


**PERMANENT EASEMENT DEED**

STATE OF ALABAMA            )  
 SHELBY COUNTY                )

  
 20170907000326630 1/3 \$21.50  
 Shelby Cnty Judge of Probate, AL  
 09/07/2017 03:09:19 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, the undersigned LADCO, Inc. (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:

A 20 foot easement described as shown on Exhibit A, offset 20' South from the existing Right of Way along Industrial Park Drive for the full length of property fronting Industrial Park Drive.

The GRANTEE shall have the right and privilege of a 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 reasonably 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 over and across adjacent lands of GRANTOR for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those now present 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 of 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, as Mark DiGiorgio of  
LADCO INC. has hereunto set his or her hand and seal, all on this 8<sup>th</sup> day of  
May, 2017



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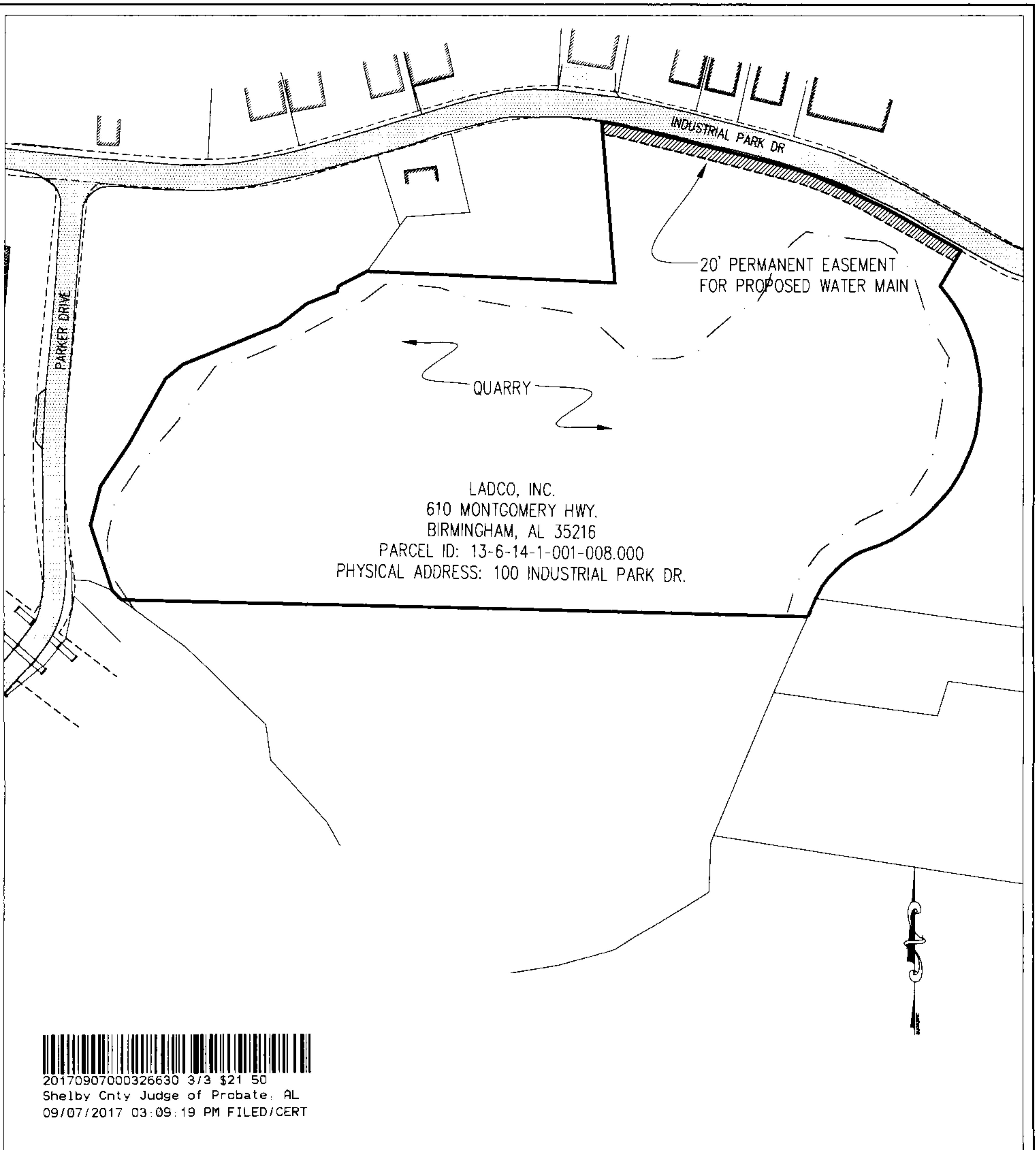
STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that  
Mark DiGiorgio, whose name as owner of  
Ladco, 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, he, as such officer and with full authority, executed the same voluntarily for and as the  
act of said corporation.

Given under my hand and official seal, this 8 day of May, 2017

Sandra S. Parks  
Notary public





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PARCEL ID #: 13-6-14-1-001-008.000  
PARCEL OWNER: LADCO, INC.  
ACREAGE BEFORE EASEMENT: 725,274 SQ. FT.  
EASEMENT ACREAGE: 12,018 SQ.FT.  
REMAINING ACREAGE: 713,256 SQ. FT.  
DRAWING 1 OF 1

**PELHAM,  
ALABAMA**

**INDUSTRIAL PARK DRIVE  
WATER IMPROVEMENTS**

TRACT #: 2  
EXHIBIT A