

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)


20131203000468840 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
12/03/2013 02:22:01 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, the undersigned Live Nation Worldwide, Inc., a Delaware corporation, successor by merger of New Era Promotions, Inc., successor by merger of Oak Mountain Amphitheatre, L.L.C. (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, and fire hydrants, with appurtenances, at the sole discretion of the GRANTEE. Said strip of land having a width of twenty feet (20') and 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 a 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 reasonably 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 over and across adjacent lands of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those now present 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 of 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 fire hydrant, except for those matters caused by the negligence or willful misconduct of GRANTEE, its agents, successors, or assigns, 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 which are not of public record, unless otherwise noted above; that it has a good right to 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 claiming by, through or under GRANTOR but not otherwise.

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

IN WITNESS WHEREOF, Patrick Boone
as General Manager of Live Nation Worldwide, Inc. has hereunto set
his or her hand and seal, all on this 13th day of September, 2013.

Live Nation Worldwide, Inc.

By Patrick Boone As its General Manager

STATE OF Alabama
COUNTY OF Shelby


20131203000468840 2/3 \$21.00
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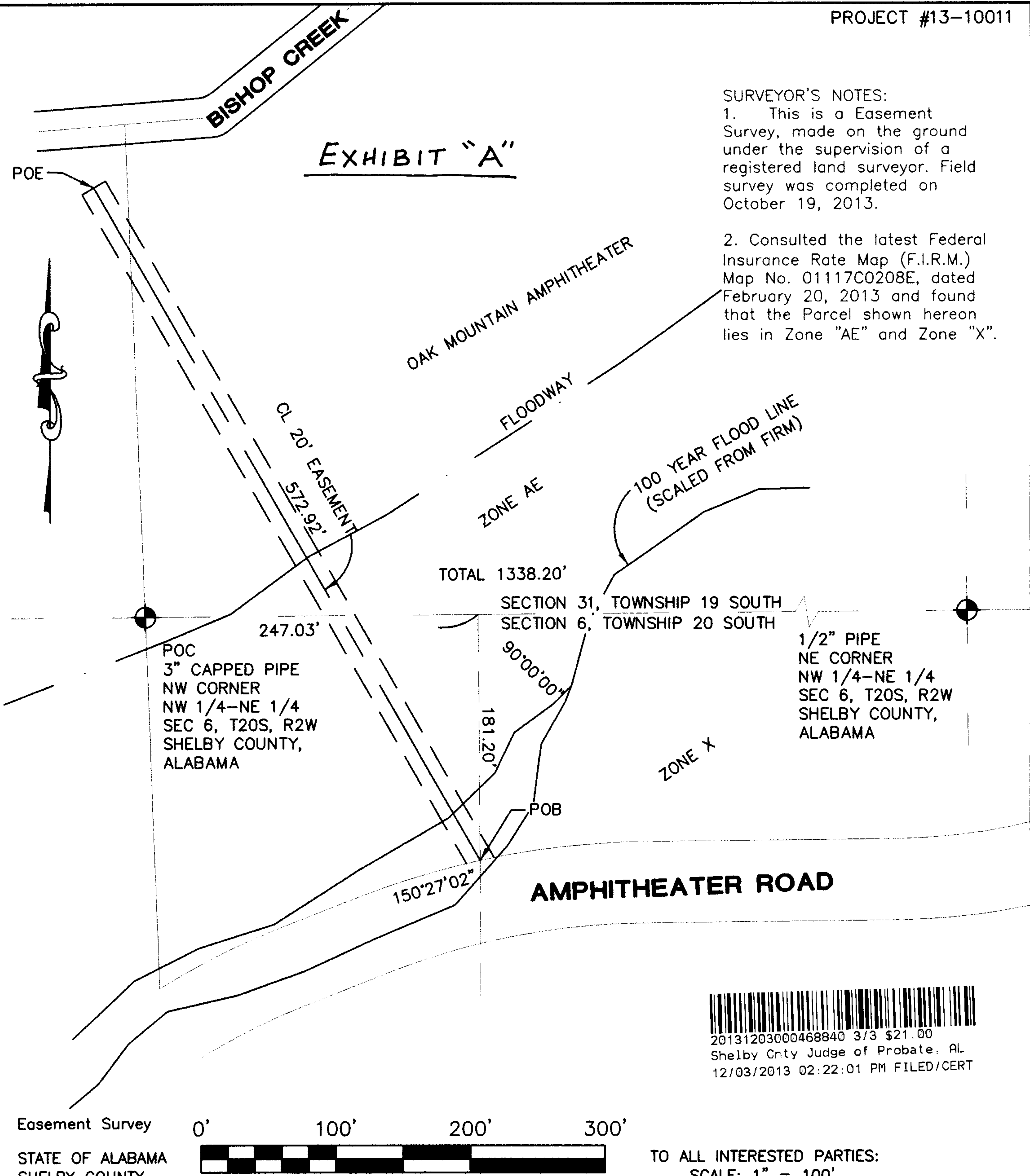
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick Boone, whose name as General Manager of Live Nation Worldwide, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, He as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 13th day of September, 2013.

Cathy C. Sweeney
Notary public

SURVEYOR'S NOTES:
1. This is a Easement Survey, made on the ground under the supervision of a registered land surveyor. Field survey was completed on October 19, 2013.
2. Consulted the latest Federal Insurance Rate Map (F.I.R.M.) Map No. 01117C0208E, dated February 20, 2013 and found that the Parcel shown hereon lies in Zone "AE" and Zone "X".

EXHIBIT "A"



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Easement Survey

STATE OF ALABAMA
SHELBY COUNTY

TO ALL INTERESTED PARTIES:
SCALE: 1" = 100'

I, William D Callahan, Jr, A Professional Land Surveyor in the State of Alabama do hereby certify this to be a true and correct map or plat of A 20 foot wide easement situated in the South 1/2 of Section 31, Township 19 South, Range 2 West and in the Northeast 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, lying 10 feet each side of and parallel to the following described centerline:

Commence at the NW Corner of the NW 1/4 of the NE 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama; thence run East along the North line of said 1/4-1/4 section, a distance of 247.03'; thence turn right 90°00'00" and run southerly, a distance of 181.20' to a point on the northerly right of way line of Amphitheater Road and the Point of Beginning; thence turn right 150°27'02" and run northwesterly, a distance of 572.92' to the Point of Ending.

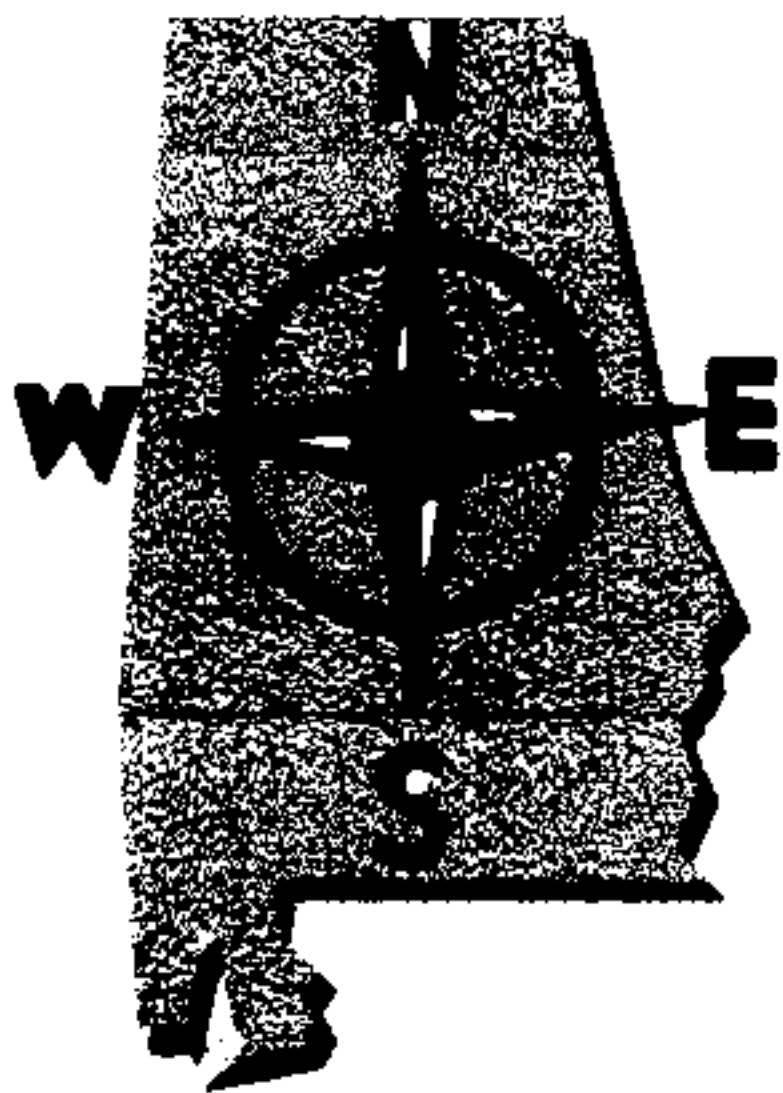
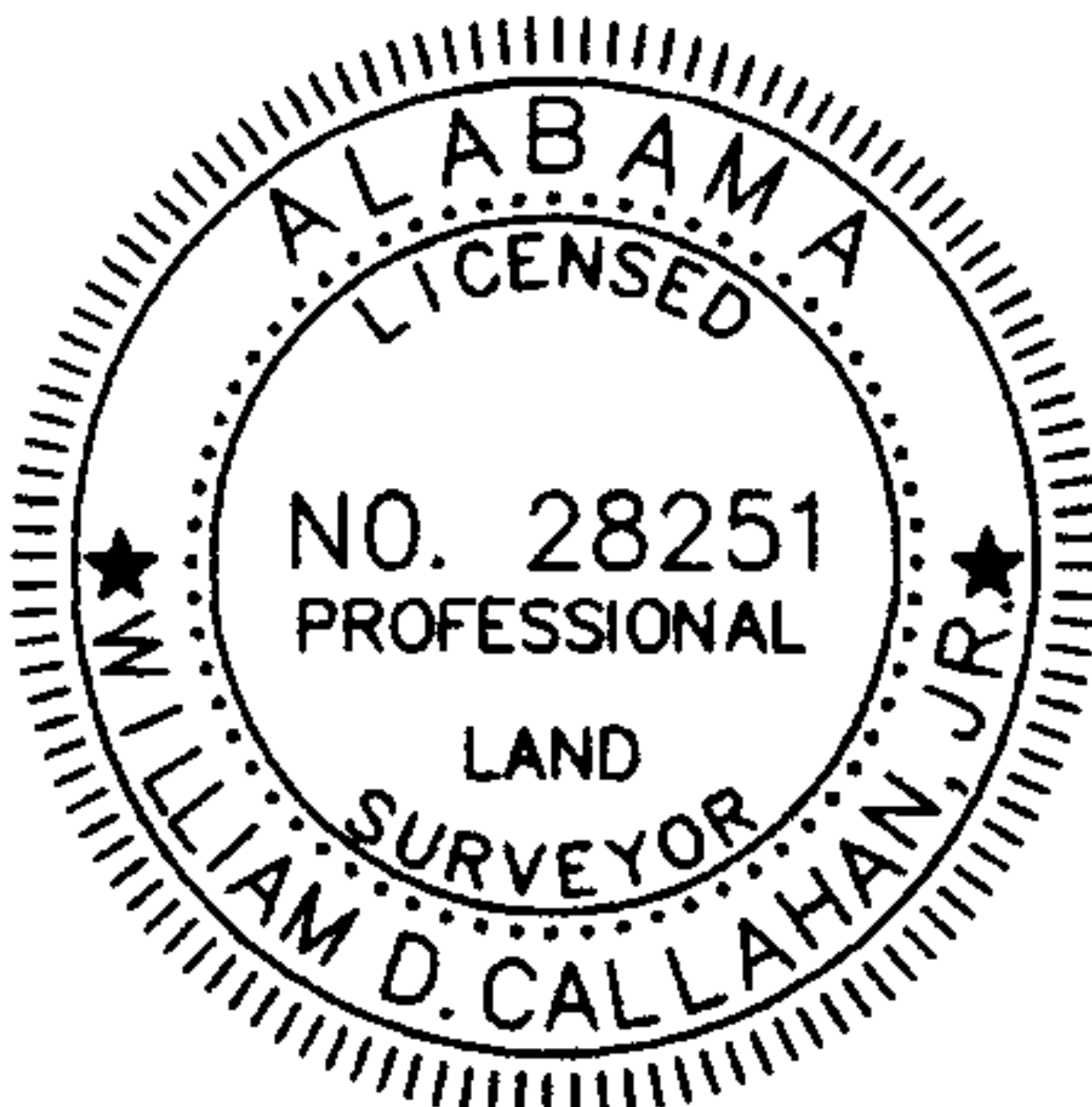
I hereby state that this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Given under my Hand and Seal this 27th day of November, 2013.

William D Callahan, Jr

William D. Callahan, Jr.
AL Reg. No. 28251

SURVEY FOR:
CITY OF PELHAM



South Central Surveying, LLC
RESIDENTIAL & COMMERCIAL LAND SURVEYING

156 SUNSET TRAIL
ALABASTER, ALABAMA 35007
PHONE 205-228-1983

▲ = OVERHEAD POWER
▲ = CALCULATED POINT

U.T.S. = UNABLE TO SET
POB = POINT OF BEGINNING
POE = POINT OF ENDING

⊙ = LIGHT POLE
○ = CAPPED REBAR SET
● = CAPPED REBAR FOUND

--- = NOT TO SCALE
CONC. = CONCRETE
--- = FENCE