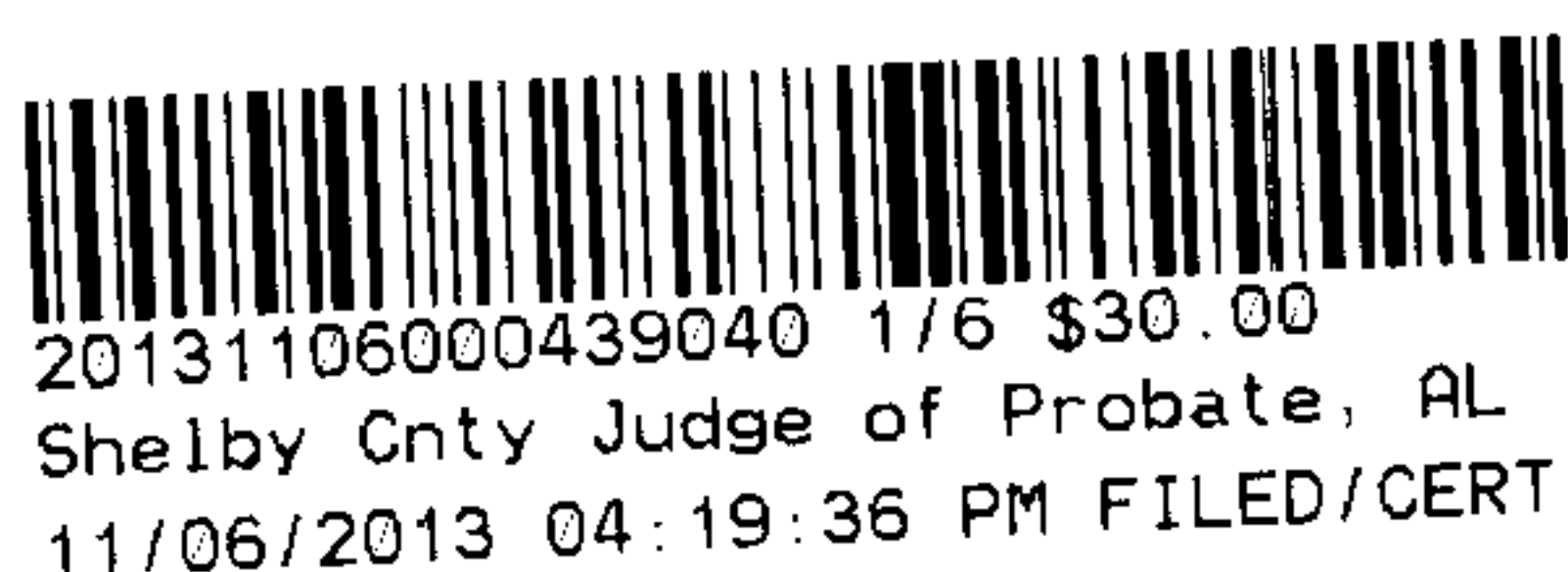


**THIS INSTRUMENT PREPARED BY**



**ROW Bureau/Central Office  
ALABAMA DEPARTMENT OF TRANSPORTATION  
MONTGOMERY, AL 36130**

**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**PROJECT NO. NH-0038(531)**

**CPMS PROJ. NO. 100059844**

**TRACT NO. 1**

**DATE: August 29, 2013**

**RIGHT OF WAY DEED  
FOR PERMANENT EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of Sixty-Two Thousand, Seven Hundred dollar(s) (\$62,700) cash in hand paid, the receipt of which is hereby acknowledged, as I (we), the undersigned grantor(s), the United States Postal Service, an independent establishment of the Executive Branch, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama Department of Transportation a permanent easement and right of way upon Grantor's Parcel, commonly known as Meadow Brook Branch Post Office, which easement and right of way is hereinafter described, together with the right to locate or relocate utilities, and to enter upon such described land and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across such right of way easement. The easement and right of way hereby granted is more particularly located and described in Exhibit A and as follows:

**A part of the NE ¼ of NE ¼, Section 6, Township 19-S, Range 1-W, identified as Tract No. 1 on Project No NH-0038(531) in Shelby County, Alabama and being more fully described as follows:**

**Permanent Easement:**

Commencing at a found 3/4" rebar located in the NE corner of the NE 1/4 of the NE 1/4 of Section 6;

thence S 0°30'50" E and along the grantor's east property line a distance of 252.71 feet to a point on the acquired R/W line (said line offset 50' LT and perpendicular to centerline of project at station 105+74.41), which is the point of BEGINNING;

thence S 0°30'50" E and along the grantor's said property line a distance of 24.51 feet to a point on the west present R/W line of SR-119;

thence S 21°59'16" W and along the said present R/W line a distance of 319.11 feet to a point on the said present R/W line;

thence following the curvature thereof an arc distance of 82.75 feet and along the said present R/W line to a point on the north present R/W line of Corporate Drive (said arc having a chord bearing of S 23°15'20" W, a clockwise direction, a chord distance of 82.74 feet and a radius of 1869.86 feet);

thence N 68°0'43" W and along the said present R/W line a distance of 16.78 feet to a point on the acquired R/W line (said point offset 50' LT and tied to the present north R/W line of Corporate Drive);

thence following the curvature thereof an arc distance of 317.44 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 50' LT and perpendicular to centerline of project at station 104+66.55) (said arc having a chord bearing of N 23°50'32" E, a counterclockwise direction, a chord distance of 317.38 feet and a radius of 4670.73 feet);

thence following the curvature thereof an arc distance of 107.25 feet and along the acquired R/W line (said arc having a chord bearing of N 21°26'1" E, a counterclockwise direction, a chord distance of 107.25 feet and a radius of 7005.13 feet); to the point and place of BEGINNING, containing 0.103 acre(s), more or less.

**Temporary Construction Easement:**

BEGINNING at a point on the required easement line (said point offset 71.83' LT and perpendicular to centerline of project at station 104+89.63);

thence following the curvature thereof an arc distance of 80.30 feet and along the acquired R/W line to a point on the required easement line (said point offset 72.35' LT and perpendicular to centerline of project at station 105+70.88) (said arc having a chord bearing of N 21°20'53" E, a counterclockwise direction, a chord distance of 80.30 feet and a radius of 6640.10 feet);

thence S 78°37'53" E and along the acquired R/W line a distance of 20.29 feet to a point on the acquired R/W line (said point offset 52.37' LT and perpendicular to centerline of project at station 105+74.41);

thence following the curvature thereof an arc distance of 107.25 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 51.63' LT and perpendicular to centerline of project at station 104+66.23) (said arc having a chord bearing of S 21°26'1" W, a clockwise direction, a chord distance of 107.25 feet and a radius of 7005.13 feet);

thence N 18°51'14" W and along the acquired R/W line a distance of 30.70 feet; to the point and place of BEGINNING, containing 0.043 acre(s), more or less.

It is expressly understood that all rights, title and interest to the above described temporary easement(s) shall revert to the grantor three (3) years from the date this easement is signed. It is also expressly agreed that said rights, title and interest are granted for the purpose of performing all work required as part of the installation of the proposed roadway.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof as Exhibit A.

**TO HAVE AND TO HOLD**, the said easement and right of way unto the State of Alabama and unto its successors and assigns forever.

The grantor hereby grants permission, with right of ingress to and egress from, grantor's adjoining property within ten (10) feet of the above-described Permanent Easement area at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right of way.

Grantee shall provide Grantor with a copy of the insurance policy of the independent contractors performing work for the Grantee demonstrating adequate insurance for personal injury and property damage that may occur on Grantor's premises with the Grantor named as an additional insured.

Grantee shall notify the Postmaster at least forty-eight (48) hours prior to entering the Grantor's property for the purposes set forth herein.

The Parties agree that Grantee, its successors and assigns shall be responsible for maintenance and repair of the Permanent Easement Area, and the Temporary Easement area for its duration, which includes but is not limited to Grantee's equipment and facilities, and any and all costs related thereto. Such maintenance and repairs shall include but are not limited to repair, snow removal, landscaping, grading, paving and removal of all trash and debris caused by Grantee's exercise of its rights under this Right of Way Deed. The Temporary Easement area shall be restored to the same condition that existed prior to the execution of this document and left in a neat and workmanlike manner.

The Grantee, by acceptance of this Right of Way Deed, agrees for and on behalf of itself, its agents, servants, employees, invitees, and contractors who may at anytime use, occupy, visit, or maintain said easement area(s) herein created that the Grantor, its successors and assigns, shall not be responsible for damage or loss to property, injuries, or death which may arise from or be incident to the use and occupation of the easement(s) as granted herein to Grantee, its agents, servants, employees, invitees, and contractors.

To the extent allowed by State law, the Grantee, by acceptance of this Right of Way Deed, agrees to defend, indemnify and hold the Grantor, its successors, and assigns harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by Grantor, its employees, the public, or by any person whosoever



may at any time be using, occupying, visiting, or maintaining the property that is the subject of said Right of Way Deed, or be on or about the property that is the subject of said Right of Way Deed, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the Grantee or its agents, servants, employees, invitees, or contractors. In case of any action or proceeding brought against the Grantor, by reason of such a claim, upon notice from the Grantor, Grantee covenants to defend such action or proceeding. The Grantor shall not be liable and the Grantee waives and releases the Grantor from all claims for damage to persons or property sustained by the Grantee or its employees, agents, servants, invitees, contractors, or customers resulting by reason of the use of the Right of Way Deed.

The Parties agree that the Grantee shall not use the easement area(s) in a manner that unreasonably interferes with use by the Postal Service.

Grantor reserves the right to use the easement area(s) for any purpose not inconsistent with the rights herein granted. Grantee agrees throughout the duration of this Easement to provide the Grantor, its employees, customers, and the public with continual and uninterrupted access to the Postal Facility. In the event Grantee fails to provide continual and uninterrupted access to the Postal Facility, the Grantor has the option of terminating this Right of Way Deed by providing written notice to the Grantee that the Right of Way Deed is terminated at no cost to the Grantor. Upon receipt of said notice, Grantee has five (5) business days to remedy the situation. In the event Grantee fails to provide access to the Postal Facility within the 5 days, said notice of termination shall become final and the Easement is terminated.

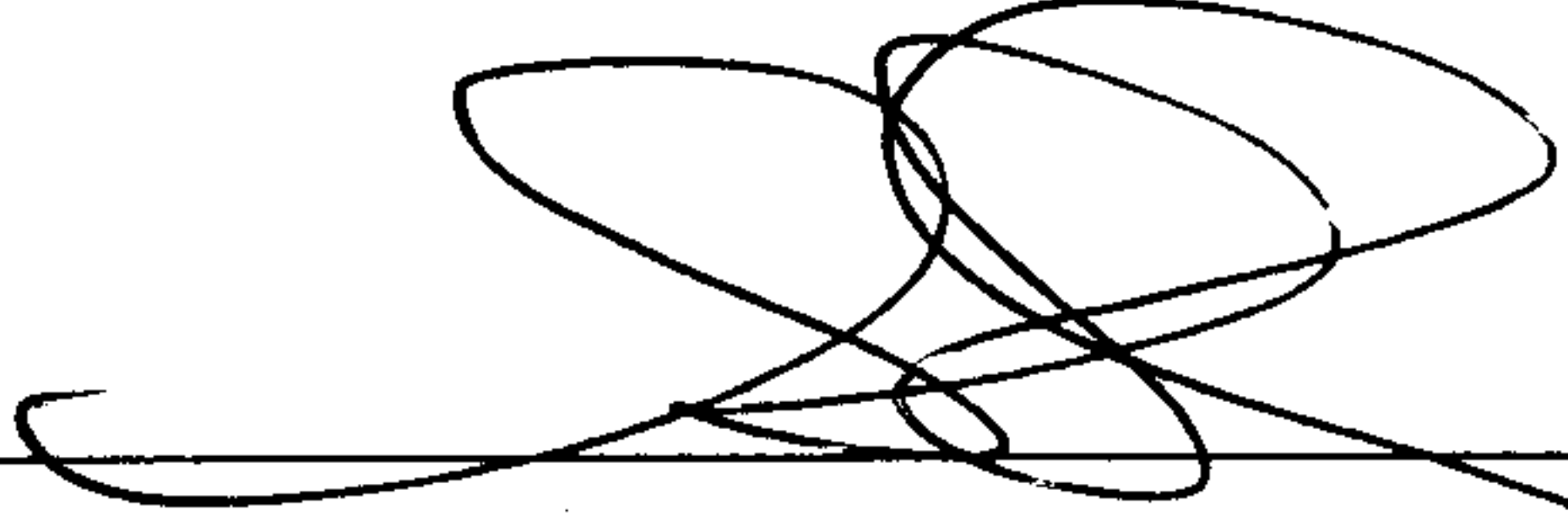
Upon termination of the Right of Way Deed, Grantee shall restore any affected portion of the property to the condition it existed prior to Grantee's access.

Any claim, controversy or dispute arising out of this Agreement shall be governed by applicable federal law.

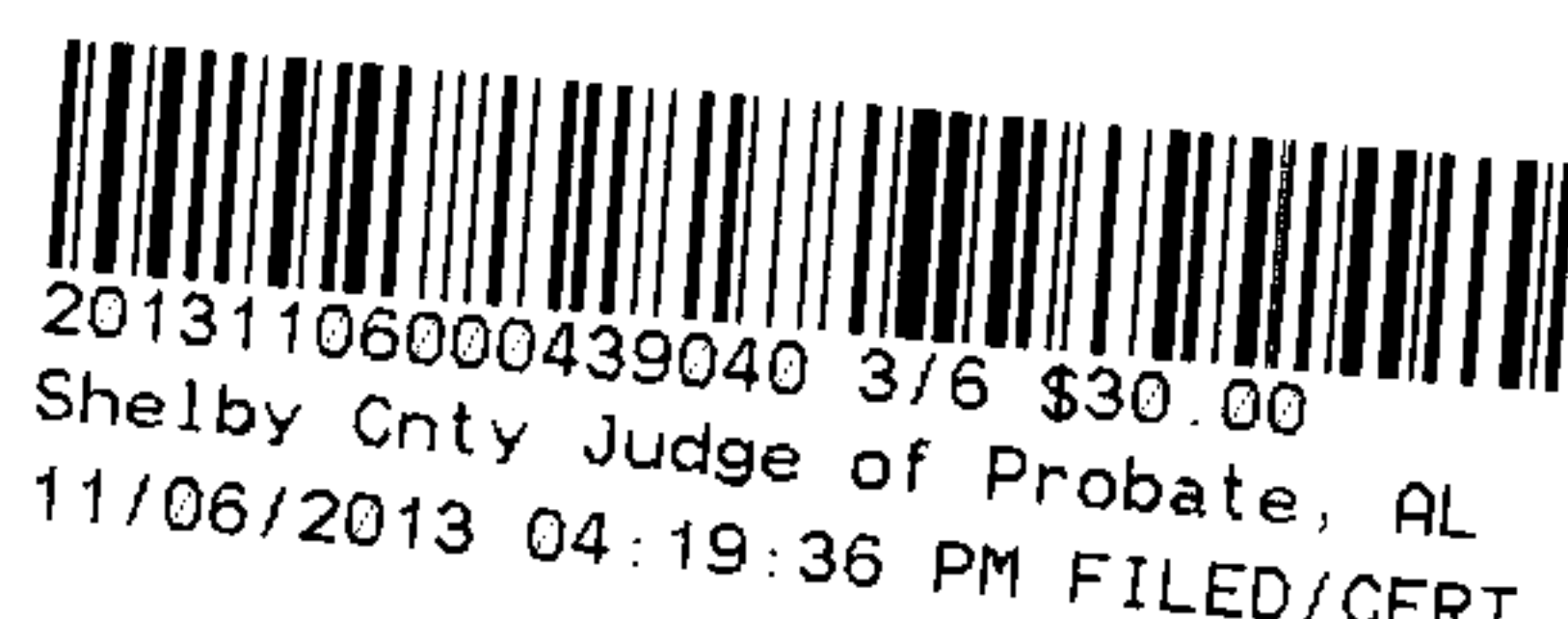
The Grantor does not warranty that the easement area(s) is(are) suitable for the purposes set forth herein and Grantee hereby waives any express or implied warranty on the part of Grantor. Grantor has no knowledge of subsurface conditions and makes no representations as to soil types, existence of underground utilities, or any other latent conditions that may impact Grantee's use and enjoyment of said Easement.

This Deed of Easement is granted subject to any and all restrictions, covenants, other easements, encumbrances, liens of any kind, leases, and interests of others, including rights-of-way for roads, pipelines, railroads, and public utilities, whether or not matters of public record.

In witness whereof I (we) have hereunto set my (our) hand(s) and seal(s) this 17<sup>th</sup> day of October, 20 13.

  
\_\_\_\_\_  
(LS)  
United States Postal Service, Contracting Officer

  
\_\_\_\_\_  
(LS)  
Alabama Department of Transportation, Representative



## ACKNOWLEDGMENT FOR ALABAMA DEPARTMENT OF TRANSPORTATION

STATE OF ALABAMA )

COUNTY OF Montgomery )

I, Amy M. Payton, a Notary Public, in and for said County in said State, hereby certify that ALDOT representative, whose name (s) is Steven E. Walker, signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of October, 2013.

Amy M. Payton  
NOTARY PUBLIC  
My Commission Expires 10-19-15



## ACKNOWLEDGMENT FOR UNITED STATES POSTAL SERVICE

DISTRICT OF COLUMBIA

I, Shirley A. Hsia, a Notary Public in and for the District of Columbia, hereby certify that SEAN M. FORD whose name as Contracting Officer of the United States Postal Service, an independent establishment of the Executive Branch, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

~~District of Columbia~~ DC 17 day of October, A.D. 2013.  
Subscribed and Sworn to before me

this 17 day of October, 2013

Shirley A. Hsia  
NOTARY PUBLIC

Shirley A. Hsia, Notary Public, D.C.  
My commission expires February 14, 2016

My Commission Expires FEB. 14, 2016

to	STATE OF ALABAMA	PERMANENT EASEMENT	STATE OF ALABAMA	County of _____ I, _____ Judge of Probate in and for said County, Hereby certify that the within Conveyance was filed in my office at _____ o'clock _____ M., on the _____ day of _____, 20____, and duly recorded in Deed Record _____ page _____ Dated _____ day of _____, 20____.	Judge of Probate _____ County, Alabama.
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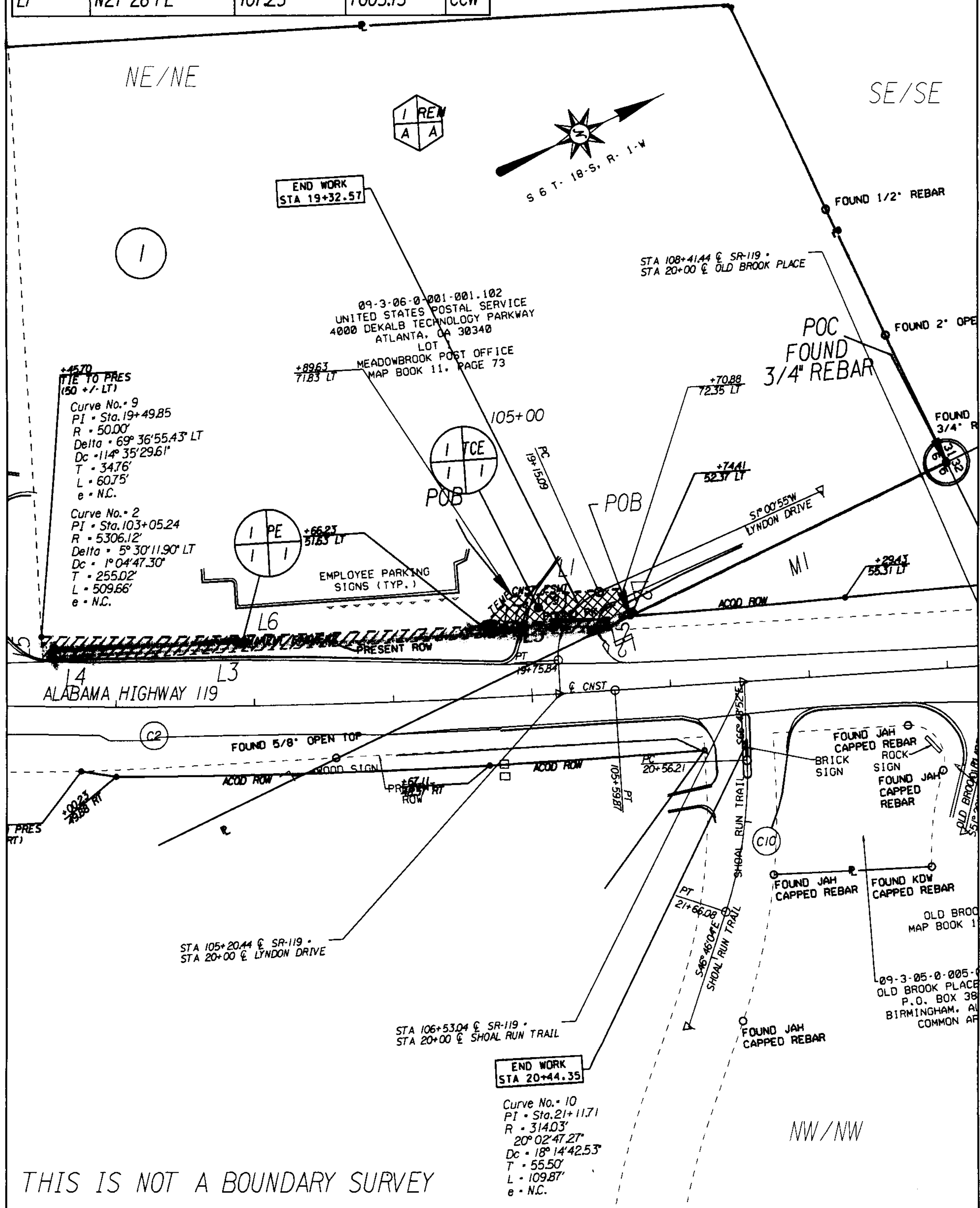
\$-FILE\$

TRACT 1, PE 1 OF 1  
AREA = 0.103 AC

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	S0° 30' 50" E	252.71		
L2	S0° 30' 50" E	24.51		
L3	S21° 59' 16" W	319.11		
L4	S23° 15' 20" W	82.74	1869.86	CW
L5	N68° 0' 43" W	16.78		
L6	N23° 50' 32" E	317.38	4670.73	CCW
L7	N21° 26' 1" E	107.25	7005.13	CCW

TRACT 1, TCE 1 OF 1  
AREA = 0.043 AC

COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	N21° 20' 53" E	80.30	6640.10	CCW
L2	S78° 37' 53" E	20.29		
L3	S21° 26' 1" W	107.25	7005.13	CW
L4	N18° 51' 14" W	30.70		



Tract #	1	Scale:	1" = 100'
Grantor(s):		State:	Alabama
United States Postal Service		County:	Shelby
Total Before:	5.811 AC	Project:	NH-0038(531)
Total PE	0.103 AC	CPMS #:	100059844
Total TCE:	0.043 AC	Date:	29-Aug-13
Total Remainder:	5.811 AC	Sketch:	1 of 1



20131106000439040 5/6 \$30.00  
Shelby Cnty Judge of Probate, AL  
11/06/2013 04:19:36 PM FILED/CERT

Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40.22.1*

Grantor's Name : United States Postal Service

Grantee's Name: State of Alabama Department of Transportation

Mailing Address 475 L'Enfant Plaza SW Room 6670  
Washington, DC 20260-1862

Mailing Address: P O Box 2745  
Birmingham, AL 35202-2745

Property Address: 1900 Corporate Dr.  
Birmingham, AL 35242

Date of Sale 10-17-13  
Total Purchase Price \$ 62,700.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale  
☐ Sales Contract  
☒ Closing Statement

☐ Appraisal  
☐ Other -

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 11-6-13

Sign William R. Justice  
(Grantor/Grantee/Owner/Agent) circle one  
Print William R. Justice

☐ Unattested

\_\_\_\_\_  
(Verified by)