

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Pelham, Alabama, a municipal corporation, to the undersigned grantor(s), the receipt whereof is hereby acknowledged, I (we) the undersigned do hereby grant, bargain, sell and convey to the City of Pelham, Alabama a utility easement thirty feet (30') in width.

Easement is shown on attached Exhibit "A".

The City of Pelham agrees that following any construction or repair within the easement, the City will restore the ground to its original contour and replace damaged grass with sod, replace all shrubbery damaged and replace or repair all damaged asphalt, concrete storm drainage, headwalls, etc. The City will make every reasonable effort to preserve as many trees as practicable and no trees in the lawn area will be disturbed. In lawn areas, restoration will be done with the same type grass as removed. Furthermore, all manholes on grantor(s) owners property will be terminated below grade or as indicated on Exhibit "A".

The City of Pelham further agrees that a sewer tap will be placed in the gravity flow line and terminated at a location chosen by the grantor(s) owners (not to be located under driveways nor exceed 150 feet in length). The property as long as owned by one or both of the undersigned shall be exempt from any sewer tap charge and no monthly service charges shall be applicable. The City's mandatory connection and payment regulation is hereby waived.

The City of Pelham hereby agrees to indemnify and hold harmless the owners, their successors and assigns from and against all damages, losses, claims, threats, injuries, liabilities, attorneys fees and any other loss or expense arising from or related to the use, construction or repair of the easement granted herein.

TO HAVE AND TO HOLD the said easement hereinafter granted to the said City of Pelham, Alabama, its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal(s) this 10 day of NOVEMBER, 1997.

W. Paul Quinn
For the City of Pelham, Alabama

William S. Windle
WINDLE

Sworn to and subscribed before me this 10th day of November, 1997

Cezayir D. Butler
Notary Public

My commission expires 11/2000

Notary Seal

Sworn to and subscribed before me this 10th day of Nov., 1997

Leah M. Grant
Notary Public

My Commission expires NOVEMBER 4, 2001

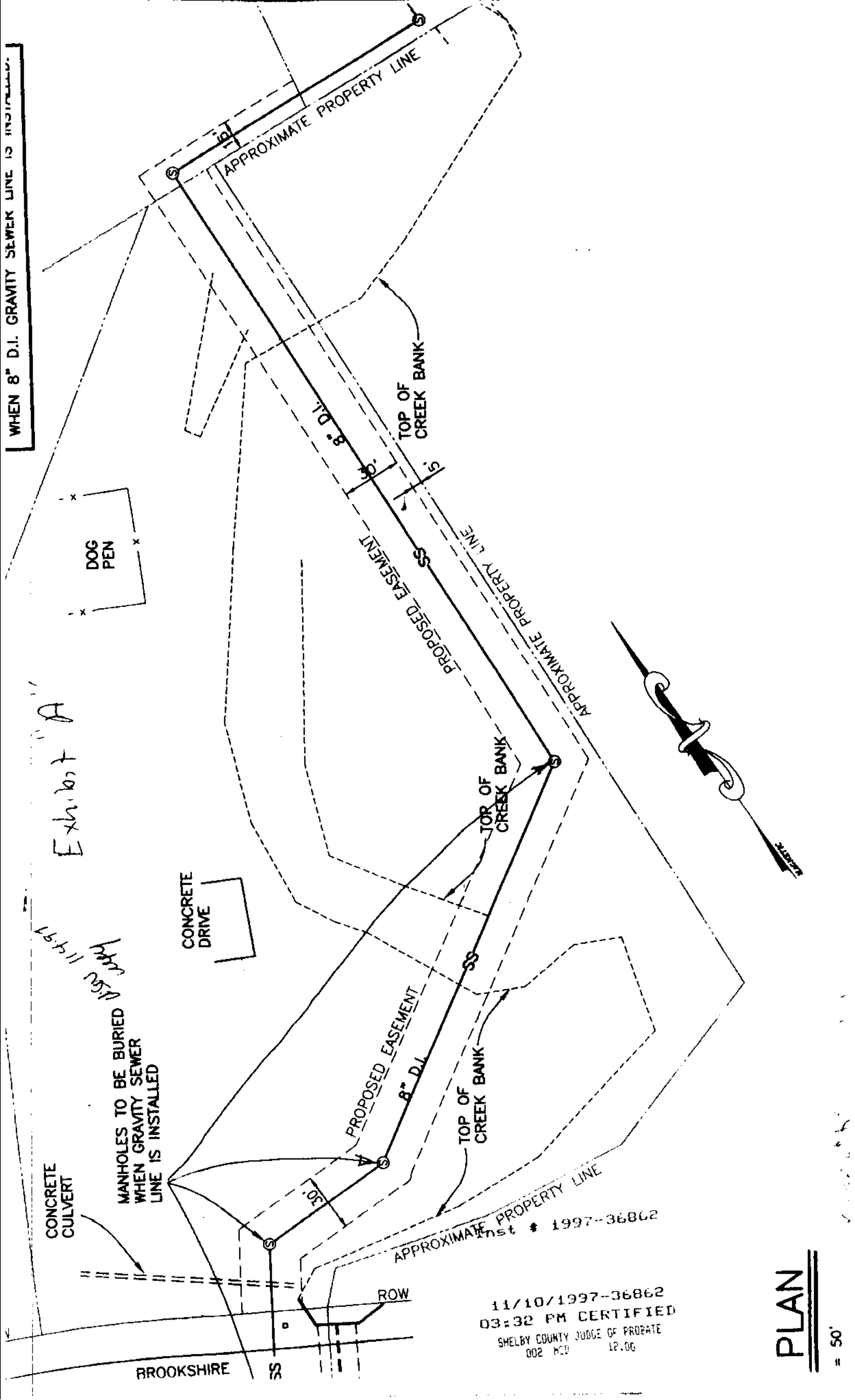
Inst. # 1997-36862 Notary Seal

11/10/1997-36862
03:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 12.00

NOV 11/10/97
SEWER LINE WILL BE RATED AROUND LOT (36") TREE ON
EAST SIDE OF CREEK. EASEMENT WILL BE DISTURBED ACCORDINGLY.

1997-36862

WHEN 8" D.I. GRAVITY SEWER LINE IS INSTALLED



DOG PEN

CONCRETE DRIVE

CONCRETE CULVERT

MANHOLES TO BE BURIED WHEN GRAVITY SEWER LINE IS INSTALLED

ROW

BROOKSHIRE

11/10/1997-36862
03:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCU 12.06

PLAN

= 50'