



20201028000490460 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
10/28/2020 10:28:10 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

AGENDA ITEM NO. 10
APPROVED TO GRANT EASEMENT AGREEMENT
BOARD MEETING DATE 8/23/2020
ASSISTANT TO THE BOARD [Signature]

In consideration of \$1.00 dollars
and other valuable consideration paid The Water Works Board of the City of Birmingham, a
Alabama public corporation (hereinafter referred to as the "Board") by Shelby County,
Alabama, (hereinafter referred to as the "County"), the receipt and sufficiency of which the
Board hereby acknowledges, the Board does hereby grant, bargain, sell and convey unto
the County, its successors and assigns, an easement over, across, under and through the
hereinafter described real estate as shown on Exhibit "A" attached hereto.

1. The easement, rights and privileges herein granted shall be used only for the
purposes of, at such times and from time to time in the future as the County may elect,
laying, constructing, installing, maintaining, operating, renewing, repairing, changing the
size of, relocating, removing and/or replacing pipelines, valves, pump stations, pressure
reducing valves and such other appurtenances, appliances, fixtures, conduits, cables, fiber
optics and equipment, whether above or beneath the surface of the ground, deemed by the
County to be necessary or desirable in connection with the management, operation and
maintenance of a water system (hereinafter collectively referred to as "Pipelines"), together
with all rights and privileges necessary or convenient for the full enjoyment or use of the
rights herein granted, including, but not limited to, the free right of ingress and egress.

2. The Board agrees not to place, construct, cause to be constructed, or permit
to be constructed, on the above described real estate any lake or pond or any building or
structure, or obstruction of any kind which would prevent ready access to, or interfere with,
the Pipelines for any of the purposes hereinabove set forth.

3. The County shall have the right to clear, cut, and trim trees or shrubbery

which may encroach upon the easement area herein conveyed. Furthermore, the County shall have the right to grade the easement as necessary for pipeline installation and maintenance purposes.


4. No delay of the County in the use of the easement and rights hereby granted or in laying or installing Pipelines in or along the easement shall result in the loss, limitation or abandonment of any right, title, interest, easement or estate granted hereby.

5. By the acceptance of this instrument, the County agrees, at its sole cost, to maintain the Pipelines in good operating condition and to repair and replace the Pipelines, as necessary, at all times in the future, so long as the Pipelines are being used by the County. If the County damages the easement areas, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

6. The Board reserves the absolute right to use the real estate subject to the rights herein granted for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the County.

7. The easement, rights and privileges herein granted shall terminate when the purposes thereof cease to exist or are abandoned by the County.

8. This instrument states the entire agreement between the Board and the County and merges into this instrument all statements, representations and covenants heretofore made, and any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by the Board and the County.


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9. This instrument shall inure to the benefit of and be binding upon the Board and the County and their respective heirs, successors and assigns.

TO HAVE AND TO HOLD UNTO Shelby County, Alabama, its successors and assigns forever

IN WITNESS WHEREOF, The Water Works Board of the City of Birmingham has executed this instrument on this 9TH day of OCTOBER, 2020

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM:

By: Michael Johnson
Its: General Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MICHAEL JOHNSON whose name is signed to the foregoing instrument as the GENERAL MANAGER for The Water Works Board of the City of Birmingham, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9TH day of OCTOBER, 2020

Antonia Christina Herdip

NOTARY PUBLIC

AFFIX SEAL

My commission expires: MARCH 24, 2024



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SHELBY COUNTY, ALABAMA:

By: *M. Sings*

Its: *County Manager*

STATE OF ALABAMA)
COUNTY OF *Shelby*)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that *Chad Scroggins* whose name is signed to the foregoing instrument, as *County Manager* for Shelby County, Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this *13th* day of *October*, 20*20*

Kim Reynolds
NOTARY PUBLIC

AFFIX SEAL

My commission expires: *10/8/2024*



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EXHIBIT A
LEGAL DESCRIPTION



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PRELIMINARY MAP



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SHELBY COUNTY WATER MAIN EASEMENT
ALONG BRIDGE CROSSING COX CREEK
AT ALABAMA HIGHWAY 119

COUNTY OF SHELBY)

STATE OF ALABAMA)

Commence at the Southwest corner of Section 21, Township 18 South, Range 1 West; thence run northerly along the west line of said section line a distance of 436.57 feet; thence turn a deflection angle right of 76°57'29" and run northeasterly a distance of 110.45 feet to a point on the southeast right-of-way line of AL HWY 119, being the point of beginning of a 20-foot-wide water main easement, lying 10 feet on each side of, parallel to, and abutting the following described line; thence continue along the last named course a distance of 86.29 feet; thence turn a deflection angle left of 41°17'50" and run northeasterly a distance of 1324.44 feet; thence turn a deflection angle left of 44°17'20" and run northwesterly a distance of 121.73 feet to a point on the southeast right-of-way line of AL HWY 119 being the end of this 20-foot-wide water main easement, containing 0.7 acres, more or less.



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