

AN EASEMENT, IN THREE PARTS,
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A SANITARY SEWER BY THE TOWN OF CALERA, ALABAMA

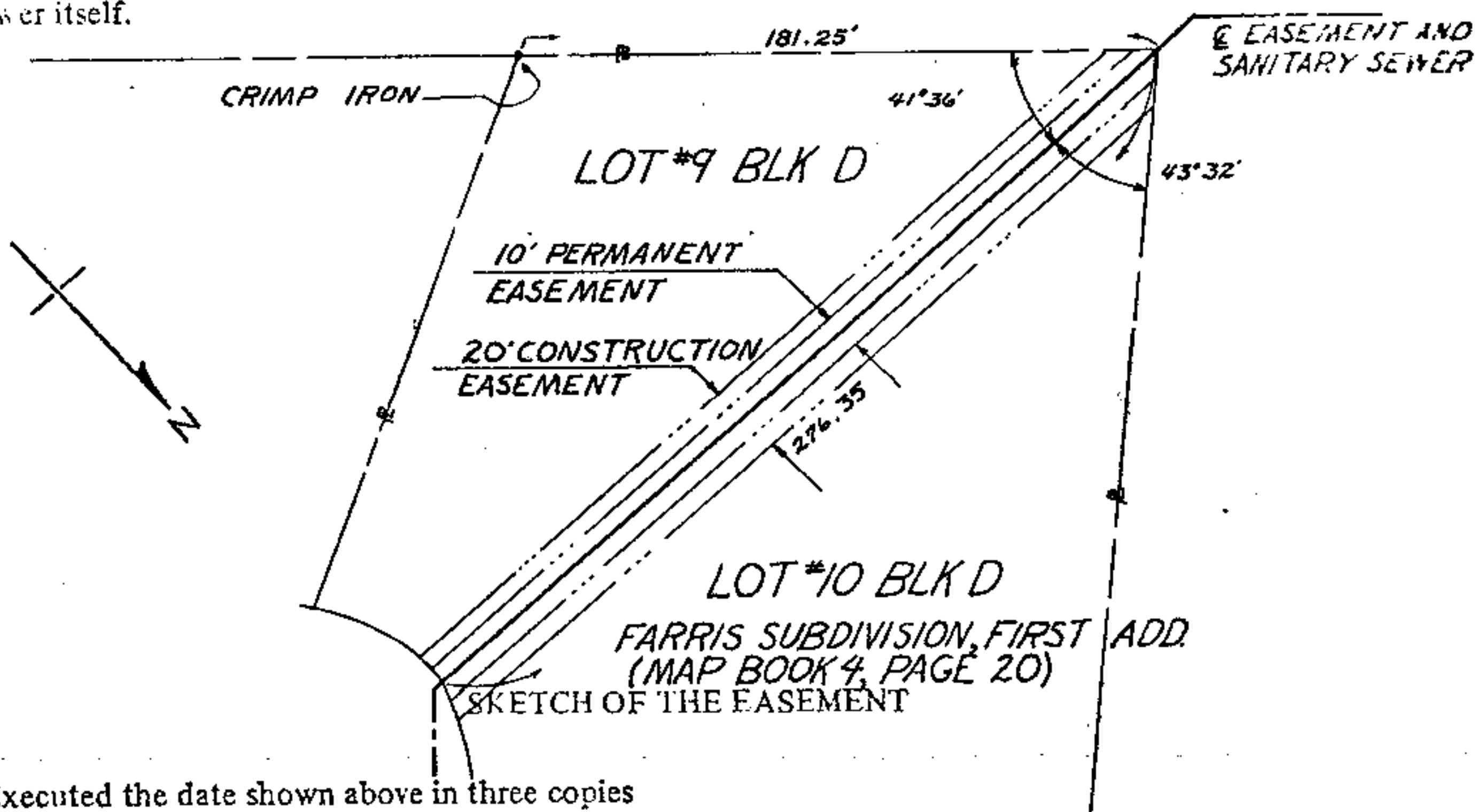
This EASEMENT, executed this 28th day of June, 1978, for the construction, operation, and maintenance of a sanitary sewer, with appurtenances, by the TOWN OF CALERA, the property of the LANDOWNER, S.M. Bird, Jr., Lot 9, located in Section 3, Township 22 South, Range 2 East, Shelby County, Alabama, as shown on the sketch below, is granted by the LANDOWNER to the TOWN for valuable considerations, the receipt and sufficiency of which are acknowledged by the LANDOWNER, for himself, and his heirs, executors, successors, and assigns. The easement is in three parts, described below:

PART I. A temporary construction easement 10 feet each side of the centerline of the sewer, for construction of the sanitary sewer as shown in the sketch below, to allow the Contractor and employees and agents of the TOWN to construct the sewer. The construction shall be with due regard to the property of the LANDOWNER. Clearing of trees, shrubs, and other vegetation is permitted within the construction easement. Debris will be removed from the property, and cleanup accomplished. This easement is granted for the duration of the sewer construction contract, and shall end when that contract is closed.

PART II. A permanent easement, 5 feet each side of the centerline of the sewer, to be taken with the land, to allow the TOWN, its employees and agents, to operate, repair and maintain the sanitary sewer, including the right of access by the TOWN, its employees and agents, or officials, and necessary related equipment. Included is the right to uncover the sewer, with the obligation to leave the LANDOWNER'S property in good repair after completion of any repair to the sewer.

PART III. Granting of this easement by the LANDOWNER to the TOWN OF CALERA will not affect the setback limits for construction with regard to Lot 9, as the setback limits existed prior to granting of the easement.

Should later court rulings or legal opinions determine that the setback limits are established from the easement line, the easement will thereon convert to an easement only for the operation and maintenance of the sewer, with no sewer easement limits defined, but existing only along the sewer itself.



Executed the date shown above in three copies

LANDOWNER:

By

S.M. Bird, Jr.

For the TOWN OF CALERA

By

George W. Roy, Mayor

Recorded the _____ day of _____, 1978, in Deed Book _____, Page _____ of the public records of Shelby County, Alabama.

WITNESS:

Patricia Bird

Patricia Bird

ATTEST:

By

Lemayne Payton, Town Clerk

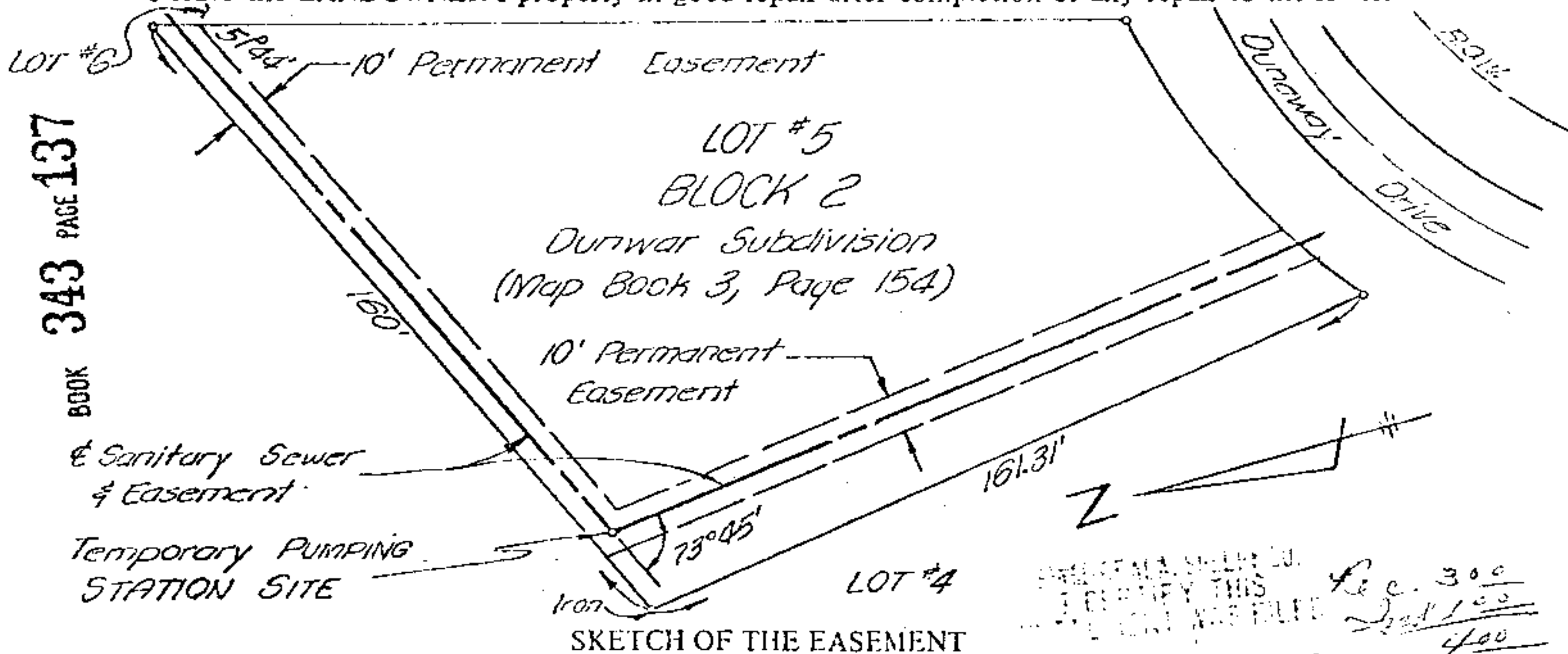
Done at Calera

FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE
OF A SANITARY SEWER, AND A TEMPORARY PUMPING STATION AND FORCE MAIN
BY THE TOWN OF CALERA, ALABAMA

This EASEMENT, executed this 28th day of June, 1978, for the construction operation, and maintenance of a sanitary sewer, with appurtenances, by the TOWN OF CALERA, across the property of the LANDOWNER, James R. Miles and Audrey Miles, located in Section , Township 24 North Range 13 East in Shelby County, Alabama, as shown on the sketch below, is granted by the LANDOWNER to the TOWN for valuable considerations, the receipt and sufficiency of which are acknowledged by the LANDOWNER, for himself, and his heirs, executors, successors, and assigns. The easement is in two parts, described below:

PART I. A temporary construction easement 10 feet each side of the centerline of the sewer, for construction of the sanitary sewer as shown in the sketch below, to allow the TOWN's Contractor and employees and agents of the TOWN to construct the sewer. The construction shall be with due regard to the property of the LANDOWNER. Clearing of trees, shrubs, and other growth is permitted within the construction easement. Debris will be removed from the property, and clean up accomplished. This easement is granted for the duration of the sewer construction contract, and shall end when that contract is closed.

PART II. A permanent easement, 5 feet each side of the centerline of the sewer, to go with the land, to allow the TOWN, its employees and agents, to operate, repair and maintain the sanitary sewer, including the right of access by the TOWN, its employees and agents, or officials, and necessary related equipment. Included is the right to uncover the sewer, with the obligation to leave the LANDOWNER's property in good repair after completion of any repair to the sewer.



This easement cancels and supersedes the easement previously executed Executed the date shown above in three copies

1982 OCT 18 AM 10:33

LANDOWNER:

WITNESS: Thomas A. Snodgrass, Jr.
JUDGE OF PROBATE

By James R. Miles
Audrey Miles

Hilda Moon
Lemoyne Moon

For the TOWN OF CALERA

ATTEST:

By George W. Roy
George W. Roy, Mayor

By Lemoyne Payton
Lemoyne Payton, Town Clerk

Recorded the day of , 197 , in Deed Book , Page , of the public records of Shelby County, Alabama.

Address of Owner:
James R. Miles
P. O. Box 155
Calera, Alabama 35040