

\$500.00 Consideration



20170717000255580 1/9 \$39.50
Shelby Cnty Judge of Probate, AL
07/17/2017 02:58:57 PM FILED/CERT

Prepared by: Graybill Lansche & Vinzani
2721 Devine Street, Columbia, SC 29205

STATE OF ALABAMA)

COUNTY OF SHELBY)

SEWER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") given this 30th day of June, 2017, by Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest) and Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest) (hereinafter, collectively referred to as "Grantor"), to The City of Alabaster (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land located in Shelby County, Alabama, said tract of land being more particularly described on *Exhibit A*, attached hereto and incorporated herein by reference (the "Grantor Property"); and

WHEREAS, Grantor desires to grant to Grantee certain non-exclusive easements as more particularly described herein; and

WHEREAS, the term "Owner" or "Owners" shall mean the respective fee simple owners of the Grantor Property, or any portion thereof, and any and all successors or assigns of such owners of all or any portion of the Grantor Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such property; and

WHEREAS, the term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subject to this Agreement, including the Grantor Property described on *Exhibit A* and any separately identified parcel resulting from a subdivision, if any, thereof.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) received from Grantee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Sewer Line Easement.

a. *Grant of Sewer Line Easement.* Subject to the terms and conditions of this document, Grantor does hereby grant unto Grantee a permanent, perpetual and nonexclusive easement (the "Easement") over, under, upon, through and across the Sewer Easement Area (as such term is hereinafter defined) for the purposes of laying, constructing, inspecting, maintaining, using and repairing an underground a sewer line, including pipes and other usual fixtures necessary for the ordinary transport of sanitary sewer (collectively, the "Systems"), which Systems shall be located underground, with any manholes or other appurtenances to be flush with the ground. The "Sewer Easement Area" shall mean the area described on *Exhibit B* attached hereto and incorporated herein.

b. *Maintenance.* Until such time the Systems are dedicated and accepted by the municipality, Grantee shall maintain all Systems, including lines, pipes and other usual fixtures and

appurtenances in good condition, and Grantee shall immediately repair and restore any damage to the Sewer Easement Area or the Grantor Property or any personal property of Grantor, its successors, assigns or tenants, restore all paving and landscaping resulting from Grantee's installation, use, repair, replacement and/or maintenance of the Systems, all at Grantee's sole cost, and shall indemnify and hold Grantor, its successors, assigns or tenants, harmless from and against any and all liabilities that may occur as a result of the Easement granted herein. Grantee shall perform (or cause to be performed) the installation, repair, replacement and maintenance of its installations in a manner so as not to disrupt the normal operations of the Grantor Property.

3. Legal Effect. The Easement and covenants shall run with the Parcels and shall bind each party, its successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Parcels, or any portion thereof. The rights declared hereby: (i) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; (ii) shall be perpetual and shall run with the land, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns; (iii) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Parcels; and (iv) are made in contemplation of commercial use, and are of commercial character. It is the Parties' express intent that the Easement shall not, at any time, merge by operation of law into an Owner's title or interest in any Parcel, but that the Easement shall remain separate and distinct rights and estates in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any Parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which Easement shall remain separate and distinct and estates in land.

4. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

5. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against each party and its successors and assigns.

6. Severability. If any covenant, restriction, or provision contained in this Agreement is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants, restrictions, and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant, restriction, and provision contained in this Agreement will be valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

[Signatures on Following Pages]

GRANTOR SIGNATURE PAGE TO SEWER EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Sewer Easement Agreement to be duly executed as of the day and year first above written.

Dewey V. and Ki Pun S. Glass Charitable
Remainder Unitrust, a charitable remainder unitrust
(one-half interest)

By: Dewey V. Glass
Name: Dewey V. Glass
Its: Trustee

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public, hereby certify that Dewey V. Glass, as the Trustee of the Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand and seal this the 20th day of May, 2017.

Tamera L. Langford
Notary Public

My Commission Expires: 2-22-20

[SEAL]



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GRANTOR SIGNATURE PAGE TO SEWER EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Sewer Easement Agreement to be duly executed as of the day and year first above written.

Dewey V. and Ki Pun S. Glass Charitable
Remainder Unitrust, a charitable remainder unitrust
(one-half interest)

By: Ki Pun S. Glass
Name: Ki Pun S. Glass
Its: Trustee

STATE OF Alabama)
COUNTY OF Shelby)

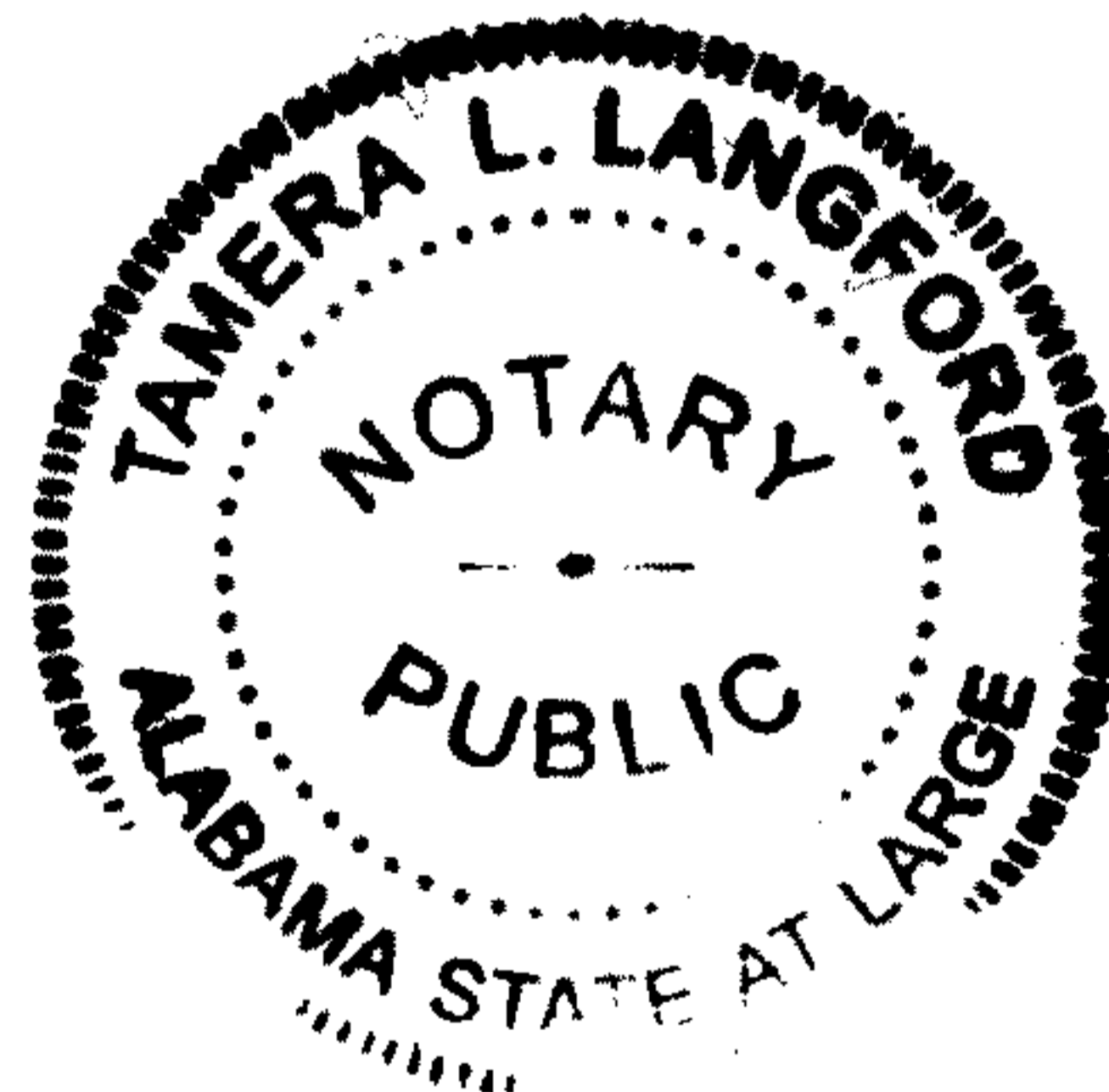
I, the undersigned, a Notary Public, hereby certify that Ki Pun S. Glass, as the Trustee of the Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand and seal this the 20th day of May, 2017.

Tamera L. Langford
Notary Public

My Commission Expires: 2-22-20

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GRANTOR SIGNATURE PAGE TO SEWER EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Sewer Easement Agreement to be duly executed as of the day and year first above written.

Gregory B. and Tanner S. Glass Charitable
Remainder Unitrust, a charitable remainder unitrust
(one-half interest)

By: _____

Name: Gregory B. Glass

Its: Trustee

STATE OF _____)

COUNTY OF _____)

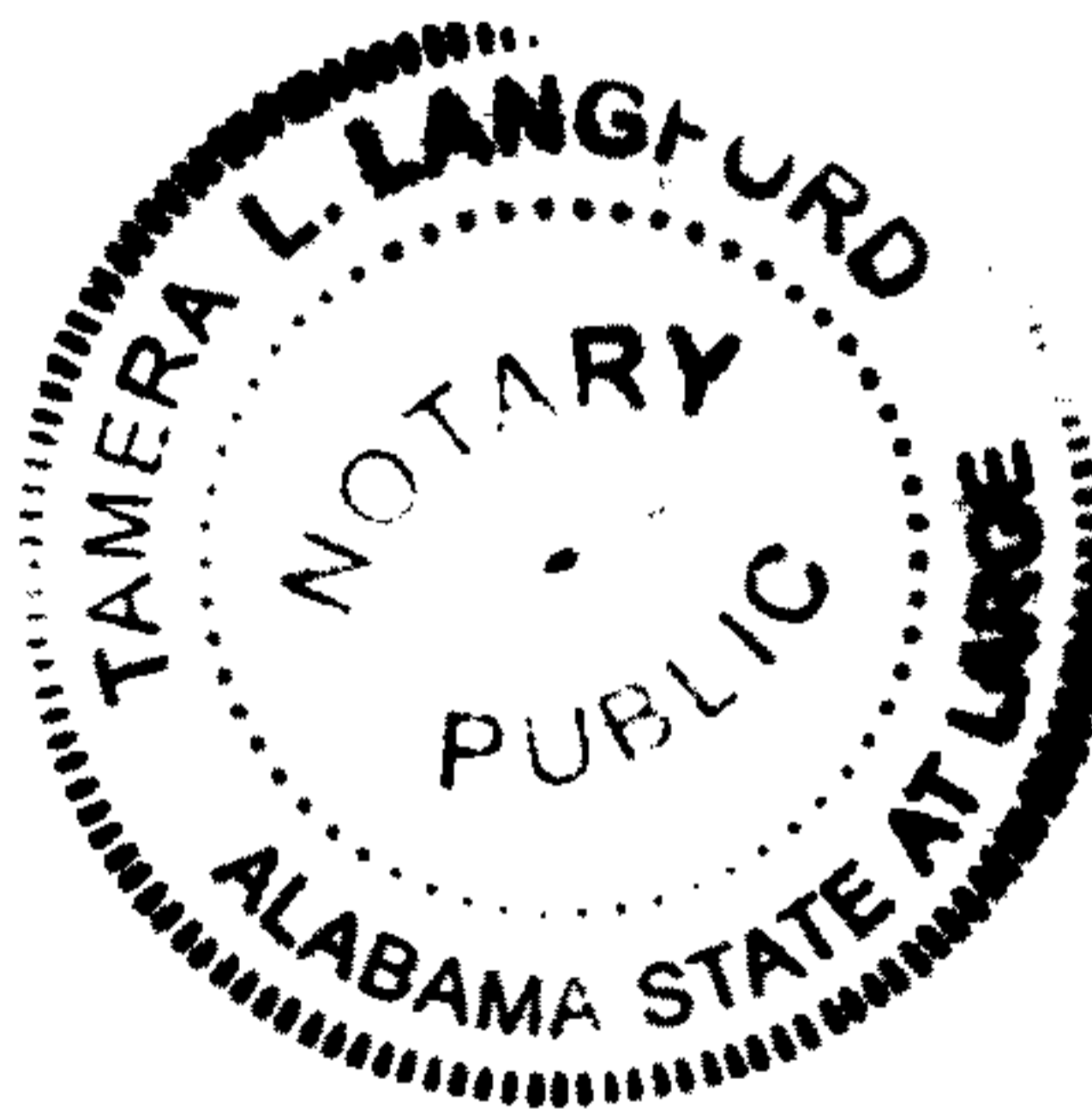
I, the undersigned, a Notary Public, hereby certify that Gregory B. Glass, as the Trustee of the Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest), has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.

Given under my hand and seal this the 20th day of May, 2017.

Notary Public

My Commission Expires: 2-22-20

[SEAL]

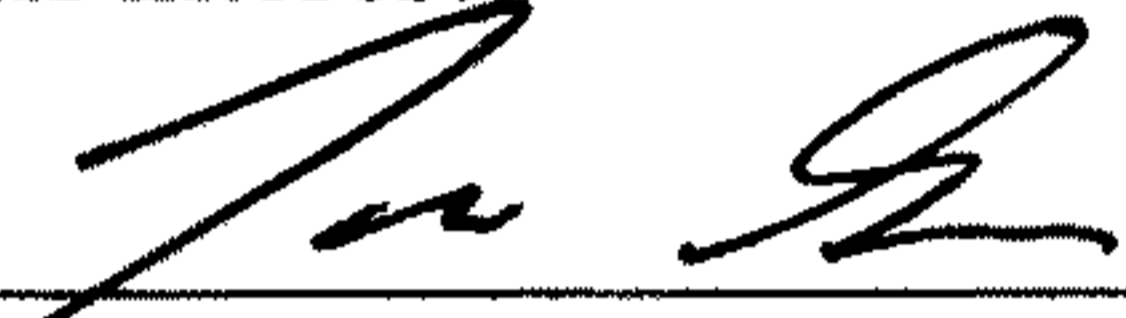


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GRANTOR SIGNATURE PAGE TO SEWER EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantor has caused this Sewer Easement Agreement to be duly executed as of the day and year first above written.

Gregory B. and Tanner S. Glass Charitable
Remainder Unitrust, a charitable remainder unitrust
(one-half interest)

By: 
Name: Tanner S. Glass
Its: Trustee

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a Notary Public, hereby certify that Tanner S. Glass, as the Trustee of the Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest), has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said trust on the day the same bears date.


Given under my hand and seal this the 21st day of May, 2017.


Notary Public

My Commission Expires: 2-22-20

[SEAL]




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GRANTEE SIGNATURE PAGE TO SEWER EASEMENT AGREEMENT

IN WITNESS WHEREOF, Grantee has caused this Sewer Easement Agreement to be duly executed as of the day and year first above written.

The City of Alabaster

By: *Marty B. Handlon*
Name: MARTY B HANDLON
Title: MAYOR

STATE OF Alabama)
COUNTY OF Shelby)

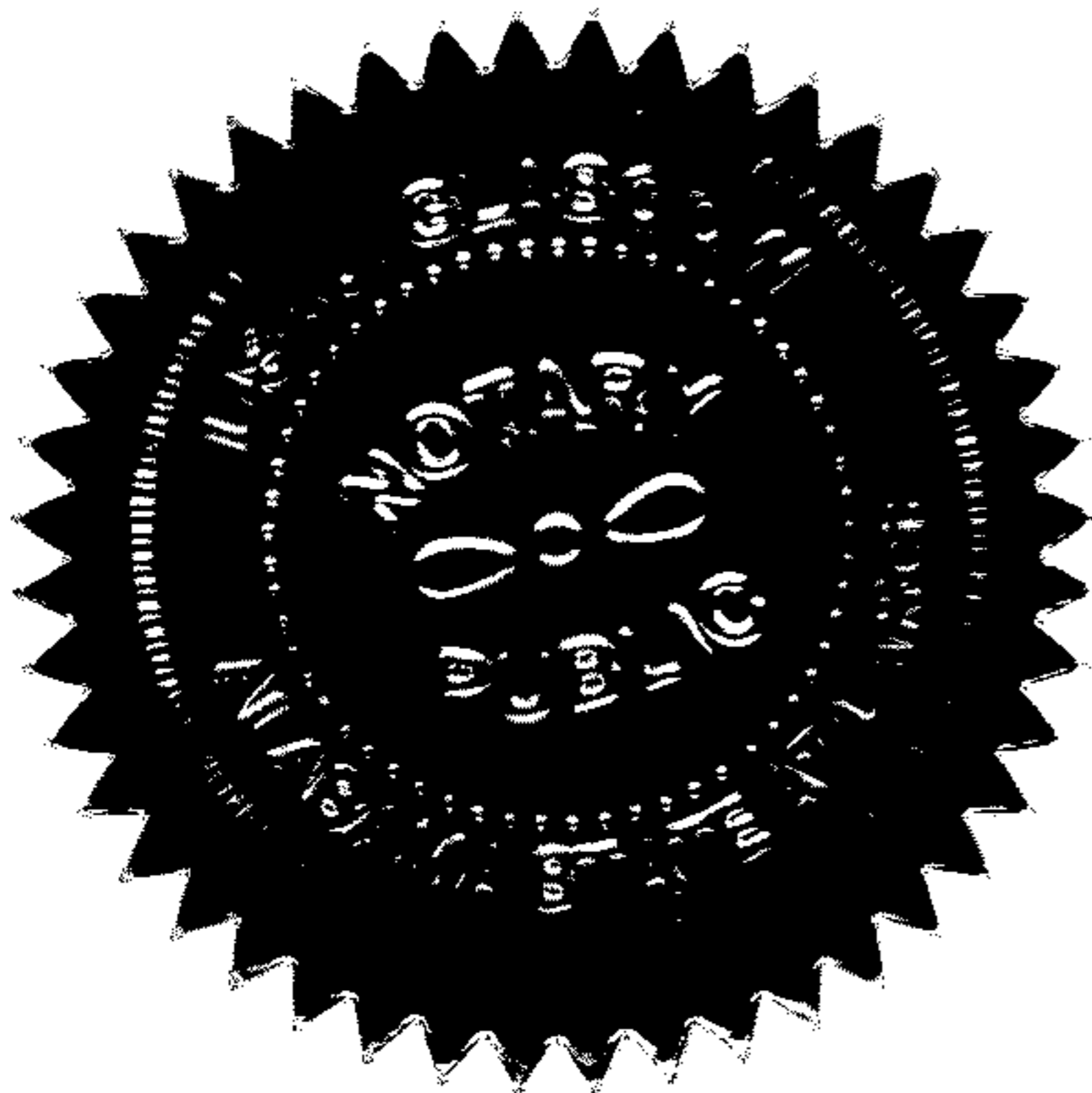
I, the undersigned, a Notary Public, hereby certify that Marty B. Handlon as the Mayer of The City of Alabaster, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal this the 30th day of June, 2017.

Rick J. Wargen

Notary Public

My Commission Expires: February 4, 2018



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Exhibit A

Grantor Property

PARCEL 1: A part of the SE1/4 of NW1/4 and part of SW1/4 of NE1/4 Sec 11, Tp. 21 S., Range 3 West, described as follows: Beginning at the intersection of the West right of way line of the L&N Railroad with North line of the SW1/4 of NE1/4 of Section 11, and run Westerly along North line of the SW1/4 of NE1/4 and SE1/4 of NW1/4 of said Section 11 to a point 100 feet East of the East right of way line of Montevallo-Siluria paved highway, which point is Northeast corner of lot belonging to Roy L. and Lois Bailey; thence Southerly direction, parallel with Highway right of way & along East line of Bailey lot a distance of 150 feet to SE corner of said Bailey lot; thence Westerly direction along the South line of Bailey lot to the East margin of old Montevallo-Ashville Road; thence in a Southerly direction along the East margin of old Montevallo-Ashville Road a distance of 635.50 feet, more or less, to the Southwest corner of lot as described in Deed Book 53, page 163, in the Probate Office; thence in an Easterly direction 315 feet; thence in a Northerly direction and parallel with East margin of old road a distance of 210 feet; thence in an Easterly direction along North line of R.L. Roy property to its intersection with the West right of way line of the L&N Railroad; thence in a Northwesterly direction along Westerly right of way line of said Railroad to the point of beginning. Excepting Highway right of way of Montevallo-Siluria Highway.

Situated in Shelby County, Alabama.

PARCEL 2: That certain tract of land situated in the SE1/4 of NW1/4 of Sec. 11, Tp. 21, Range 3 West described as beginning at the point of intersection of the North line of said forty acres with the East line of the Montevallo & Ashville paved highway and run thence East along the North line of said forty acres a distance of 100 ft. to a point; run thence in a Southerly direction & parallel with the East right of way line of said Highway 150 feet; run thence in a Westerly direction & parallel with the North line of said 40 acres 100 ft. to the East right of way line of said Montevallo & Ashville paved highway; run thence in a Northerly direction along the East right of way line of said Highway 150 feet to the point of beginning, situated in Shelby County, Alabama.



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Exhibit B

Sewer Easement Area

An easement of land being situated in the SE ¼ of the NW ¼ of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" solid iron rod located at the SE corner of the SE ¼ of the NW ¼ of said Section 11, thence N89° 30' 09"W for a distance of 34.17' to a ½" capped rebar (R&G CA 114); thence N89° 30' 09"W for a distance of 226.29' to a 5/8" capped rebar (0056), said point being on the East Right of Way line of AL. Hwy. 119; thence N6° 56' 54"E along said East Right of Way for a distance of 51.40' to a 5/8" capped rebar (0056) and the beginning of a non tangent curve to the left having a radius of 4779.75' and a delta angle of 5° 35' 43"; thence along said curve for an arc distance of 466.77' (Chord: N1° 41' 34"E, 466.60' to a concrete right of way monument; thence continue along said East Right of Way N1° 16' 42"W for a distance of 42.67' to a PK Nail and the Point of Beginning of a Sanitary Sewer Easement; thence continue along said East Right of Way N1° 09' 34"W for a distance of 519.80'; thence S45° 00' 00"E leaving said East Right Way for a distance of 10.77'; thence S1° 09' 34"E for a distance of 385.96'; thence S1° 09' 31"E for a distance of 126.15'; thence S89° 22' 15"W for a distance of 7.46' back to the Point of Beginning. Said easement containing 3,850 SQ FT (0.09 acres), more or less.



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Once recorded, please return to:
Stewart Title Guaranty Company
5935 Carnegie Blvd, Suite 301
Charlotte, NC 28209