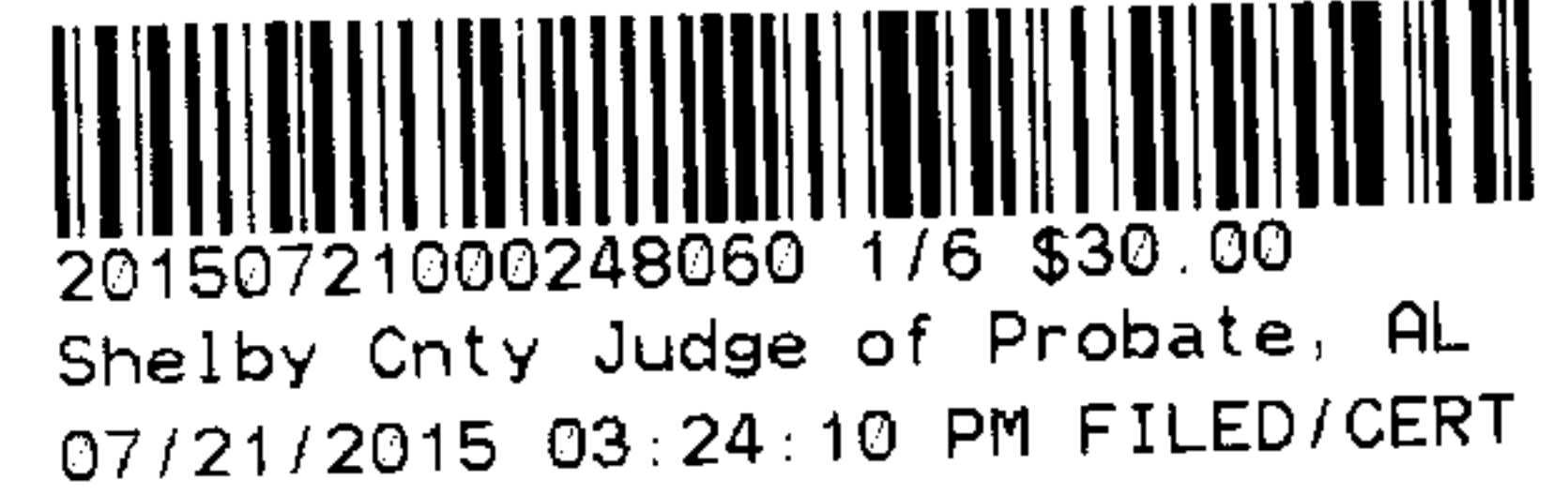


\$500

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

PROJECT NO.: CMAQ-PE12(926)  
CPMS PROJ. NO.: 100056496-2  
TRACT NO. 3 (0.14 ACRES)

# TEMPORARY CONSTRUCTION EASEMENT



**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid to the undersigned **PELHAM BOARD OF EDUCATION** (the “Grantor”), in hand paid by the **CITY OF PELHAM, ALABAMA** (the “Grantee”), the receipt and sufficiency of which is acknowledged, Grantor does grant and convey unto Grantee, a temporary construction easement on that certain real estate situated in Shelby County, Alabama, that is described immediately below and depicted on the Drawing that is attached as **Exhibit A** and made a part hereof (the “Construction Easement”).

A parcel of land situated in the Northwest quarter of the Northeast quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 11 and run North 89 degrees 06 minutes 29 seconds West along the South line thereof for a distance of 281.96 feet to a point on the Western-most right of way line of Bearden Road (right of way varies); thence run North 31 degrees 48 minutes 36 seconds West along said right of way line for a distance of 121.40 feet; thence North 48 degrees 38 minutes 13 seconds West along said right of way line for a distance of 71.38 feet to a point on a curve turning to the right, said curve having a radius of 2934.79 feet, a central angle of 07 degrees 50 minutes 18 seconds, a chord bearing of North 26 degrees 12 minutes 37 seconds West, and a chord distance of 401.18 feet; thence run along the arc of said curve and along said right of way line for a distance of 401.49 feet to a point on the Southern-most right of way line of Panther Circle; thence run North 05 degrees 58 minutes 20 seconds East along a line that is non-tangent to the previous curve for a distance of 64.57 feet to a point on the Southern-most right of way line of Panther Circle and the said Western-most right of way line of Bearden Road, said point also being on a non-tangent curve turning to the right, said curve having a radius of 2904.79 feet, a central angle of 08 degrees 34 minutes 26 seconds, a chord bearing of North 16 degrees 51 minutes 44 seconds West, and a chord distance of 434.28 feet; thence run along the arc of said curve and along said Western-most right of way line for distance of 434.69 feet; thence run North 12 degrees 30 minutes 00 seconds West along said right of way line for a distance of 271.35 feet; thence run North 23 degrees 48 minutes 34 seconds West along said right of way line for a distance of 50.99 feet; thence run North 12 degrees 29 minutes 58 seconds West along said right of way line for a distance of 161.07 feet to the POINT OF BEGINNING; thence leaving said right of way line



run North 30 degrees 19 minutes 10 seconds West for a distance of 51.24 feet; thence run North 83 degrees 16 minutes 48 seconds West for a distance of 49.92 feet; thence run North 88 degrees 08 minutes 33 seconds West for a distance of 42.59 feet; thence run South 84 degrees 41 minutes 25 seconds West for a distance of 42.85 feet; thence run South 75 degrees 25 minutes 16 seconds West for a distance of 41.40 feet; thence run South 63 degrees 32 minutes 11 seconds West for a distance of 44.43 feet; thence run South 49 degrees 33 minutes 07 seconds West for a distance of 47.10 feet; thence run South 42 degrees 37 minutes 06 seconds West for a distance of 41.50 feet; thence run South 34 degrees 18 minutes 00 seconds West for a distance of 49.78 feet; thence run North 55 degrees 39 minutes 41 seconds West for a distance of 17.73 feet to a point on the Southern-most right of way line of Panther Circle, said point also being on curve turning to the right, said curve having a radius of 258.23 feet, a central angle of 61 degrees 30 minutes 02 seconds, a chord bearing of North 58 degrees 46 minutes 46 seconds East, and a chord distance of 264.06 feet; thence run along the arc of said curve and along said Southern-most right of way line for a distance of 277.18 feet; thence run North 89 degrees 31 minutes 48 seconds East along said Southern-most right of way line for a distance of 107.42 feet to a point on the said Western-most right of way line of Bearden Road; thence run South 12 degrees 29 minutes 58 seconds East along said Western-most right of way line for a distance of 64.33 feet to the POINT OF BEGINNING. Said parcel contains 5,904 square feet or 0.14 acres more or less.

The Construction Easement is limited for the purpose of operations concerning the above referenced Project, and it shall terminate and revert automatically to Grantor, its successors and assigns, on the earlier of two (2) years from the date hereof or upon the completion of construction of the above-reference Project, after which time the Construction Easement shall not constitute a cloud on the title to Grantor's real property.

As a further condition of the grant herein, and by Grantee's acceptance hereof, Grantee, on behalf of itself, and its employees, agents, contractors and all others authorized by it to perform operations on the above-described Project (collectively, the "Grantee Representatives"), covenants and agrees to each of the following: (a) neither Grantor nor any of its agents, employees or officials shall in any way be liable for any injury to the extent allowed by law or damage whatsoever to persons or property that may result from the use by Grantee or the Grantee Representatives of the easement granted hereunder; (b) Grantor makes no representations that the easement area is safe or free of any defects, latent or patent, or fit for the purposes intended by Grantee; (c) Grantee assumes all risk of personal injury and death of the Grantee Representatives and/or property damage of the Grantee from the use of said easement by the Grantee or the Grantee Representatives; (d) Grantee, on behalf of its successors and assigns, accepts the Construction Easement in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, including any physical and environmental conditions; (e) Grantee accepts the Construction Easement without any warranty, express or implied, by Grantor as to its title, right or interest in that easement; (f) Grantee agrees to remediate the easement area and surrounding areas and be responsible for any and all liabilities under CERCLA, RCRA, or the HMTA, or any other local, state, or federal laws, rules, regulations, or ordinances designed to protect the environment that

may arise from the operations of Grantee or the Grantee Representatives on or about the easement area; (For the purpose of this provision, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. § 5102, et seq., as amended.); and (g) upon termination of the Construction Easement, the Grantee or the Grantee Representatives will restore the easement area to a condition that is reasonably consistent with that existing before the grant of this easement.

**TO HAVE AND TO HOLD** unto the Grantee, and its successors or assigns.

(Signature Page Follows)



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Shelby Cnty Judge of Probate, AL  
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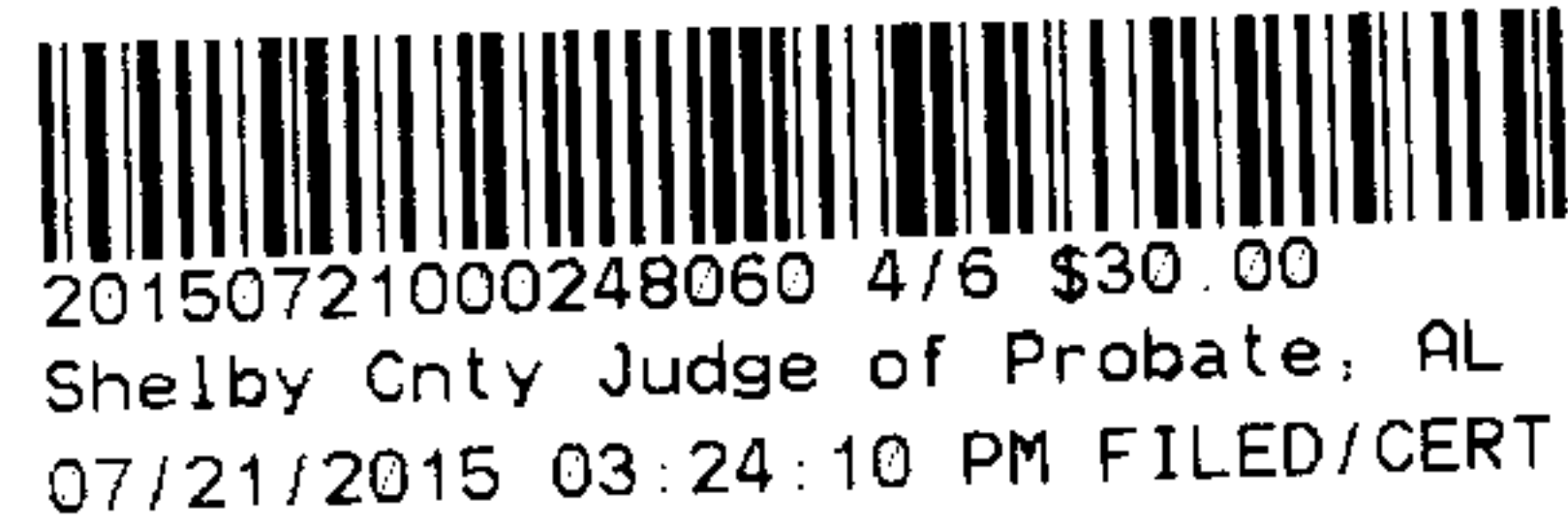


IN WITNESS WHEREOF, Grantor has hereto set its signature and seal on the date of the acknowledgment of Grantor's signature below, to be effective as of 6-2, 2015.

PELHAM BOARD OF EDUCATION (GRANTOR)

By: *Rick Rhoades*  
Rick Rhoades

Its: President



STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rick Rhoades, whose name as the President of the Pelham Board of Education, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this the 2 day of June, 2015.

*Pam Crutwell Shifer*  
Notary Public

[AFFIX SEAL]

Notary Public - Alabama State At Large  
My Commission Expires  
October 2, 2017  
~~Bonded Thru Notary Public Underwriters~~

My commission expires:

This instrument prepared by:

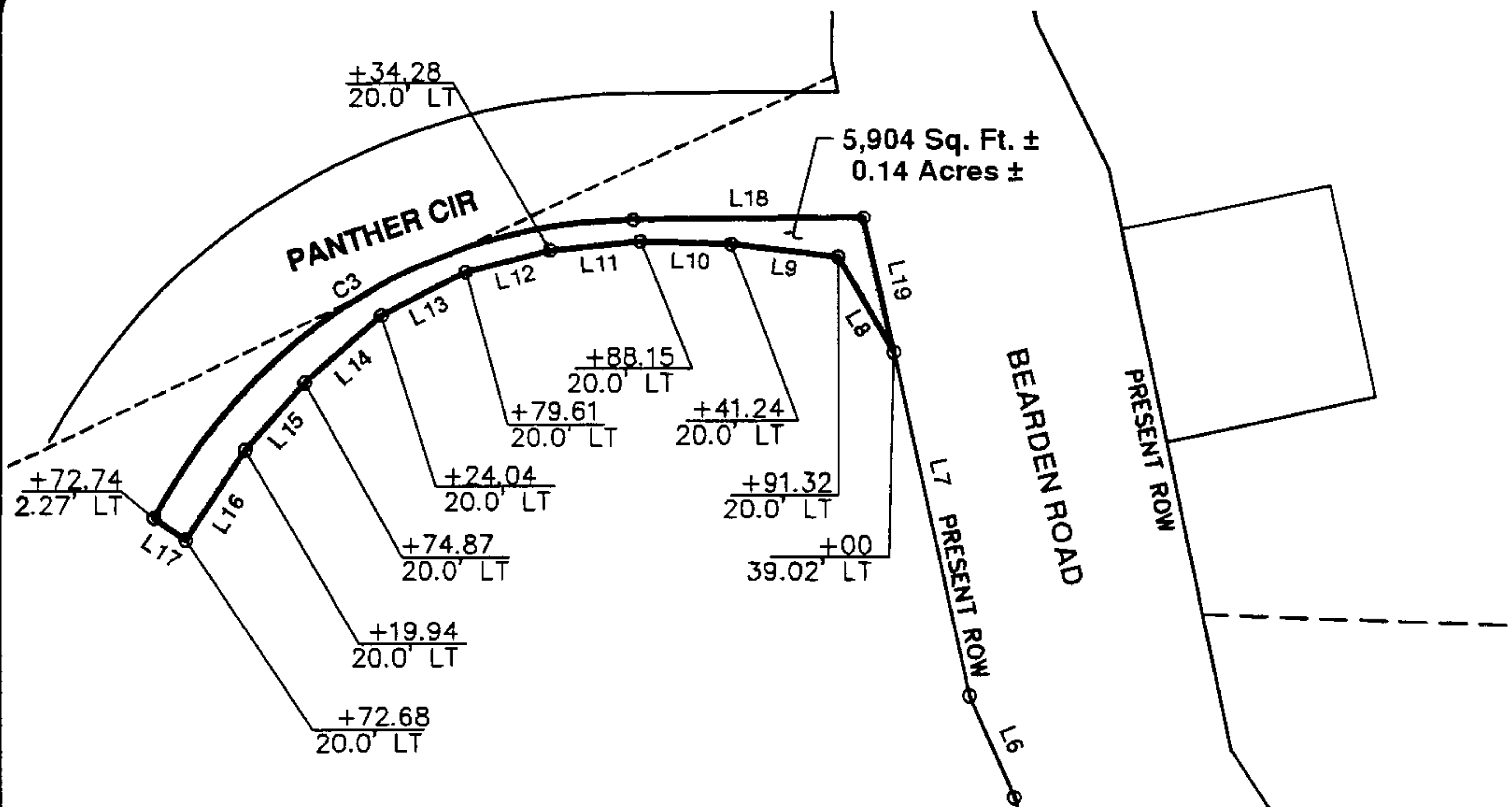
Steven T. Stine -Bishop, Colvin, Johnson & Kent  
1910 First Ave. North  
Birmingham, AL 35203

EXHIBIT A – DRAWING DEPICTING CONSTRUCTION EASEMENT – TRACT 3

See attached.



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Shelby Cnty Judge of Probate, AL  
07/21/2015 03:24:10 PM FILED/CERT

LINE	BEARING	DISTANCE
L1	N 89°06'29" W	281.96'
L2	N 31°48'36" W	121.40'
L3	N 48°38'13" W	71.38'
L4	N 05°58'20" E	64.57'
L5	S 12°30'00" E	271.35'
L6	N 23°48'34" W	50.99'
L7	N 12°29'58" W	161.07'
L8	N 30°19'10" W	51.24'
L9	N 83°16'48" W	49.92'
L10	N 88°08'33" W	42.59'
L11	S 84°41'25" W	42.85'
L12	S 75°25'16" W	41.40'
L13	S 63°32'11" W	44.43'
L14	S 49°33'07" W	47.10'
L15	S 42°37'06" W	41.50'
L16	S 34°18'00" W	49.78'
L17	N 55°39'41" W	17.73'
L18	N 89°31'48" E	107.42'
L19	S 12°29'58" E	64.33'

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	401.49'	2934.79'	7°50'18"	N 26°12'37" W	401.18'
C2	434.69'	2904.79'	8°34'26"	N 16°51'44" W	434.28'
C3	277.18'	258.23'	61°30'02"	N 58°46'46" E	264.06'

**P.O.C.**  
FOUND 5/8" REBAR  
SOUTHEAST CORNER  
SW 1/4 - NE 1/4  
SEC. 11, T20S, R3W

TRACT NUMBER ③

OWNER: PELHAM BOARD OF EDUCATION

TEMPORARY CONSTRUCTION EASEMENT:  
0.14 ACRES

CITY OF PELHAM  
BEARDEN ROAD

SCALE: 1" = 100'

DATE: 3/3/15

REVISED:



GSA PROJECT NO. 26895