


River Road (CR251)

THIS INSTRUMENT PREPARED BY:

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Box 870106
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STATE OF ALABAMA }

SHELBY COUNTY }


20161027000396050 1/8 \$37.00
Shelby Cnty Judge of Probate, AL
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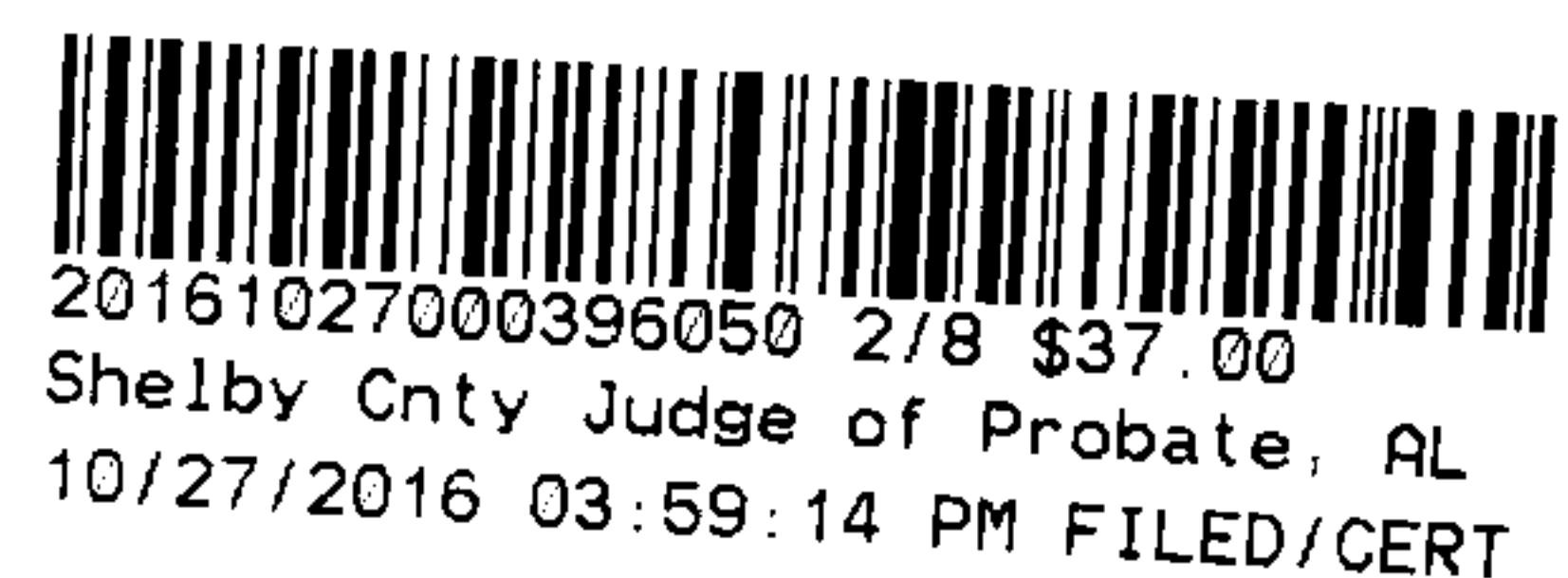
PUBLIC RIGHT-OF-WAY AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, The Board of Trustees of The University of Alabama, a corporation, (hereinafter sometimes referred to as the "University"), for and in consideration of the sum of Ten Thousand and six hundred sixty five (\$10,665.00) Dollars, to it in hand paid by Shelby County, the receipt of which is hereby acknowledged, and subject to certain rights of reverter and conditions imposed herein, does hereby grant to Shelby County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of egress and ingress to and from said right-of-way and the right to cut and keep clear all trees and undergrowth and other obstructions on said right-of-way and danger trees adjacent thereto which now or may hereafter injure or endanger any of the works on said right-of-way, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across, or upon, said area herein conveyed without written permission of Shelby County; however, reserving, excepting, and imposing certain rights, limitations, conditions and restrictions as

hereinafter set out. Said right-of-way and easement being located in Shelby County, Alabama, and described as follows, to wit:

County Road 251 (River Road)

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 18; thence run South 00 degrees 38 minutes 55 seconds East along East section line for a distance of 21.92 feet to the POINT OF BEGINNING which is the point of commencement of a curve to the right, said curve having a radius of 2530.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of North 69 degrees 33 minutes 03 seconds East for a chord distance of 200.81 feet; thence run along arc of said curve for a distance of 200.87 feet; thence run North 71 degrees 49 minutes 31 seconds East for a distance of 384.74 feet to the point of commencement of a curve to the left, said curve having a radius of 970.00 feet, a central angle of 19 degrees 38 minutes 54 seconds, a chord bearing of North 62 degrees 00 minutes 04 seconds East for a chord distance of 331.01 feet; thence run along arc of said curve for a distance of 332.64 feet; thence run North 52 degrees 10 minutes 37 seconds East for a distance of 587.98 feet to the point of commencement of a curve to the right, said curve having a radius of 2530.00 feet, a central angle of 09 degrees 28 minutes 09 seconds, a chord bearing of North 56 degrees 54 minutes 41 seconds East for a chord distance of 417.65 feet; thence run along arc of said curve for a distance of 418.13 feet; thence run North 61 degrees 38 minutes 46 seconds East for a distance of 93.49 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 61 degrees 12 minutes 58 seconds, a chord bearing of North 31 degrees 02 minutes 17 seconds East for a chord distance of 198.57 feet; thence run along arc of said curve for a distance of 208.34 feet; thence run North 00 degrees 25 minutes 48 seconds East for a distance of 273.87 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 42 degrees 27 minutes 01 seconds, a chord bearing of North 21 degrees 39 minutes 18 seconds East for a chord distance of 184.64 feet; thence run along arc of said curve for a distance of 188.93 feet; thence run North 42 degrees 52 minutes 49 seconds East for a distance of 240.25 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 23 degrees 41 minutes 45 seconds, a chord bearing of North 31 degrees 01 minutes 56 seconds East for a chord distance of 80.07 feet; thence run along arc of said curve for a distance of 80.65 feet; thence run North 19 degrees 11 minutes 03 seconds East for a distance of 236.79 feet to the point of commencement of a curve to the right, said curve having a radius of 330.00 feet, a central angle of 52 degrees 28 minutes 22 seconds, a chord bearing of North 45 degrees 25 minutes 14 seconds East for a chord distance of 291.77 feet; thence run along arc of said curve for a distance of 302.22 feet; thence run North 71 degrees 39 minutes 25 seconds East for a distance of 290.31 feet to the point of commencement of a curve to the left, said curve having a radius of 320.00 feet, a central angle of 65 degrees 12 minutes 49 seconds, a chord bearing of North 39 degrees 03 minutes 01 seconds East for a chord distance of 344.88 feet; thence run along arc of said curve for a distance of 364.22 feet; thence run North 06 degrees 26 minutes 36 seconds East for a distance of 133.28 feet; thence run South 89 degrees 57 minutes 28 seconds East for a distance of 60.38 feet; thence run South 06 degrees 26 minutes 36 seconds West for a distance of 140.01 feet; thence run South



71 degrees 39 minutes 25 seconds West for a distance of 290.31 feet; thence run South 19 degrees 11 minutes 03 seconds West for a distance of 236.79 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 23 degrees 41 minutes 45 seconds, a chord bearing of South 31 degrees 01 minutes 56 seconds West for a chord distance of 104.71 feet; thence run along arc of said curve for a distance of 105.46 feet; thence run South 42 degrees 52 minutes 49 seconds West for a distance of 240.25 feet to the point of commencement of a curve to the left, said curve having a radius of 195.00 feet, a central angle of 42 degrees 27 minutes 01 seconds, a chord bearing of South 21 degrees 39 minutes 18 seconds West for a chord distance of 141.19 feet; thence run along arc of said curve for a distance of 144.47 feet; thence run South 00 degrees 25 minutes 48 seconds West for a distance of 273.87 feet to the point of commencement of a curve to the right, said curve having a radius of 255.00 feet, a central angle of 61 degrees 12 minutes 58 seconds, a chord bearing of South 31 degrees 02 minutes 17 seconds West for a chord distance of 259.67 feet; thence run along arc of said curve for a distance of 272.45 feet; thence run South 61 degrees 38 minutes 46 seconds West for a distance of 93.49 feet to the point of commencement of a curve to the left, said curve having a radius of 2470.00 feet, a central angle of 09 degrees 28 minutes 09 seconds, a chord bearing of South 56 degrees 54 minutes 41 seconds West for a chord distance of 407.75 feet; thence run along arc of said curve for a distance of 408.21 feet; thence run South 52 degrees 10 minutes 37 seconds West for a distance of 587.98 feet to the point of commencement of a curve to the right, said curve having a radius of 1030.00 feet, a central angle of 19 degrees 38 minutes 54 seconds, a chord bearing of South 62 degrees 00 minutes 04 seconds West for a chord distance of 351.49 feet; thence run along arc of said curve for a distance of 353.22 feet; thence run South 71 degrees 49 minutes 31 seconds West for 384.74; to the point of commencement of a curve to the left, said curve having a radius of 2470.00 feet, a central angle of 06 degrees 23 minutes 15 seconds, a chord bearing of South 69 degrees 16 minutes 05 seconds West for a chord distance of 220.41 feet; thence run along arc of said curve for a distance of 220.48 feet; thence run North 00 degrees 38 minutes 55 seconds West for a distance of 64.88 feet to the POINT OF BEGINNING. Said parcel contains 263,059 square feet or 6.04 acres more or less.

Also a temporary construction easement described as follows:

A strip of land 100 feet to each side of the centerline of River Road, located outside River Road right of way being located in Parcel 24-4-18-0-000-001.000 as shown on the attached tract sketch, situation in the North half of Section 18, Township 21 South, Range 4 West, Shelby County, Alabama containing 14.08 acres, more or less.

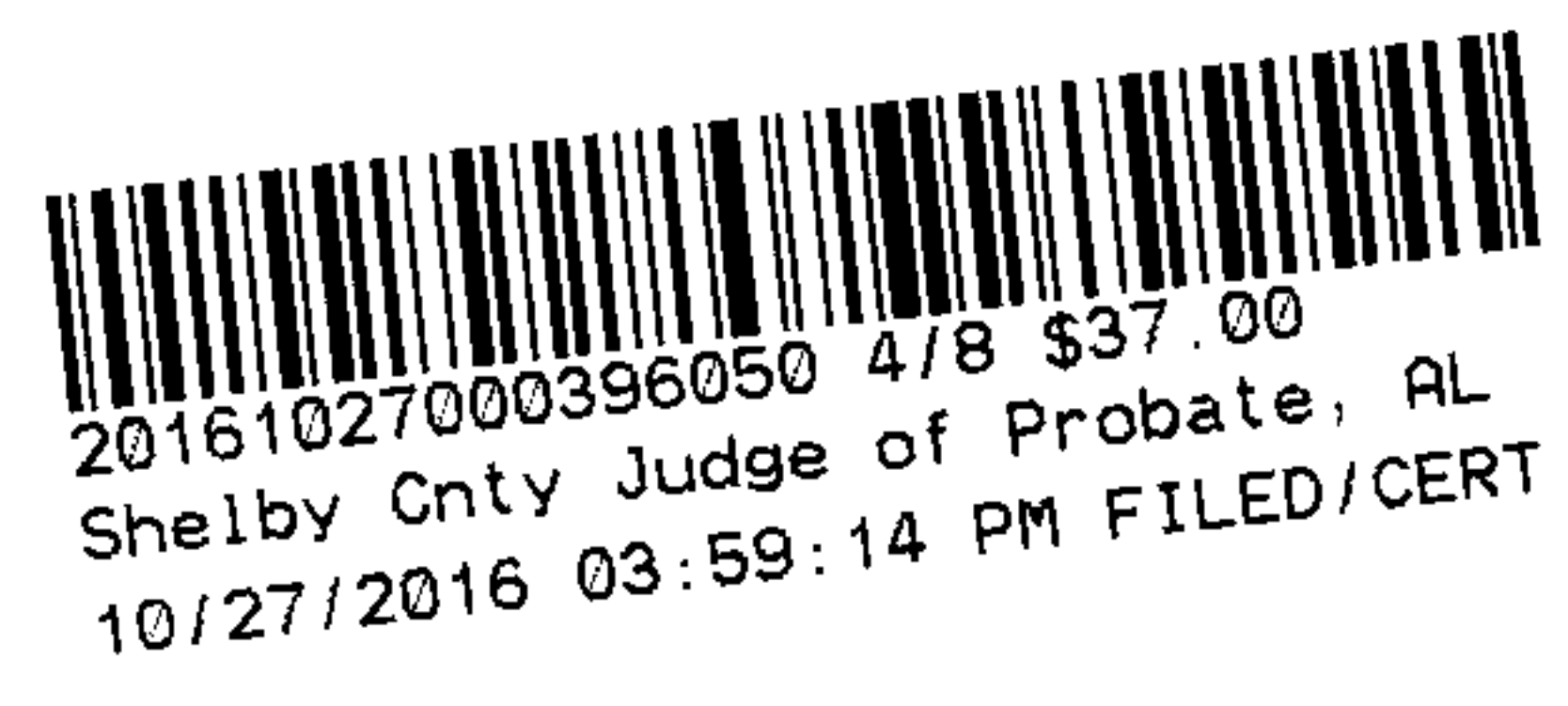
To the extent allowed by law, Shelby County agrees to indemnify, protect and hold harmless the University against any and all claims for damages by reason of Shelby County's entry, construction, operation and maintenance of its facilities; provided, however, nothing herein shall be construed as requiring Shelby County to indemnify and save the University harmless against any damage to the extent the same may be caused by the sole or concurrent acts of negligence of The University of Alabama, its employees or

agents.

This grant of right-of-way and easement is made and accepted upon the following conditions subsequent which shall be binding upon and enforceable against said Shelby County, its successors and assigns, and each of them as follows:

Shelby County, its successors or assigns, shall utilize the easement herein granted only for the purposes stated herein and shall not make a different or varying use other than said purpose. Nothing contained herein shall be construed or interpreted so as to require Shelby County to utilize the right-of-way and easement herein granted. Misuse, non-use, or abandonment of said easement shall constitute a breach of this condition subsequent. In the event of such a breach, (whether caused by legal or other inability of Shelby County, its successors or assigns) in performing any of the obligations herein set forth, and should Shelby County fail to remedy such condition within 90 days after written notice of a breach having occurred, then all right, title and interest in and to the easement or grant herein made, shall, at the option of the University, revert to and become the property of the University, or its successors in title who have an immediate right of entry thereon, and Shelby County, its successors or assigns, shall forfeit all right, title, and interest in and to the above described property and any and all of the tenements, hereditaments, and appurtenances thereunto belonging. Should the University fail to insist in any one or more instances upon complete performance of any of the said conditions, such failure shall not be construed as a waiver or relinquishment of the future performance of any such conditions, but the obligations of Shelby County with respect to such future performance shall continue in full force and effect. Further, the remedy of reentry upon breach shall not serve to bar or prevent any other remedy provided by law to the University upon the breach of such conditions.

Shelby County, by its acceptance of this easement, covenants and agrees for itself, its successors and assigns, and every successor in interest to the easement herein granted or any part thereof, which covenant shall attach to and run with the easement and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the University, its successors or assigns, against Shelby County, its successors or assigns and every successor in interest, or any part thereof, that:




1. Upon abandonment or non-use of the easement, Shelby County will, at its own expense, and within a reasonable time after written request by the University to do so, remove its facilities placed upon said property and restore same to a reasonable condition; and quitclaim deed all interests herein granted back to The Board of Trustees of The University of Alabama.
2. The consideration recited hereinabove does include the timber now on the herein described right-of-way; however, should Shelby County hereafter desire to cut any danger trees along said easement under any authority granted in this instrument, Shelby County will prior to cutting any danger tree(s), give notice to the University (Office of Land Management, Box 870176, Tuscaloosa, Alabama, 35487-0176, or at such other address as may from time to time be suggested) of its intention to cut the said danger tree(s) not less than 90 days prior to the time the cutting will take place. The University shall have 60 days after receipt of the notice of intention to cut, during which it may elect to harvest the danger tree(s) itself or may notify Shelby County that it will not harvest said tree(s). In the event the University either elects not to harvest the danger trees or otherwise fails to communicate with Shelby County prior to the expiration of 60 days after notification of Shelby County's intention to cut, then Shelby County shall be entitled to cut and remove the danger tree(s). In any circumstance under which Shelby County cuts or removes a danger tree(s), it shall reimburse the University for the Current market value of the tree(s) cut according to its highest and best use, disregarding difficulties associated with the removal of said trees(s) for commercial purposes. Payment to the University to be made not later than 45 days following the cutting of said trees.
3. To the extent allowed by law, Shelby County agrees to protect and conserve the University's rights and interest in property involved in this easement and adjacent property through reasonable and judicious use and development of the rights granted herein and further agrees to ~~indemnify~~ and pay the University for any damages to such retained rights and interest caused by Shelby County's acts or omissions in its use of the rights conveyed herein. The following examples of loss or damage are some of the losses that can reasonably be expected to occur. The examples are descriptive only and are not intended to limit in any way the occasions or losses for which Shelby County may be liable under this or any other provision of this agreement: (a) overspray or drifting spray, which said spray was intended to keep easement clean of growth which damages growth on adjacent property; (b) leaving rubbish or other material on the easement or adjacent property that becomes infested with insects that move onto property of the University damaging standing timber or other vegetation.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed,
in duplicate, in their respective names by the appropriate officers and officials of each
on this the 21st day of April, 2016.

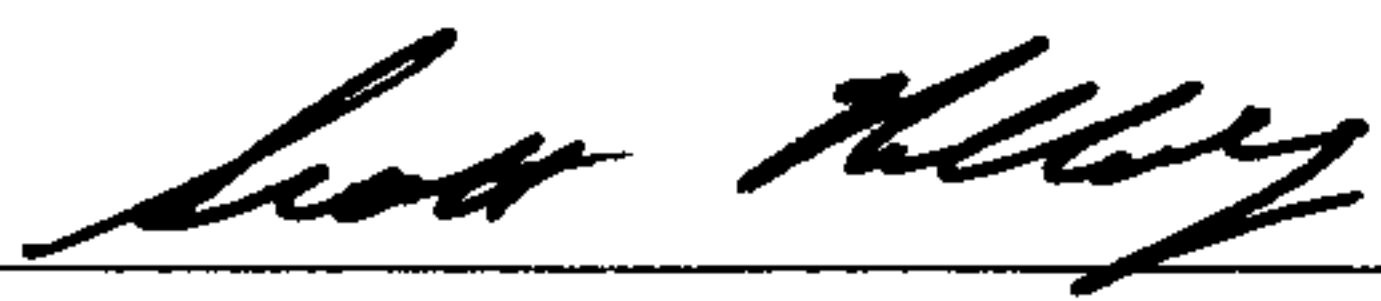
ATTEST:

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, a corp.

By: 
Lynda Gilbert
Vice President for Financial Affairs
and Treasurer
The University of Alabama
Tuscaloosa, Alabama

ATTEST:


SHELBY COUNTY


BY: 
ITS: Chief Civil Engineer

STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that
Lynda Gilbert, whose name as Vice-President for Financial Affairs and Treasurer of The
University of Alabama, 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, she executed the same voluntarily and with full authority on the day the same
bears date.

Given under my hand and official seal this 12th day of April, 2016.


NOTARY PUBLIC
My Commission Expires: 5/31/2019



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STATE OF ALABAMA }
COUNTY OF TUSCALOOSA }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Scott Holladay, whose name as Chief Civil Engineer of Shelby County, 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/she executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal this 22 day of April, 2016.

Regina DeCroy
NOTARY PUBLIC
My Commission Expires: 9/3/18


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