

STATE OF ALABAMA)
SHELBY COUNTY)

UTILITY EASEMENT
OAK MOUNTAIN STATE PARK
SHELBY COUNTY, ALABAMA
CITY OF PELHAM

KNOW ALL MEN BY THESE PRESENTS, That the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION, acting by and through its Commissioner (hereinafter referred to as "Grantor"), for and in consideration of the sum Five Hundred Dollars (\$500.00) and valuable consideration to it in hand paid by the CITY OF PELHAM (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged, does hereby grant unto Grantee nonexclusive utility easement and over and across a strip of land located in Shelby County, Alabama. The easement is shown as Exhibit "A," which is attached hereto and made a part hereof.

Said easement is granted under the following specific terms, conditions and stipulations:

1. Said easement shall be in accordance with the attached drawing and shall be located only as described on the attached drawing. It is expressly understood and agreed, however, that notwithstanding any reference to "easement" nor other language to the contrary, this instrument in no way grants or creates a property right in GRANTEE, but only provides the utility easement herein described.

2. The purpose of this utility easement is to place a water main at State Park Road and Shelby County Highway 35 across a portion of Oak Mountain State Park in Shelby County, Alabama and for no other purpose. GRANTEE agrees not to occupy or in any way alter GRANTOR'S property adjacent to this easement.

3. GRANTEE shall obtain all necessary permits or authorizations from any other necessary agencies (State or Federal) that may be required before beginning the work.

4. If at any time GRANTEE fails to use the premises or abandons its use for the purpose or purposes for which the easement is granted for two (2) consecutive years, the easement herein granted shall revert to the State of Alabama.

5. The State of Alabama reserves the right of ingress and egress over and upon said easement premises, and further reserves all minerals and mineral rights, including the right to prospect and/or drill through itself or its agents on the said premises; provided such acts by the State of Alabama do not unreasonably interfere with the construction, operation, maintenance or use of said easement as herein granted.

6. It is specifically understood by GRANTEE that in the event any blasting is necessary for the construction of said easement, that it will notify the Director of the Parks Division of the Department of Conservation and Natural Resources at least seven (7) days prior to such blasting. It is further understood by GRANTEE that such blasting shall be done only under the supervision of an agent of the Parks Division of the Department of Conservation and Natural Resources, provided; however, the Director of the Parks Division of the Department of Conservation and Natural Resources may waive this restriction if, in his judgment, he deems the restriction unnecessary.

7. The State, in approving this application, does not in any way assume responsibility for the maintenance of this easement. The State shall not be responsible for any claims for damages done to existing private property, public utilities or the traveling public caused by GRANTEE, its agents, servants or employees or caused by the construction itself.

8. GRANTEE further understands and agrees to have a copy of the approved agreement and plans or sketches on the job site at all times while said work is being performed.

9. GRANTEE understands and agrees that the State of Alabama assumes no liability for the proposed work in connection with the construction of this easement, and GRANTEE agrees to save and hold harmless the State of Alabama, its agents and employees, from any and all claims or causes of action which may arise from the construction or use of the said right of way as herein described.

10. It is further understood and agreed that the GRANTEE shall not haul or use any clays, sand clays and any other materials that can be potentially discoloring which shall be defined, and are hereby defined, to include all soils and fill materials exhibiting red, pink, yellow and/or brown color characteristics, including but not limited to Blakely sand clays, Carnegie sand clays, Eustis loam sand, Faceville sandy clay and loams, Huckabee Aluvium, Iragora clay, Red bay fine sand loam and clay loam Ruston fine and sandy clay, Sunsweet fine sandy loam and clay loam, and Wahca clay for any construction hereunder.

11. This easement is expressly made nonassignable without the express written consent of Grantor.

TO HAVE AND TO HOLD the same unto GRANTEE, in accordance with the terms, conditions, stipulations, and reservations herein contained.

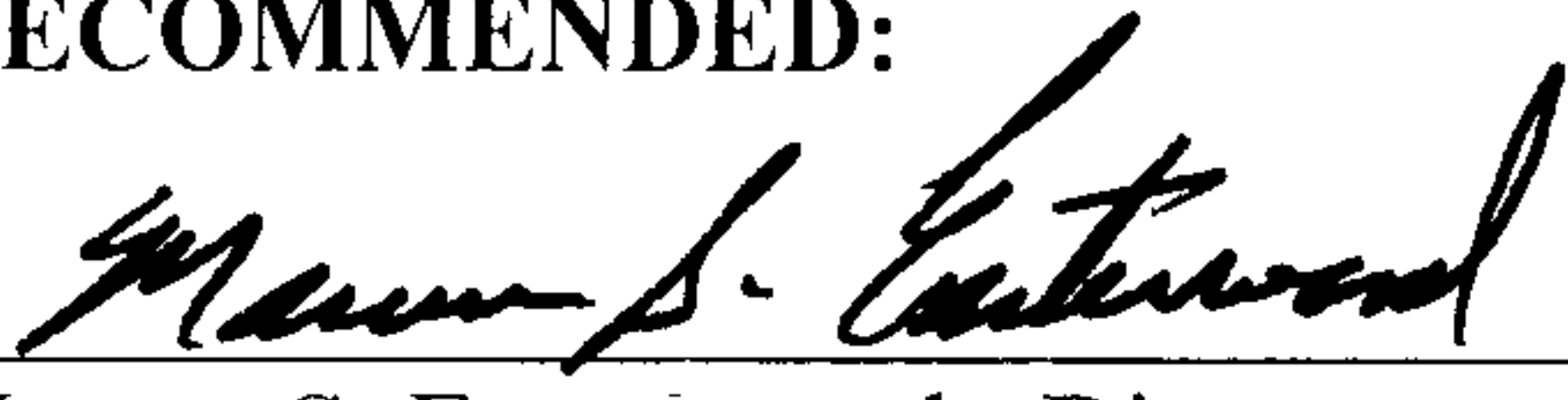
IN WITNESS WHEREOF, the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, has caused this instrument to be executed by its Commissioner on this the 17th day of February, 2011.



20110329000098640 4/6 \$28.00
Shelby Cnty Judge of Probate, AL
03/29/2011 02:33:21 PM FILED/CERT

UTILITY EASEMENT - OAK MOUNTAIN STATE PARK
SHELBY COUNTY, ALABAMA
CITY OF PELHAM

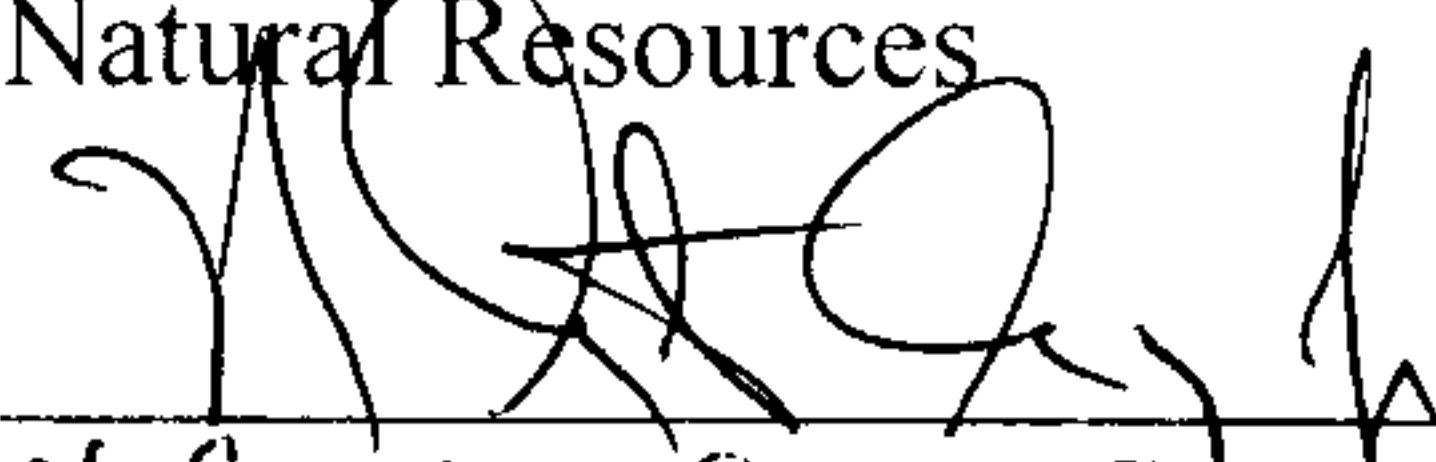
RECOMMENDED:



Marcus S. Easterwood, Director
State Parks Division

STATE OF ALABAMA

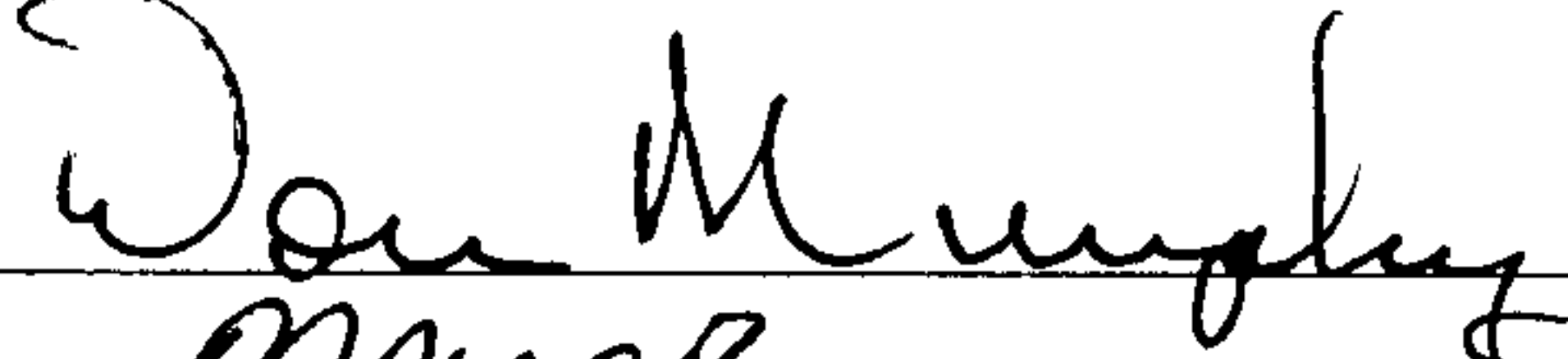
Department of Conservation and
Natural Resources




N. Gunter Guy, Commissioner

TERMS ACCEPTED:

CITY OF PELHAM

By 
Its MAYOR

APPROVED:



Governor of Alabama

ATTEST:




Secretary of State

20110329000098640 5/6 \$28.00
Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)


MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that N. Gunter Guy, whose name as Commissioner of Conservation and Natural Resources of the State of Alabama 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 the within instrument, he in his capacity as such Commissioner of Conservation and Natural Resources of the State of Alabama, executed the same voluntarily on this the 7 day of February, 2011.

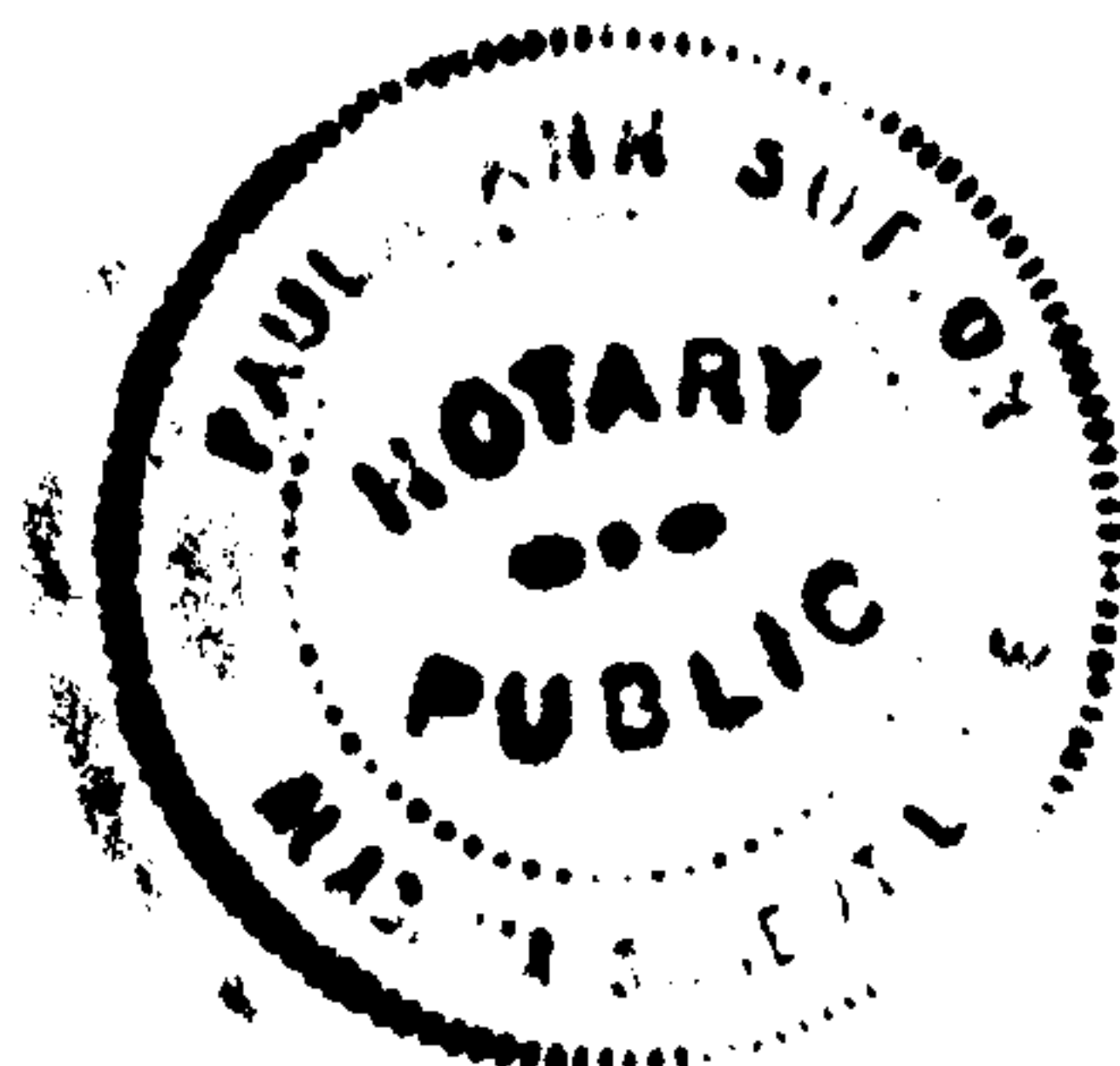

Notary Public

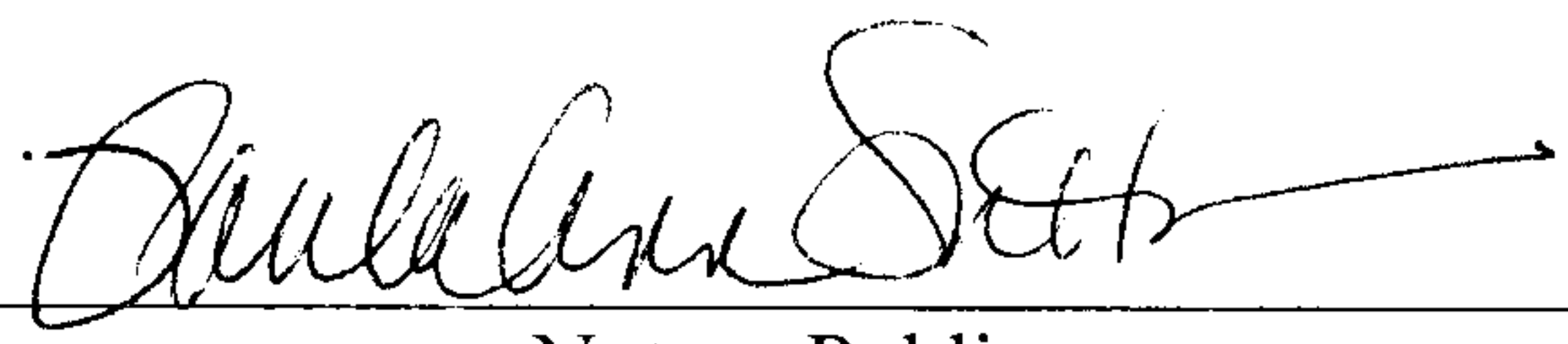
STATE OF ALABAMA)

SHELBY COUNTY)

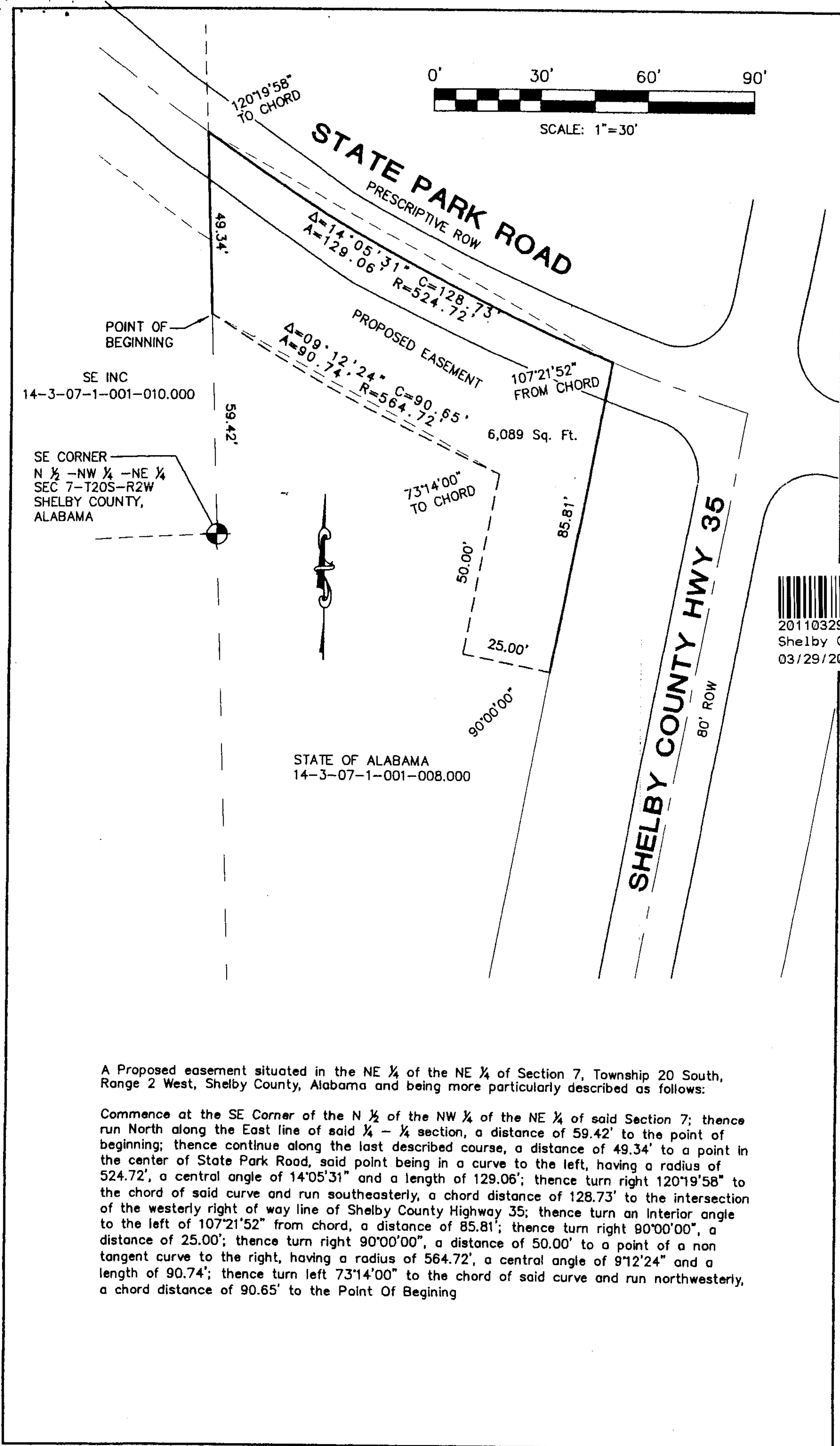
 ROBIN M. NUMMY
NOTARY PUBLIC
STATE OF ALABAMA
MY COMM. EXP. 1-3-12

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DON MURPHY, whose name as MAYOR of CITY OF PELHAM, who 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 the within instrument, he, in such capacity and with full authority, executed the same voluntarily on this the 13TH day of JANUARY, 2011.




Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 19, 2014



A Proposed easement situated in the NE ¼ of the NE ¼ of Section 7, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE Corner of the N ½ of the NW ¼ of the NE ¼ of said Section 7; thence run North along the East line of said ¼ - ¼ section, a distance of 59.42' to the point of beginning; thence continue along the last described course, a distance of 49.34' to a point in the center of State Park Road, said point being in a curve to the left, having a radius of 524.72', a central angle of 14°05'31" and a length of 129.06'; thence turn right 120°19'58" to the chord of said curve and run southeasterly, a chord distance of 128.73' to the intersection of the westerly right of way line of Shelby County Highway 35; thence turn an interior angle to the left of 107°21'52" from chord, a distance of 85.81'; thence turn right 90°00'00", a distance of 25.00'; thence turn right 90°00'00", a distance of 50.00' to a point of a non tangent curve to the right, having a radius of 564.72', a central angle of 9°12'24" and a length of 90.74'; thence turn left 73°14'00" to the chord of said curve and run northwesterly, a chord distance of 90.65' to the Point Of Beginning

PHASE 1

Exhibit A