

DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT

This Declaration of Easement and Maintenance Agreement (hereinafter "Agreement") is made by and between the **City of Alabaster, Alabama** (hereinafter "City") and the **City of Alabaster Board of Education** (hereinafter "School Board"), collectively herein the "Property Owners." For purposes of recording this instrument, the School Board may be considered the "Grantor" and the City as the "Grantee."

WHEREAS, the School Board owns certain real property located in the City of Alabaster, Alabama, Shelby County on the former campus of Old Thompson High School & Thompson Intermediate School on which a baseball field previously has been situated (the "School Board Land");

WHEREAS, the City owns certain real property located in the City of Alabaster, Alabama, Shelby County that bears Parcel ID # 23 1 11 2 004 014.000 and adjoins the western boundary of the School Board Land (the "City Land");

WHEREAS, the School Board Land and the City Land both lie in Section 11, Township 21S, Rand 3W of the Shelby County land records and are due north of Thompson Road;

WHEREAS, along the boundary of the School Board Land and City Land, certain improvements that relate to use of baseball field on the School Board Land encroach onto the City Land property, and certain City improvements that relate to use of the City Land encroach onto the School Board property;

WHEREAS, pursuant to the terms, understandings, and provisions in this Agreement, in lieu of relocating the respective encroachments from the other's land, the Property Owners desire to enter into this Agreement whereby each of them may maintain the existing encroachments onto the other's land and continue operations related to use of those encroachments thereon within a parcel of land that is particularly described herein on **Exhibit A** (the "Shared Easement Area"); and

WHEREAS, the approximate dimensions of the Shared Easement Area described on Exhibit A are 75' wide X 551' long.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration to each Property Owner paid by the other, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owners covenant, stipulate, and agree as follows:

1. In accordance with the terms and conditions of this Agreement, the Property Owners hereby grant, transfer, establish and declare a perpetual easement (the "Shared Easement") to each other and their assigns to do all things necessary for the improvement, use, and maintenance of the Shared Easement Area for their respective facilities that are or may be located within it. The authorized uses of the Shared Easement Area include, but are not be limited to, the following: (i) ingress and egress thereto; (ii) continuation and maintenance of existing encroaching improvements on, across, or below ground; and (iii) installation and maintenance of new facilities under, over and across the Shared Easement Area that are reasonably required for enjoyment of and benefitting their respective, adjacent properties (including,



without limitation, lighting, signage, water supply, installation of storm and sewage drainage facilities, and all materials necessary thereto collectively, "Permitted Uses").

2. The Property Owners will maintain their existing easement improvements related to their respective properties, at their sole cost, discretion, and expense.

3. Each Property Owner will use the Shared Easement Area in a manner that does not unreasonably interfere with or prohibit the operations of the other. Each of them shall endeavor to cooperate with the other in such manner that maintenance of their respective improvements in that Area and use of the Shared Easement are conducted in a cooperative and efficient way and in a manner so as to have a minimal effect on the operations of the other.

4. Each Property Owner shall keep their respective improvements within the Shared Easement Area free from nuisance, in reasonable safe condition, and in compliance with all local, state, and federal laws.

5. In conducting their respective operations in or about the Shared Easement Area, each Property Owner covenants to the other that neither it nor any of their respective agents, employees, contractors, or invitees will damage, disrepair, interfere with, or modify the improvements or operations of the other.

6. To the extent permitted by applicable law, each Property Owner agrees to indemnify and hold the other harmless for the cost of repairs associated with the damage or disrepair to the easement improvements in the Shared Easement Area that are owned, used or maintained by the other and result from their negligent operations (or that of their agents, employees, contractors, or invitees.)

7. By entering this Agreement, the Property Owners do not convey to the other or to any other party any title in or to their respective property interest in either the School Board Land or the City Land, but merely grant the rights, privileges and easements herein set forth.

8. If any provision in this Agreement 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.

9. The Agreement will be recorded in the Office of the Judge of Probate for Shelby County, and only may only be modified or terminated by a writing jointly executed by the Property Owners (or their successors in interest). Any such writing that modifies or terminates this Agreement only will take effect upon the recording of that writing in the Office of the Judge of Probate for Shelby County, Alabama.

10. Binding Effect; Covenants Running With the Land. All the provisions, agreements, rights, powers, covenants, conditions, and obligations in this Agreement shall be binding on and inure to the benefit of the Property Owners and their respective successors, assigns, or other persons acquiring any interest in their respective properties (whether by operation of law or in any manner whatsoever) or claiming by, through, or under them. Further, all provisions, covenants, and understandings of this Agreement shall constitute covenants running with the land pursuant to Alabama law.

11. This Declaration of Easement and Maintenance Agreement shall take effect when executed by the Property Owners.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Property Owners have executed this Declaration of Easement and Maintenance Agreement in Shelby County, Alabama on behalf of their respective organizations on this 21 day of September 2022.

City of Alabaster Board of Education

By: L. Wayne Vickers
L. Wayne Vickers, its Superintendent

STATE OF ALABAMA
SHELBY COUNTY

I, John Mark Frey, a Notary Public in and for the said County, in said State, hereby certify that L. Wayne Vickers, whose name as Superintendent of the City of Alabaster Board of Education, 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, they, executed the same voluntarily and as the act of that entity..

Given under my hand and official seal, this the 21 day of September 2022.

John Mark Frey
Notary Public
My Commission Exp.: March 1, 2026

City of Alabaster, Alabama

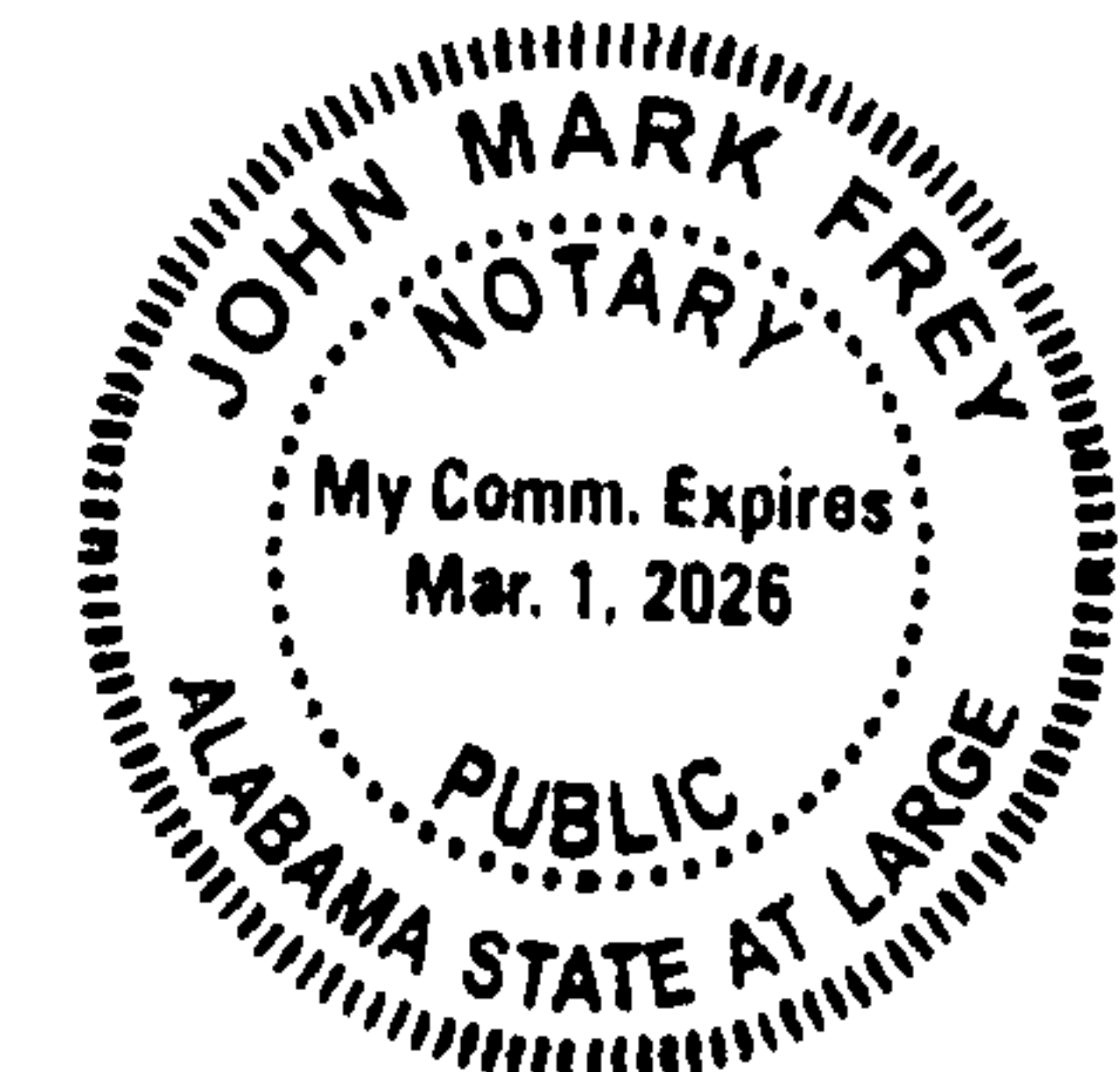
By: Scott Brakefield
Scott Brakefield, its Mayor

STATE OF ALABAMA
SHELBY COUNTY

I, John Mark Frey, a Notary Public in and for the said County, in said State, hereby certify that Scott Brakefield, whose name as Mayor 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 Mayor and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21 day of September 2022.

John Mark Frey
Notary Public
My Commission Exp. March 1, 2026





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EXHIBIT A – SHARED EASEMENT AREA – LEGAL DESCRIPTION

Commence at the Southeast corner of the Northeast Quarter of the northwest Quarter of Section 11, Township 21 South, Range 3 West Shelby County, Alabama, thence N89°13'55"W along said Quarter-Quarter line for a distance of 424.64 feet to a point; thence N88°56'50"W for a distance of 754.32 feet to a point; thence N88°12'19"W for a distance of 721.01 feet to a point; thence S07°10'26"W for a distance of 210.92 feet to the POINT OF BEGINNING; thence S04°45'58"W for a distance of 552.63 feet to a point on the Northerly right-of-way of Thompson Road; thence along said right-of-way N87°17'13"W for a distance of 75.05 feet to a point; thence leaving said right of way N04°45'58"E for a distance of 551.35 feet to a point; thence S88°15'20"E for a distance of 75.10 feet to the POINT OF BEGINNING of the easement herein described.