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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)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of \$1.00 and 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, Frieda Bush, a single woman (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:

Beginning at the Northwest corner of Lot 3, Cleryland Subdivision as recorded in Map book 10, page 95 in the Probate Judges Office of Shelby County, said point being a point on the East right-of-way line of Egg & Butter Road; thence run South-westerly along said right-of-way a distance of 200 feet to a point; thence turn an angle of 90° to the left and run a distance of 15 feet to a point; thence turn an angle of 90° to the left and run a distance of 201.18 feet to a point; thence turn an angle of 85° 29' 52" to the left and run 15.05 feet to the point of beginning

It is understood that there will be no unsightly or objectionable apparatus placed above the ground surface on this 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

City of Columbiana
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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 \$1.00 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.

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 26 day of September 19 90.

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

90 OCT 16 AM 10:16

JUDGE OF PROBATE

Frieda Bush (SEAL)
Frieda Bush

(SEAL)

(SEAL)

(SEAL)

1. Deed Tax	
2. Notary Fee	1.00
3. Recording Fee	5.00
4. Return Fee	1.00
5. Copy Fee	1.00
6. Certified Fee	1.00
Total	9.00

State of Alabama
Shelby County

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Frieda Bush, a single woman, 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 26 day of September, 1990.

James B. Shelton
Notary Public

Commission expires 1-4-94

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