

PERMANENT EASEMENT DEED**The Medical Clinic Board**
of the City of Hoover

PID #: 03 9 32 0 001 006.011

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (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 (herein defined as the (the "Easement Area") for the purpose of constructing, operating, maintaining and repairing water and/or sanitary sewer mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee; provided, however all of the foregoing, where reasonably feasible, shall be located underground. Said Easement Area being located within the property of the undersigned Grantors as described in Map Book 14 Page Number 79, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A parcel of land situated in North half of the Southwest Quarter of Section 32, Township 18 South, Range 1 West, Hoover, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the Southeast corner of Lot 2, Greystone Subdivision-3rd Sector as recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 87 degrees 11 minutes 29 seconds West along the South line of said Lot 2 for a distance of 873.89 feet to a point on the Eastern Right of Way of Alabama Highway 119; thence run South 22 degrees 25 minutes 57 seconds West along said Right of Way for a distance of 390.10 to the point of commencement of a curve to the left, said curve having a radius of 6625.00 feet, and a central angle 01 degrees 22 minutes 21 seconds, a chord bearing of South 21 degrees 44 minutes 31 seconds West for a chord distance of 158.70 feet; thence run along the arc of said curve and along said Right of Way for a distance of 158.71 feet to a set 5/8 inch rebar capped rebar stamped CA-560LS, said point being a point on the West line of Lot 1, EBSCO'S FED Addition to Hoover, as recorded in Map Book 44, page 108, in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 21 degrees 03 minutes 20 seconds West along said right of way and along the West line of said Lot 1 for a distance of 179.59 feet to the POINT OF BEGINNING; thence leaving said right of way, run South 68 degrees 56 minutes 40 seconds East for a distance of 14.60 feet; thence run South 21 degrees 03 minutes 20 seconds West for a distance of 40.54 feet; thence run South 68 degrees 56 minutes 40 seconds East for a

distance of 11.47 feet; thence run South 21 degrees 03 minutes 20 seconds West for a distance of 15.50 feet; thence run South 68 degrees 56 minutes 40 seconds East for a distance of 13.68 feet; thence run South 21 degrees 03 minutes 20 seconds West for a distance of 22.85 feet to a point on the South line of said Lot 1; thence run North 68 degrees 50 minutes 37 seconds West along the South line of said Lot 1 for a distance of 39.75 feet to the Southwest corner of said Lot 1 and a point on the Eastern Right of Way of said Alabama Highway 119; thence run North 21 degrees 03 minutes 20 seconds East along the West line of said Lot 1 and along said right of way for a distance of 78.83 feet to the POINT OF BEGINNING. Said parcel contains 1,903 square feet or 0.04 acres more or less.

The approximate alignment and orientation of easement is as shown on the attached Exhibit A. (the "Easement Area")

The Grantee shall have the right and privilege of a perpetual use of the Easement Area 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 the Easement Area when deemed reasonably necessary for the avoidance of danger in and about said public use of the Easement Area.


The Grantee shall have free access, ingress and egress over the Easement Area and access to the easement area over and across portions of the Grantors property used for driveways and/or parking area adjacent to the Easement Area for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the Easement Area, or do any act or thing which could reasonably be expected (in the opinion of Grantee) to 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 the Easement Area or interfere with the right of the Grantee to enter upon the Easement Area 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 the Easement Area and adjacent vacant land of Grantor for the purposes heretofore expressed. Any and all disturbed areas within said easement shall be put back by Grantee to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

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. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the Easement Area of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water and/or sanitary sewer line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.


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Shelby Cnty Judge of Probate, AL
10/07/2015 10:58:02 AM FILED/CERT

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 6th day of October, 2015.

Owner: The Medical Clinic Board of the City of Hoover

By: Charles A. Faulkner
_____, Its Chairman


STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles A. Faulkner whose name as Chairman of The Medical Clinic Board of the City of Hoover, a public corporation, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this the 6th day of October, 2015.

(NOTARY SEAL)

Stacey Ann Moskley
Notary Public
My commission expires: 7/24/19


20151007000351950 4/5 \$27.00
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