

STATE OF ALABAMA

EASEMENT

SHELBY COUNTY

THIS INDENTURE made and entered into on this the 22nd day of February, 1982, by and between Moore-Handley, Inc., a corporation, hereinafter called the Grantor; and the City of Pelham, Alabama, hereinafter called the Grantee:

W I T N E S S E T H:

WHEREAS, it has been found that it is desirable to provide the necessary utilities to certain areas lying within the city limits of the City of Pelham, Shelby County, Alabama; that it has been found necessary to cross certain lands owned by the Grantor for the purpose of installing all necessary sewer mains, and other such integral parts of sewage systems;

WHEREAS, it has been found advantageous and in the best interest of Grantor and Grantee that an easement for such sewer mains be conveyed to the City of Pelham, Alabama.

THEREFORE, in consideration of the sum of One Dollar (\$1.00) and the mutual benefits accruing to the Grantor and to the City of Pelham, Shelby County, Alabama, the Grantor has this day bargained and conveyed and by these presents does hereby grant and convey unto the City of Pelham, Shelby County, Alabama, the following permanent rights, privileges and easements, in, to, along, over, through, under and across that portion of the property of the Grantor (the "Property") that is ten feet on either side of the sanitary sewer line shown on the Survey of Moore-Handley, Inc. Property in Pelham, Alabama prepared

by Allen Whitley and dated December, 1981:

The right and privilege to construct, erect, install, operate, repair, replace and maintain sewage mains on, upon, along, over, through, under and across the Property;

The right, privilege and easement to cut, trim and remove any brush, trees, or other obstructions upon the Property, together with the right of ingress and egress to and from, over and above the Property, for the purpose of the installation and upkeep of the sewage system.

Provided, however, that the Grantee will repair or replace any property of the Grantor, whether real or personal, that is damaged in any manner in the course of the exercise of the rights granted herein.

TO HAVE AND TO HOLD the above described rights, privileges, and easements unto the City of Pelham and to its assigns, together with the right of entry and reentry from time to time as occasion may require for the purpose of exercising its said rights, privileges and easements, hereinabove described.

IN WITNESS WHEREOF, Grantor has caused this conveyance to be executed in its name and on its behalf by its officers duly authorized thereto on this the day and year first above written.

ATTEST:

Its

E. L. James

MOORE-HANDLEY, INC.

By

Frank E. Kelly

Its

James H. Rasmussen

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Everette E. Kelley, whose name as Executive Vice President of Moore-Handley, Inc., a corporation, is signed to the foregoing Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the 22 day of February, 1982.

Dorcas F. Talbot
NOTARY PUBLIC

(SEAL)

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

1982 MAR -4 AM 10:00

NO TAX COLLECTED

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Rec. 4.50
Ind. 1.00
5.50

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