

STATE OF ALABAMA)
COUNTY OF SHELBY)

Jack Knight / Vickie W. Knight

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to the undersigned in hand paid by the City of Pelham, Alabama, a municipal corporation, the receipt whereof is hereby acknowledged, I(we) the undersigned hereby grant, bargain, sell and convey to the said City of Pelham, Alabama a permanent easement and right of way for the purpose of constructing, reconstructing, maintaining and repairing a sanitary sewer and all related appurtenancies, together with all necessary rights of access, ingress and egress thereto and therefrom, in, over under and along the following described strip or portion of land situated in the City of Pelham, Shelby County, Alabama.

To Wit:

A triangular parcel of land being 10' (ft.) wide at the Northeast Cornor of Lot 27, Chaparral, Third Sector, and tapering to a width of 3' (ft.) at the Northwest Cornor (right-of-way of Chandabrook Drive).

* Included is a 2.5' (ft.) temporary easement adjoining said permanent easement. This temporary easement is due to expire 30 days after construction.

NOTE: THIS EASEMENT IS SUBJECT TO ADDENDUM HEREIN ATTACHED.

BOOK 111 PAGE 714

TO HAVE AND TO HOLD the said easement and right of way hereinbefore granted to the said City of Pelham, Alabama, its successors and assigns forever, for the purpose stated above and for no other purpose.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) on this

19 day of November, 1986

Robert Samuel Mc Lendon

Witness:

Jack Knight

(Seal)

Vickie W. Knight

(Seal)

(Seal)

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jack and Vicki Knight

 , whose name(s) are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, have executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 19 day of Nov. 1986

Robert Gregory Carr
Notary Public

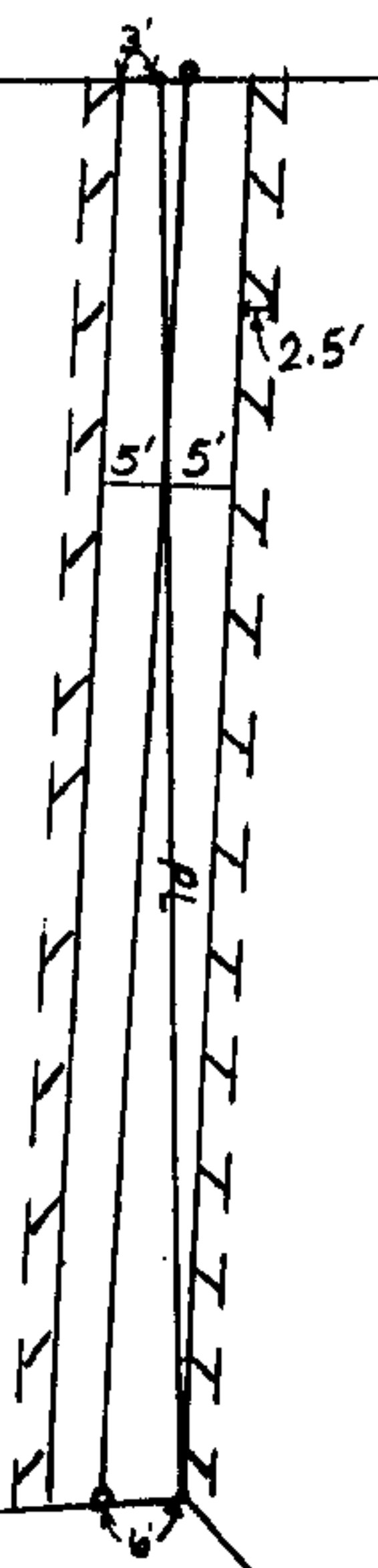
My Commission expires July 8, 1990

Chandabrook Drive

30'

30'

30'



Lot 27

Lot 26

BOOK 111 PAGE 715

Scale : 1" = 20'

ADDENDUM

This page will be recognized as an addendum to the permanent and temporary easement contracts between the City of Pelham, its successors and assigns, and

JACK M. KNIGHT, JR. & VICKI W. KNIGHT

1. As a condition of this contract, it is understood that only the trees marked & agreed upon mutually, between the City of Pelham, its successors and assigns (hereinafter referred to as the City), and the owners of the land as described above, will be damaged as a result of the sewer construction. Additionally, each tree damaged, will be replaced with another tree of not less than 8 feet in height.

2. The City will provide 1 week of notice to the owners of the land described above, prior to construction of said sewer on the land as described above. In addition, the City will provide a 24 hour notice to the owners, as confirmation of the construction.

3. The City shall remove & warrant any tree 6 inches in diameter or larger, which dies or shows signs of dying, and which stand within 10 feet of the boundaries described in the above easements. The City will replace each such tree with another tree of at least 8 feet in height. This warranty shall remain in effect for a period of not less than 24 months, beginning on the date of construction of said sewer.

4. The City will restore the land to its original condition prior to construction of the sewer, and will warrant against settling of the soil for a period of not less than 1 year, commencing on the date of construction of said sewer.

5. The City guarantees that no explosive devices of any nature, will be used in the construction of said sewer, in the easements as described above.

In Witness Whereof, we have hereunto set our hands and seals this NINETEENTH day of NOVEMBER, 1986.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JAN 26 AM 11:48

[Signature] (Seal)
Vicki W. Knight (Seal)

State of Alabama)
Shelby County)

JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JACK and VICKI KNIGHT, whose name(s) are signed to the foregoing conveyance, and who known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, have executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 19 day of Nov, 1986.

Robert Gregory Conn
Notary Public, ALA.

My Commission Expires July 8, 1990

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

RECORDING FEES

RECORDING FEES
Recording Fee \$
Index Fee
TOTAL \$

Recording Fee \$ 7.50
Index Fee 1.00
TOTAL \$ 8.50