

STATE OF ALABAMA )  
COUNTY OF SHELBY )

EASEMENT

THIS INDENTURE made and entered into on this the 24th day of February, 1994 by and between Bobby L. & Carrie Sue Hinds (hereinafter called "Grantors") and the City of Pelham, Alabama (hereinafter called "Grantee").

WHEREAS, it has been found to provide the necessary utilities to certain areas lying within the city limits of the City of Pelham, Shelby County, Alabama, that it has been found necessary to cross certain lands owned by the Grantors for the purpose of installing all necessary sewer and water mains, and other such integral parts of water systems and sewage systems.

WHEREAS, it has been found advantageous and to the best interest of Grantors and Grantee that an easement for such water and sewer mains be conveyed to the City of Pelham, Alabama.

THEREFORE, in consideration of the sum of One and no/100 Dollar (\$1.00) and the mutual benefits accruing to the Grantors and to the City of Pelham, Shelby County, Alabama, the Grantors have this day bargained and conveyed and by these presents do hereby grant and convey unto the City of Pelham, Shelby County, Alabama, the following right, privilege and easement, in, to, along, over, through, under, and across the hereinafter described lands:

Township 20 South, Range 3 West, Section 23: SE $\frac{1}{4}$  NE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NE $\frac{1}{4}$ , City of Pelham, Shelby County, Alabama

P.O. Box 277

Pelham, AL

35124

03/04/1994-07090  
08:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 12.00

Inst # 1994-07090

IT IS AGREED by and between the Grantors and Grantee that Grantors grant to the City of Pelham a temporary easement fifty (50) feet in width, this dimension being twenty-five (25) feet to each side of the center line of the proposed water or sewer line and a thirty (30) feet wide permanent easement, this dimension being fifteen (15) feet on each side of the proposed water or sewer line, as constructed and/or shown on the plans \_\_\_\_\_ entitled \_\_\_\_\_.

IT IS FURTHER AGREED by and between the Grantors and Grantee that Grantee shall pay the sum of Five Thousand and no/100 Dollars (\$5,000.00) to Grantors for damages to the covered lands caused by any construction activities.

TO HAVE AND TO HOLD the above described right, privilege; and easements unto the City of Pelham and to its assigns, together with the right of entry and reentry from time to time as occasion may require for the purpose of exercising its said rights, privileges and easements, hereinabove described.

IN WITNESS WHEREOF, we, Bobby L. & Carrie Sue Hinds, have hereunto set our hands and seals on this the day and year first above.

Kenneth W. Walker  
Witness

Bobby L. Hinds  
BOBBY L. HINDS

Kenneth W. Walker  
Witness

Carrie Sue Hinds  
CARRIE SUE HINDS  
Inst. # 1994-07090

03/04/1994-07090  
08:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 12.00