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This instrument was prepared by Conwill & Justice, P.C.
Attorneys at Law, P. O. Box 557
Columbiana, Alabama 35051

SEWER EASEMENT

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That in consideration of permission to tap on sewer system
without payment of tap-on fee

to the undersigned grantor (whether one or more), in hand paid
by the grantee herein, the receipt whereof is acknowledged, I
or we, Mary Nell Millstead Skelton, a widow

(herein referred to as grantor, whether one or more), grant,
bargain, sell and convey unto THE CITY OF COLUMBIANA, ALABAMA,
a municipal corporation (herein referred to as grantee, whether
one or more), a perpetual easement or right-of-way over and
across the following described real estate located in Shelby
County, Alabama:

The area extending along and 10 feet to either side of
the centerline of the Highway 25 and County road 37
sewer extension beginning at station 0+00 and continuing
to station 3+34.92, being more specifically described as
follows:

Commence at the NE corner of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 26,
Township 21 South, Range 1 West and proceeding South
along the Eastern line of said $\frac{1}{4}$ - $\frac{1}{4}$, for a distance of
690.90 feet; thence turn an angle of 83 deg. 00 min. 30
sec. right and proceed in a Westerly direction a dis-
tance of 603.91 feet; thence turn an angle of 76 deg.
26 min. 00 sec. right and proceed in a Northwesterly
direction a distance of 827.00 feet to a point on the
existing sewer (line "E", Alternate no. 1, Project no.
SM-SP-PF-83-020). Thence turn an angle of 47 deg. 23
min. 35 sec. left and proceed a distance of 112.48 feet
along the existing sewer line to a point which is
station 0+00 on the Highway 25 and County Road 37
sewer extension and which is the beginning of the
centerline for the easement. Turn an angle of 111 deg.
15 min. 50 sec. left and proceed in a Southerly direction
along the center line of the easement a distance of
202.19 feet; thence turn an angle of 28 deg. 18 min. 20
sec. left and continue a distance of 132.73 feet to the
end of the centerline of the easement.

This easement or right-of-way is for the purpose of
clearing, trenching for, laying, constructing, maintaining and
repairing sewers or pipelines or pumps necessarily or conveniently

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incident to city's general plan of a sewage disposal system, with all of its necessary apparatus and appurtenances.

Grantors hereby agree that they, and their heirs, executors, administrators, grantees and assigns, will permit the city by and through its proper officers, agents or employees at any and all time, when necessary or convenient so to do, to go over and upon the described land in order to perform any and all acts necessary or convenient for city in order to maintain or repair the sewer or sewers or pipelines or pumps or other apparatus and properly to carry into effect the purposes for which this grant and easement is made.

Grantors agree not to molest, disturb or in any manner interfere with city's officers, agents or employees in regard to clearing, trenching for, laying, constructing, maintaining or repairing the sewers or pipelines.

In consideration of the payment of said sum of N/A dollars by city to grantors, grantors do hereby and herewith release and relinquish unto city any and all right, claim or demand that they or either of them may now or hereafter have against city in connection with the construction of the sewers.

The easement, rights, and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant.

In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the above-described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities contemplated by this grant.

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Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

Grantee shall have the right to permit others to use or cross said easement in order to hook up to or tap on any sewer line constructed within said easement.

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

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, its successors and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators 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, I (we) have hereunto set my (our) hand(s) and seal(s) this 6th day of April, 1990.

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

90 APR 18 PM 1:56

Thomas A. Jester, Jr.
JUDGE OF PROBATE

State of Alabama
Shelby County

Mary Nell Milstead Skelton (SEAL)
Mary Nell Milstead Skelton (SEAL)

NO TAX COLLECTED (SEAL)
1. Deed Tax — \$ —
2. Mtg. Tax — \$ —
3. Recording Fee — \$ 7.50
4. Indexing Fee — \$ 4.00 (SEAL)
5. No Tax Fee — \$ 1.00
6. Certified Fee — \$ 1.00
Total — \$ 12.50

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Nell Milstead Skelton, a widow, 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of April, 1990.

William R. Jester
Notary Public

