

145-1
STATE OF ALABAMA)
SHELBY COUNTY)

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, in hand paid by the City of Pelham, a municipal corporation, to the undersigned grantor(s), the receipt and sufficiency of which is hereby acknowledged, I(we), the undersigned grantor(s), do grant, bargain, sell and convey hereby unto City of Pelham, a municipal corporation, an easement granting unto said City full and absolute right and privilege to enter upon, cut, grade, slope, and/or construct embankments upon, remove dirt and rock from, and reconstruct driveways, sidewalks, and/or steps upon, the hereinafter described parcel of land, all of which rights and privileges are hereby acknowledged by the grantor(s) herein to be necessary to enable City of Pelham to establish sanitary sewerage facilities (adjacent and contiguous to said parcel of land hereinafter described.)

The easement granted hereby shall be temporary, the duration of which shall be for the period of construction of said project and for thirty (30) days thereafter, and in no event to exceed a period of eighteen (18) months, said time period to begin with the commencement of said construction upon the property of the grantor, same being situated in the City of Pelham, Shelby County, Alabama, and described

Bill Overstreet

as follows:

A fifteen foot wide parcel of land being 7.5 feet each side of line which intersects the North boundary 119.45 feet East of the Northwest corner, and the South boundary 110.23 feet East of the Southwest corner; Also the West 77.73 feet of the South 10 feet, of Lot 1, Cahaba Valley Estates, Second Sector, as situated in the N1/2 of the NW1/4 of the NE1/4, Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

On completion of such construction and installation, the City of Pelham shall replace and restore all fences, walls, sidewalks, steps, flowers, shrubs, trees, grass, or other structures or landscaping which may have been relocated, removed, or damaged during the construction. And the City of Pelham shall pay to the grantor reasonable compensation for such fences, walls, or structures which may not be replaceable and for such vegetation as may have been damaged or destroyed during such construction.

The City of Pelham shall also bear a duty not to impair the existing septic tank located on the above described property, and agrees to be responsible and to pay reasonable compensation to the grantor in the event that the septic tank is damaged or impaired during the course of construction.

The City of Pelham further agrees to be responsible, and to indemnify and hold harmless the grantor, from any and all claims which may arise as a result of damage or injury occurring during the course of construction.

The grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes

which do not interfere with and prevent the use by the grantee of the within easement.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this the 23rd day of January, 19 87.

WITNESS:

Dona J. Martin

STATE OF ALABAMA)
SHELBY COUNTY)

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

1987 FEB 17 AM 11:08

7.50

1.00

8.50

I, Debbie Schmidtke Street, a Notary Public in and for said County, in said State, hereby certify that Dona J. Martin, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the 23rd day of January, 19 87.



Debbie Schmidtke Street
NOTARY PUBLIC