

STATE OF ALABAMA  
SHELBY COUNTY

In consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable considerations in hand paid to Briarwood Presbyterian Church, an Alabama non-profit corporation, (hereinafter called Grantors, whether one or more), the receipt of which the Grantors hereby acknowledge, the Grantors do hereby grant, bargain, sell and convey unto Shelby County, Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted and unobstructed right-of-way twenty feet (20') in width, described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said Exhibit "A" is signed by Grantors herein for the purpose of identification, 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 sewer lines and such other appurtenances, appliances, fixtures, equipment, utility lines, and utilities, as deemed by the Grantee to be necessary or useful in connection with the transportation and collection of sewage and/or water (hereinafter collectively called Pipelines). Together with all rights and privileges necessary or convenient for the full enjoyment or use of all of the rights herein granted and conveyed, including, but not being limited to the free right of ingress and egress over and along said easement, rights-of-way and real estate described on Exhibit "A" hereto and over any property which is owned by the Grantors 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 the said right-of-way or easements, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines, facilities and other privileges and easements granted herein. The Grantee's rights of ingress and egress over the real estate and property which is owned by the Grantors and is adjacent to said right-of-way shall be limited to those times when the Grantee requires access to and from the easement for the purposes of laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing the Pipelines or other facilities installed in such rights-of-way or said easements, and such appurtenances, appliances, fixtures and equipment which the Grantee deems to be necessary or useful in connection with the Pipelines or easements.

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 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 Grantors retain ownership of said property described and reserve the right to use said real estate described on Exhibit "A" for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or facilities 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 easements or rights-of-way described on Exhibit "A" any lake or pond or any

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building or structure of any kind which would prevent or interfere with ready access to the Pipelines or facilities for any of the purposes hereinabove set forth.

3. The Grantee agrees that the pipeline or pipelines placed within the easement described on Exhibit "A" shall be buried 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. This instrument states the entire agreement between the Grantors 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 Grantors and Grantee.

5. This instrument shall inure to the benefit of, and be binding upon, the Grantors 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 Grantors have executed this instrument on the 31st day of August, 1994.

ATTEST:

BRIARWOOD PRESBYTERIAN CHURCH,  
an Alabama non-profit corporation

*Thomas F. Leonard*  
Secretary

By:

*A. Eric Johnston*  
As Its President

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that A. Eric Johnston, whose name as President of Briarwood Presbyterian Church, an Alabama non-profit 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.

31st Given under my hand and official seal, this the 31st day of August, 1994.

*Lucianne G. Pugh*  
Notary Public

My commission expires 7/22/94.

EXHIBIT "A"

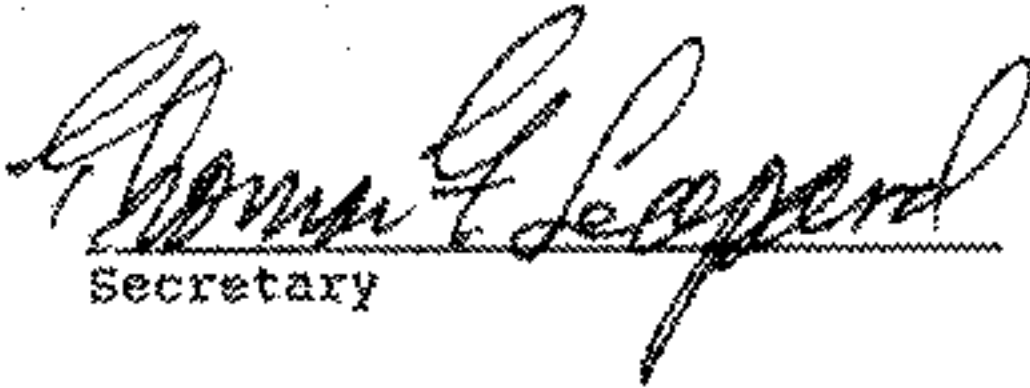
Sanitary Sewer Line Easement

Commencing at the S.E. corner of the North 1/2 of the North 1/2 of the N.W. 1/4 of the S.W. 1/4 of Section 7, Township 19 South, Range 1 West; thence N 80deg.-00'00" E and run a distance of 476.74' to the POINT OF BEGINNING of the centerline of a Sanitary Sewer Easement lying 10.0' on each side of the following described line; thence N 34deg.-24'09" E and run a distance of 203.56'; thence N 43deg.-02'54" E and run a distance of 296.18'; thence N 21deg.-45'02" W and run a distance of 167.09'; thence N 49deg.-45'45" W and run a distance of 37.51' to the end of said easement.

SIGNED FOR IDENTIFICATION BY GRANTOR:

ATTEST:

BRIARWOOD PRESBYTERIAN CHURCH,  
an Alabama non-profit corporation

  
Secretary

By:

  
As Its President

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