


This instrument was prepared without benefit of title evidence by:

T. Michael Brown
Bradley Arant Boult Cummings LLP
1819 Fifth Avenue North
Birmingham, AL 35203


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Shelby Cnty Judge of Probate, AL
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PERMANENT EASEMENT DEED

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

This Permanent Easement Deed is made effective this 14th day of December, 2023, by and between the County Board of Education of Shelby County (hereinafter "BOE" or "GRANTOR") and the Alabaster Water Board (hereinafter "Alabaster" or "GRANTEE").

RECITALS

WHEREAS, GRANTOR is the owner of certain real property located in Shelby County, Alabama ("GRANTOR Property"); and

WHEREAS, GRANTEE desires a utility easement to maintain a water line and associated equipment across the GRANTOR Property; and

WHEREAS, GRANTOR and GRANTEE have agreed to enter into this Permanent Easement Deed for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the sum of Ten Thousand and no/100 Dollars (\$10,000.00) in hand paid by the Alabaster Water Board, the receipt whereof is hereby acknowledged, the undersigned County Board of Education of Shelby County, Alabama, GRANTOR and GRANTEE hereby agree as follows:

1. **Grant.** GRANTOR hereby grants, sells, and conveys to GRANTEE, its agents, successors, and assigns a permanent exclusive 20-foot wide utility easement and right of ingress and egress to and from, also over and across, a parcel of land 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 being more particularly described as follows:

See attached Exhibit 1 for legal description and sketch (the "Easement Property").

The GRANTEE shall have the right and privilege of a perpetual use of said easement 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 avoidance of danger to



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or interference with the public use of the easement.

GRANTEE understands that said property operates as a central hub for the Shelby County School System and, as such, consistently serves as a destination place for various and sundry state and local district level meetings. For this reason, GRANTEE agrees to always leave at least one operable entry/exit access to property whenever any future work is to be conducted. GRANTEE will also install a casing of appropriate size for the water main that crosses the entrance from 7th Ave. SE.

Should GRANTEE need to excavate or otherwise disturb the surface of the property for the purposes heretofore expressed, GRANTEE will first notify GRANTOR and the parties shall coordinate the timing and location of such work to minimize any interference with GRANTORS' use of its property. Any and all pavement or other improved surface in the disturbed areas within said easement will be put back in its condition prior to the disturbance, and any grassed or landscaped areas will be restored to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

2. **Maintenance and Improvement of the Easement Property.** Grantee shall bear the full costs of maintenance and repair of the Easement Property.
3. **Right to Terminate.** This Easement shall not be terminated without the express written consent of both Grantor and Grantee.
4. **No Dedication.** This Easement Agreement shall not be construed to make any public dedication of the Easement Property.
5. **Severability.** The provisions of this Easement Agreement are severable, and in the event any provision hereof shall be limited, held invalid, or held unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
6. **Governing Law.** This Easement Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.
7. **Captions.** The section, titles, and headings of this Easement Agreement are for convenience only and do not define, modify, or limit any of the terms hereof.
8. **Exhibits.** All exhibits referenced in this Easement Agreement are attached hereto and incorporated herein by reference.
9. **Invalidation.** This Easement Agreement shall not create an association, partnership, joint venture, or a principal and agency relationship among GRANTOR and GRANTEE. No waiver by GRANTOR or GRANTEE of any provision hereof shall be deemed to imply or constitute a further waiver thereof or of any other provision set forth herein.
10. **Indemnity.** GRANTEE does hereby agree to defend, indemnify and hold harmless GRANTOR from any and all claims, demands, costs, liabilities and expenses which GRANTOR may suffer (including a reasonable attorney's fee) arising out of any injury or



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damage to person or property arising out of the use or enjoyment of the Easement Property, except for any claims caused by the negligent, willful or intentional acts of the Grantor. Further any liability hereunder shall not exceed the statutory limitations set forth in Ala. Code § 11-93-2.

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

IN WITNESS WHEREOF, the said GRANTOR, by its authorized officer named below, has hereto set its signature and seal, this the 14th day of December, 2023.

County Board of Education of Shelby County, Alabama

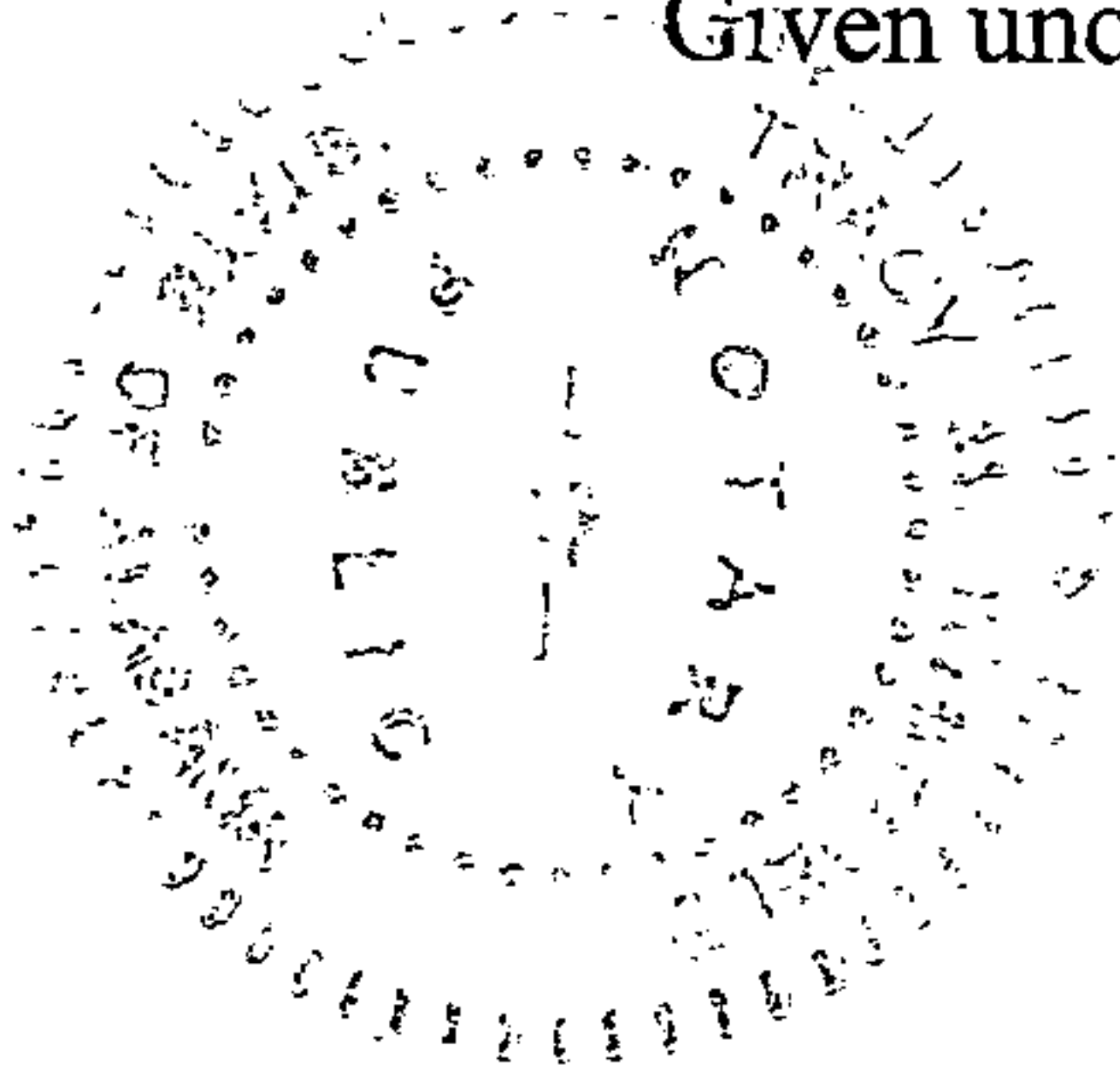
By [Signature]
Lewis Brooks as Superintendent

STATE OF ALABAMA

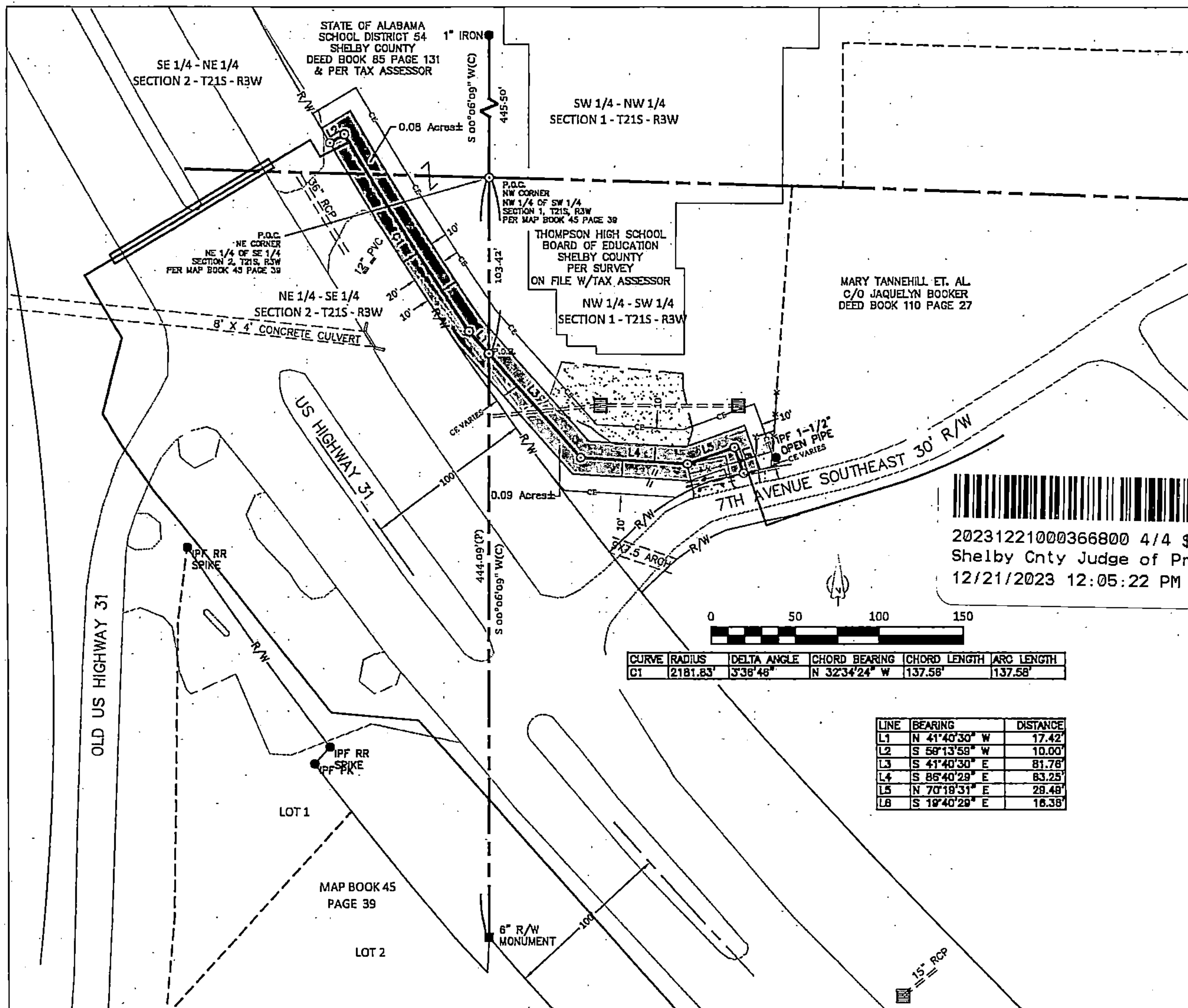
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lewis Brooks, whose name as Superintendent of the County Board of Education of Shelby County, Alabama 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 board on the day the same bears date.

Given under my hand and official seal this 14th day of December, 2023.



Mary Whitfield
Notary Public
My commission expires: 9/28/2024



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CURVE	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	2181.83'	3°38'48"	N 32°34'24" W	137.58'	137.58'

LINE	BEARING	DISTANCE
L1	N 41°40'30" W	17.42'
L2	S 58°13'58" W	10.00'
L3	S 41°40'30" E	81.78'
L4	S 85°40'28" E	83.25'
L5	N 70°18'31" E	29.48'
L6	S 18°40'29" E	16.38'

STATE OF ALABAMA SHELBY COUNTY

PROPOSED ACCESS AND UTILITY EASEMENT (PARCEL 1) 0.08 Acres ±

A strip of land twenty feet (20') in width to be used for an access and utility easement located in the Northeast 1/4 of the Southeast 1/4 and in the southeast 1/4 of the Northeast 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, lying ten feet (10') on each side of the following described centerline:

Commence at the northeast corner of the said Northeast 1/4 of the Southeast 1/4 as described in Map Book 45 Page 39, recorded in the Office of the Judge of Probate, Shelby County, Alabama, and run South 00 degrees 06 minutes 09 seconds West along the east boundary thereof, 103.42 feet to the point of beginning of said centerline; thence North 41 degrees 40 minutes 30 seconds West along said centerline, 17.42 feet; thence with a curve to the right, non-tangential in, having a radius of 2181.83 feet, a delta angle of 03 degrees 36 minutes 46 seconds, chord bearing of North 32 degrees 34 minutes 24 seconds West, and a chord length of 137.56 feet, run northerly along arc of said curve and along said centerline, 137.58 feet; non-tangential out, thence South 59 degrees 13 minutes 59 seconds West along said centerline, 10.00 feet to northeast right of way of U.S. Highway 31 and the end of said centerline. Shorten and/or extend sidelines to terminate at property lines.

Also, a temporary construction easement lying ten feet (10') on each side of the above-described easement, less and except that part lying within the right of way U.S. Highway 31.

PROPOSED ACCESS AND UTILITY EASEMENT (PARCEL 2) 0.09 Acres ±

A strip of land twenty feet (20') in width to be used for an access and utility easement located in the Northwest 1/4 of the Southwest 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, lying ten feet (10') on each side of the following described centerline:

Commence at the northwest corner of the said Northwest 1/4 of the Southwest 1/4 as described in Map Book 45 Page 39, recorded in the Office of the Judge of Probate, Shelby County, Alabama, and run South 00 degrees 06 minutes 09 seconds West along the west boundary thereof, 103.42 feet to the point of beginning of said centerline and run South 41 degrees 40 minutes 30 seconds East along said centerline, 81.76 feet; thence South 86 degrees 40 minutes 29 seconds East along said centerline, 63.25 feet; thence North 70 degrees 19 minutes 31 seconds East along said centerline, 29.49 feet; thence South 19 degrees 40 minutes 29 seconds East along said centerline, 16.38 feet to the north right of way of 7th Avenue Southeast and the end of said easement. Shorten and/or extend sidelines to terminate at property lines.

Also, a temporary construction easement lying ten feet (10') on each side of the above-described easement, less and except any part that is not part of the Grantor's property.

LEGEND

- FOUND MONUMENTATION
- FOUND CONCRETE MONUMENT
- CALCULATED POINT
- 1/4 - 1/4 LINE
- - - DEED
- - - PROPOSED CONSTRUCTION EASEMENT
- - - PROPOSED WATER LINE
- - - CENTERLINE OF EASEMENT
- CONCRETE
- GRAVEL



I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: *Lynell Early*
Lynell Early, P.L.S.

Alabama License No: 16589 Date: 10-25-23

Revision #1, October 25, 2023: Added Acres and Revised Construction Easement.
Revision #2, October 25, 2023: Revised Construction Easement Legal Description.



PERC
COMPANY, INC.
P.O. Box 1722, Jasper, AL 35502
(205) 384-5553 Office

NOTES

1) North Arrow shown hereon are based on North American Datum 1983/2011 (NAD83/2011), Alabama State Plane Coordinates, West Zone, Grid North, derived from gps rtk.

2) Building and roads derived from GIS mapping.

ABBREVIATIONS

R/W RIGHT OF WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
(P) MAP BOOK 45 PAGE 39

KREBS ENGINEERING, INC.
ALABASTER WATER BOARD
SHELBY COUNTY BOARD OF EDUCATION

PART OF
NW 1/4 - SW 1/4 SECTION 1, T21S, R3W
NE 1/4 - SE 1/4 SECTION 2, T21S, R3W
SE 1/4 - NE 1/4 SECTION 2, T21S, R3W
SHELBY COUNTY, ALABAMA

EASEMENT SURVEY, THIS IS NOT A PROPERTY BOUNDARY SURVEY

LAST FIELD SURVEY: JUNE, 2023

TYPE OF SURVEY: SUBURBAN

SCALE: 1" = 50'