

STATE OF ALABAMA

EASEMENT

SHELBY COUNTY

THIS INDENTURE made and entered into on this the 24th
day of Feb. 1994 by and between Portera Motor Co.

hereinafter called Grantors; and the City of Pelham, Alabama, hereinafter called the Grantee;

WITNESSETH,

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 two thousand (\$2000)
_____ 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:

The City of Pelham agrees to connect ^{the} Portera Motor Company ^{Property} to the City sewer system at no cost to Portera. Monthly sewer charges will be waived as long as Portera Motor Company owns the property. The City further agrees that the sewer line will be constructed adjacent to the creek and construction;

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will not encroach on the filled portion of the Portera property. In the event that encroachment or any displacement of the automobiles stored on the property does occur the City and Portera will agree on additional compensation for such encroachment.

In return for the easement herein granted the City agrees to pay Portera Motor Company two thousand dollars (\$2,000.00) in damages.

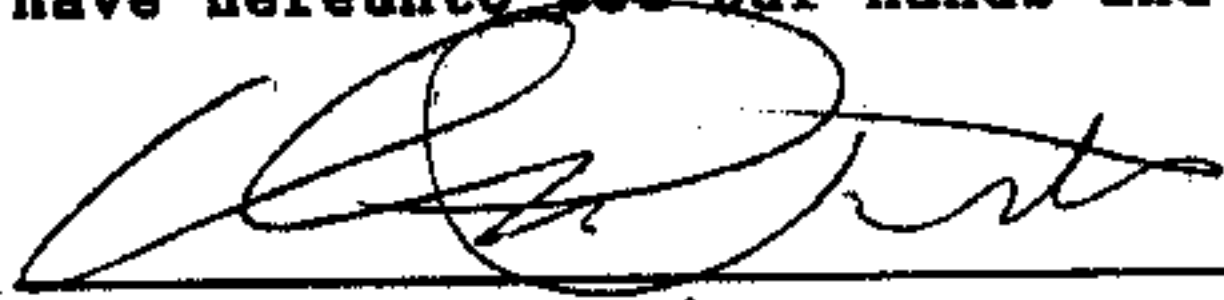
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IT IS AGREED by and between the Grantors and Grantee that Grantors grant to the City of Pelham a temporary easement fifty (50) feet in width, this dimension being 25 feet to each side of the center line of the proposed water or sewer line and a thirty (30) foot 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 _____

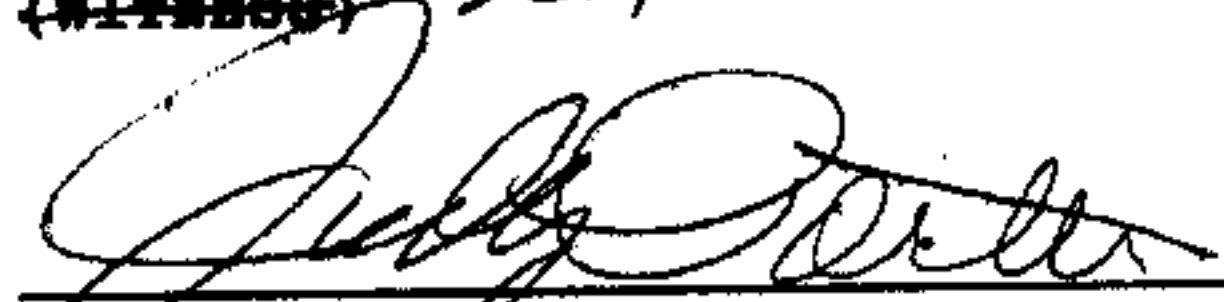
TO HAVE AND TO HOLD the above described right, privilege, and easements unto the City of Pelham and to its assigns, together with the right of entry and reentry from time to time as occasion may require for the purpose of exercising its said rights, privileges and easements, hereinabove described.

IN WITNESS WHEREOF, we Charles & Judy Portera

have hereunto set our hands and seals on this the day and year first above


(WITNESS) Seal

 (SEAL)
Witness


(WITNESS) Seal

 (SEAL)
Witness

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