

## PERMANENT EASEMENT DEED

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Two Mountains, LLC. (GRANTOR), does hereby grant, bargain, sell, and convey unto the City of Pelham, Alabama, an Alabama municipal corporation (GRANTEE), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across, a strip of land for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, fire hydrants, with appurtenances, and the right to install and maintain other utilities at the sole discretion of the GRANTEE. Said strip of land being more particularly described as follows:

The above described easement is as shown on the attached Exhibit "A"

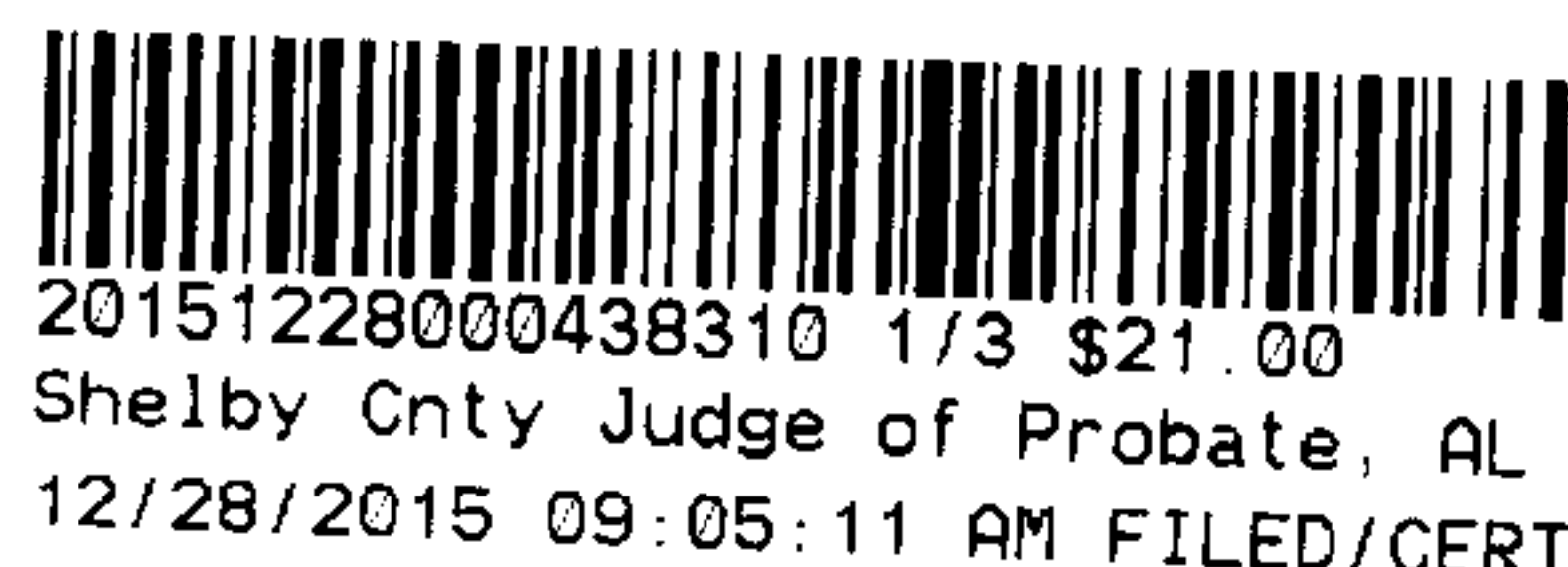
The GRANTEE shall have the right and privilege of perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonable necessary for the avoidance of danger in and about said public use of said strip.

The GRANTEE shall have free access, ingress and egress to and from said land of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those proposed on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the GRANTEE to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The GRANTEE shall also have the right to temporarily place dirt and materials on adjacent lands for the GRANTOR for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

The GRANTEE agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases the GRANTEE, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises



and repair of said water line and the undersigned does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

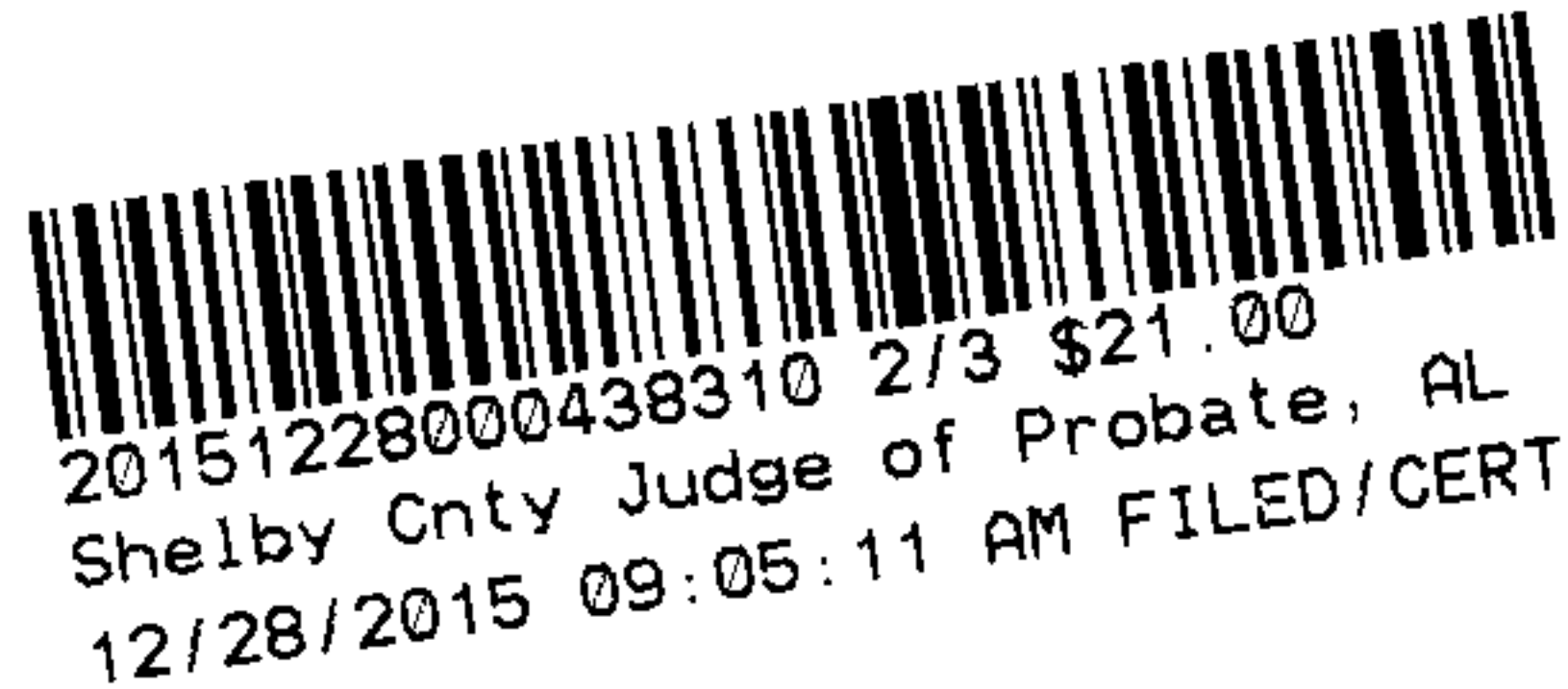
And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, its successor and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, Two Mountains, LLC, as GRANTOR, has hereunto set his or her hand and seal, all on this 6th day of November, 2015.

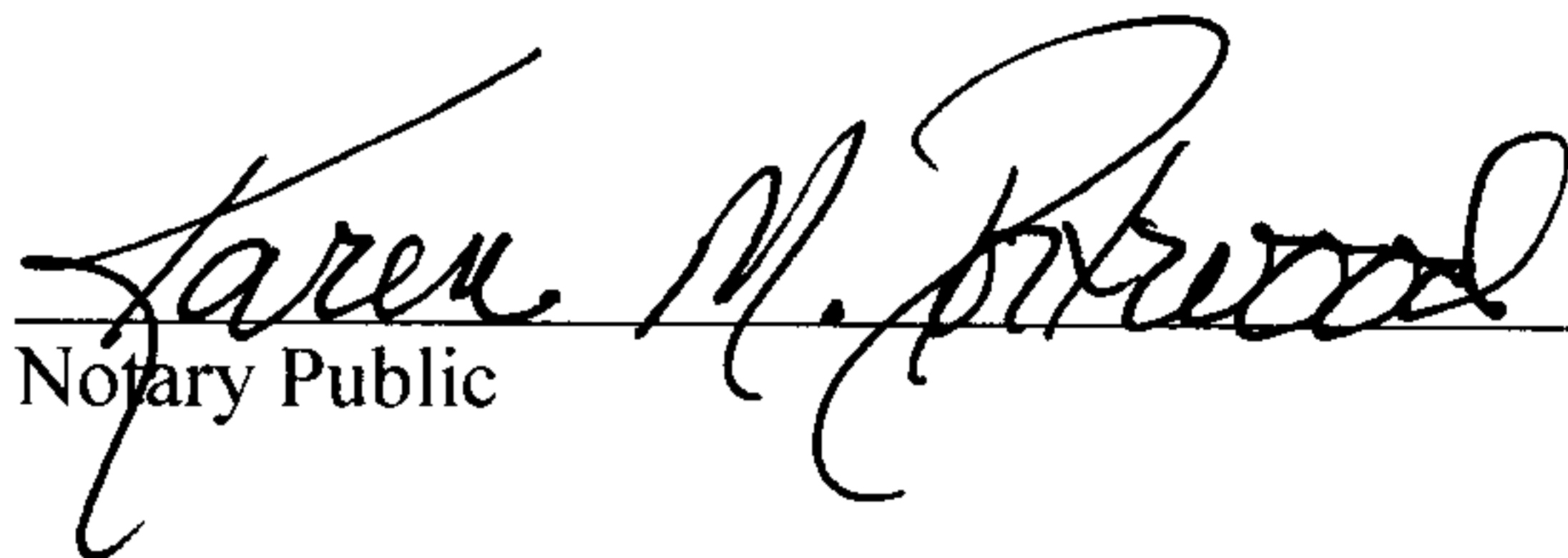
  
\_\_\_\_\_  
William D. Brogdon, President and CEO GRANTOR/TITLE

STATE OF ALABAMA )  
SHELBY COUNTY )

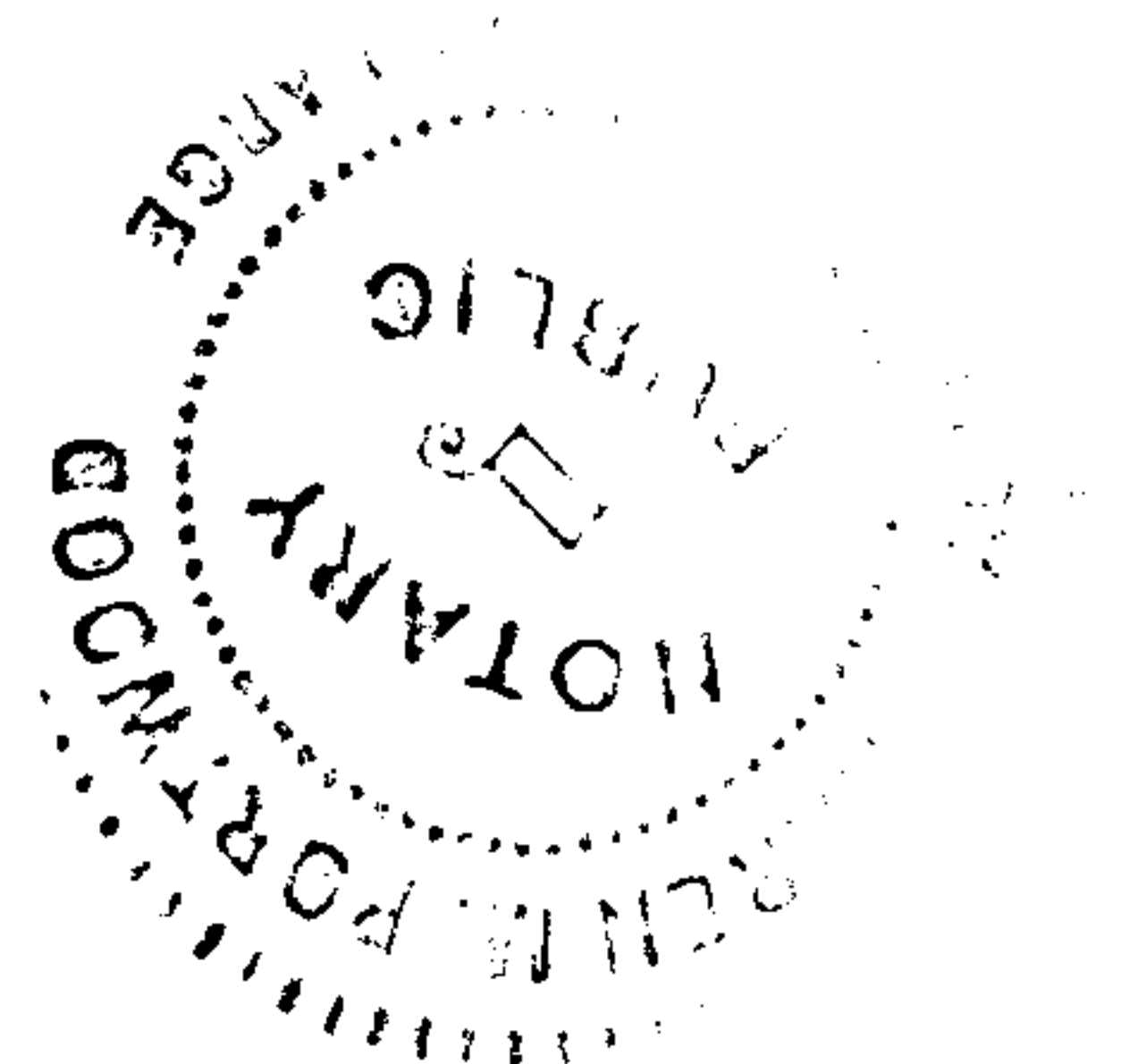


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William D. Brogdon, whose name as GRANTOR is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that being informed of the contents of such instrument executed the same voluntarily.

Given under my hand and official seal, this 6th day of November, 2015

  
\_\_\_\_\_  
Notary Public 11-6-15

My Commission expires: 8-24-2019






## **EXHIBIT "A"**

### **UNNAMED WEST LAKE ROAD (FORMERLY MAGNOLIA MILL LANE)**

A 60 FOOT INGRESS/EGRESS/UTILITY EASEMENT being described as follows to-wit: Commence at the Northwest corner of Section 6, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed South  $0^{\circ} 27' 45''$  East for a distance of 1,326.52 feet; thence proceed North  $87^{\circ} 43' 38''$  West for a distance of 381.53 feet to a point; thence proceed South  $01^{\circ} 32' 58''$  West for a distance of 1,397.18 feet to a point; thence proceed South  $01^{\circ} 33' 08''$  West for a distance of 301.07 feet to a point; thence proceed North  $87^{\circ} 18' 26''$  West for a distance of 451.64 feet to a point; thence proceed South  $56^{\circ} 41' 11''$  West for a distance of 452.76 feet to a point; thence proceed South  $52^{\circ} 33' 26''$  West for a distance of 275.52 feet to a point; thence proceed South  $52^{\circ} 39' 36''$  West for a distance of 1,302.79 feet to a point; thence proceed South  $48^{\circ} 27' 38''$  West for a distance of 923.14 feet to a point; thence proceed South  $39^{\circ} 23' 59''$  West for a distance of 648.68 feet to a point; thence proceed South  $49^{\circ} 10' 05''$  East for a distance of 16.31 feet to a point; thence proceed North  $40^{\circ} 49' 55''$  East for a distance of 10.00 feet to a point; thence proceed South  $49^{\circ} 10' 05''$  East for a distance of 263.46 feet to a point; thence proceed along an arc for 90.35 feet, said arc having a radius of 150.00 feet, the chord of which bears North  $66^{\circ} 05' 10''$  East for a distance of 88.99 feet to a point; thence proceed North  $83^{\circ} 20' 33''$  East for a distance of 521.56 feet to a point; thence proceed along an arc for 125.35 feet to the left, said arc having a radius of 250.00 feet, the chord of which bears North  $68^{\circ} 58' 44''$  East for a distance of 124.04 feet to a point; thence proceed North  $54^{\circ} 36' 55''$  East for a distance of 357.02 feet to a point; thence proceed along an arc for 76.18 feet to the right, said arc having a radius of 250.00 feet, the chord of which bears North  $63^{\circ} 20' 42''$  East for a distance of 75.89 feet to a point; thence proceed North  $72^{\circ} 04' 29''$  East for a distance of 185.76 feet to a point; thence proceed along an arc for 144.53 feet to the left, said arc having a radius of 250.00 feet, the chord of which bears North  $55^{\circ} 30' 47''$  East for a distance of 142.52 feet to a point; thence proceed North  $38^{\circ} 57' 05''$  East for a distance of 52.32 feet to a point; thence proceed along an arc for 21.89 feet to the right, said arc having a radius of 200.00 feet, the chord of which bears North  $42^{\circ} 05' 13''$  East for a distance of 21.88 feet to a point; thence proceed North  $45^{\circ} 13' 21''$  East for a distance of 123.02 feet to the point of beginning.

From said point of beginning proceed along the centerline of the 60 foot fore mention ingress/egress/utility easement proceed South  $41^{\circ} 53' 35''$  East along the centerline of the easement for a distance of 256.29 feet to a point; thence proceed along an arc for 166.48 feet to the left, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears South  $65^{\circ} 44' 25''$  East for a distance of 161.72 feet to the point of ending and termination of said easement.

  
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Shelby Cnty Judge of Probate, AL  
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