

STATE OF ALABAMA )  
JEFFERSON COUNTY )  
SHELBY COUNTY )

LICENSE AGREEMENT

This Agreement made this 20th day of May, 1985, by and between The Water Works Board of the City of Birmingham (herein called Grantor) and Elias C. Watson, Frank W. Davies, Charles S. Wingard, John C. Hurst, Alexander W. Jones, Jr., William C. Wood, Robert A. Crosier, and Charles Workman (herein called Grantees):

WHEREAS, Grantor is the owner of the following described real property located in Jefferson and Shelby Counties in Township 18 South, Range 2 West:

Section 24

- SW 1/4 of SE 1/4
- SE 1/4 of SW 1/4

Section 25

- NE 1/4 of NW 1/4
- NE 1/4 of SW 1/4
- NW 1/4 of SE 1/4
- That part of the SW 1/4 of NE 1/4 which is owned by Grantor
- ✓ That part of the SE 1/4 of the NW 1/4 which is owned by Grantor
- NW 1/4 of SW 1/4
- ✓ That part of the NW 1/4 of the NW 1/4 lying North and East of Big Cahaba River
- ✓ That part of the SW 1/4 of the NW 1/4 lying Southeast of Big Cahaba River

Section 26

All property located between the Big Cahaba River and the Little Cahaba River

WHEREAS, Grantees desire to exercise certain rights and privileges upon the above-described property;

WHEREAS, Grantees are owners of property near the above-described property;



WHEREAS Grantor and Grantees have a mutual interest in preserving and maintaining the natural beauty of said property and the continued preservation of said property in a clean and sightly condition;

WHEREAS, the maintenance and preservation of said property in a clean and sightly condition will be beneficial to the above said property as well as the other property of Grantor and property of the Grantees;

WHEREAS, Grantor and Grantees desire to have the natural beauty and natural state of said property so preserved and moreover the Grantees desire to have a right to use said property for recreational purposes;

NOW, THEREFORE, in consideration of the agreements herein made and in consideration of \$50.00 in hand paid to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantees the license and privileges for the Grantees and their guests to use the property for recreational purposes, subject to the reasonable rules and regulations of the Grantor which are in effect from time to time. Grantees shall have full ingress and egress in and over said property.

The rights and privileges herein granted shall run and continue as to each Grantee as long as such Grantee or a member of his immediate family is the owner of property which is located in Township 18 South, Range 2 West, Sections 24 or 25, or Township 18 South, Range 1 West, Section 19 and which is now owned by the Grantee, but in any event all such rights and privileges shall terminate when the above described property is no longer used by the Grantor as a watershed.

The rights and privileges granted hereby do not in any way restrict or limit Grantor's use of the above described property. Grantor will not grant any conflicting license or permit; however, it is understood that canoeing will be generally allowed and that nothing herein shall prohibit the issuance of



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short-term permits to school classes, Boy Scouts, Audubon Society, or similar groups for hiking or camping in the area described.

This instrument shall be binding upon, and shall inure to the benefit of, Grantor and Grantor's successors and assigns and shall be binding upon, and inure to the benefit of, Grantees and their children.

Grantor also retains, reserves and shall continue to have full use of said property for any and all purposes.

It is expressly agreed and understood that Grantees may not construct or erect any structure or improvement upon said property or change the terrain of said property without prior written approval of Grantor and it is further agreed and understood that Grantor may make and enforce such reasonable rules and regulations with regard to said property.

This instrument to be effective upon delivery. Executed this 30 day of May, 1985.

[Signature]  
David Vann, Chairman of the Board, of The Water Works Board of the City of Birmingham, a public corporation

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON

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RECORDED & INDEXED  
FILED IN THE OFFICE OF THE CLERK OF THE COURT  
[Signature]  
CLERK OF THE COURT

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Attest: [Signature]  
Assistant Secretary

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David Vann whose name as Chairman of the Board of The Water Works 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 corporation.

Given under my and seal this 30th day of May, 1985.

[Signature]  
Notary Public



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