

STATE OF ALABAMA)
)
 SHELBY COUNTY)

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to the undersigned Moncus Properties, a partnership (hereinafter referred to as "Grantor") in hand paid by the City of Pelham, Alabama, an Alabama municipal corporation, (hereinafter referred to as "Grantee"), the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, sell, and convey unto Grantee an easement, together with the right of entry and reentry from time to time, for the installation and maintenance of utilities of every kind and nature on, upon, over, through, under, and across the following described real property located in Shelby County, Alabama, and more particularly described as follows:

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 Beginning at an unnamed dedicated road off of Indian Crest Drive which touches the NE corner of NW1/4 of NW1/4 of Section 28 Township 19S; Range 2W in Shelby County and follow the North Section Line of Section 28 to the West for 484' ± to an iron and turn South along the Moncus property line for 88' ± to the back iron of Lot 10 of Campbell Ridge Subdivision. The 20 foot permanent easement lies inside the description above on the Moncus Property.

Grantor, its successors and assigns, reserves the right to use said easement for other utilities, including installation and maintenance of same.

By acceptance of this grant of easement, the above named Grantee agrees that, upon completion of the installation of any and all utilities, it will restore the surface of the easement area to substantially the same condition as existed immediately prior to the installation of any and all utilities. The above named Grantor agrees that said Grantee shall have the right, privilege and easement to cut, trim and remove any brush, trees, or other obstructions upon the hereinafter described lands, together with the right of ingress and egress to and from, over and above the hereinafter described lands, for the purpose of the installation and upkeep of any and all utilities.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

~~And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances; that it has a good right to sell and convey the same as aforesaid; and that it will, and its successors and assigns shall, warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.~~

IN WITNESS WHEREOF, the said Moncus Properties, a partnership by J. R. Moncus, Jr. & Claude McCain Moncus, its partners, who is authorized to execute this conveyance, has hereto set its signature and seal this the 26 day of June, 198 7.

By Claude McCain
Its J. R. Moncus, Jr.
St. Partner

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Claude McCain, ^{Moncus and J. R. Moncus, Jr.} whose name 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 such instrument executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 26 day of June, 198 7.

Laura Sonnam Yaron
Notary Public

My commission expires: 9-10-88

[NOTARIAL SEAL]

