

ORIGINAL

AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

WITNESS THIS AGREEMENT entered into this 27th day of March, 1989 by and between City of Pelham, Alabama, a municipal corporation, hereinafter referred to as "City" and The Condor Corporation, Inc., a corporation, J. J. Barnes and Charles Acker, hereinafter collectively referred to as "Owners".

WHEREAS, the City is a municipal corporation of the State of Alabama and duly engaged in the supplying of water and other utilities to the residents of the City of Pelham and the surrounding area, and

WHEREAS, the City has located adjacent to property owned by Owners a water tank, access to which is through property owned by Owners, and

WHEREAS, a dispute has arisen between Owners and City as to the right of City to use and maintain said right-of-way and to allow others to do so, and

WHEREAS, the parties desire to enter into this agreement settling the matters in controversy.

NOW, THEREFORE, in consideration of the above premises, and in consideration of the mutual covenants and agreements contained herein, and in further consideration of One and no/100 (\$1.00) Dollar in hand paid by the City to Owners, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree, covenant and contract as follows:

1. Owners shall execute an easement over and along Parcels 1, 2 and 3 described on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set out herein. The easements over Parcel 1 and Parcel 2 shall be for the purpose of ingress and egress to and from the water tank owned and maintained by the City near or adjacent to the Southern boundary of Owners' property. Said easement over Parcels 1 and 2 shall also include the right to install water and other utility lines along said easement and shall inure to the benefit of City and its successors and assigns. City shall have the right to permit others to use said easement for ingress and egress to and from the tank site property of City for lawful purposes. Said easement over and along Parcel 3 shall be for the purpose of installation, maintaining and repairing water lines, electrical power lines and other utilities by the City, its successors and assigns.

2. Owners warrant that they are the owners in fee simple of Parcels 1, 2 and 3 described above and will defend and hold the city safe and harmless from any defects or alleged defects in Owners' title.

3. City agrees that it will do the following:

(1) City will clean up the litter and debris which has heretofore been deposited on the water tank site and the area immediately adjacent thereto. City will continue to use its best efforts to prevent its agents, servants or employees from depositing litter or debris on the above right-of-way or tank site owned by City. City will not, however, be responsible for future cleanup of litter or debris on said right-of-way or property unless the same is deposited by the City or its agents, servants or employees.

(2) The City will stop or re-route the overflow from the water tank to a point where the same does not flow onto the property of Owners. City shall have the right, however, to

W.E.N-2

reroute such overflow through drainage along and over any or all of the easements being conveyed as described above.

(3) The City will immediately grade the roadway and improve the unsightliness caused by the present rutted condition thereof. City will repair the gully and correct the drainage off of the upper roadway (east side of the hill).

(4) At the request of Owners, but not sooner than October 1, 1989, the City will construct a roadbed using base materials of a quality, thickness and compaction to meet City specifications and standards and to be ready for surfacing or paving by Owners at Owners' expense. In the event Owners request and such roadbed is so constructed, owners agree to install at Owners' expense, pavement or other similar surfacing within a time frame that will not allow the road base to deteriorate by exposure to the weather and travel.

(5) City will remove the concrete block building presently located on the property of Owners adjacent to the City's tank site. Said block building to be removed within ninety (90) days after receiving written notice from Owners to do so.

(6) City will install a gate with a lock and sign prohibiting unauthorized travel along the road or easement.

(7) Anything contained herein to the contrary notwithstanding, it is understood and agreed that City will have no continuing obligation to maintain said roadway or easement after the initial repairs and maintenance referred to above are completed and after the roadbed base is completed as provided above. Except, however, should City damage said road surface by its use thereof, City agrees to repair such damage within a reasonable time after receiving notice thereof.

In testimony whereof, we have placed our hands and seals on the date first given above.

BOOK 261 PAGE 498
ATTEST:

[Signature]
Clerk

CITY OF PELHAM

By [Signature]
As Its Mayor

ATTEST:

[Signature]
Secretary

THE CONDOR CORPORATION, INC.

By [Signature]
As Its President

[Signature]
Witness

[Signature]
Charles Acker

[Signature]
Witness

[Signature]
J. J. Barnes

Exhibit "A"

PARCEL 1 Commence at the S.W. corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w; thence run Easterly along the South boundary line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ for a distance of 480.75 feet to a point at the S.E. corner of the Pelham Water Tank lot; thence turn an angle of 90° to the left and run Northerly along the East boundary line of said lot for a distance of 100.0 feet to a point; thence turn an angle of 70°30'31" to the right and run Northeasterly a distance of 269.01 feet to a point; thence continue in an Northeasterly direction along a curve to the left (concave Northeasterly and having a radius of 586.79 feet and a central angle of 29°53'56") for an arc distance of 306.21 feet to a point; thence continue in a Northeasterly direction along the tangent of said curve for a distance of 315.98 feet to a point; thence turn an angle of 85°55'33" to the left and run Northwesterly a distance of 116.40 feet to a point; thence continue in a Northwesterly direction along a curve to the right (concave Northwesterly and having a radius of 2759.53 feet and a central angle of 7°18'58") for an arc distance of 352.36 feet to the point of beginning of the right-of-way herein described; thence continue in a Northwesterly direction along the tangent of said curve for a distance of 429.67 feet to a point; thence run in a Northerly and Northeasterly direction along a curve to the right (concave Easterly and having a radius of 25.0 feet and a central angle of 90°24'14") for an arc distance of 39.45 feet to a point; thence turn an angle of 181°34'11" to the left from the tangent of said curve and run Southwesterly along a chord for a distance of 108.64 feet to a point; thence turn an angle of 181°38'53" to the left from the extension of said chord and run Southeasterly along a curve to the right (concave Southerly and having a radius of 25.0 feet and a central angle of 86°17'42") for an arc distance of 37.65 feet to a point; thence continue in a Southeasterly direction along the tangent of said curve for a distance of 433.63 feet to a point; thence turn an angle of 90° to the left and run Northeasterly a distance of 60.0 feet to the point of beginning. Said strip of land is lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w and contains 0.63 acre including that part now occupied by the present dirt road.

PARCEL 2 Commence at the S.W. corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w; thence run Easterly along the South boundary line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 480.75 feet to a point at the S.E. corner of the Pelham Water Tank lot; thence turn an angle of 90° to the left and run Northerly along the East boundary line of said lot for a distance of 100.0 feet to the point of beginning of the right-of-way herein described; thence turn an angle of 70°30'31" to the right and run Northeasterly a distance of 269.01 feet to a point; thence continue in a Northeasterly direction along a curve to the left (concave Northwesterly and having a radius of 586.79 feet and a central angle of 29°53'56") for an arc distance of 306.21 feet to a point; thence continue in a Northeasterly direction along the tangent of said curve for a distance of 315.98 feet to a point; thence turn an angle of 85°55'33" to the left and run Northwesterly a distance of 116.40 feet to a point; thence continue in a Northwesterly direction along a curve to the right (concave Northwesterly and having a radius of 2759.53 feet and a central angle of 7°18'58") for an arc distance of 352.36 feet to a point; thence turn an angle of 90° to the left from the tangent of said curve and run Southwesterly a distance of 60.0 feet to a point; thence turn an angle of 90° to the left and run Southeasterly along a curve to the left (concave Northeasterly and having a radius of 2819.53 feet and a central angle of 7°18'58") for an arc distance of 360.03 feet to a point; thence continue Southeasterly along the tangent of said curve for a distance of 45.55 feet to a point; thence turn an angle of 42°57'47" to the right and run Southerly a distance of 36.59 feet to a point; thence turn an angle of 42°57'48" to the right and run Southwesterly a distance of 234.38 feet to a point; thence continue in a Southwesterly direction along a curve to the right (concave Northwesterly and having a radius of 536.79 feet and having a central angle of 29°53'56") for an arc distance of 280.12 feet to a point; thence continue in a Southwesterly direction along the tangent of said curve for a distance of 304.36 feet to a point; thence turn an angle of 109°29'29" to the left and run Southerly a distance of 35.33 feet to a point on the North boundary line of the Pelham Water Tank lot; thence turn an angle of 90° to the left and run Easterly along said North boundary line for a distance of 50.0 feet to the point of beginning. Said strip of land is lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w and contains 1.65 acres including that part now occupied by the present road.

PARCEL 3 Commence at the S.W. corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w; thence run Easterly along the South boundary line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 480.75 feet to a point at the S.E. corner of the Pelham Water Tank lot; thence turn an angle of 90° to the left and run Northerly along the East boundary line of said lot for a distance of 100.0 feet to a point; thence turn an angle of 70°30'31" to the right and run Northeasterly a distance of 269.01 feet to a point; thence continue in a Northeasterly direction along a curve to the left (concave Northwesterly and having a radius of 586.79 feet and a central angle of 29°53'56") for an arc distance of 306.21 feet to a point; thence continue in a Northeasterly direction along the tangent of said curve for a distance of 235.05 feet to the point of beginning; thence continue along the same line of direction for a distance of 20.18 feet to a point; thence turn an angle of 82°06'33" to the right and run Southeasterly for a distance of 198.37 feet to a point on the East boundary line of the aforementioned SE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence turn an angle of 85°22'07" to the right and run Southerly along said boundary line a distance of 24.30 feet to a point; thence turn an angle of 124°37'53" to the right and run Northwesterly a distance of 214.95 feet to the point of beginning. Said strip of land being 20 feet in width and is lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, T-20s, R-2w and contains 0.09 acre.

BOOK 261 PAGE 499

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT 13 PM 1:58

Thomas P. Thompson, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	50
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	7.50
4. Indexing Fee -----	\$	2.00
5. No Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	12.00