20050429000205260 1/6 $27.00
Shelby Cnty Judge of Probate,AL
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STATE OF ALABAMA)
JEFFERSON COUNTY)

In consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid to HIGHLAND LAKES PROPERTIES, LTD., an Alabama Limited Partnership and HIGHLAND LAKES DEVELOPMENT, an Alabama Limited Partnership (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 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 (20') in width, located within the boundaries of the Highland Lakes Survey, situated in Section 8, Township 19 South, Range 1 West in unincorporated Shelby County, Alabama, approximately as shown in red on the maps attached hereto and made a part hereof, being ten feet (10') on either side of the center line of the first water pipeline and/or appurtenances 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

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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 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 retains ownership of said property and 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 other than roadways.

3. The Grantee agrees that the water pipeline or pipelines placed within said right-of-way shall

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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 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. The Grantee agrees that should the Grantor at any time following the installation of a water main, convey a road right-of-way to the governing body, along said right of way, the right-of-way granted herein shall expire and cease to exist and become a part of the governing body's public right-of-way.

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.

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In witness whereof, the Grantor has executed this instrument on the 29th day of March, 2005.

WITNESS:

HIGHLAND LAKES DEV., LTD.

Name

President, Eddleman Properties, Inc.,
Title General Partner of Highland Lakes Dev. Ltd.

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STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned authority, in and for said County in said State, hereby certify that Douglas D Eddleman whose name as President, Eddleman Properties, Inc General Partner of Highland Lakes Development, Ltd, 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 29th day of March, 2005.

Brandy M Kimbrell
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES APRIL 4, 2006

S125-3

VALVE MAP 537
SEC. 08-19-1W

S125-2

ZONE: 3

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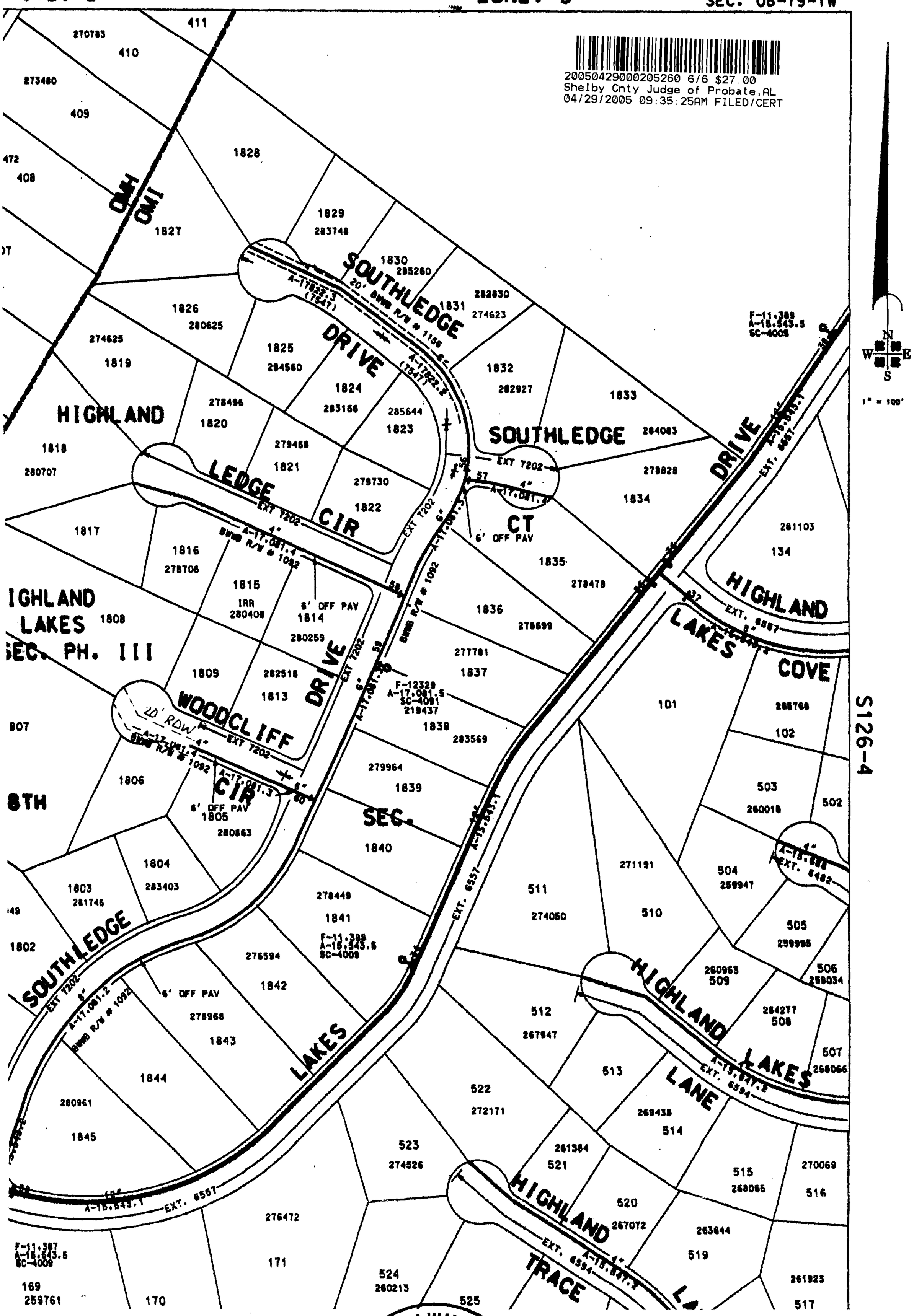

SEC 8-19-1W
D.P. S125-3
V.M. 537

BIRMINGHAM WATER WORKS
SYSTEM DEVELOPMENT
PROJECT COORDINATOR
DARRELL BRONSON

DATE: 3/18/05
SCALE: 1" = 200'
BY: D. BRONSON