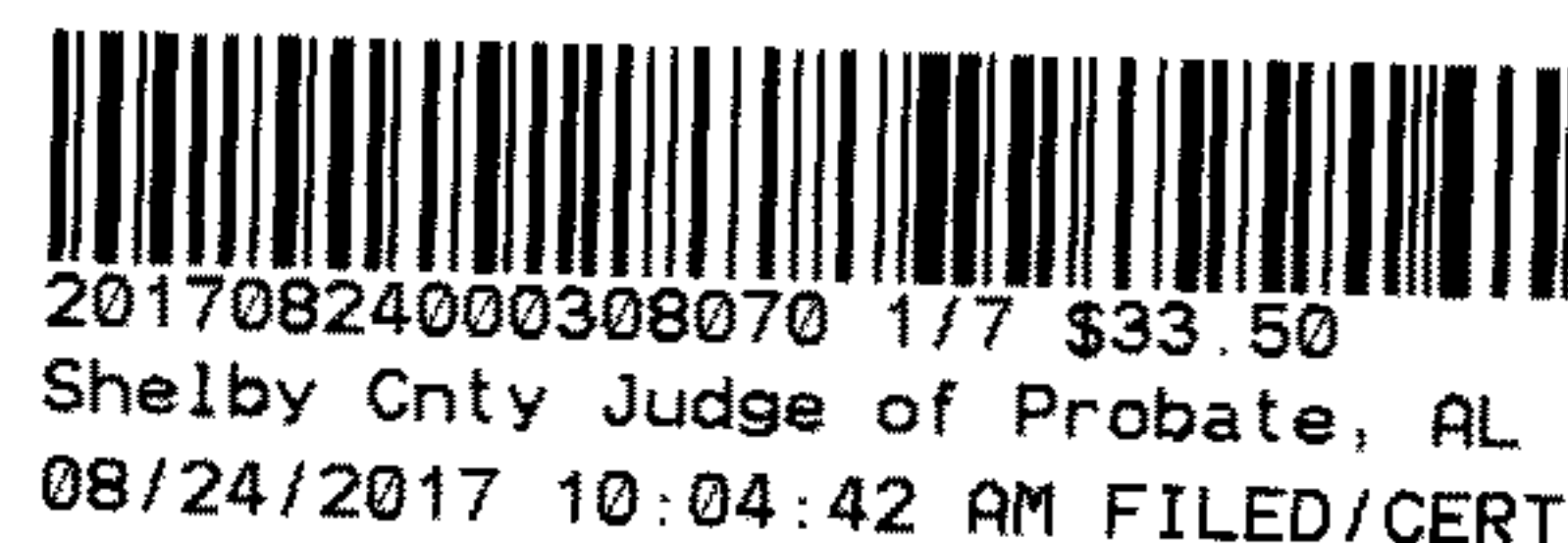


500.00

PERMANENT EASEMENT DEED
(Lindsey Lane, Oakridge Way and Two Mountain Parkway)

STATE OF ALABAMA)
SHELBY COUNTY)



KNOW ALL MEN BY THESE PRESENTS: That the undersigned Two Mountains, LLC. (GRANTOR), does hereby grant, bargain, sell, and convey unto the City of Pelham, Alabama, an Alabama municipal corporation (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 for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, fire hydrants, with appurtenances, and the right to install and maintain other utilities at the sole discretion of the GRANTEE. Said strip of land being more particularly described as follows:

The above described easement is described on the attached Exhibit "A", Exhibit "B" and Exhibit "C" and is depicted on the attached Exhibit "D".

The GRANTEE shall have the right and privilege of perpetual use of said lands 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 said strip and on the lands of the undersigned adjacent to said strip when deemed reasonable necessary for the avoidance of danger in and about said public use of said strip.

The GRANTEE shall have free access, ingress and egress to and from said land of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those proposed on the portion of the land above described within the width of said easement, or do any act or thing which would in any way 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 said easement or interfere with the right of the GRANTEE to enter upon said land 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 adjacent lands for the GRANTOR for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

The 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.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby releases the GRANTEE, its agents, successors, and assigns, from all damages present or prospective to the property of the

undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and the undersigned does hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.


And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, its successor and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, Two Mountains, LLC, as GRANTOR, has hereunto set his or her hand and seal, all on this 24 day of AUGUST, 2017.

TWO MOUNTAINS, LLC (GRANTOR/TITLE)

By William David Brogdon
William David Brogdon, Managing Member


20170824000308070 2/7 \$33.50
Shelby Cnty Judge of Probate, AL
08/24/2017 10:04:42 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William David Brogdon, whose name as managing member of TWO MOUNTAINS, LLC, as GRANTOR, 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 such instrument executed the same voluntarily on behalf of said limited liability company.

Given under my hand and official seal, this 24th day of August, 2017.

Taren M. Burkhead
Notary Public

My Commission expires: 8-24-19

EXHIBIT "A"



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LINDSEY LANE

A 60 FOOT INGRESS/EGRESS/UTILITY EASEMENT being described as follows to-wit: Commence at the Northeast corner of the Northeast one-fourth of the Northwest one-fourth of Section 6, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 89° 29' 47" East for a distance of 395.49 feet; thence proceed North 52° 39' 16" East for a distance of 115.69 feet to a point. Thence proceed along an arc 120.13 feet to the right, said arc having a radius of 150.00 feet, the chord of which bears South 16° 46' 06" West for a distance of 116.95 feet to a point; thence proceed South 39° 42' 43" West along the Centerline of the easement for a distance of 843.12 feet; thence proceed along an arc 153.42 feet to the left, said arc being the centerline of the easement and having a radius of 125.00 feet, the chord of which bears South 4° 33' 07" West for a distance of 143.97 feet to a point; thence proceed South 30° 36' 30" East along the centerline of the easement a distance of 37.74 feet to the point of beginning;

From said point of beginning proceed along the centerline of the 60 foot fore mention ingress/egress/utility easement proceed South 59° 23' 30" West along the centerline of the easement for a distance of 194.92 feet to a point; thence proceed along an arc 32.62 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 61° 15' 39" West for a distance of 32.61 feet to a point; thence proceed South 63° 07' 47" West along the centerline of the easement for a distance of 522.98 feet to a point; thence proceed along an arc 21.60 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 64° 22' 03" West for a distance of 21.60 feet to a point; thence proceed South 65° 36' 19" West along the centerline of the easement for a distance of 122.44 feet to a point; thence proceed along an arc 320.98 feet to the left, said arc being the centerline of the easement and having a radius of 1,150.00 feet, the chord of which bears South 57° 36' 34" West for a distance of 319.94 feet to a point; thence proceed South 49° 36' 48" West along the centerline of the easement for a distance of 106.21 feet to a point; thence proceed along an arc 18.34 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 50° 39' 50" West for a distance of 18.33 feet to a point; thence proceed South 51° 42' 52" West along the centerline of the easement for a distance of 932.32 feet to a point; thence proceed along an arc 45.20 feet to the left, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 49° 07' 29" West for a distance of 45.19 feet to a point; thence proceed South 46° 32' 05" West along the centerline of the easement for a distance of 258.30 feet to a point; thence proceed along an arc 103.34 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 52° 27' 20" West for a distance of 103.16 feet to a point; thence proceed South 58° 22' 35" West along the centerline of the easement for a distance of 357.31 feet to a point; thence proceed along an arc for 92.51 feet to the left, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 53° 04' 34" West for a distance of 92.38 feet to a point; thence proceed South 47° 46' 33" West along the centerline of the easement for a distance of 269.43 feet to a point; thence proceed along an arc for 54.65 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 50° 54' 26" West for a distance of 54.63 feet to a point; thence proceed South 54° 02' 19" West long the centerline of the easement for a distance of 536.86 feet to a point; thence proceed along an arc for 27.91 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears South 55° 38' 16" West for a distance of 27.91 feet to a point; thence proceed South 57° 14' 13" West along the centerline of the easement for a distance of 130.92 feet to the point of ending and termination of said easement.

EXHIBIT "B"



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Shelby Cnty Judge of Probate, AL
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OAKRIDGE WAY

A 60 FOOT INGRESS/EGRESS/UTILITY EASEMENT being described as follows to-wit: Commence at the Northeast corner of the Northeast one-fourth of the Northwest one-fourth of Section 6, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 89° 29' 47" East for a distance of 395.49 feet; thence proceed North 52° 39' 16" East for a distance of 115.69 feet to a point. Thence proceed along an arc 120.13 feet to the right, said arc having a radius of 150.00 feet, the chord of which bears South 16° 46' 06" West for a distance of 116.95 feet to a point; thence proceed South 39° 42' 43" West along the Centerline of the easement for a distance of 843.12 feet; thence proceed along an arc 153.42 feet to the left, said arc being the centerline of the easement and having a radius of 125.00 feet, the chord of which bears South 4° 33' 07" West for a distance of 143.97 feet to a point; thence proceed South 30° 36' 30" East along the centerline of the easement a distance of 37.74 feet to the point of beginning.

From said point of beginning proceed along the centerline of the 60 foot fore mention ingress/egress/utility easement proceed North 59° 23' 30" East along the centerline of the easement for a distance of 320.68 feet to a point; thence proceed along an arc 90.27 feet to the left, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 46° 27' 43" East for a distance of 89.50 feet to a point; thence proceed North 33° 31' 56" East along the centerline of the easement for a distance of 98.12 feet to a point; thence proceed along an arc 54.72 feet to the right, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 41° 22' 14" East for a distance of 54.55 feet to a point; thence proceed North 49° 12' 32" East along the centerline of the easement for a distance of 1,047.11 feet to a point; thence proceed along an arc 41.43 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears North 51° 34' 58" East to a point; thence proceed North 53° 57' 24" East along the centerline of the easement for a distance of 681.36 feet to a point; thence proceed along an arc 52.21 feet to the left, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears North 50° 57' 54" East for a distance of 52.19 feet to a point; thence proceed North 47° 58' 24" East along the centerline of the easement for a distance of 347.39 feet to a point; thence proceed along an arc 41.85 feet to the right, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears North 50° 22' 17" East for a distance of 41.84 feet to a point; thence proceed North 52° 46' 09" East along the centerline of the easement for a distance of 472.39 feet to a point; thence proceed along an arc 40.13 feet to the left, said arc being the centerline of the easement and having a radius of 500.00 feet, the chord of which bears North 50° 28' 11" East for a distance of 40.12 feet to a point; thence proceed North 48° 10' 14" East along the centerline of the easement for a distance of 97.76 feet to a point; thence proceed North 85° 46' 16" East along the centerline of the easement for a distance of 76.52 feet to a point; thence proceed along an arc 387.81 feet to the left, said arc being the centerline of the easement and having a radius of 750.00 feet, the chord of which bears North 70° 57' 27" East for a distance of 3883.50 feet to the point of ending and termination of said easement.

EXHIBIT "C"


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TWO MOUNTAIN PARKWAY

A 60 FOOT INGRESS/EGRESS/UTILITY EASEMENT being described as follows to-wit: Commence at the Northwest corner of Section 6, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed South 0° 27' 45" East for a distance of 1,326.52 feet; thence proceed North 87° 43' 38" West for a distance of 381.53 feet to a point; thence proceed South 01° 32' 58" West for a distance of 1,397.18 feet to a point; thence proceed South 01° 33' 08" West for a distance of 301.07 feet to a point; thence proceed North 87° 18' 26" West for a distance of 451.64 feet to a point; thence proceed South 56° 41' 11" West for a distance of 452.76 feet to a point; thence proceed South 52° 33' 26" West for a distance of 275.52 feet to a point; thence proceed South 52° 39' 36" West for a distance of 1,302.79 feet to a point; thence proceed South 48° 27' 38" West for a distance of 923.14 feet to a point; thence proceed South 39° 23' 59" West for a distance of 648.68 feet to a point; thence proceed South 49° 10' 05" East for a distance of 16.31 feet to a point; thence proceed North 40° 49' 55" East for a distance of 10.00 feet to a point; thence proceed South 49° 10' 05" East for a distance of 263.46 feet to a point; thence proceed along an arc for 90.35 feet, said arc having a radius of 150.00 feet, the chord of which bears North 66° 05' 10" East for a distance of 88.99 feet to a point; thence proceed North 83° 20' 33" East for a distance of 521.56 feet to a point; thence proceed along an arc for 125.35 feet to the left, said arc having a radius of 250.00 feet, the chord of which bears North 68° 58' 44" East for a distance of 124.04 feet to a point; thence proceed North 54° 36' 55" East for a distance of 395.41 feet to the point of beginning.

From said point of beginning proceed along the centerline of the 60 foot fore mention ingress/egress/utility easement proceed North 72° 04' 29" East along the centerline of the easement for a distance of 224.15 feet to a point; thence proceed along an arc for 144.53 feet to the left, said arc being the centerline of the easement and having a radius of 250.00 feet, the chord of which bears North 55° 30' 47" East for a distance of 142.52 feet to a point; thence proceed North 38° 57' 05" East along the centerline of the easement for a distance of 52.32 feet to a point; thence proceed along an arc for 21.89 feet to the right, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 42° 05' 13" East for a distance of 21.88 feet to a point; thence proceed North 45° 13' 21" East along the centerline of the easement for a distance of 263.21 feet to a point; thence proceed along an arc for 34.49 feet to the left, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 40° 16' 55" East for a distance of 34.45 feet to a point; thence proceed North 35° 20' 28" East along the centerline of the easement for a distance of 182.59 feet to a point; thence proceed along an arc for 112.02 feet to the right, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 51° 23' 12" East for a distance of 110.56 feet to a point; thence proceed North 67° 25' 55" East along the centerline of the easement for a distance of 121.44 feet to a point; thence proceed along an arc for 122.09 feet to the left, said arc being the centerline of the easement and having a radius of 200.00 feet, the chord of which bears North 49° 56' 38" East for a distance of 120.20 feet to a point; thence proceed North 32° 27' 21" East along the centerline of the easement for a distance of 299.45 feet to a point; thence proceed along an arc for 146.72 feet to the right, said arc being the centerline of the easement and having a radius of 300.00 feet, the chord of which bears North 46° 28' 00" East for a distance of 145.26 feet to a point; thence proceed North 60° 28' 39" East along the centerline of the easement for a distance of 261.25 feet to a point; thence proceed along an arc for 323.22 feet to the left, said arc being the centerline for the easement and having a radius of 200.00 feet, the chord of which bears North 14° 10' 45" East for a distance of 289.18 feet to a point; thence proceed North 32° 07' 09" West along the centerline of the easement for a distance of 111.38 feet to the point of ending and termination of said easement.

EXHIBIT "D"

DEPICTION OF LINDSEY LANE, OAKRIDGE WAY AND TWO MOUNTAIN PARKWAY

(To be attached to this page.)



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