

This instrument was prepared without benefit of title evidence by:

William R. Justice
P.O. Box 587, Columbiana, Alabama 35051

PERMANENT EASEMENT AGREEMENT

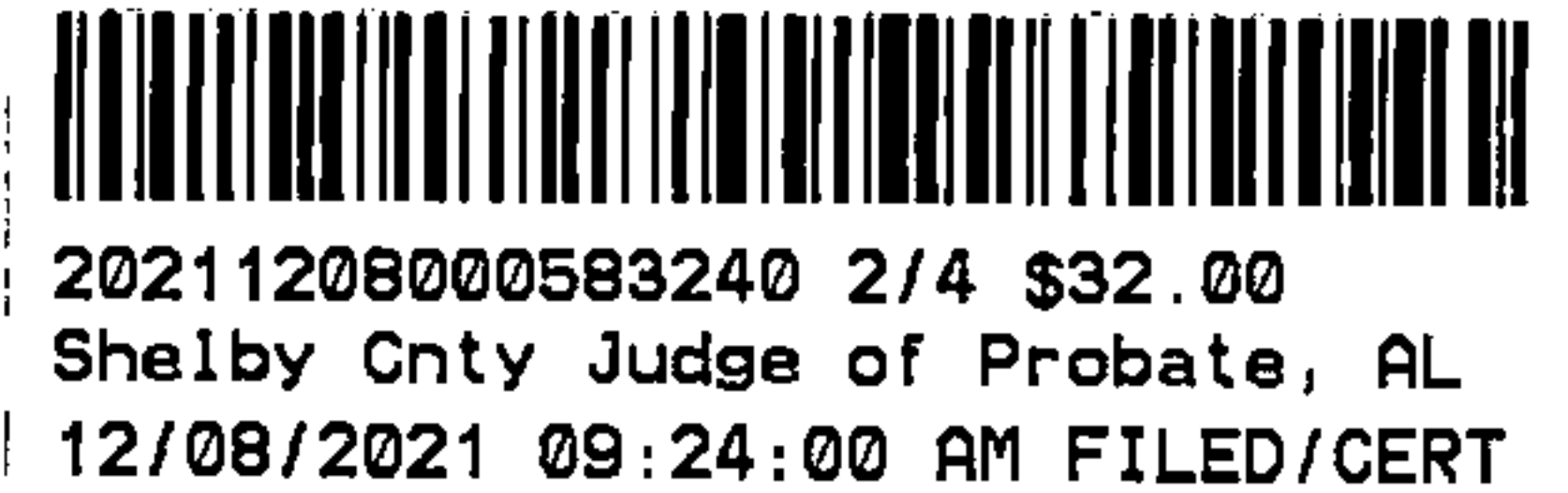
STATE OF ALABAMA

SHELBY COUNTY **KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the Alabaster Water Board, the receipt whereof is hereby acknowledged, the undersigned Mountainprize, Inc., a Georgia corporation., (hereafter the GRANTOR) hereby grants, sells, and conveys to the Alabaster Water Board (hereafter the GRANTEE), its agents, successors, and assigns a permanent exclusive 15-foot wide utility easement and right of ingress and egress to and from, also over and across a parcel of land (hereafter the EASEMENT AREA) for the purpose of constructing, operating, maintaining and repairing a water line or lines, pipes, valves, and associated equipment, at the sole discretion of the GRANTEE. Said Easement Area being more particularly described as follows:

An easement over and across a parcel of land located in the Southeast one quarter of Section 12, Township 21 South, Range 3 West Shelby County, Alabama and being a portion of Lot 1 Racetrac Petroleum Addition to Alabaster as recorded in Map Book 54 Page 30 in the Office of Judge of Probate Shelby County, Alabama. Said easement being more particularly described as follows:

Commence at a found 3/4 inch open top marking the Northern most corner of the above mentioned Lot 1, said point also lying on the Southwest right of way of US Highway 31; thence run South 44 Degrees 54 Minutes 56 Seconds East along said right of way and the North line of said Lot 1 for a distance of 70.61 feet to a point, said point marking the POINT OF BEGINNING of the easement herein described; thence continue along the last described course for a distance of 110.08 feet to a point; thence leaving said right of way and North line run North 89 Degrees 54 Minutes 56 Seconds West for a distance of 20.80 feet to a point; thence run North 44 Degrees 54 Minutes 56 Seconds West for a distance of 80.66 feet to



a point; thence run North 00 Degrees 05 Minutes 04 Seconds East for a distance of 20.80 feet to the POINT OF BEGINNING. Said easement contains 1,403 square feet or 0.03 acres more or less.

The GRANTEE shall have the right and privilege of a perpetual use of said Easement Area 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 Easement Area and on the lands of the undersigned adjacent to said strip when and to the extent deemed reasonably necessary for the avoidance of danger to or interference with the public use of the easement.

This Agreement is made subject to the following:

(1) The rights and easements granted herein are granted subject to all matters of record.

(2) All installation, construction, maintenance and any other work performed by, for, at the direction of, on behalf of, or under the supervision of GRANTEE under or pursuant to this Agreement shall be performed (i) in a good and workmanlike manner by qualified contractors that are licensed and insured (with customary limits of insurance), (ii) in a lien-free manner, (iii) in compliance with all applicable laws, codes, ordinances, rules, regulations and any agreements or restrictions to which the Easement Area is subject, and (iv) in such a manner so as to minimize any disruption of GRANTOR'S property located adjacent to the Easement Area and/or the business operations thereon. Upon the commencement of any such installation, construction or maintenance, GRANTEE shall thereafter diligently pursue the same to completion in an expeditious manner.

(3) GRANTEE, at its expense, shall promptly repair and restore any portion of the Easement Area or GRANTOR'S property located adjacent thereto that is damaged or disturbed



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Shelby Cnty Judge of Probate, AL
12/08/2021 09:24:00 AM FILED/CERT

as a result of GRANTEE'S exercise of its rights hereunder, and shall return any such property to substantially the same condition as existed immediately prior to such exercise.

(4) GRANTOR, for itself and its heirs, successors and assigns, expressly reserves the right to use and enjoy, or continue to use and enjoy, the Easement Area and GRANTOR'S property located adjacent thereto in any manner and for any purpose that is not inconsistent with GRANTEE'S rights hereunder, including, without limitation, for the installation of paving and/or landscaping within the Easement Area and/or GRANTOR'S property located adjacent thereto.

TO HAVE AND TO HOLD to the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR has hereto set his signature and seal, this the 19th day of November, 2021.

Mountainprize, Inc.

by 

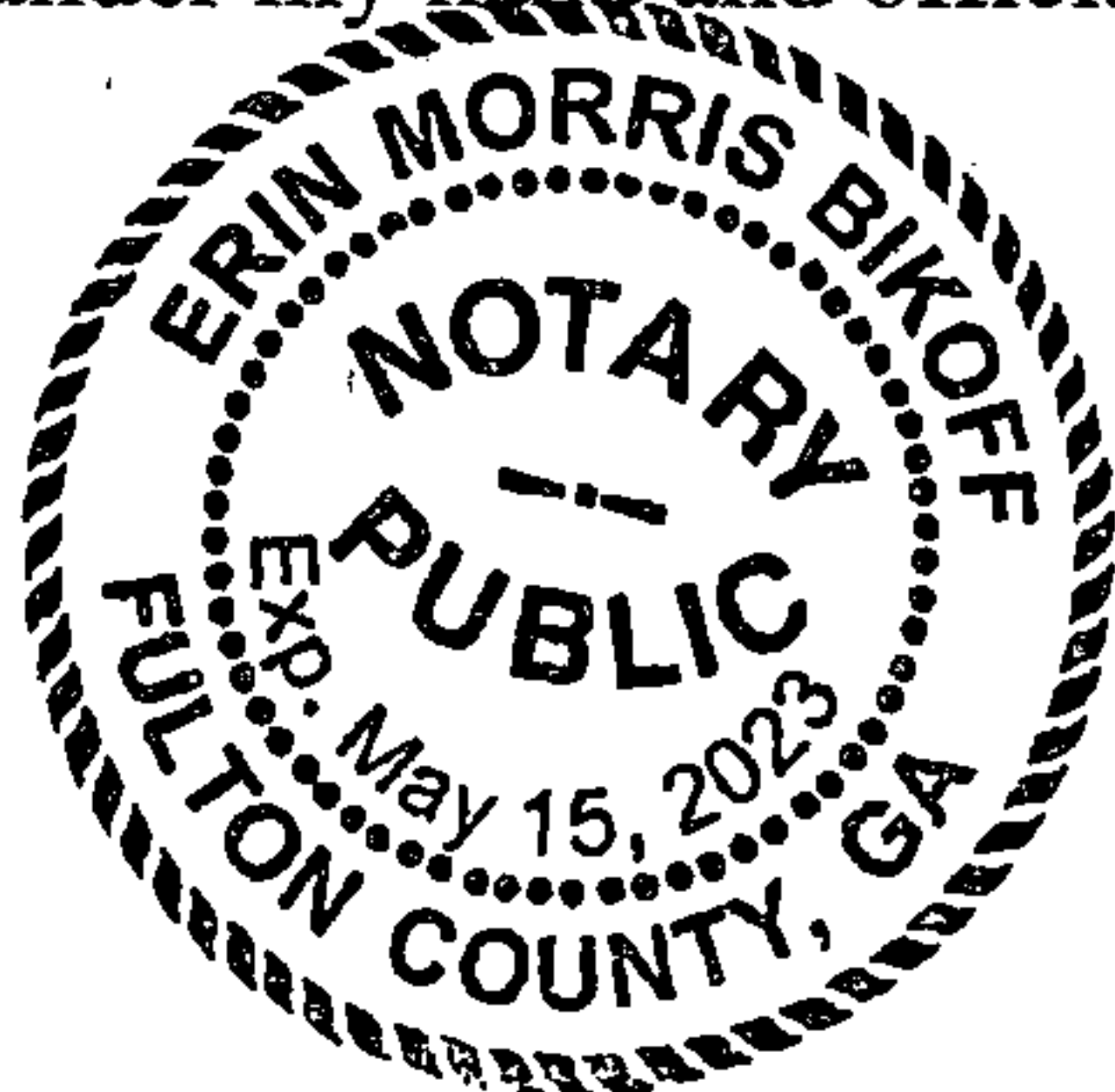
Name: MAX E. McBRAYER, JR.

Title: Chief Executive Officer

STATE OF GEORGIA
COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MAX E. McBRAYER, JR., whose name as Chief Executive Officer of Mountainprize, Inc., a Georgia 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 officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 19th day of November, 2021.



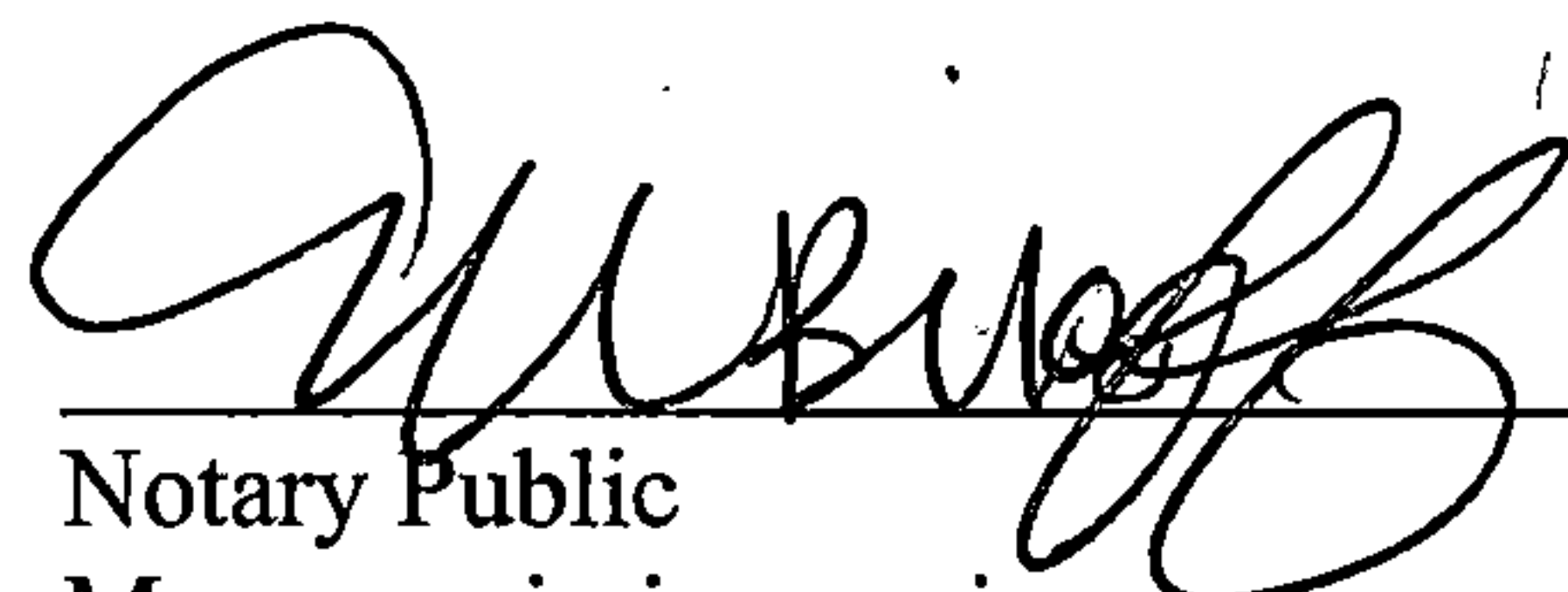

Notary Public
My commission expires:

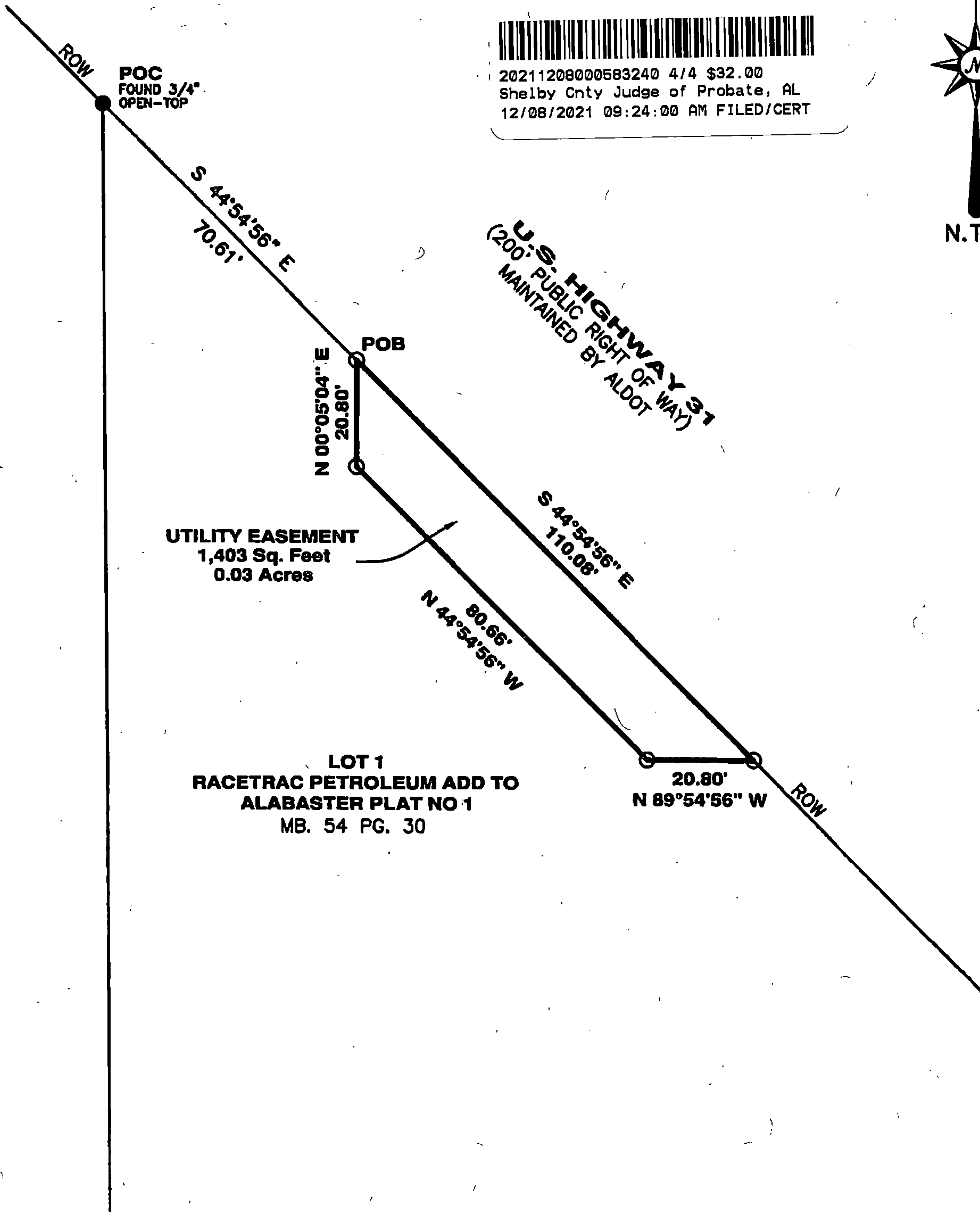
EXHIBIT MAP UTILITY EASEMENT

DRAWING: #19-0024

SE 1/4 OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST
SHELBY COUNTY, ALABAMA



20211208000583240 4/4 \$32.00
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UTILITY EASEMENT
1,403 Sq. Feet
0.03 Acres

LOT 1
RACETRAC PETROLEUM ADD TO
ALABASTER PLAT NO 1
MB. 54 PG. 30

ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

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