

## **DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT**

**THIS DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT (hereinafter "Agreement") WITH THE CITY OF ALABASTER, ALABAMA**, is made this 14th day of October 2020 by and between the City of Alabaster, Alabama (hereinafter "City"), and Kingwood Assembly of God, Inc. (hereinafter "Kingwood")

**WHEREAS**, the City is the title holder of certain real property located in the City of Alabaster, Alabama, Shelby County more particularly described A Lot 2, Kingwood Assembly of God Resurvey, as recorded in Map Book 52, Page 67 in the office of the Judge of Probate of Shelby County, Alabama, and more commonly known as the Kingwood Stadium ("Property").

**WHEREAS**, the City purchased the Property for use in its public park system in the City.; and

**WHEREAS**, certain existing improvements, to wit: a water line and a storm sewer drainage system, cross the Property purchased by the City but serving the current Kingwood Assembly of God main campus, improvements that are concerning, touching and benefitting the certain real property known as Lot 1 Kingwood Assembly of God Resurvey, as recorded in Map Book 52, Page 67 in the office of the Judge of Probate of Shelby County, Alabama; and

**NOW, THEREFORE**, in accordance with the terms and conditions of this Agreement and in consideration of the mutual covenants and benefits contained herein, it is hereby

**COVENANTED, STIPULATED and AGREED** as follows:

### **DECLARATION OF EASEMENT**

1. For and in consideration of Ten and no dollars (\$10.00) each paid to the other, and other good and valuable consideration to Property Owners, the Property Owners hereto hereby grant, transfer, establish and declare a perpetual easement ("Easement") to and for the benefit of Lot 1 Kingwood Assembly of God Resurvey, as recorded in Map Book 52, Page 67 in the office of the Judge of Probate of Shelby County, Alabama, its residents , or its assigns to Kingwood to do all things necessary for the improvement and maintenance of the Easement to include, but not be limited to: ingress and egress on, above or below ground, improved or unimproved, and for the installation and continuing maintenance of hardscape, vegetation, irrigation, underground or other utilities under, over and across the property, for the purposes of the water supply (as to water line easement), and storm and sewage drainage (as to storm sewer easement) related to and benefitting the Property ("Improvements"). A legal descript of the water line easement and the storm sewer easement is attached hereto as Exhibit A and a copy of the plan showing the Improvements is attached hereto as Exhibits B and C. The City acknowledges and agrees to allow Kingwood to bring its vehicles, materials, employees, agents, subcontractors, material suppliers and all other parties required to provide maintenance services related to or pertaining to the Easements.
2. Kingwood will maintain the Easements and the Improvements thereon at its sole cost, discretion, and expense in accordance with the ordinances and regulations of the City of Alabaster and the State of Alabama during the existence of the Easements. In the event the Improvements are not

maintained, as determined by the City's agents, employees, and/or contractors, the City shall have the right to provide a written notice to Kingwood of the its failure to maintain the Improvements. Kingwood shall have thirty (30) days from the date of the written notice to determine the need for maintenance and commence work on the maintenance. In the event, Kingwood fails to respond during the thirty (30) day period to the notice, the City may, but shall not be obligated to, perform maintenance on the Improvements and request reimbursement for the costs from Kingwood. In the event the City provides written notice to Kingwood four (4) times within a two (2) year period and Kingwood fails to respond to the City within the thirty (30) day period for each of the four (4) notices, the City shall have the right to send a written notification to Kingwood of its intention to cancel the Easements and file a copy of the termination notice in the Probate Judge's Office of Shelby County, Alabama at the end of the thirty day notice.

### **EASEMENTS**


3. The City grants, transfers, establishes and declares to Kingwood an underground, non-exclusive easement through City owned property and rights-of-way for the placement, maintenance and replacements of water lines and storm water sewers servicing Kingwoods' property (hereinafter the "The Easements") and further described in the attached Exhibits A, B, C and D.
4. If it becomes necessary in the future for the City to relocate the Easements, the City shall be authorized by the Kingwood to move the Water Line Easement so long as the Kingwood property, and/or tenants shall not be unreasonably burdened by the movement of the Easement and the cost of the movement of the Utility Easement and the accompanying utility lines shall be at the City's expense.

### **MISCELLANEOUS**

5. This agreement does not negate the duty of the City or Kingwood to keep the easement areas free from nuisance, in reasonable safe condition, and in compliance with all local, state, and federal laws.
6. In the event of damage or destruction of any part or all of the Easements due to acts of nature or persons, this Agreement extends to include repairs as Kingwood deems necessary to effectuate the continuation of the use and enjoyment of the Easements, so long as said repairs are begun within 180 days of the loss, unless extended in writing by the City.
7. The parties shall endeavor to cooperate one with another such that the maintenance to the Easements are carried out in a cooperative and efficient way and in a manner so as to have a minimal effect on any business or public use of the property.
8. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels (both Lots 1 and 2) and are being granted in order to avoid future problems on said parcels that will arise if additional structures are added or ownership changes. The parties do not convey to each other or to any other party hereby any title in or to the property, but merely grant the rights, privileges and easements herein set forth.

9. In the event that any provision is found to violate Local, State or Federal Law, the offending provision shall be struck, and the remainder shall continue in full force and effect.
10. The Agreement will be filed in the Office of the Judge of Probate for Shelby County, Alabama. The Agreement may only be modified or terminated by a writing jointly executed by the City and the current owner of Lot 1 at such time as both parties mutually determine that such modification or termination would be necessary. Such modification or termination would only take effect upon the recording of the writing in the Office of the Judge of Probate for Shelby County, Alabama.
11. Binding Effect; Covenants Running With the Land. All the easements, provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon Grantor and Grantee, their respective successors and assigns, tenants, subtenants and all other persons acquiring any interest in any property described herein or any portion thereof, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the owners of such properties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, tenants, subtenants and all other persons claiming by, through, or under them. All the provisions of this Agreement shall constitute covenants running with the land pursuant to Alabama law.

This DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT shall take effect when executed by the parties.




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IN WITNESS WHEREOF, the parties have executed this agreement and covenant in Shelby County, Alabama on this the 14th day of October 2020.

**Kingwood Assembly of God, Inc.**

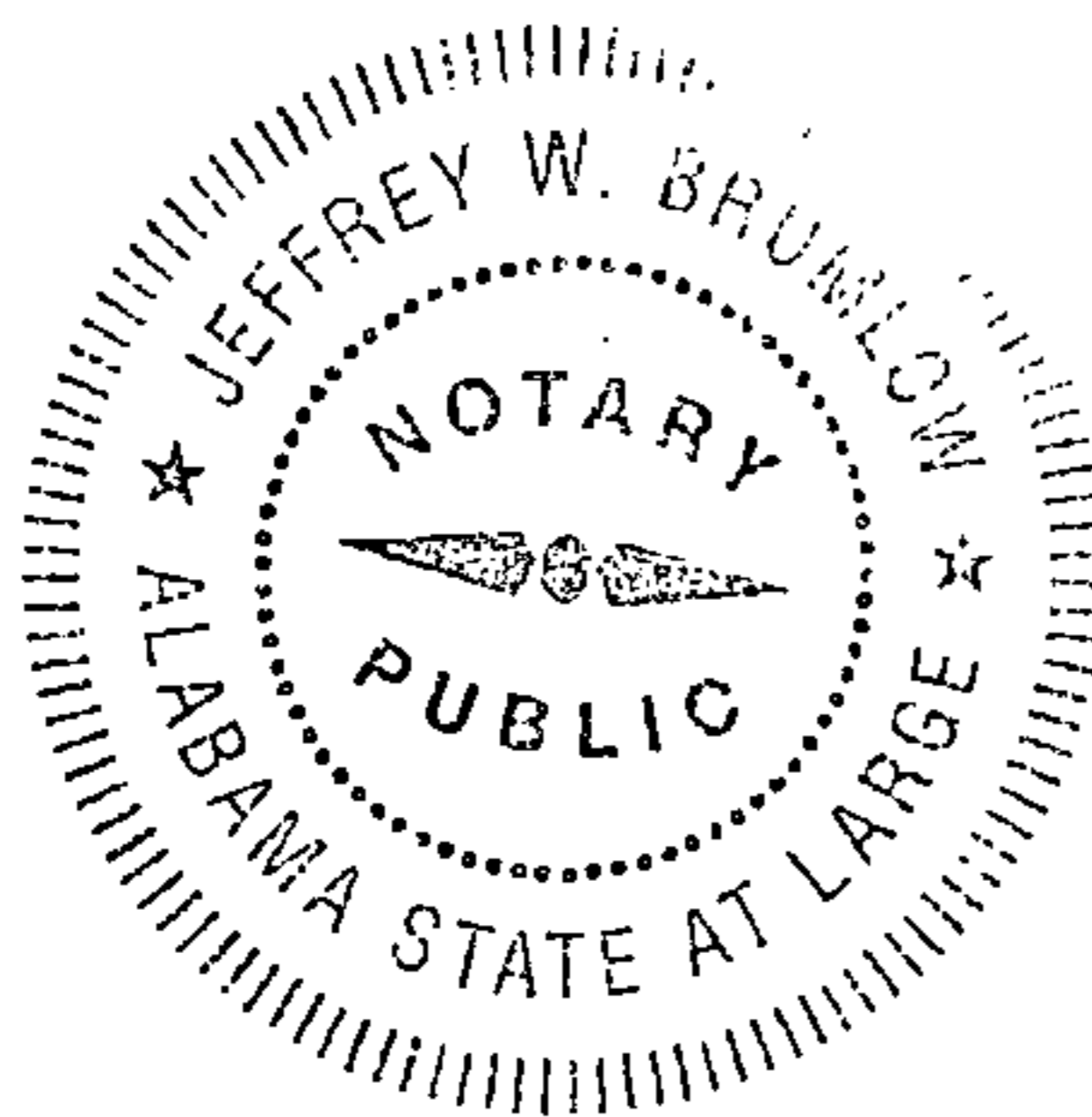
  
By Clark White, Its Administrator


STATE OF ALABAMA  
SHELBY COUNTY

  
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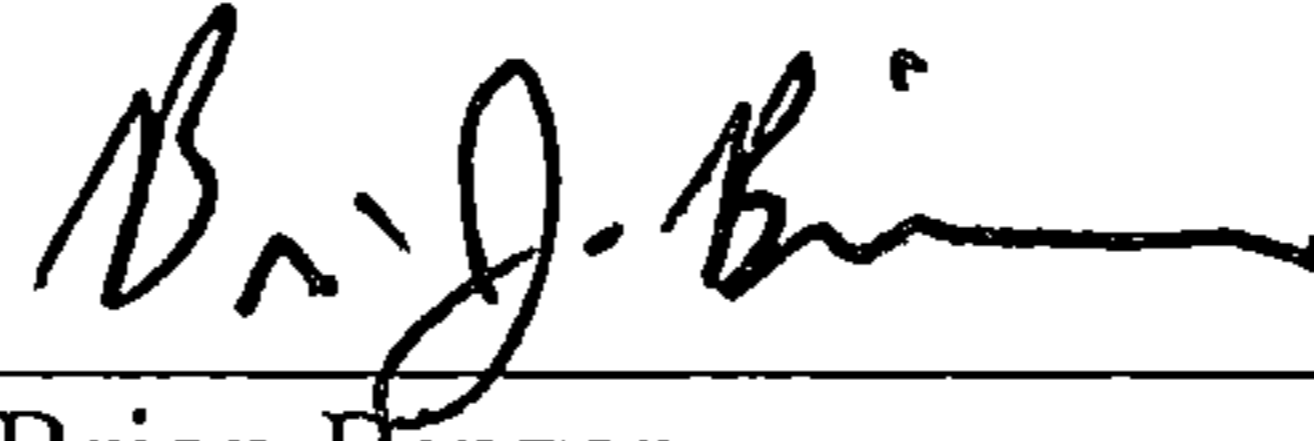
I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that Clark White, whose name as Administrator of the Kingwood Assembly of God, Inc., is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily and with full authority and as the act of the Corporation.

Given under my hand and official seal, this the 14th day of October 2020.




  
Notary Public  
My Commission Exp.: **Jeffrey W Brumlow**  
**Notary Public**  
State of Alabama - At Large  
My Commission Expires Dec. 10, 2022

City of Alabaster, Alabama



Brian Binzer  
City Administrator


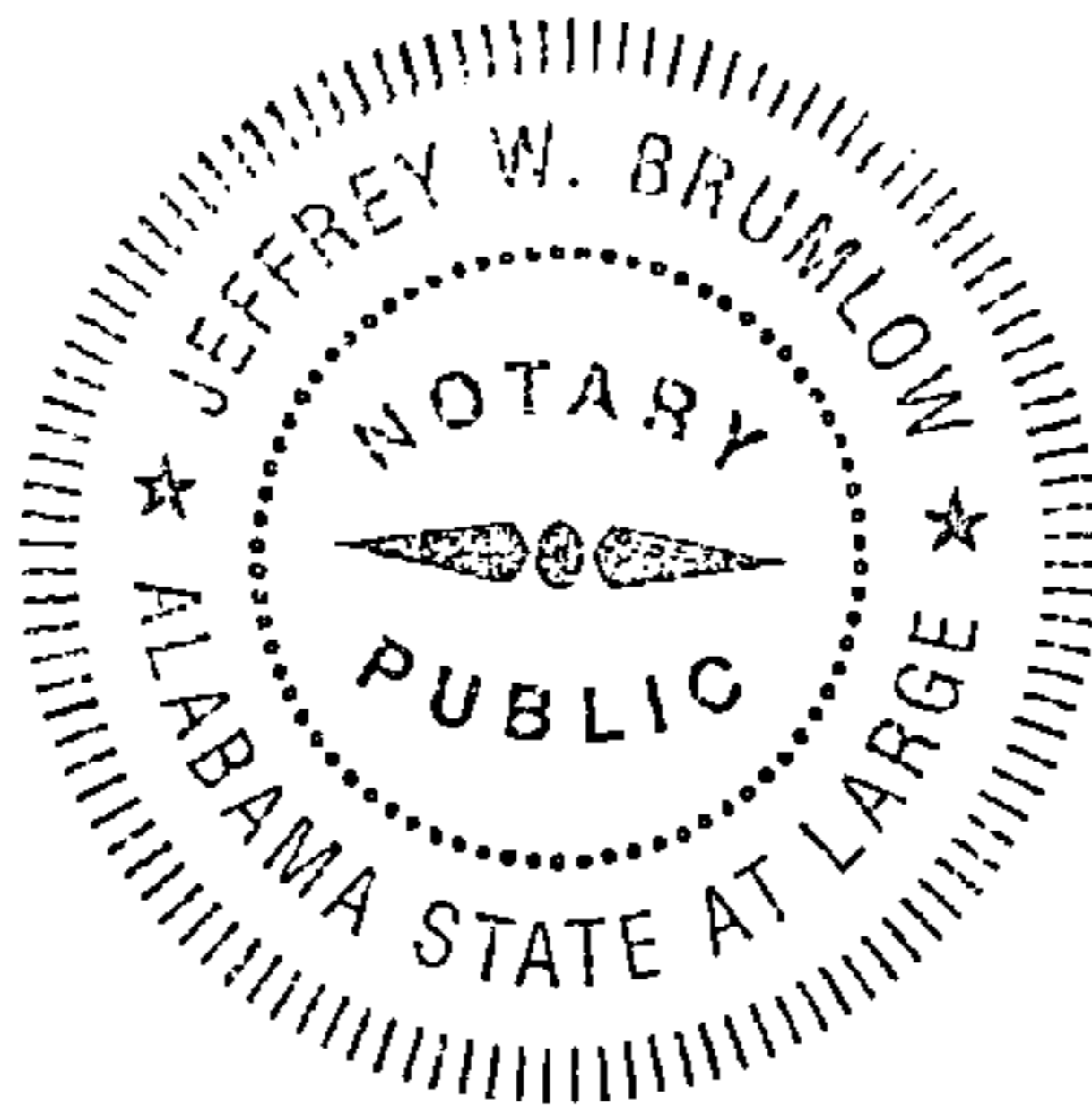
STATE OF ALABAMA  
SHELBY COUNTY



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I, the undersigned, a Notary Public in and for the said County, in said State, hereby certify that Brian Binzer, whose name as Administrator of the City of Alabaster, an Alabama municipal corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such City Administrator and with full authority, executed the same voluntarily for and as the act of said city.

Given under my hand and official seal, this the 14th day of October 2020.



Notary Public  
My Commission Exp.:

**Jeffrey W. Brumlow**  
**Notary Public**  
State of Alabama - At Large  
My Commission Expires Dec. 10, 2022

INSTRUMENT PREPARED BY:

Brumlow Legal Group  
137 Main Street, Ste 202  
Alabaster, AL 35173  
(205) 833-1303

**EXHIBIT A**  
**LEGAL DESCRIPTION OF EASEMENTS**

**STORM WATER (As Shown on EXHIBIT B)**

A storm water easement (for ditches and retention area), situated in the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimp pipe marking the accepted location of the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, said point being on the Northern line of Lot 2 of the Kingwood Assembly of God Resurvey, recorded in Map Book 52, Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run N88°29'24"W along the north line of said Lot 2 and Quarter-Quarter section for a distance of 206.54 feet to the Northwest corner of said Lot 2; thence run S01°47'35"W along the west line of said Lot 2 a distance of 138.36 feet to the Point of Beginning of the herein described storm water easement; thence leaving the west line of said Lot 2 run S88°17'07"E for a distance of 76.60 feet; thence run S72°44'01"E for a distance of 20.61 feet; thence run S88°47'34"E for a distance of 47.46 feet; thence run N81°22'45"E for a distance of 22.08 feet; thence run N52°09'35"E for a distance of 33.03 feet; thence run N13°28'35"E for a distance of 89.34 feet; thence run N72°09'20"E for a distance of 39.92 feet; thence run S84°25'53"E for a distance of 136.22 feet; thence run S59°27'34"E for a distance of 44.56 feet; thence run S24°00'37"E for a distance of 115.07 feet; thence run S13°26'42"E for a distance of 43.41 feet; thence run N76°32'48"E for a distance of 33.28 feet to a point on the east line of said Lot 2 (point being S23°18'54"E and 206.02 feet from the Northeast corner of Lot 2); thence run S23°18'54"E and continue along the east line of Lot 2 for a distance of 24.65 feet; thence run S76°32'48"W and leaving the east line of Lot 2 for a distance of 37.51 feet; thence run S87°11'07"W for a distance of 61.57 feet; thence run N71°38'27"W for a distance of 97.77 feet; thence run N68°48'35"W for a distance of 135.36 feet; thence run S58°12'28"W for a distance of 33.66 feet; thence run S81°22'45"W for a distance of 32.56 feet; thence run N88°47'34"W for a distance of 54.27 feet; thence run N72°44'01"W for a distance of 20.75 feet; thence run N88°17'07"W for a distance of 56.59 feet; thence run S05°09'08"W for a distance of 272.17 to a point on the west line of said Lot 2; thence run N01°47'35"E and along the west line of said Lot 2 for a distance of 301.68 feet to the Point of Beginning of the herein described easement, said easement containing 1.17 acres more or less.



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## STORM SEWER DIAGRAM



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**EXHIBIT C**  
**WATER LINE (As shown on Exhibit D)**

**TRACT 1**

A 20 foot wide water line easement situated in the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimp pipe marking the accepted location of the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, said point being on the Northern line of Lot 2 of the Kingwood Assembly of God Resurvey, recorded in Map Book 52, Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run N88°29'24"W along the north line of said Lot 2 and Quarter-Quarter section for a distance of 206.54 feet to the Northwest corner of said Lot 2; thence run S01°47'35"W along the west line of said Lot 2 a distance of 26.18 feet to the Point of Beginning of the herein described centerline of a 20 foot wide water line easement ( 10 feet each side of described centerline); thence run S84°08'40"E a distance of 33.06 feet; thence run S49°03'27"E a distance of 80.84 feet; thence run S44°16'25"E a distance of 106.31 feet; thence run S62°25'39"E a distance of 13.68 feet; thence run S80°18'08"E a distance of 97.61 feet; thence run S66°47'24"E a distance of 146.71 feet; thence run S76°03'47"E a distance of 70.04 feet; thence run N79°17'22"E a distance of 51.57 feet to a point and the end of described centerline, and end of said waterline easement, point being on the East line of said Lot 2, S23°18'54"E and 256.15 feet from the Northeast corner of said Lot 2; said easement containing 0.27 acres, more or less.

**TRACT 2**

A 10 foot wide water line easement situated in the Northeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Northeast Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" crimp pipe marking the accepted location of the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, said point being on the Northern line of Lot 2 of the Kingwood Assembly of God Resurvey, recorded in Map Book 52, Page 67, in the Office of the Judge of Probate, Shelby County, Alabama; thence run N88°29'24"W along the north line of said Lot 2 and Quarter-Quarter section for a distance of 206.54 feet to the Northwest corner of said Lot 2; thence run S01°47'35"W along the west line of said Lot 2 a distance of 628.83 feet to the Southwest corner of said Lot 2, point being on the Northern Right of Way of Industrial Road (Shelby County Highway 66) Right of Way varies; thence run S88°12'25"E and continuing along said Right of Way for a distance of 560.97 feet; thence run

N69°28'12"E for a distance of 54.46 feet to the Point of Beginning of the herein described centerline of a 10 foot wide water line easement (5 feet each side of described centerline); thence run N01°56'02"E and leaving said road Right of Way for a distance of 25.32 feet; thence run S83°34'06"E for a distance of 17.55 feet; thence run N72°42'05"E for a distance of 29.62 feet to a point on the Northwesterly edge of an existing 10 foot waterline easement and the Point of Ending for the herein described centerline and the end of described waterline easement; said easement containing 0.016 acres, more or less.



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## WATER LINE EASEMENT DIAGRAM

