

STATE OF ALABAMA

SHELBY COUNTY

EASEMENT

THIS INDENTURE made and entered into on this the 27 day of Feb 2001
_____, by and between Southmark Properties, LLC and

Interstate Restaurant Investors, LLP

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

WITNESSETH:

WHEREAS, it has been found necessary to provide 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 necessary sewer and/or water mains and other such integral parts of sewer and water systems;

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

THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration 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: **(SEE ATTACHED EXHIBIT "B")**

Inst # 2001-12327

04/03/2001-12327
04:13 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NB 17.50

IT IS AGREED by and between the Grantors and Grantee that Grantors grant to the City of Pelham a temporary construction easement fifty (50) feet in width, this dimension being twenty-five (25) feet to each side of the centerline of the proposed sewer and/or water line and a thirty (30) foot wide permanent easement, this dimension being fifteen (15) feet each side of centerline as described in Exhibit B. Temporary easement to be abandoned after constructed. Grantor, its successors and assigns, reserve the right to utilize the surface area comprised by this easement for any purposes except that no permanent buildings may be constructed thereon.

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 re-entry 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, _____

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

W. R. Robertson
(Witness)

W. R. Robertson
(Witness)

(Witness)

(Witness)

Interstate Restaurant Investors, LLP

By: John W. Klee (SEAL)

Southmark Properties, LLC

By: James A. Brown (SEAL)

I-IV: MANAGER
(SEAL)

(SEAL)

City Clerk

EXHIBIT "B"

COMMENCE AT THE NW CORNER OF SAID SECTION 24, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE S 87 DEG-46'-00" E A DISTANCE OF 1669.02; THENCE S 18 DEG-40'-00" W A DISTANCE OF 190.46; THENCE S 11 DEG-40'-00" W A DISTANCE OF 369.40'; THENCE N 81 DEG-15'-00" E A DISTANCE OF 37.50'; THENCE S 14 DEG-37'-00" W A DISTANCE OF 75.00'; THENCE S 81 DEG-15'-00" W A DISTANCE OF 37.50'; THENCE S 11 DEG-50'-58" W A DISTANCE OF 209.97'; THENCE S 17 DEG-12'-34" W A DISTANCE OF 410.69'; THENCE S 3 DEG-59'-34" W A DISTANCE OF 667.56'; THENCE N 81 DEG-02'-26" W A DISTANCE OF 246.20'; THENCE S 39 DEG-02'-26" E A DISTANCE OF 142.52 TO THE POINT OF BEGINNING OF A 30' PERMANENT UTILITY EASEMENT AND A 50' TEMPORARY CONSTRUCTION EASEMENT LYING 15' AND 25' RESPECTIVELY EITHER SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE; THENCE S 84 DEG-28'-20" E A DISTANCE OF 94.71'; THENCE S 89 DEG-11'-19" E A DISTANCE OF 50.53'; THENCE N 86 DEG-09'-10" E A DISTANCE OF 49.64'; THENCE N 81 DEG-14'-02" E A DISTANCE OF 50.16'; THENCE N 74 DEG -55'-55" E A DISTANCE OF 49.25'; THENCE N 72 DEG-02'-50" E A DISTANCE OF 35.92'; THENCE S 62 DEG-40'-27" E A DISTANCE OF 44.77' TO THE END OF SAID CENTERLINE AND SAID EASEMENTS.

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