

STATE OF ALABAMA)

SHELBY COUNTY)

CORRECTIVE RIGHT-OF-WAY

WHEREAS, SCOTCH BUILDING AND DEVELOPMENT COMPANY, INC. an Alabama Corporation (hereinafter referred to as "Grantor") did grant, bargain, sell and convey to 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 referred to as "Grantee") a right-of-way as described in that certain instrument recorded in Book 163, Page 519 in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the above referenced instrument erroneously described the property across which the right-of-way is located and also erroneously described the width of said right-of-way; and

WHEREAS, the Grantor and the Grantee desire to correctly describe the location and the width of said right-of-way;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantee, the Grantee hereby releases quitclaims, grants, sells and conveys to the Grantor all of the Grantee's right, title, interest and claim in or to the right-of-way described in that certain instrument recorded in Book 163, Page 519 in the office of the Judge of Probate of Shelby County, Alabama;

TO HAVE AND TO HOLD unto the said Grantor, its successors and assigns forever; and

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a free, uninterrupted and unobstructed right-of-way thirty feet (30') in width, located within the boundaries of the SE 1/2 of the NE 1/2 of the SW 1/2 and the NE 1/4 of the SE 1/4 of the SW 1/2 of Section 12, Township 19 South, Range 2 West extending across Lot 4 according to the survey of the Broken Bow, 4th Addition and between Lots 5 and 7 Block 9 according to the Lincoln Park Survey located in unincorporated Shelby County, Alabama; more particularly shown on the map attached hereto and made a part hereof, being nine feet (9') on the east side and twenty-one (21') on the west 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 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, is 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

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property which is owned by the Grantor 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.

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 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. 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 and the Grantee have executed this instrument on the 6th day of ~~June~~^{August}, 1992.

Scotch Building and Development Company, Inc.

By: Joe A. Scotch
Joe A. Scotch, Vice President

State of Alabama)

Shelby County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joe A. Scotch whose name as Vice President of Scotch Building and Development Company, Inc., 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 this the 14th day of ~~June~~^{August}, 1992.

Richard D. Smith
Notary Public

My commission expires: 10-23-93

The Water Works and Sewer Board of City of Birmingham

By: Gene R. Hanson
Asst. General Manager
Title: Engineering & Distribution

State of Alabama)

Jefferson County)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gene R. Hanson whose name as Asst. Gen. Mgr. of The Water Works and Sewer Board of the City of Birmingham, a public 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 public corporation.

Given under my hand this the 6th day of ~~June~~^{August}, 1992.

Jammy D. Gentry
Notary Public

My commission expires: 2-14-95

Inst # 1992-16879

08/13/1992-16879
08:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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