

STATE OF ALABAMA
SHELBY COUNTY

In consideration of the sum of One and no/100 (\$1.00) Dollar and other valuable considerations in hand paid to Joe DeMarco (hereinafter called Grantor, whether one or more), the receipt of which the Grantor hereby acknowledge, the Grantor does hereby grant, bargain, sell and convey unto City of Pelham, Alabama (hereinafter called Grantee), its successors and assigns, a free, uninterrupted, unobstructed and unrestricted permanent right-of-way thirty feet (30') in width and a temporary construction easement fifty (50) feet in width, all as is described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein, which said Exhibit "A" is signed by Grantor herein for the purpose of identification, for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing at will one or more sewer lines and such other pertinent appliances, fixtures or equipment, utility lines and utilities as deemed by the Grantee to be necessary or useful in connection with the transportation and collection of sewage and/or water (hereinafter collectively called "pipelines"). Together with all rights and privileges necessary or convenient for the full enjoyment or use of all of the rights herein granted and conveyed, including, but not being limited to, the free right of ingress and egress over and along said easement, right-of-way and real estate described on Exhibit "A" hereto together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear all trees, brush, undergrowth and other obstructions, whether located upon or near the said right-of-way or easements, to the extent necessary to permit the full enjoyment of the rights and privileges herein conveyed, and the protection of the Pipelines, facilities and other privileges and easements granted herein.

The above described property constitutes no part of the homestead of Grantor herein.

The rights and privileges herein conveyed are given, granted and accepted upon the following conditions and subject to the following stipulations:

1. The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of said premises, that they are free from all encumbrances and that he has a good right to grant to the Grantee the right-of-way granted hereby and that he will warrant against all claims, liens and encumbrances, except the lien for current real estate ad valorem taxes which are not delinquent, and any other liens or encumbrances which are approved in writing by the Grantee.

2. The Grantor retains ownership of said property described and reserves the right to use said real estate described on Exhibit "A" for any purpose and in a manner which will not unreasonably endanger or interfere with the Pipelines or facilities or the use or enjoyment of the rights and estates granted to the Grantee by this instrument.

The Grantor further agrees not to construct, cause to be constructed, or permit to be constructed, on said easements or rights-of-way described on Exhibit "A" any lake or pond or any building or structure of any kind which would prevent or interfere with ready access to the Pipelines or facilities for any of the purposes hereinabove set forth.

3. The Grantee agrees that the pipeline or pipelines

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further agrees that following the construction, repair, relocation or removal of any such pipeline, grantee will cause the surface of the ground to be restored as nearly as practicable to its former condition.

4. As additional consideration for the execution by the owners of the easement herein contained, grantee agrees that upon request from the grantor herein, grantee will waive charges for and make a single individual residential or commercial tap to the sewer for grantor's use. The grantor shall pay for any additional taps which he requests at regular rates. The Grantor understands and agrees that there will be a regular monthly service charge in connection with the use of all sewer taps. All sewer services shall be in accord with all applicable rules and regulations promulgated from time to time and as amended by grantee. In addition to the one free tap herein provided for, grantor shall, at regular tap rates, be allowed to make additional future taps as grantor shall desire, subject only to the overall general then existing carrying capacity of the sewer line and sewer system of the grantee.

5. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Grantor and Grantee.

6. This instrument shall inure to the benefit of, and be binding upon, the Grantor and Grantee and their respective heirs, successors and assigns.

To have and to hold unto the Grantee, its successors and assigns forever.

In witness whereof, the Grantor has executed this instrument on the 31st day of December, 1993.

Joe DeMarco
Joe DeMarco

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joe DeMarco, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December, 1993.

Jim E. Roubt
Notary Public
My Comm. Expires 4/6/95

Exhibit "A"

State of Alabama (DeMarco) Property

A permanent sanitary sewer easement lying in the SW 1/4 of the SE 1/4 of Section 14, Township 20S, Range 3W, and north and east of the Louisville and Nashville Railroad Right-of-Way (100' ROW). The sanitary easement lying 15 ft each side of the centerline of the said sewer and a temporary construction easement lying 25' each side of the centerline of said sewer located on the parcel of land described in Map Book 272 Pages 641-649. the centerline of the sanitary sewer easements more particularly described as follows: Commence at the SW corner of the NW 1/4 of the SE 1/4 of said Section 14; thence in a easterly direction, along the south line of said 1/4-1/4 section a distance of 350.61 ft, more or less, to the POINT OF BEGINNING of said sanitary sewer easements; thence turn 53deg03'41" right in a southeasterly direction a distance of 63.33 ft, more or less; thence turn 1deg46'03" left in a southeasterly direction a distance of 390 ft, more or less, thence turn 80deg33'21" right, in a southwesterly direction a distance of 40 ft more or less, to a point on the northeast right-of-way line of the Louisville and Nashville Railroad, said point being end of said easements.

SIGNED BY GRANTOR FOR IDENTIFICATION:



Joe DeMarco

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