

589

STATE OF ALABAMA)
SHELBY COUNTY)

157²
In consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid to Leo E. Joseph, Jr. and his wife, Janet L. Joseph (hereinafter called Grantors), the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant, bargain, sell and convey unto The Water Works and Sewer 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 SW 1/4 of the SE 1/4 of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama. The right-of-way is more particularly described as being the westernmost twenty feet of Lot 21 according to the survey of Meadowbrook 4th Sector, as recorded in the office of the Judge of Probate of Shelby County, Alabama in Map Book 7, page 67. The right-of-way is shown in red on the map attached hereto and made a part hereof and is 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

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CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL
BIRMINGHAM, ALABAMA

pipelines and such appurtenances, appliances, fixtures and equipment, 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 the westernmost twenty feet of said Lot 21, 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, except that the Grantee shall not cut or remove any trees in connection with the installation of the initial pipeline.

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

1. The Grantors hereby covenant with the Grantee that the Grantors are lawfully seized in fee simple of said premises, that they are free from all encumbrances and that they have a good right to grant to the Grantee the right-of-way granted hereby and that they 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 Grantee agrees that if said Lot 21 is now or hereafter subject to a mortgage, such mortgage shall not constitute a breach by the Grantors under this instrument.

2. The Grantors reserve 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 Grantors further agree 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 Grantors 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

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surface of the ground to be restored as nearly as practicable to its condition immediately prior to such construction, repair, relocation or removal. The Grantors acknowledge that it will require a reasonable period of time for some of such restoration work to be fully effective.

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 the use of any 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. The installation of the first pipeline to be installed in the right-of-way shall be completed within thirty days of the commencement of such installation.

7. The Grantee shall have the corners of the right-of-way marked by stakes.

8. This instrument states the entire agreement between the Grantors and the Grantee and this instrument may be modified only by a written instrument signed by the Grantors and the Grantee.

9. This instrument shall inure to the benefit of, and shall be binding upon, the Grantors and the 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 Grantors have executed this
instrument on the 30th day of July, 1987.

Leo E. Joseph, Jr.
Leo E. Joseph, Jr.

Janet L. Joseph
Janet L. Joseph

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STATE OF ALABAMA)

Jefferson COUNTY)

I, Elizabeth Kirkpatrick, a Notary Public in
and for said County in said State, hereby certify that Leo
E. Joseph, Jr., and his wife, Janet L. Joseph, whose names
are signed to the foregoing instrument, and who are known
to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, they executed
the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day
of July, 1987.

Elizabeth J. Kuskpatrick
Notary Public

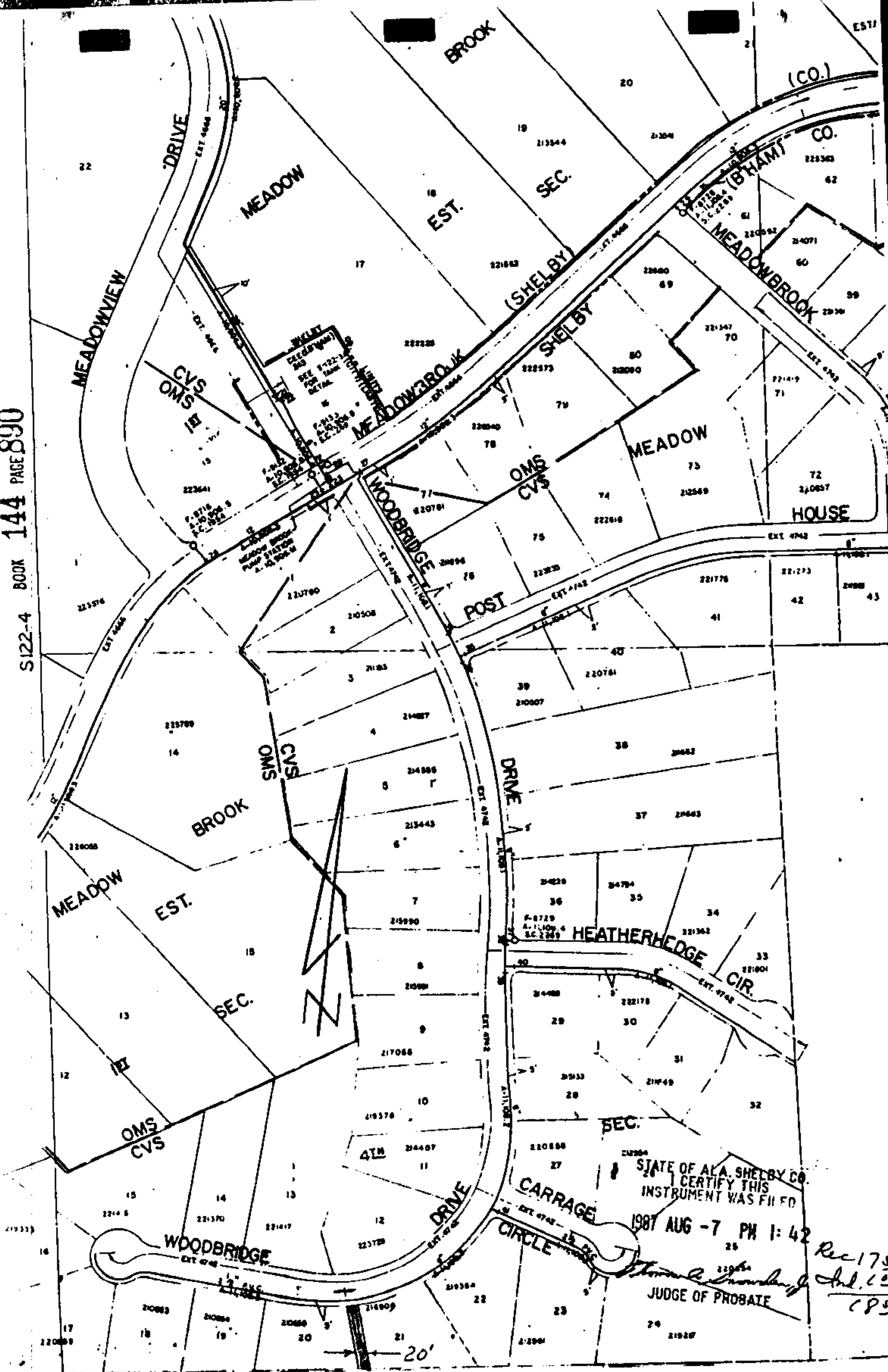
AFFIX SEAL

My Commission expires: 5/89

This instrument prepared by:

Frank C. Galloway, Jr.
1900 First National Building
Birmingham, Alabama 35203

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VM # 538
SEC. 11-19-2W
SCALE 1" = 200'

The Water Works Board of the City of Birmingham

DP S-122-