

STATE OF ALABAMA
JEFFERSON COUNTY

1608

)

)

In consideration of the sum of One Dollar (\$1.00) paid to Thompson Realty Co., Inc., an Alabama Corporation (hereinafter called Grantor), the receipt of which the Grantor hereby acknowledges, the Grantor does hereby release, remise, quitclaim, 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, Grantor's right, title and interest in and to a free, uninterrupted and unobstructed (except as provided elsewhere herein) right-of-way twenty feet in width, located within the boundaries of the SW 1/4 of the SE 1/4 of Section 23, Township 18 South, Range 1 West, more particularly described as follows:

Commence at the northwest corner of Shoal Creek property and Dunavant Valley Road; thence southwest along southern most right-of-way of said road + 393 feet to Point of Beginning of centerline of 20' right-of-way; thence 90° left and run for a distance of + 119 feet to Point of Ending of right-of-way

as shown on Grantee's drawing entitled "20' B.W.W.B. R/W Shoal Creek," dated 12/12/85, attached hereto and made a part hereof, said right-of-way 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, main-

THE WATER WORKS BOARD
OF THE
CITY OF BIRMINGHAM

JOHN R. HUMBARO
PROJECT COORDINATOR

Box 669 Page 404

taining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more pipelines and such underground appurtenances, appliances, fixtures and equipment, 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 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 located upon 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 said right of way and real estate and property which is owned by the Grantor and is adjacent to said right-of-way shall be subject to the routine security procedures to which Grantor's property is subject as Grantor may change those procedures from time to time, and shall further 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 underground appurtenances, appliances, fixtures and equipment, 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 Grantee acknowledges that the property over which the said right of way is granted is subject to certain easements and restrictions of record, and accepts this conveyance subject to all existing easements and restrictions. The Grantor makes no warranty of any kind.
2. The Grantor reserves the right to use said real estate for any purpose and in any 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. It is expressly understood and agreed that the Grantor may erect a fence on or across the right-of-way.
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.

BOOK 069 PAGE 406

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. Grantor, its officers, directors, agents, servants and employees shall have no obligation to make any of Grantor's property reasonably safe for use by any person who enters thereon in the exercise of any right or privilege granted under this easement, including without limitation any employees of Grantee, its successors or assigns, or of any contractor engaged by Grantee, its successors or assigns, to perform any work on the right of way; and Grantor, its officers, directors, agents, servants, and employees shall have no liability in the event of injury to or death of any such person or of damage to such person's property whether or not such injury, death or damage shall result in whole or in part from any negligence on the part of Grantor, its officers, directors, agents, servants and employees. By accepting this conveyance, Grantee, its successors and assigns, hereby covenants and agrees to indemnify and hold harmless Grantor, its officers, directors, agents, servants and employees of and from any and all liability, cost or expense, including attorney's fees, arising out of, resulting from or sustained in connection with injury to or death of any person or of damage to such person's property who enters on the Grantor's property in the exercise of any right or privilege granted under this easement, whether or not such injury or death shall result in whole or in part from any negligence on the part of Grantor, its officers, directors, agents, servants or employees.

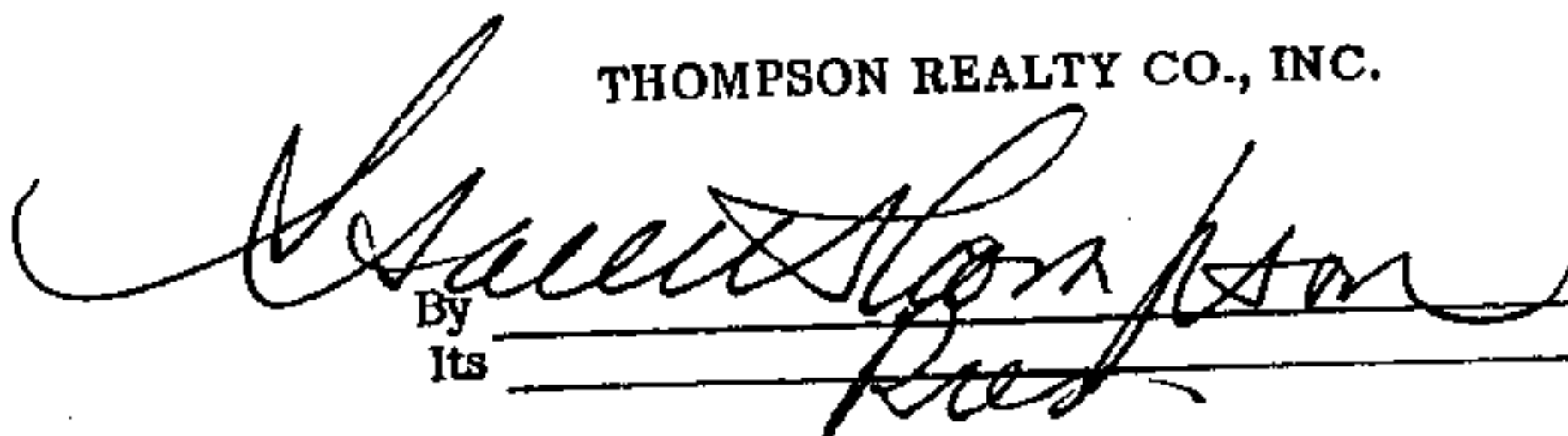
7. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and Grantee.

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

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor caused this instrument to be executed in its name and on its behalf on the 31 day of MARCH, 1986.

THOMPSON REALTY CO., INC.


By _____
Its _____

BOOK 068 PAGE 407

STATE OF ALABAMA

SHELBY COUNTY

)
:
)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that HALL W. Thompson whose name as President of Thompson Realty Co., Inc., 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 2ND day of APRIL, 1986.



Terri Winstead
Notary Public

My Commission Expires: 9/88

BOOK 069 PAGE 408

BOOK 069 PAGE 409

DUNAVANT

±393'

20'

DRIVE

A-10235.3'

CARNOUSTIE

SHOAL

CREEK

147

12'

VALLEY

ROAD

NW COR PL

BOOK 069 PAGE 410

BOOK

NORTH
8'

A-19235.4

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. CLERK
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 APR 25 AM 10:34
Thomas A. Jenkins
JUDGE OF PROBATE



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

20' B.W.W.B. R/W
SHOAL CREEK

WORK ORDER: A-13505 DATE: 12-12-85

ENGR. JRH
SCALE: 1"=100'
SEC 23-18-1 WD. P. 5483
DWG. NO.

DFTM. Thomas
CKD. JRH
APVD. JRH
SHT. 1 OF 1