

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)



20180131000033240 1/4 \$25.00
Shelby Cnty Judge of Probate AL
01/31/2018 02:13:12 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 (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 an elevated reinforced concrete pad with an engine-driven sanitary sewer pump mounted on top, sanitary sewer mains, with appurtenances including but not limited to security fencing, and the right to install and maintain other facilities and utilities at the sole discretion of the GRANTEE. Said parcel of land situated in the NW 1/4 of the NW 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE Corner of the NE 1/4 of the NW 1/4 of Section 6, Township 20 South, Range 2 West; thence S 00°03'11" E along the East line of said 1/4-1/4 section a distance of 191.85' to a point on the northwesterly right of way line of Oak Mountain Park Road; thence S 53°03'12" W along said right of way a distance of 923.03'; thence N 36°56'46" W and leaving said right of way a distance of 474.74'; thence S 12°43'06" W a distance of 69.21'; thence S 43°31'17" W a distance of 103.77'; thence S 48°43'47" W a distance of 72.91'; thence S 08°07'47" W a distance of 108.21'; thence S 38°33'17" W a distance of 56.43'; thence S 61°18'47" W a distance of 83.02'; thence N 53°54'13" W a distance of 38.58'; thence N 21°13'13" W a distance of 150.23'; thence N 37°30'13" W a distance of 187.54' to the easterly right of way line of U.S. Highway 31; thence N 07°57'51" E along said right of way a distance of 139.18' to the Point of Beginning; thence continue N 07°57'51" E along said right of way a distance of 100.00'; thence S 82°02'09" E leaving said right of way a distance of 75.00'; thence S 07°57'51" W a distance of 100.00'; thence N 82°02'09" W a distance of 75.00' to the Point of Beginning. Said parcel of land being more particularly described in the attached "Exhibit A".

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 use of said strip.

The GRANTEE shall have free access, ingress and egress to and from said land 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 structures, 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 facilities, mains, pipes, and appurtenances.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvements, 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 facilities and utilities, 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 successors 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.

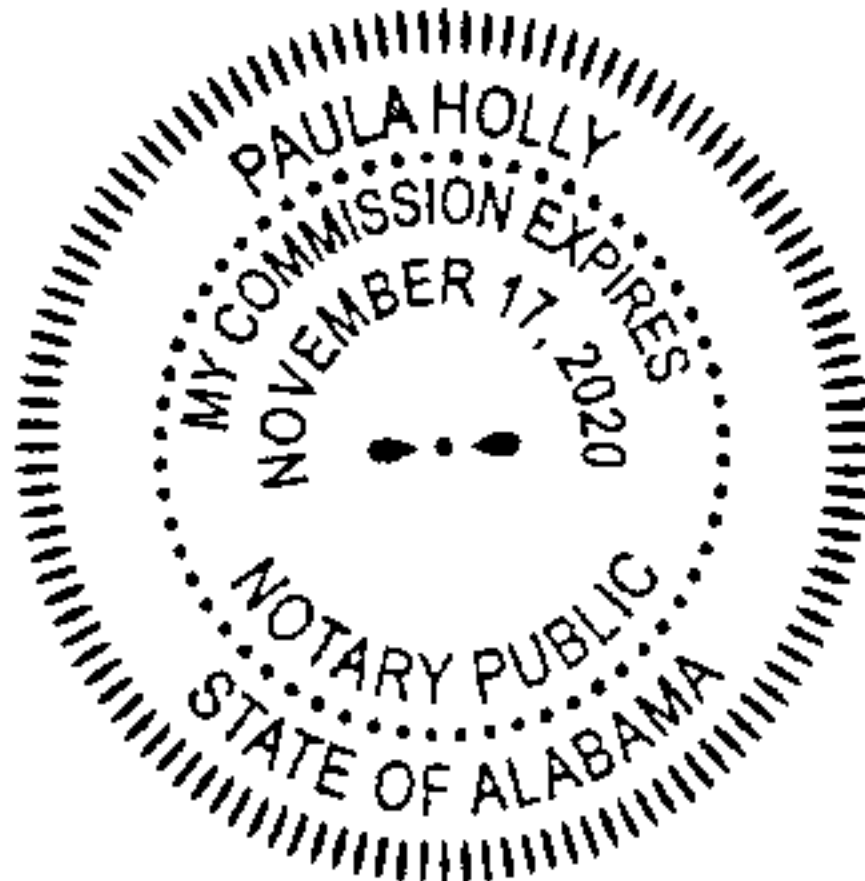
TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, as *Gay W. Waters* of the City of Pelham, Alabama, has hereunto set their hand and seal, all on this 24th day of January, 2018.

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gay W. Waters, whose name as Mayor of the City of Pelham, 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 24th day of January, 2018



Paula Holly
Notary public

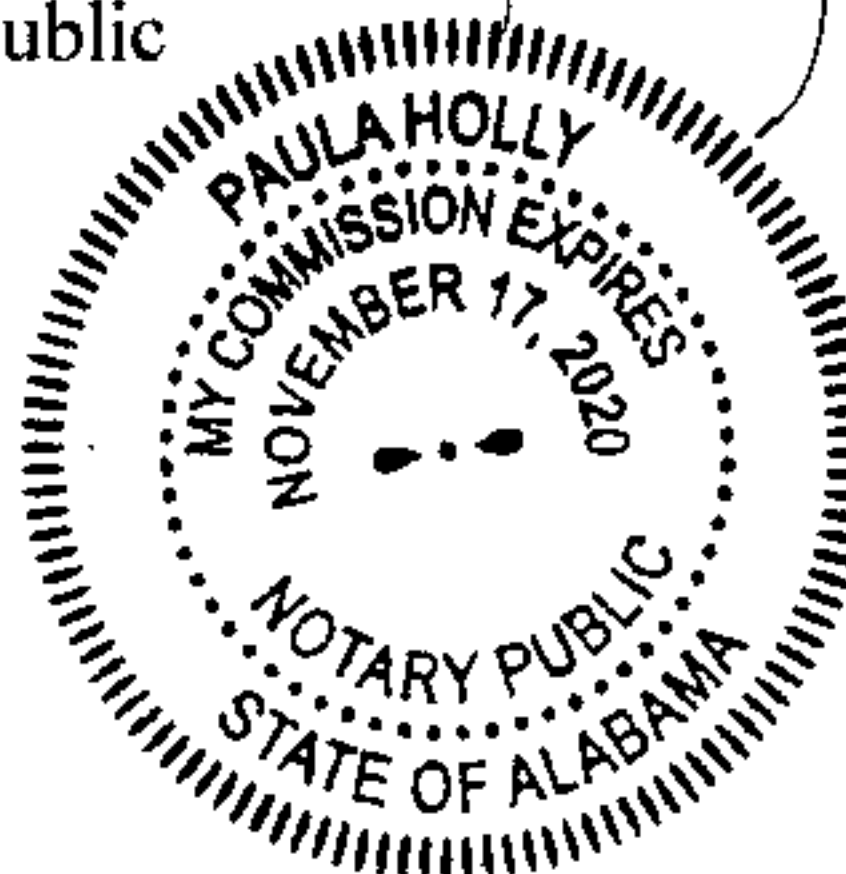
IN WITNESS WHEREOF, as Jack Stegler of Oak Mountain Amphitheater, LLC, has hereunto set their hand and seal, all on this 24th day of January, 2018.

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack Stegler, whose name as Manager of Oak Mountain Amphitheater, 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, me, 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 24th day of January, 2018

Paula Holly
Notary public

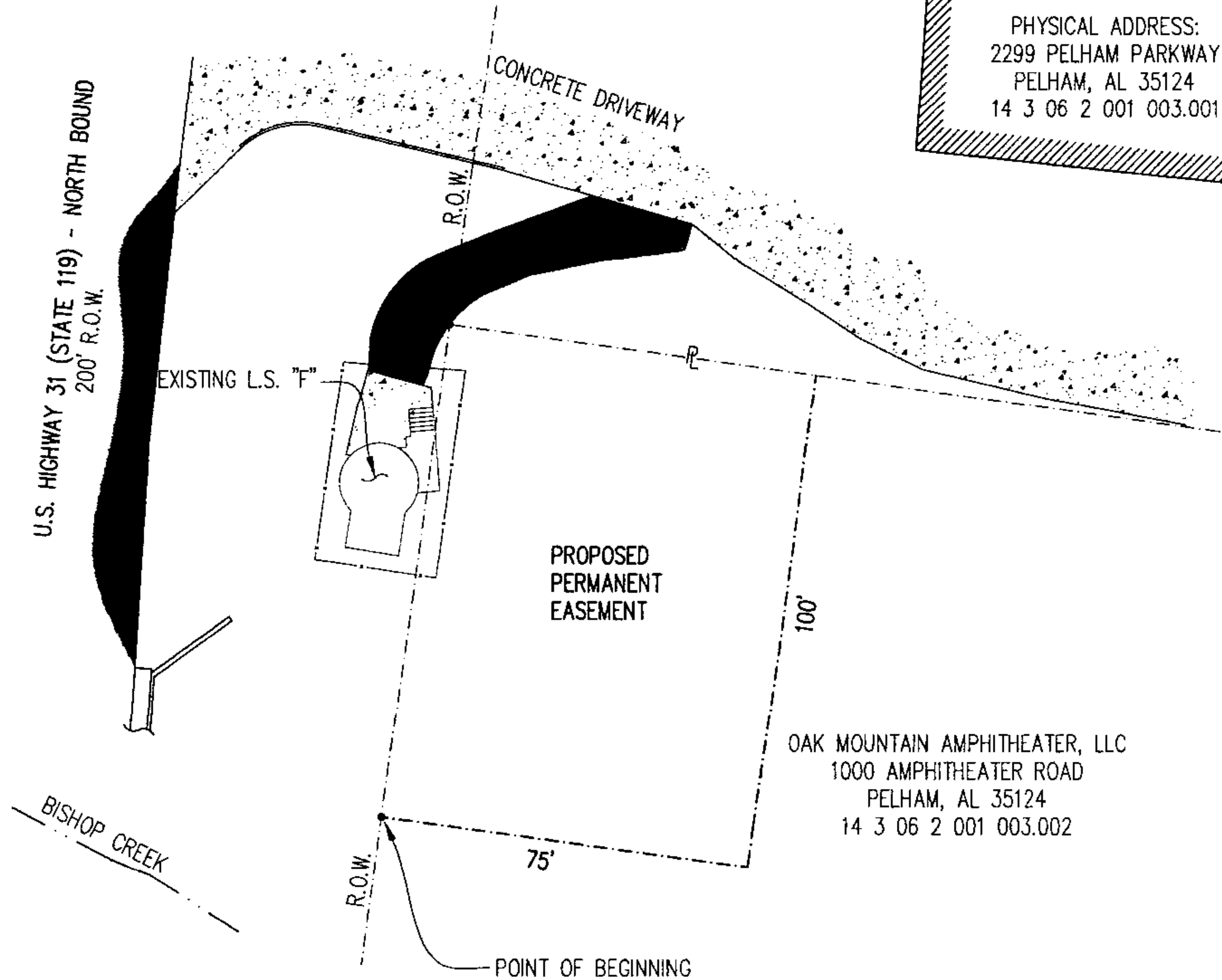


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ACME BRICK TILE & STONE
P.O. BOX 425
FORT WORTH, TX 76101

PHYSICAL ADDRESS:
2299 PELHAM PARKWAY
PELHAM, AL 35124
14 3 06 2 001 003.001



PARCEL ID #: 14-3-06-2-001-003.002
PARCEL OWNER: OAK MOUNTAIN AMPHITHEATER, LLC
ACREAGE BEFORE EASEMENT: 270,072 SQ. FT.
EASEMENT ACREAGE: 7,500 SQ.FT.
REMAINING ACREAGE: 262,572 SQ. FT.
DRAWING 1 OF 1

PELHAM,
ALABAMA

LIFT STATION F
DRY-PRIME PUMP ADDITION

TRACT #: 1
EXHIBIT A