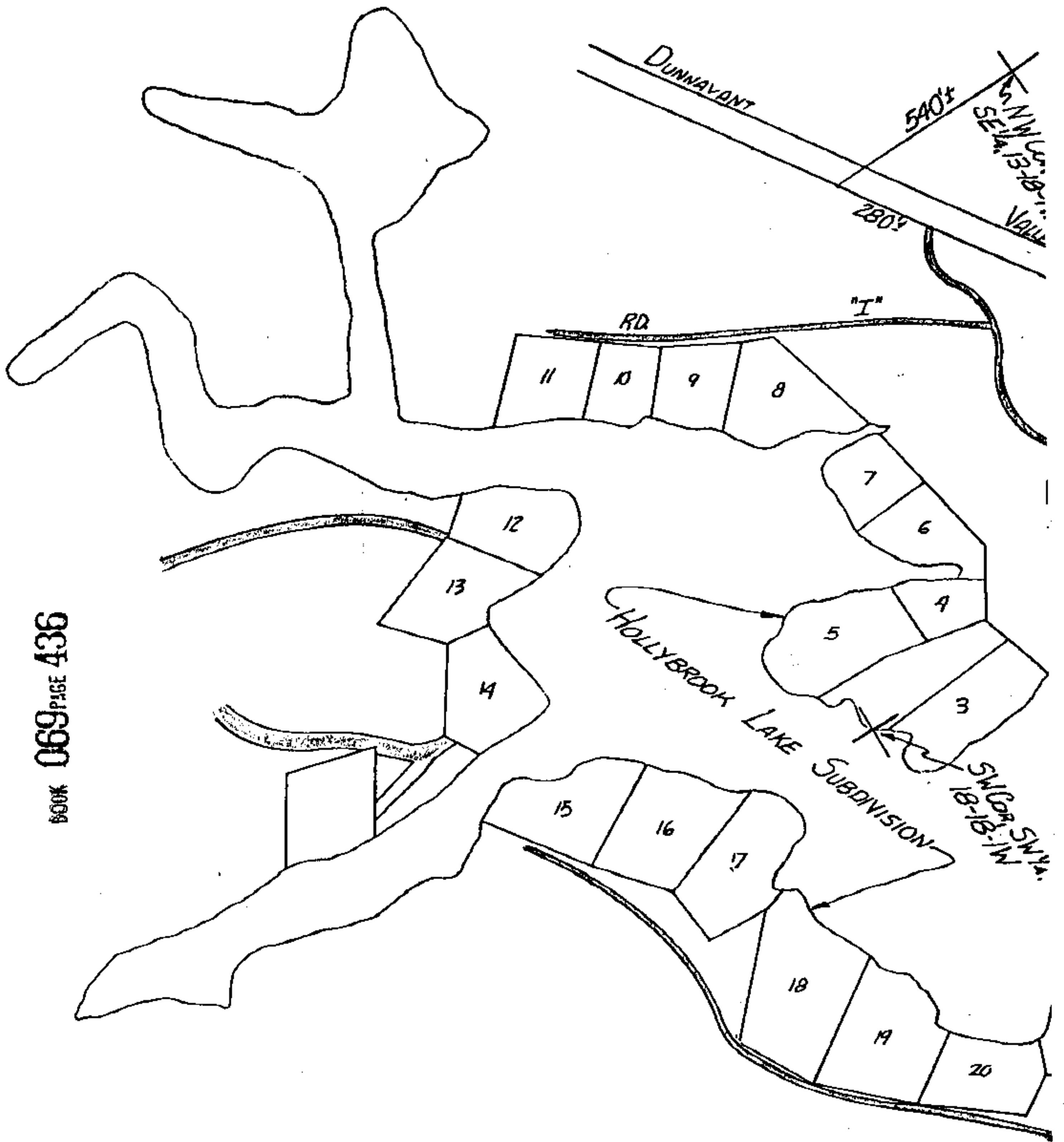
I, the undersigned authority, in and for said County in said State, hereby certify that John L. Danall, whose name as President of Hollybrook Lake Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the 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 11th day of February, 1986.

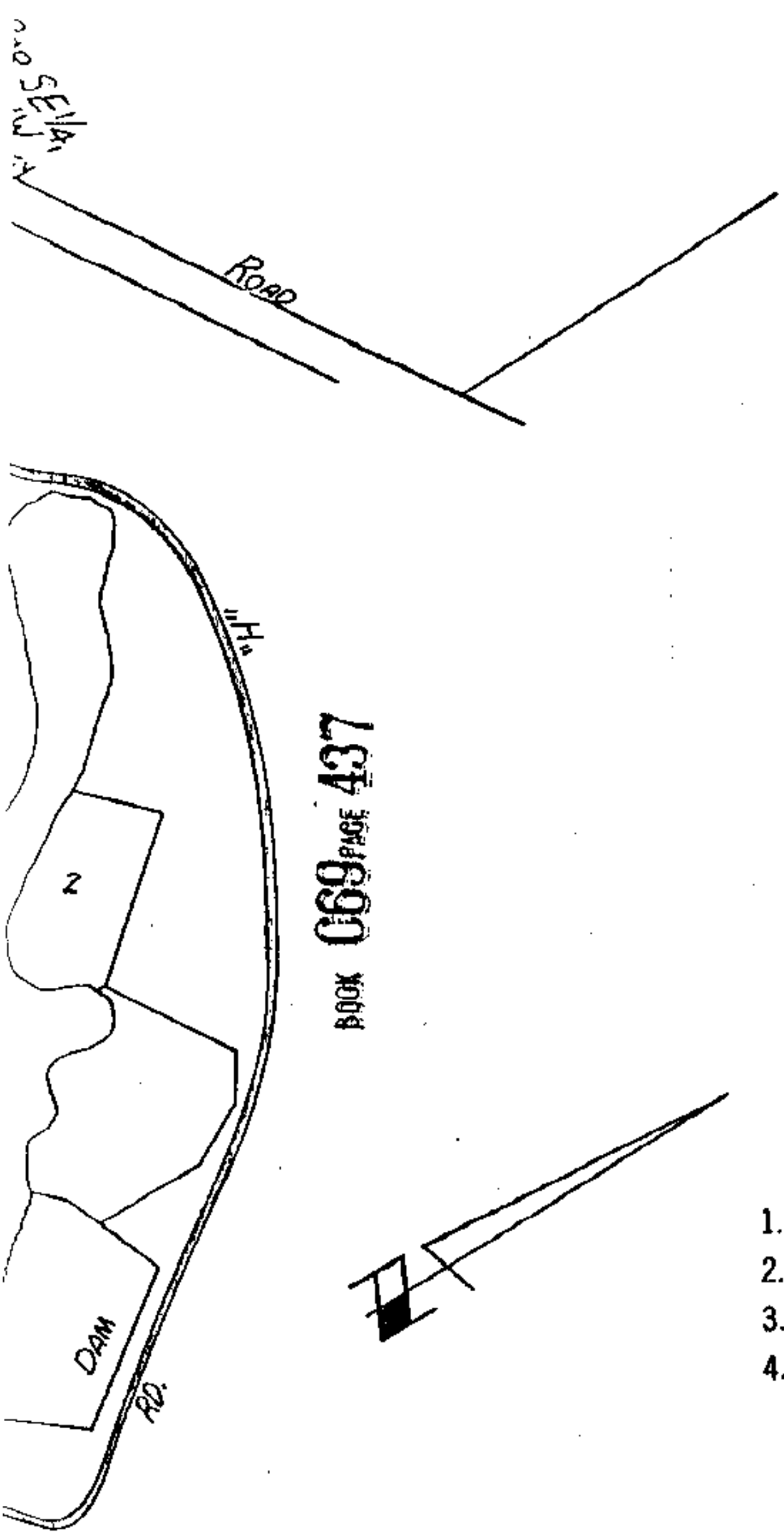
Carl A. Marshall
Notary Public

My Commission Expires: 10





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1. Deed Tax \$ 50
 2. Mtg. Tax
 3. Recording Fee 20.00
 4. Indexing Fee 1.00
 TOTAL 21.50

STATE OF ALA. SHELBY CO. 53
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1986 APR 25 AM 10:48
Thomas A. Thomas, Jr.
 JUDGE OF PROBATE

	THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM, ALA.		
	HOLLYBROOK LAKE SUBDIVISION		ENGR. <u>JRH</u> SCALE: <u>1"=400'</u> SEC. <u>13-18-1</u> D. <u>R544-3</u> DWG. NO. <u> </u>
	WORK ORDER: <u>A-13505</u> <u>11-21-85</u>		DFTM. <u>Thomas</u> CKD. <u>JRH</u> APVD. <u>JRH</u> 1 OF 1