

Bold Springs Cemetery Inc.
Tract 1

Right of Way Deed

STATE OF ALABAMA)
COUNTY OF SHELBY)



20210201000050970 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
02/01/2021 09:54:37 AM FILED/CERT

In consideration of \$12,500.00 dollars
and other valuable consideration paid to Bold Springs Cemetery Inc.
(hereinafter referred to as "Grantor") by The Water Works 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 the "Board"), the receipt and sufficiency of which the
Grantor hereby acknowledges, the Grantor does hereby grant, bargain, sell and convey
unto the Board, its successors and assigns, an uninterrupted and unobstructed easement
and right-of-way upon, over, across, under and through the hereinafter described real
estate as shown on Exhibit "A" attached hereto.

1. The right-of-way, easement, rights and privileges herein granted shall be
used only for the purposes of, at such times and from time to time in the future as the
Board may elect, laying, constructing, installing, maintaining, operating, renewing,
repairing, changing the size of, relocating, removing and/or replacing pipelines, valves,
pump stations, pressure reducing valves and such other appurtenances, appliances,
fixtures, conduits, cables, fiber optics and equipment, whether above or beneath the
surface of the ground, deemed by the Board to be necessary or desirable in connection
with the management, operation and maintenance of a water treatment and distribution
system (hereinafter collectively referred to as "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. The Grantor

warrants that he/she has a good right to grant the right-of-way granted hereby as aforesaid and that the Grantor will warrant and forever defend said right-of-way unto the Grantee, its successors and assigns, against the claims of all persons claiming rights thereto.

2. The Grantor agrees not to place, construct, cause to be constructed, or permit to be constructed, on the above described real estate any lake or pond or any building or structure, or obstruction of any kind which would prevent ready access to, or interfere with, the Pipelines for any of the purposes hereinabove set forth.

3. The Board shall have the right to clear, cut, and trim trees or shrubbery which may encroach upon the easement area herein conveyed. Furthermore, the Board shall have the right to grade the easement as necessary for pipeline installation and maintenance purposes.

4. The Board 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 Board agrees that should the Grantor at any time following the installation of pipelines, convey a road right-of-way to the governing body, along said right-of-way, after notifying the Board of the conveyance, that portion of 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 Board in the use of the right-of-way, easement and rights hereby granted or in laying or installing Pipelines in or along the right-of-way shall result in the loss, limitation or abandonment of any right, title, interest, right-of-way, easement or estate granted hereby.



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6. By the acceptance of this instrument, the Board agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by the Board. If the Board damages the right-of-way areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

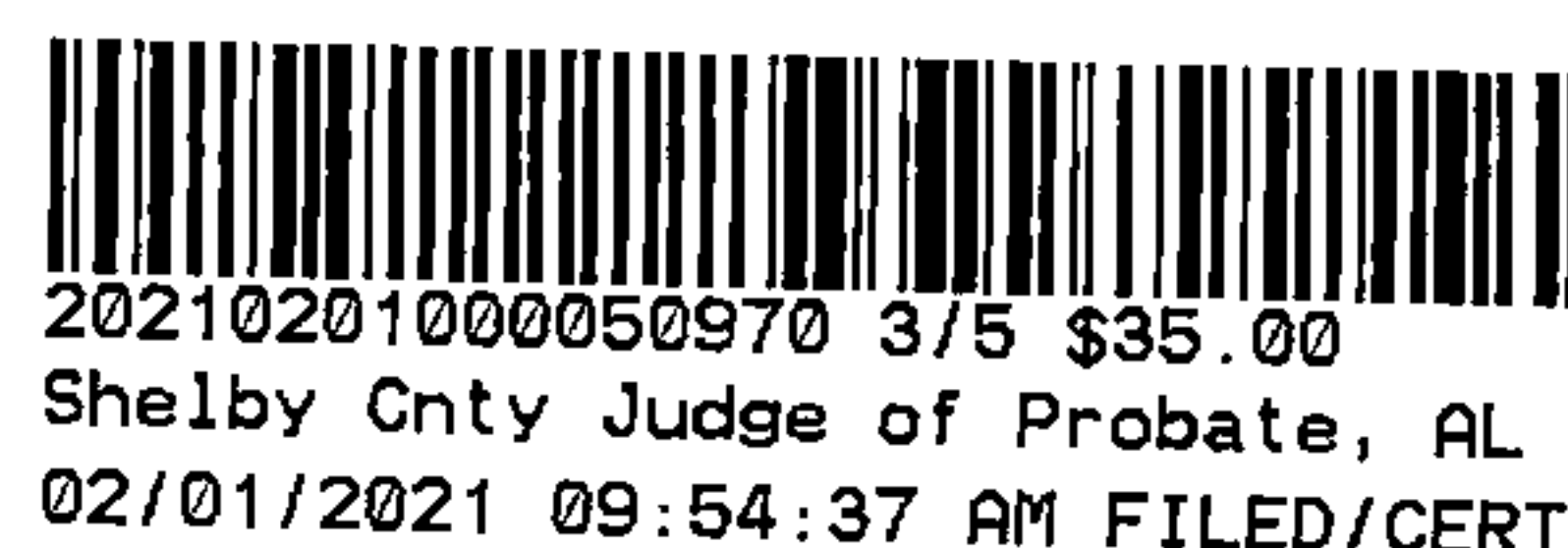
7. The Grantor reserves the absolute right to use the real estate subject to the rights herein granted for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the Board.

8. The right-of-way, easement, rights and privileges herein granted shall terminate when the purposes thereof cease to exist or are abandoned by the Board.

9. The Grantor represents and acknowledges that to his/her best knowledge, there are no liens, encumbrances or restrictions on the real estate subject to this agreement other than those set out in Exhibit "B" attached hereto.

10. This instrument states the entire agreement between the Grantor and the Board and merges into 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 the Board.

11. This instrument shall inure to the benefit of and be binding upon the Grantor and the Board and their respective heirs, successors and assigns.



To have and to hold unto the Board, its successors and assigns forever

IN WITNESS WHEREOF, the Grantor has executed this instrument on this
19th day of Dec., 2019

GRANTOR:

Bold Springs Cemetery Inc. seal

By: Ray L. Bay Trustee

Bold Springs Cemetery Inc.

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ray L. Bay whose name, as Trustee of Bold Springs Cemetery Inc a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as Trustee, and with full authority, he executed the same voluntarily on the day the same bears date, for and as the act of said Church.

Given under my hand and official seal, this 19th day of Dec, 2019

Henry Ward O'Shea

NOTARY PUBLIC

AFFIX SEAL

My commission expires: MAY 19, 2021



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Prepared by:
DAVID G Nichols PLS
Birmingham WATER WORKS
3600 1st AVE N
Bham, AL 35222

EXHIBIT "A"

Bold Springs Cemetery Inc

Tract 1

County of Shelby)

State of Alabama)

Commence at the Northeast Corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 18 South, Range 1 West; thence run south along the east line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 35.78 feet to the point of beginning of the centerline of a proposed pipeline with a variable width right of way, the right of way will extend from the southeast property line of the grantor on the left to a line 25 feet northwest of and parallel to the following described line; thence turn a deflection angle right of $35^{\circ} 42' 45''$ and run southwesterly a distance of 36.03 feet; thence turn a deflection angle left of $34^{\circ} 48' 21''$ and run southerly a distance of 240.07 feet; thence turn a deflection angle right of $36^{\circ} 06' 40''$ and run southwesterly a distance of 634.28 feet, more or less to the southwesterly property line of the grantor and the end of this right of way, containing 1.0 acres, more or less.



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