

STATE OF ALABAMA)
)
SHELBY COUNTY)

RIGHT OF WAY EASEMENT ACROSS
FOREVER WILD # 16-05-011

KNOW ALL MEN BY THESE PRESENTS, That the ALABAMA TRUST FUND FOR THE STATE OF ALABAMA, pursuant to Amendment No. 543 to the Constitution of Alabama of 1901 (hereinafter referred to as "GRANTOR"), acting by and through its Chairman of the Alabama Forever Wild Land Trust, for and in consideration of the sum of SIXTY-EIGHT THOUSAND SIX HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$68,652.00), to be provided as described herein by Shelby County (hereinafter referred to as "GRANTEE"), does hereby grant unto GRANTEE a nonexclusive Right of Way Easement for the purpose of expanding an existing right of way along River Road to allow for the re-aligning and paving of the road across the Cahaba River Shelby County Park tract, owned by the Alabama Forever Wild Land Trust and located in Shelby County, Alabama, as follows:

A public dirt road Located at Township 24 South, Range 5 West, Section 24 Shelby County, Alabama, which property is more particularly described on "Exhibit A", attached hereto.

Said Right of Way Easement is granted under the following specific terms, conditions and stipulations:

1. The rights and privileges herein granted shall include the right to construct said improvements within a temporary construction easement as shown on the attached "Exhibit B". After construction completion, this temporary construction easement shall terminate.

2. The total value of consideration to be provided by GRANTEE shall be not less than \$68,652.00, which shall be in the form of improvements to the road, provided however, that in the event the total value of the improvements is less than \$68,652.00 then GRANTEE shall, within 30 days of completion of the improvements, remit to GRANTOR in the form of a check made payable to the Alabama Forever Wild Land Trust the difference between the value of the improvements and \$68,652.00.

3. GRANTEE agrees to save and hold harmless GRANTOR, its board members, officers, agents, and employees and the Department of Conservation and Natural Resources, its officers, agents, and employees, from any and all claims or causes of action which may arise from the Right of Way Easement herein granted or any use of the right of way herein described.

4. GRANTEE agrees to maintain the improved road, as described herein, as long as this agreement is in place. GRANTOR shall not be liable in any way for any unsafe or hazardous conditions associated with lack of maintenance. After final completion of the road improvements, it will be the obligation of GRANTEE to provide all routine and preventive maintenance of the road consistent with the public use thereof, which shall include, but not be limited to, maintaining the road surfaces, clearing ditches, and removing debris from the road and right-of-way.

5. GRANTEE shall obtain all other necessary governmental regulatory permits or authorizations prior to commencement of any road work.

6. GRANTOR reserves all other rights to this Right of Way Easement including the right of ingress and egress over, under, and upon said Right of Way Easement. GRANTOR specifically reserves all minerals and mineral rights, including the right to prospect, drill and develop the same by itself or its agents on the subject property.

7. If, at any time, the said GRANTEE fails to use for a period of two (2) years or abandons the use of the Right of Way Easement for the purpose for which it is granted, the Right of Way Easement herein granted shall automatically revert to GRANTOR.

8. The Right of Way Easement granted by this instrument may not be assigned by GRANTEE without prior written consent of GRANTOR, which consent shall be at the sole discretion of GRANTOR.

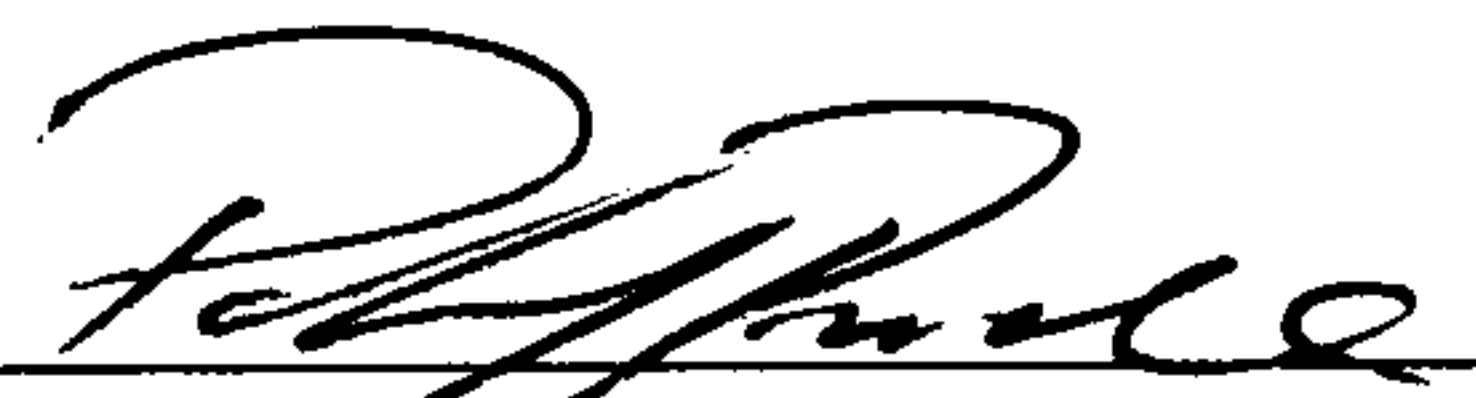
9. GRANTEE agrees that the Laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

10. GRANTEE further agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, national origin, genetic information, veteran status, or disability.

11. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if a contracting party found to be in violation of this provision, shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

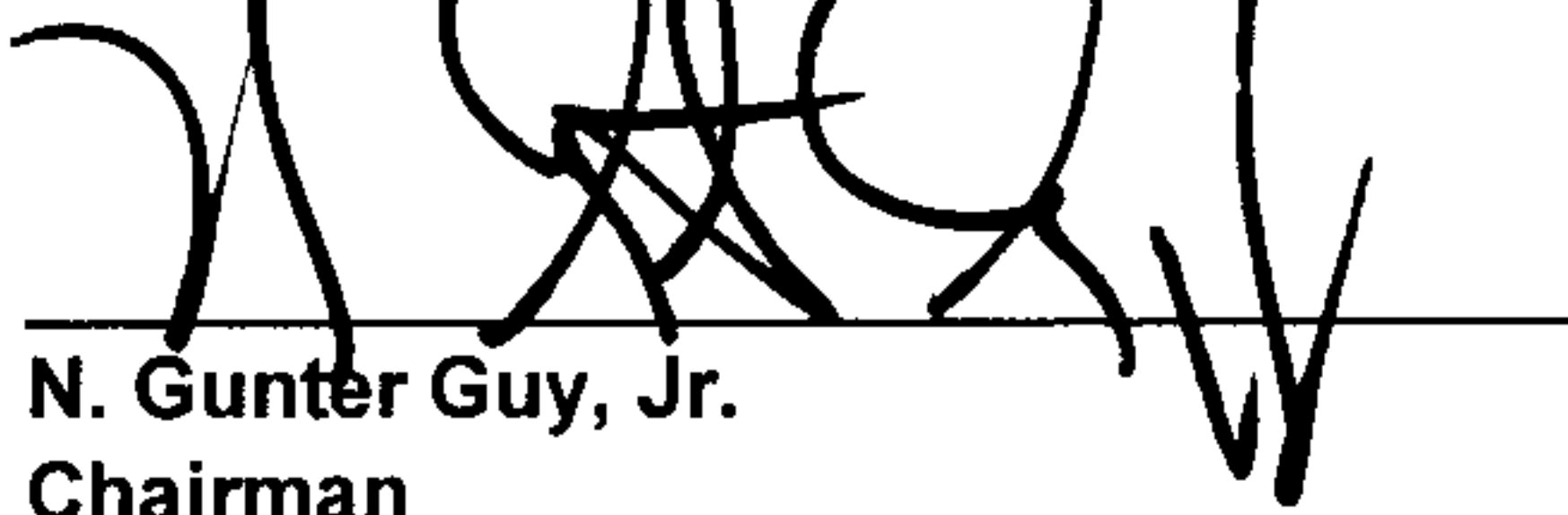
IN WITNESS WHEREOF, the STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, has caused this instrument to be executed by its Commissioner on this the 16 day of June, 2016.

RECOMMENDED:



Patricia J. Powell,
Director
State Lands Division

GRANTOR:
ALABAMA TRUST FUND FOR THE
STATE OF ALABAMA (pursuant to
Amendment 543 to the Alabama
Constitution of 1901)


BY: ALABAMA FOREVER WILD LAND
TRUST


N. Gunter Guy, Jr.
Chairman

GRANTEE:
Shelby County


By: 
Printed Name: Alex Duestock
Title: Co. Mgr.

APPROVED:


Robert Bentley
Governor of Alabama
thf
6/12/16

ATTEST:

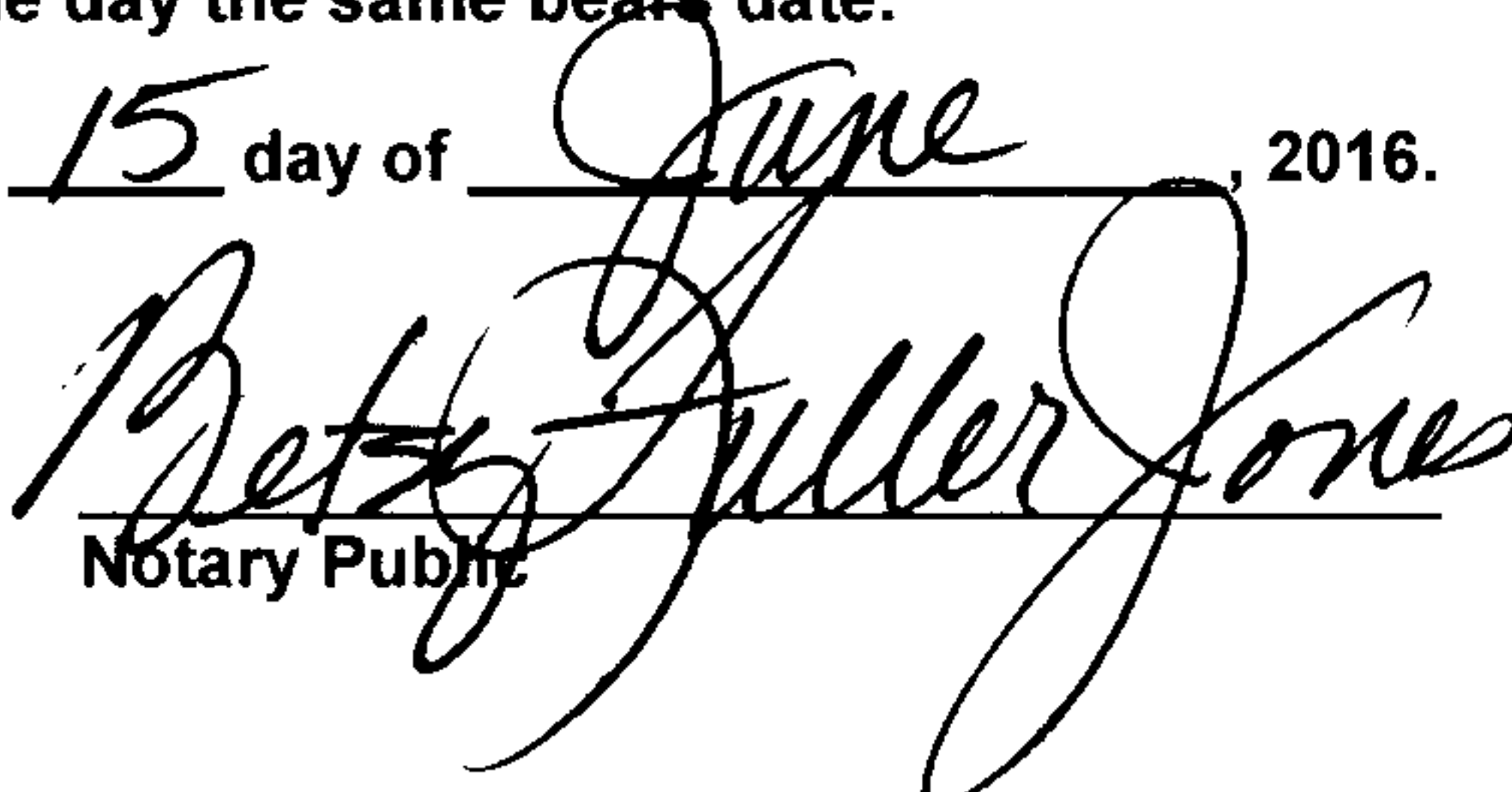

John H. Merrill
Secretary of State


20161027000396060 2/6 \$31.00
Shelby Cnty Judge of Probate, AL
10/27/2016 03:59:15 PM FILED/CERT

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that N. Gunter Guy, Jr., whose name, as Chairman of Alabama Forever Wild Land Trust, 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 the within instrument, he, as such Chairman of Alabama Forever Wild Land Trust, and with full authority, executed the same voluntarily on the day the same bears date.

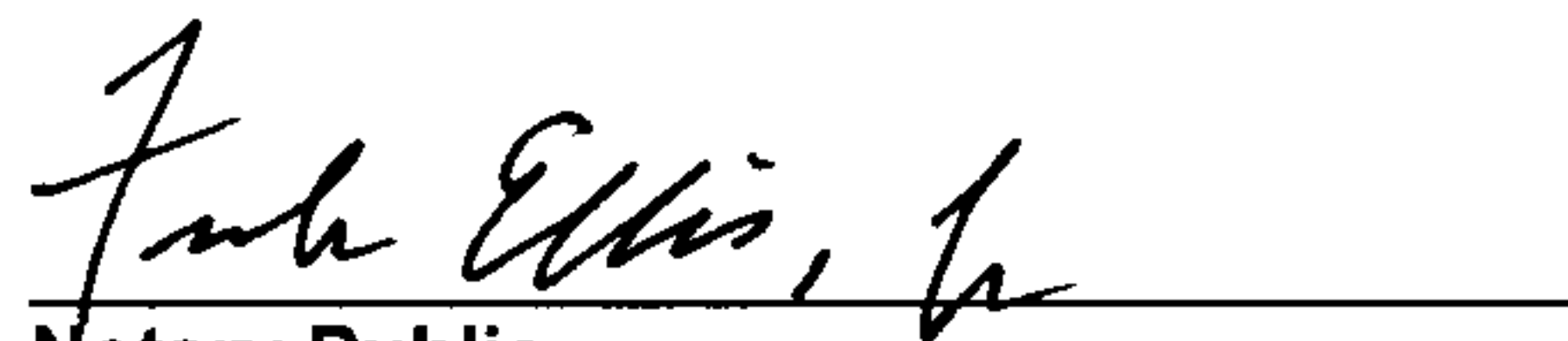
Given under my hand and seal this the 15 day of June, 2016.


Notary Public


STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ALEX DUDCROCK of Shelby County, whose name, 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 the within instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25 day of July, 2016.


Notary Public

*This instrument prepared by
Jennifer Weber, Deputy General Counsel
Department of Conservation and Natural Resources
64 North Union Street
Montgomery, Alabama 36130-1901*


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Shelby Cnty Judge of Probate, AL
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"Exhibit A"
Page 1 of 2

This Right of Way Easement granted is for a parcel of land situated in the East half of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 24; thence run South 0 degrees 45 minutes 01 seconds East along the East line of said Section for a distance of 92.56 feet to the POINT OF BEGINNING; thence run South 0 degrees 45 minutes 01 seconds East for a distance of 63.87 feet; thence run North 70 degrees 41 minutes 28 seconds West for a distance of 97.67 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 43 degrees 28 minutes 39 seconds, a chord bearing of North 48 degrees 57 minutes 08 seconds West for a chord distance of 244.45 feet; thence run along arc of said curve for a distance of 250.41 feet; thence run North 27 degrees 12 minutes 49 seconds West for a distance of 491.20 feet to the point of commencement of a curve to the right, said curve having a radius of 430.00 feet, a central angle of 29 degrees 30 minutes 54 seconds, a chord bearing of North 12 degrees 27 minutes 22 seconds West for a chord distance of 219.07 feet; thence run along arc of said curve for a distance of 221.51 feet; thence run North 2 degrees 18 minutes 05 seconds East for a distance of 284.04 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 25 degrees 14 minutes 42 seconds, a chord bearing of North 10 degrees 19 minutes 16 seconds West for a chord distance of 314.68 feet; thence run along arc of said curve for a distance of 317.24 feet; thence run North 22 degrees 56 minutes 37 seconds West for a distance of 229.48 feet to the point of commencement of a curve to the left, said curve having a radius of 1070.00 feet, a central angle of 17 degrees 26 minutes 09 seconds, a chord bearing of North 31 degrees 39 minutes 42 seconds West for a chord distance of 324.36 feet; thence run along arc of said curve for a distance of 325.61 feet; thence run North 40 degrees 22 minutes 46 seconds West for a distance of 363.32 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 08 degrees 42 minutes 56 seconds, a chord bearing of North 44 degrees 44 minutes 14 seconds West for a chord distance of 147.41 feet; thence run along arc of said curve for a distance of 147.55 feet; thence run North 49 degrees 05 minutes 42 seconds West for a distance of 208.69 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 26 degrees 19 minutes 07 seconds, a chord bearing of North 35 degrees 56 minutes 08 seconds West for a chord distance of 116.11 feet; thence run along arc of said curve for a distance of 117.13 feet; thence run North 22 degrees 46 minutes 35 seconds West for a distance of 301.39 feet to the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of North 12 degrees 11 minutes 35 seconds West for a chord distance of 286.52 feet; thence run along arc of said curve for a distance of 288.15 feet; thence run North 55 degrees 11 minutes 03 seconds East for a distance of 71.33 feet; thence run North 37 degrees 19 minutes 02 seconds East for a distance of 2.35 feet to the point of commencement of a curve to the left, said curve having a radius of 720.00 feet, a central angle of 25 degrees 22 minutes 34 seconds, a chord bearing of South 10 degrees 33 minutes 54 seconds East for a chord

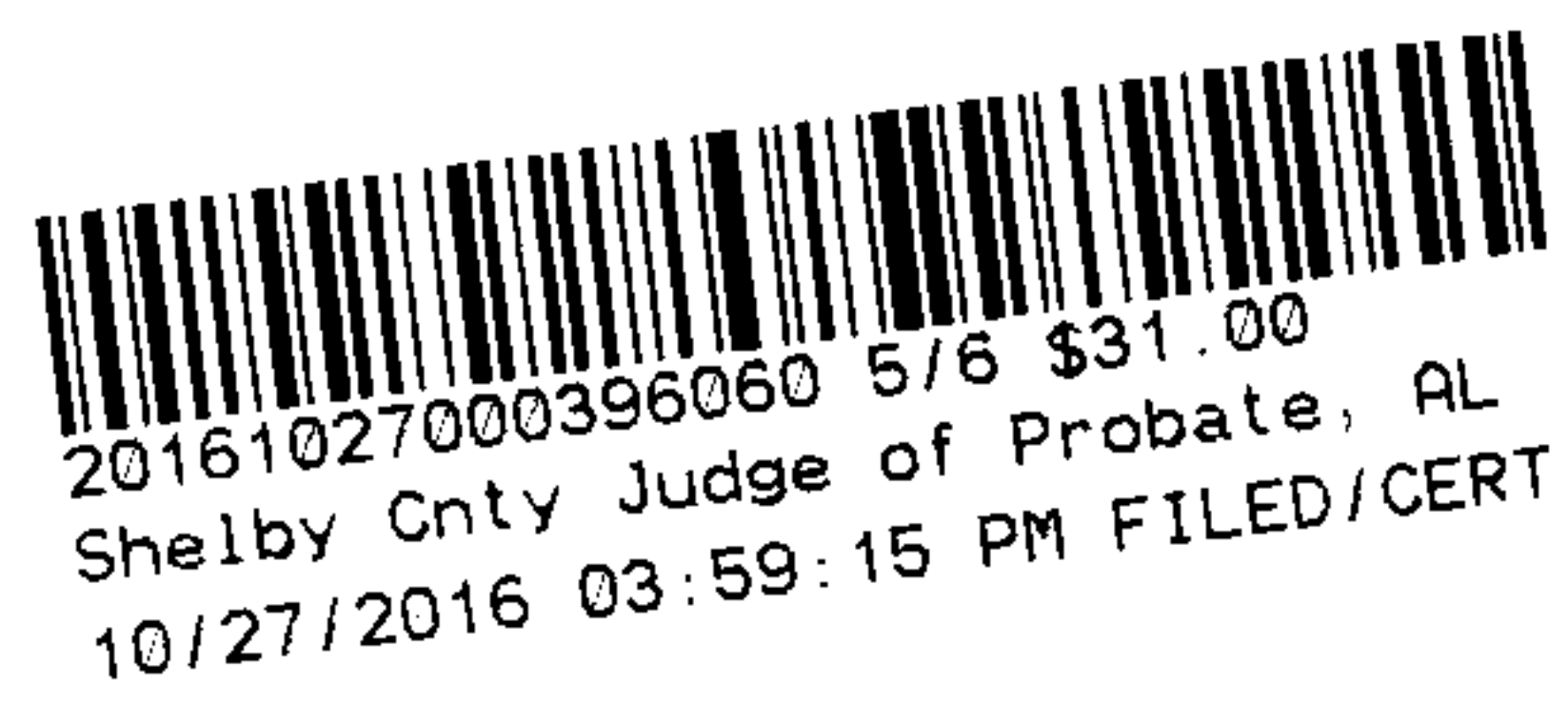


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Shelby Cnty Judge of Probate, AL
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"Exhibit A"
Page 2 of 2

distance of 304.59 feet; thence run along arc of said curve for a distance of 306.91 feet; thence run South 22 degrees 46 minutes 35 seconds East for a distance of 301.39 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 26 degrees 19 minutes 07 seconds, a chord bearing of South 35 degrees 56 minutes 08 seconds East for a chord distance of 88.79 feet; thence run along arc of said curve for a distance of 89.57 feet; thence run South 49 degrees 05 minutes 42 seconds East for a distance of 208.69 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 08 degrees 42 minutes 56 seconds, a chord bearing of South 44 degrees 44 minutes 14 seconds East for a chord distance of 156.53 feet; thence run along arc of said curve for a distance of 156.88 feet; thence run South 40 degrees 22 minutes 46 seconds East for a distance of 363.32 feet; to the point of commencement of a curve to the right, said curve having a radius of 1130.00 feet, a central angle of 17 degrees 26 minutes 09 seconds, a chord bearing of South 31 degrees 39 minutes 42 seconds East for a chord distance of 342.55 feet; thence run along arc of said curve for a distance of 343.87 feet; thence run South 22 degrees 56 minutes 37 seconds East for a distance of 229.48 feet to the point of commencement of a curve to the right, said curve having a radius of 780.00 feet, a central angle of 25 degrees 14 minutes 42 seconds, a chord bearing of South 10 degrees 19 minutes 16 seconds East for a chord distance of 340.90 feet; thence run along arc of said curve for a distance of 343.68 feet; thence run South 2 degrees 18 minutes 05 seconds West for 284.04 feet to the point of commencement of a curve to the left, said curve having a radius of 370.00 feet, a central angle of 29 degrees 30 minutes 54 seconds, a chord bearing of South 12 degrees 27 minutes 22 seconds East for a chord distance of 188.50 feet; thence run along arc of said curve for a distance of 190.60 feet; thence run South 27 degrees 12 minutes 49 seconds East for a distance of 491.20 feet to the point of commencement of a curve to the left, said curve having a radius of 270.00 feet, a central angle of 43 degrees 28 minutes 39 seconds, a chord bearing of South 48 degrees 57 minutes 08 seconds East for a chord distance of 200.00 feet; thence run along arc of said curve for a distance of 204.88 feet; thence run South 70 degrees 41 minutes 28 seconds East for a distance of 75.76 feet to the POINT OF BEGINNING.

Said parcel contains 216,972 square feet or 4.981 acres more or less.





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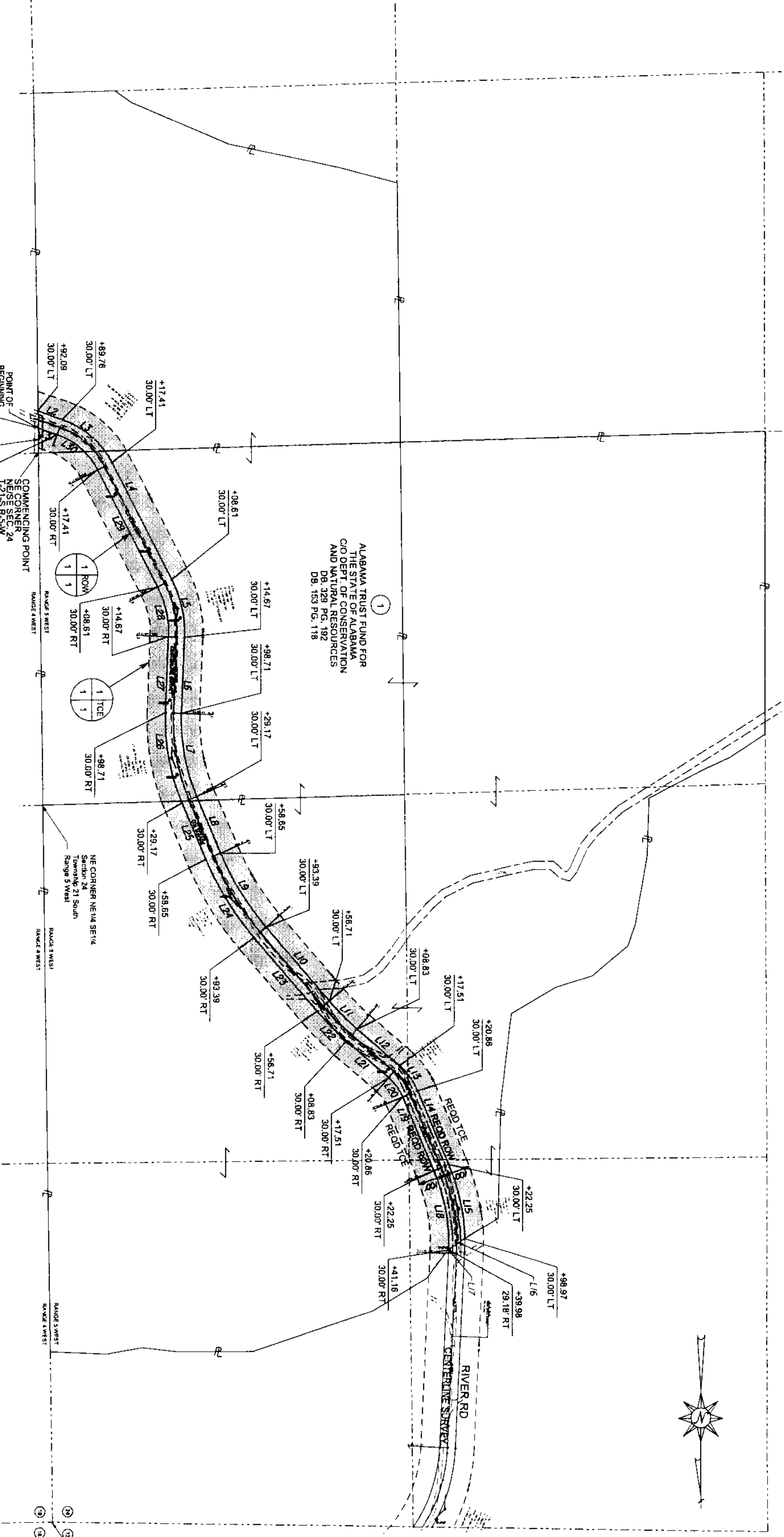
TRACT : NO. 1

OWNER : ALABAMA TRUST FUND FOR THE STATE OF ALABAMA
CO. DEPT. OF CONSERVATION AND NATURAL RESOURCES
SHELBY COUNTY, ALABAMA

TOTAL ACRES 202.862
ACRES SCALE: 1"=200'
R.O.W. ACQUIRED 4.981
REMAINDER 197.881
DATE: 09-09-15
REVISED: 10-15-15

COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE	COURSE	BEARING/ CHORD BEARING	DESCRIPTION	DISTANCE/ CHORD DISTANCE	RADIUS	LENGTH OF CURVE
L1	S 89°14'59" W	TANGENT	93.87	-	-	L12	N 40°54'18" E	TANGENT	208.89	-	-
L2	N 70°41'28" W	TANGENT	97.87	-	-	L13	N 54°03'52" E	CURVE	116.11	255.00	117.13
L3	N 41°02'52" E	CURVE	244.45	330.00	250.41	L14	N 67°13'25" E	TANGENT	301.39	-	-
L4	N 27°12'48" W	TANGENT	481.20	-	-	L15	N 77°47'38" E	CURVE	286.15	780.00	287.78
L5	N 12°27'22" W	CURVE	219.07	430.00	221.51	L16	S 34°48'57" E	TANGENT	72.00	-	-
L6	S 87°41'55" E	TANGENT	284.04	-	-	L17	S 52°40'58" E	TANGENT	1.40	-	-
L7	N 79°40'44" E	CURVE	314.86	720.00	317.24	L18	S 79°24'19" W	CURVE	303.85	720.00	306.15
L8	N 67°03'21" E	TANGENT	229.48	-	-	L19	S 67°13'25" W	TANGENT	301.39	-	-
L9	N 58°20'18" E	CURVE	324.36	1070.00	325.81	L20	S 54°03'52" W	CURVE	98.79	185.00	89.57
L10	N 49°37'14" E	TANGENT	363.32	-	-	L21	S 40°54'18" W	TANGENT	208.89	-	-
L11	N 45°15'48" E	CURVE	147.41	970.00	147.55	L22	S 45°15'48" W	CURVE	156.53	1030.00	156.88

TRACT 1, PARCEL 1 OF 1



ALABAMA TRUST FUND FOR THE STATE OF ALABAMA
CO. DEPT. OF CONSERVATION AND NATURAL RESOURCES
DB. 323 PG. 192
DB. 153 PG. 118

SW CORNER
Section 18
Township 21 South
Range 4 West