

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
 SHELBY COUNTY)


 20180309000077380 1/4 \$25.00
 Shelby Cnty Judge of Probate, AL
 03/09/2018 12:30:55 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 engine-driven sanitary sewer pump mounted on top of a reinforced concrete pad, sanitary sewer force mains, and the control panel, power panel, and other electrical panels required for the existing pumping station located on the U.S. Highway 31 right-of-way, and the right to install and maintain other facilities and utilities at the sole discretion of the GRANTEE. Said parcel of land is situated in the NE corner of the NE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE Corner of the NE 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West; thence S 89°52'21" W along a distance of 862.21' to a point on the northeasterly right of way line of U.S. Highway 31; thence S 24°45'18" W along said right of way a distance of 463.99' to a property corner (capped iron pin) of said parcel; thence follow the right of way line of U.S. Highway 31 in the southwesterly direction a distance of 166.00' to the Point of Beginning; thence bear 270° in the southeasterly direction away from said right of way line of U.S. Highway 31 a distance of 11.00'; thence bear 90° in the southwesterly direction running parallel to the right of way line of U.S. Highway 31 a distance of 43.00'; thence bear 90° in the northwesterly direction toward said right of way line of U.S. Highway 31 a distance of 11.00'; thence bear 90° in the northeasterly direction along the right of way line of U.S. Highway 31 a distance of 43.00' 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 structures, 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.

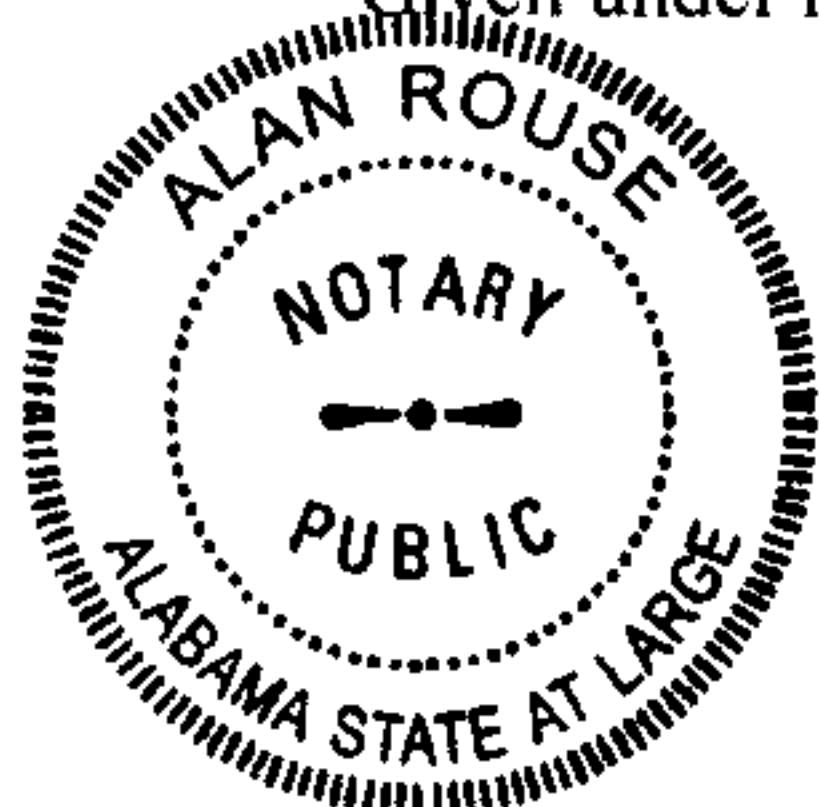
TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever.

IN WITNESS WHEREOF, as [Signature] of the City of Pelham, Alabama, has hereunto set their hand and seal, all on this 2 day of MARCH, 2018

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Issis, whose name as President of Issis and Sons Carpets Inc, 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, _____, 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 2nd day of March, 2018.



MY COMMISSION EXPIRES FEBRUARY 15, 2021

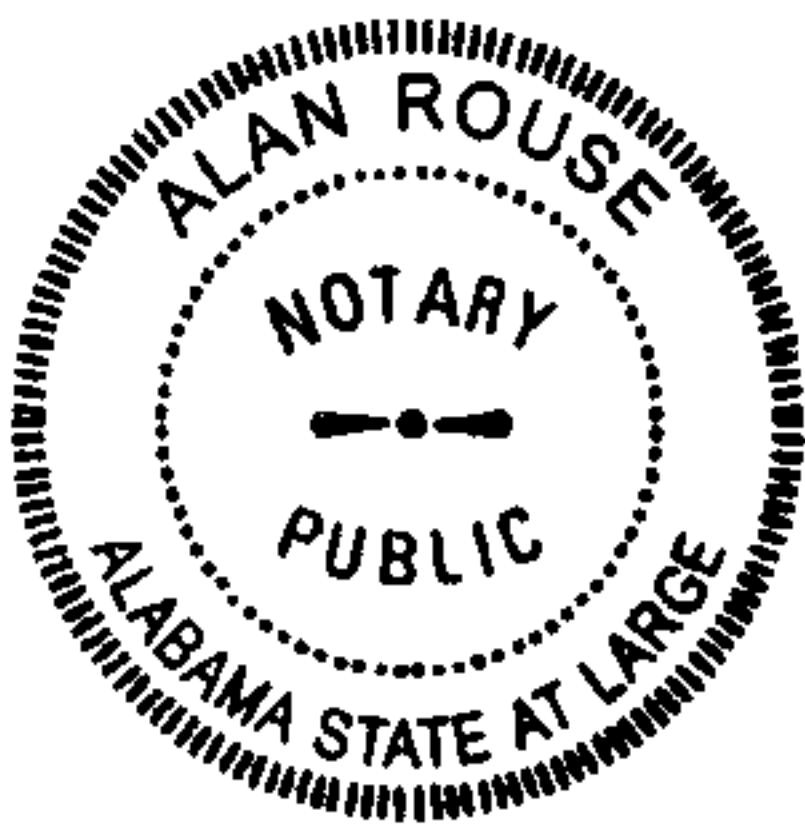
[Signature]
Notary public

IN WITNESS WHEREOF, as [Signature] of Boulevard Realty, LLC, has hereunto set their hand and seal, all on this 2 day of MARCH, 2018

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Steve Issis, whose name as President of
Issis and Son Carpets Inc, 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, _____, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation.

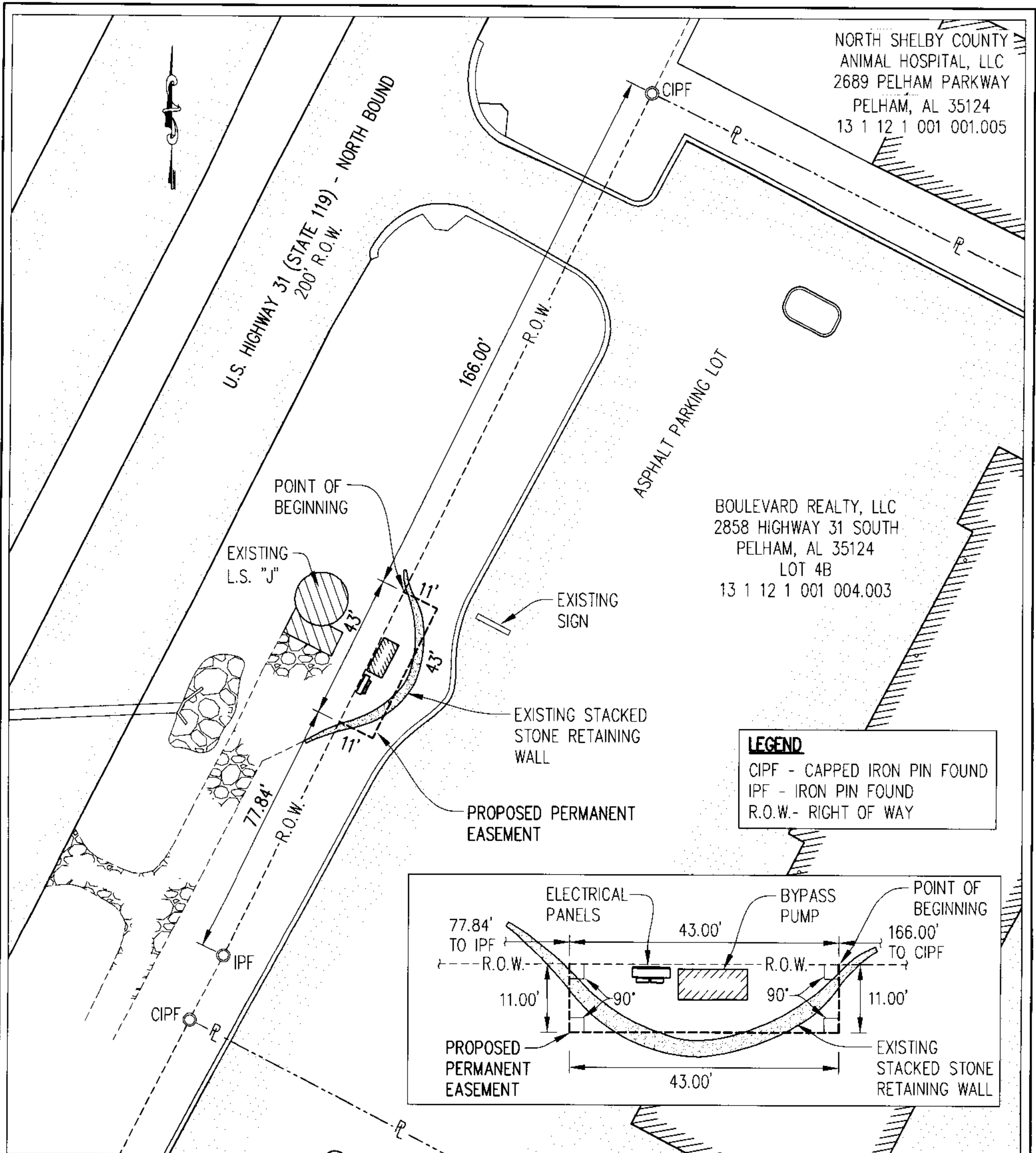
Given under my hand and official seal, this 2nd day of March, 2018.



Alan Rouse
Notary public

MY COMMISSION EXPIRES FEBRUARY 15, 2021

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PARCEL ID #: 13-1-12-1-001-004.003

PARCEL OWNER: BOULEVARD REALTY, LLC

ACREAGE BEFORE EASEMENT: 80,355 SQ. FT.

EASEMENT ACREAGE: 473 SQ. FT.

REMAINING ACREAGE: 79,882 SQ. FT.

DRAWING 1 OF 1

PELHAM,
ALABAMA

LIFT STATION "J"
IMPROVEMENTS

TRACT #: 1
EXHIBIT A



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