



20241218000386890 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
12/18/2024 03:44:01 PM FILED/CERT

This instrument was prepared without benefit of title evidence by:

M. Lee Johnsey, Jr.
Balch & Bingham LLP
1901 Sixth Avenue North
Suite 1500
Birmingham, Alabama 3-5203

**PERMANENT EASEMENTS WITH TEMPORARY CONSTRUCTION
EASEMENTS**

STATE OF ALABAMA

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

These Permanent Easements with Temporary Construction Easements (this “Agreement”) is dated as of September 13, 2024 and is executed by and between **Shelby Land Partners, LLC**, an Alabama limited liability company, and **Alabaster Land Company, LLC**, an Alabama limited liability company (collectively, “GRANTOR,”), on one hand, and the **Alabaster Water Board** (“GRANTEE”), on the other hand.

GRANTEE is the owner by prescription of existing 18-inch water line (the “Existing Line”) on certain real property owned by GRANTOR which is within the area described as “Permanent Easement 2” on Exhibit A and B attached hereto and made a part hereof. This Agreement shall replace in its entirety any prescriptive rights or easements in favor of GRANTEE within respect to the Water Line, the areas subject to the Easements (as hereinafter defined). or any real property owned by GRANTOR contiguous thereto (collectively, the “Property”); any such prescriptive rights or easements with respect to the Water Line and Property are hereby vacated by GRANTEE in favor of the rights and easements granted under this Agreement; provided, however, that certain Agreement for Water Line Easement dated



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September 23, 1992 and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1992-21213 shall remain in full force and effect and shall not be extinguished by this Agreement..

Subject to the terms of this Agreement, GRANTOR does hereby grant, bargain sell and convey to GRANTEE, its successors, and assigns (i) a non-exclusive, perpetual easement to place one or more water lines within the area described as "Permanent Easement 1" on Exhibit A and B attached hereto 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 ("Permanent Easement 1"); (ii) a non-exclusive, perpetual water easement within the area described as "Permanent Easement 2" on Exhibit A and B attached hereto 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 (the "Permanent Easement 2" and together with Permanent Easement 1, the "Permanent Easements"); and (iii) a non-exclusive temporary construction easements within the areas described as "Temporary Construction Easements" on Exhibit A and B attached hereto for use in connection with GRANTEE's construction activities within Permanent Easement 1 and Permanent Easement 2 (the "Construction Easements" and together with the Permanent Easements, the "Easements"). The Construction Easements shall terminate upon the sooner of: (i) one year from the Effective Date of this Agreement; or (ii) completion of all of GRANTEE's construction activities in connection with Permanent Easement 1 and Permanent Easement 2. Prior to the termination of the Construction Easements, (i) GRANTEE may construct a temporary fence around the area subject to the Construction Easements; and (ii) GRANTOR shall not interfere with or grant permission to other parties to tamper with any materials or other items stored by GRANTEE within the



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Construction Easements.

At any time and from time to time, GRANTOR (or its successor in interest as owner of the real property subject to the Easements) shall have the right to cause GRANTOR to relocate all of the Easements or any of the Easements, provided that any such relocation (i) shall be performed only after ninety (90) days' notice in writing of GRANTOR's intention to undertake the relocation shall have been given to the GRANTEE, (ii) shall be performed at GRANTOR's sole cost, (iii) shall be done in a manner that does not result in the shutdown of the 18-inch water main (other than in connection with the transition of waterflow from the existing water lines to the relocated water lines, which shall be done in coordination with GRANTEE) or unreasonably interfere with the business operations of GRANTEE, and shall be constructed with Class 350 ductile iron pipe and in accordance with GRANTEE's standard specifications and standard details after design review and approval by GRANTEE. Upon any such relocation, GRANTOR and GRANTEE shall execute all documents reasonably necessary to reflect the new and current location(s) of such easements.

The GRANTEE shall have the right and privilege of a use of said Easements for such public purpose including ingress and egress within the boundaries of the Easements, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof within the boundaries of the Easements, including the right to cut and keep clear all trees, undergrowth and other obstructions within the boundaries of the Easements.

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

IN WITNESS WHEREOF, the said GRANTOR has hereto set their signatures and seals,
this the 13th day of September, 2024.

[signatures on following pages]



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Shelby Land Partners, LLC, an Alabama
limited liability company

By: [Signature]
Name: James A. Jackson
Its: Manager

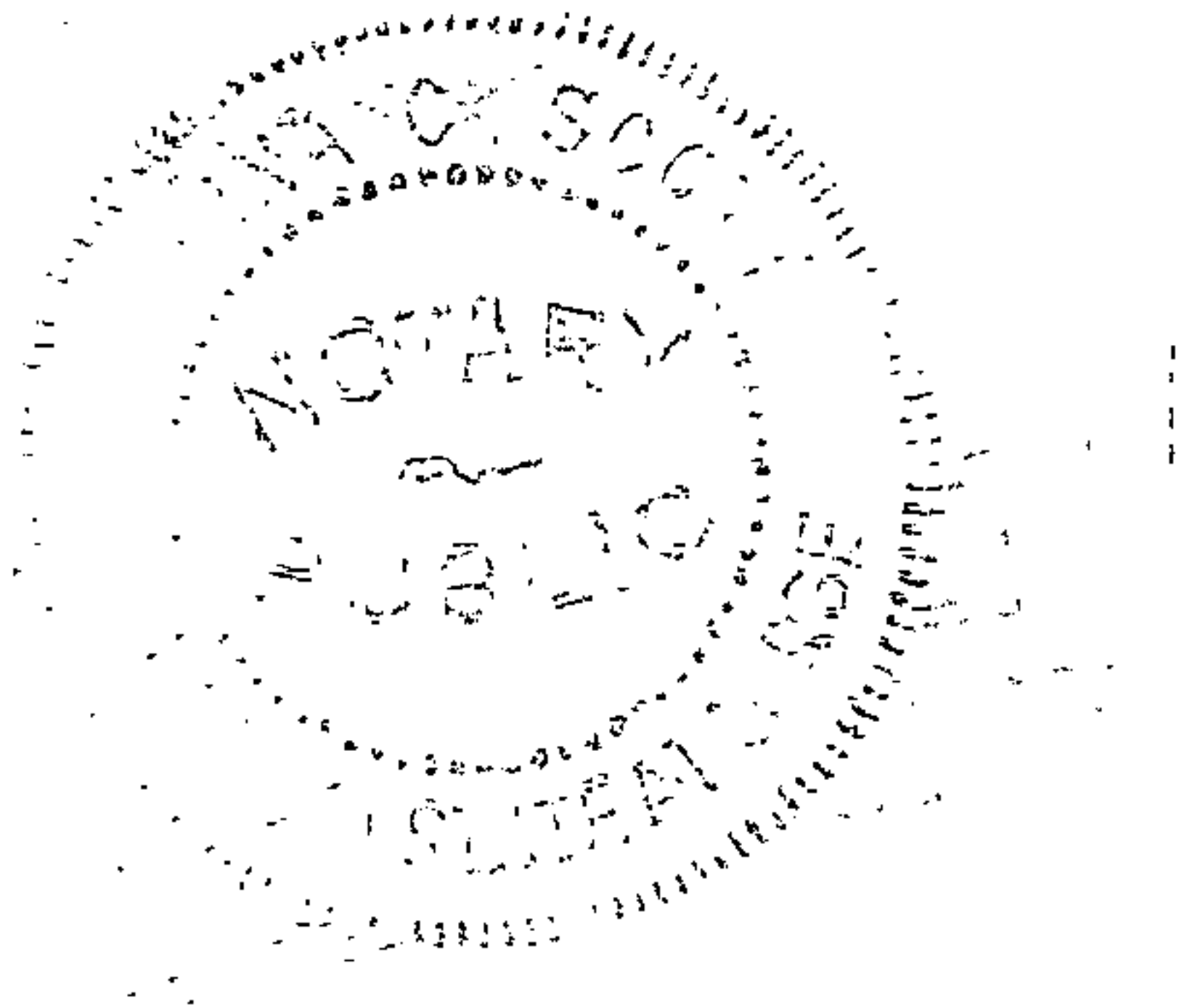
STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James A. Jackson, whose name as Manager of Shelby Land Partners, LLC, an Alabama limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of September, 2024.

[Signature]
Notary Public

My commission expires: 2/19/2027





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Alabaster Land Company, LLC, an
Alabama limited liability company

By: MEB
Name: Mark E Osborn
Its: Owner/Sole Member

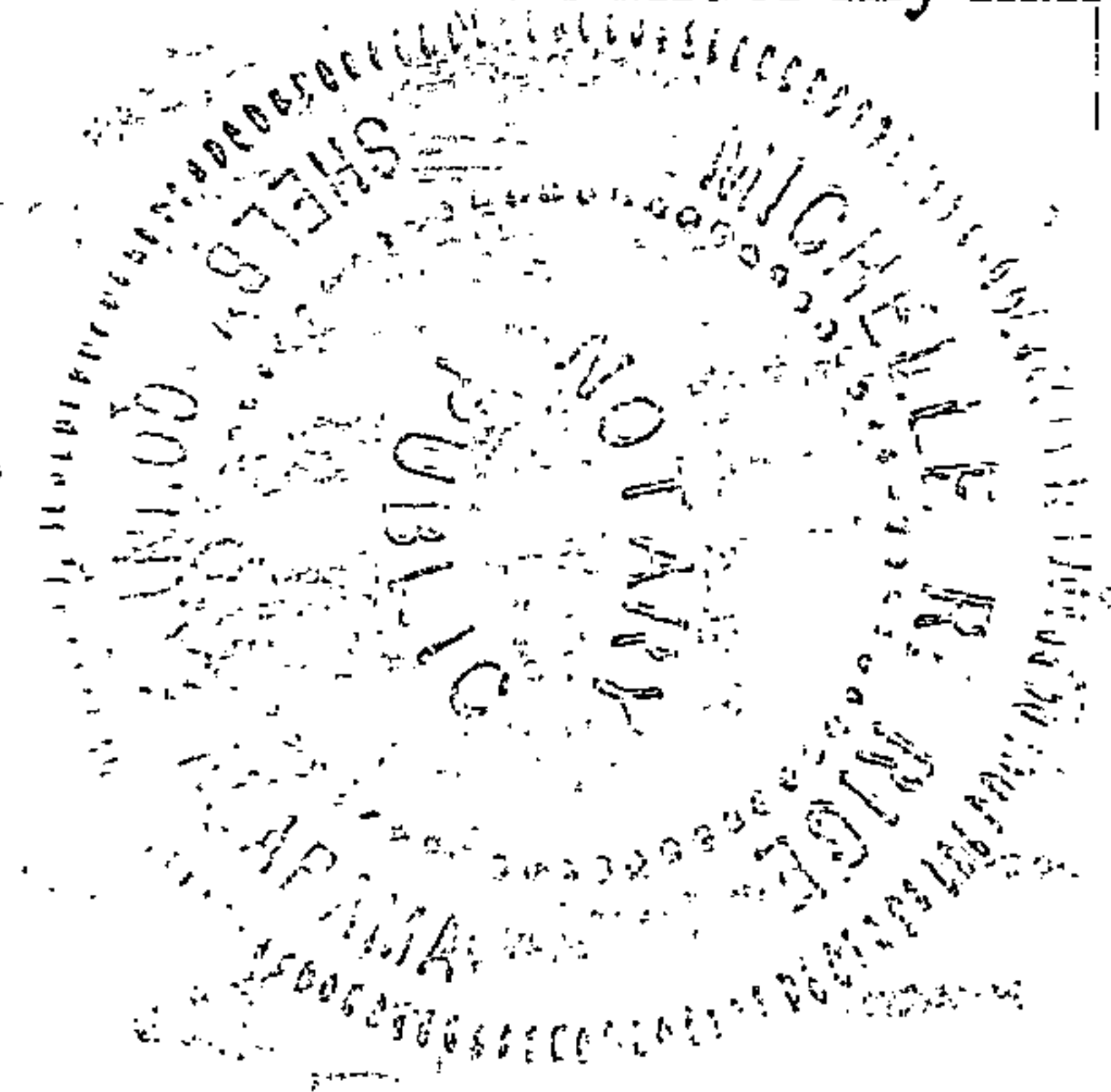
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark E. Osborn, whose name as Owner-Sole member of Alabaster Land Company, LLC, an Alabama limited liability company, 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 or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of September, 2024.

Michelle R. Rice
Notary Public Michelle R. Rice

My commission expires: 2/6/27





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EXHIBIT A
PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS

Permanent Easement 1

A strip of land varying in width to be used for an access and utility easement located in the South 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 6" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 66 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet to a point on the southeast line of a water line easement as recorded in Instrument # 1992-21213, in the Office of the Judge of Probate, Shelby County, Alabama and to the point of beginning; thence continue South 66 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 289.99 feet; thence leaving said right of way run North 23 degrees 17 minutes 30 seconds East, 20.00 feet; thence North 66 degrees 42 minutes 30 seconds West, 15.59 feet; thence North 16 degrees 40 minutes 56 seconds West, 19.34 feet; thence South 75 degrees 09 minutes 18 seconds West, 40.19 feet to a point 10 feet northeast and perpendicular to the northeast right of way of said Theater Drive; thence North 66 degrees 42 minutes 30 seconds West, 229.38 feet to a point on the southeast line of the said water line easement; thence South 28 degrees 55 minutes 16 seconds West along southeast line of said water line easement, 10.05 feet to the point of beginning. Said parcel contains 0.08 Acres more or less.

Permanent Easement 2

A strip of land twenty feet (20') in width to be used for an access and utility easement located in the South 1/2 of the Northeast 1/4 and in the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 6" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 66 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 310.09 feet; thence leaving said right of way run North 23 degrees 17 minutes 30 seconds East, 20.00 feet; thence North 66 degrees 42 minutes 30 seconds West, 15.59 feet; thence North 16 degrees 40 minutes 56 seconds West, 19.34 feet to the point of beginning; thence North 16 degrees 40 minutes 56 seconds West, 248.10 feet; thence North 14 degrees 41 minutes 26 seconds West, 116.03 feet to a point on the southeast line of a water line easement as recorded in Instrument #



1992-21213, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 28 degrees 55 minutes 16 seconds West along the southeast line of said water line easement, 29.00 feet; thence leaving said water line easement run South 14 degrees 41 minutes 26 seconds East, 95.38 feet; thence South 16 degrees 40 minutes 56 seconds East, 247.80 feet; thence North 75 degrees 09 minutes 18 seconds East, 20.01 feet to the point of beginning. Said parcel contains 0.16 Acres more or less.

Temporary Construction Easements

Also,

A strip of land to be used for a temporary construction easement located in the South 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being ten feet (10') in width lying along and adjoining the northeast side of the following described line.

Commence at a 6" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 66 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet to a point on the southeast line of a water line easement as recorded in Instrument # 1992-21213, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 28 degrees 55 minutes 16 seconds East along southeast line of said water line easement, 10.05 feet to the point of beginning of said described line; thence leaving said water line easement, run South 66 degrees 42 minutes 30 seconds East, 229.38 feet; thence North 75 degrees 09 minutes 18 seconds East, 20.18 feet to the ending point of said described line.

Also,

A parcel of land to be used for a temporary construction easement located in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly describes as follows:

Commence at a 6" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 66 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 310.09 feet to the point of beginning; thence leaving said right of way run North 23 degrees 17 minutes 30 seconds East, 20.00 feet; thence North 66 degrees 42 minutes 30 seconds West, 15.59 feet; thence North 16 degrees 40 minutes 56 seconds West, 78.29 feet; thence South 66 degrees 42 minutes 30 seconds East, 75.89 feet; thence South 23 degrees 17 minutes 30 seconds West, 80.00 feet to the northeast right of way of Theater Drive; thence North 66 degrees 42 minutes 30 seconds West along said right of way, 10.00 feet to the point of beginning.

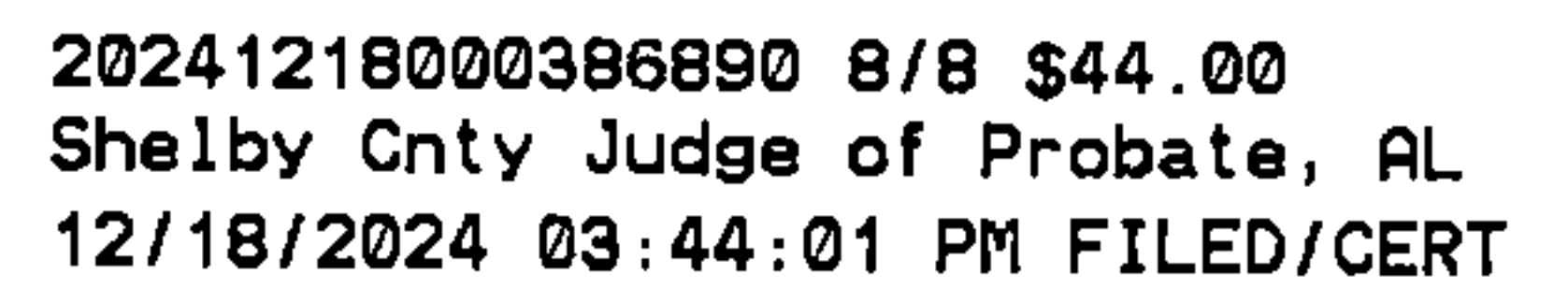


EXHIBIT B

MW 1/4 - NE 1/4
SECTION 1 - T21S - R3W

NE 1/4 - NE 1/4
SECTION 1 - T21S - R3W

INTERSTATE HIGHWAY No. 65

EXISTING ALABASTER WATER
21" WATER LINE EASEMENT
NOTED IN 1993-2123

PERMANENT EASEMENT 2

PROPOSED PERMANENT ACCESS AND
UTILITY EASEMENT 0.18 ACRES ±

SW 1/4 - NE 1/4
SECTION 1 - T21S - R3W

SHELBY LAND PARTNERS, LLC 50%
INSTRUMENTS 2007111400088380
ALABASTER LAND COMPANY, LLC 50%
INSTRUMENTS 2007031000117250

SE 1/4 - NE 1/4
SECTION 1 - T21S - R3W

SHELBY LAND PARTNERS, LLC 50%
INSTRUMENTS 2007111400088380
ALABASTER LAND COMPANY, LLC 50%
INSTRUMENTS 2007031000117250

P.O.C.
1" CONCRETE MONUMENT
COLONIAL PROMENADE ALABASTER SURVEY
MAP BOOK 35 PAGE 102A

30' TEMPORARY
CONSTRUCTION EASEMENT
0.04 ACRES ±
N 66° 47' 30" E 309.51'

PERMANENT EASEMENT 1

TEMPORARY
CONSTRUCTION EASEMENT
0.07 ACRES ±

CURVE	BEARING	DISTANCE
01	S 88° 42' 30" E	20.10
02	N 15° 17' 30" E	20.00
03	N 88° 42' 30" W	15.50
04	S 75° 23' 18" W	20.00
05	S 75° 23' 18" W	20.18
06	N 23° 25' 18" W	15.50
07	N 88° 42' 30" W	10.00
08	N 75° 17' 30" E	20.00
09	N 88° 42' 30" E	20.00
10	N 15° 17' 30" E	20.00
11	S 75° 23' 18" W	20.18
12	S 75° 23' 18" W	15.50
13	S 75° 23' 18" W	20.00

PROPOSED PERMANENT
ACCESS AND UTILITY
EASEMENT 0.08 ACRES ±

LOT 15

COLONIAL PROMENADE
ALABASTER SURVEY
MAP BOOK 35 PAGE 102A

THEATER DRIVE

STATE OF ALABAMA
SHELBY COUNTY

PARCEL 1 ACCESS AND UTILITY EASEMENT

A strip of land having in width to be used for an access and utility easement located in the South 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 88 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet to a point on the southeast line of a water line easement as recorded in Instrument 1993-2123, in the Office of the Judge of Probate, Shelby County, Alabama, and to the point of beginning, thence South 88 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.00 feet, thence North 15 degrees 17 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.00 feet, thence North 88 degrees 42 minutes 30 seconds West, 15.50 feet, thence North 75 degrees 23 minutes 18 seconds West, 20.00 feet, thence North 23 degrees 25 minutes 18 seconds West, 15.50 feet to the point of beginning, total parcel contains 0.03 Acres more or less.

PARCEL 2 ACCESS AND UTILITY EASEMENT

A strip of land twenty feet (20') wide to be used for an access and utility easement located in the South 1/2 of the Northeast 1/4 and in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 88 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet, thence North 15 degrees 17 minutes 30 seconds East, 20.00 feet, thence North 88 degrees 42 minutes 30 seconds West, 15.50 feet, thence North 75 degrees 23 minutes 18 seconds West, 20.00 feet, thence North 23 degrees 25 minutes 18 seconds West, 15.50 feet to the point of beginning, total parcel contains 0.03 Acres more or less.

Also,
A strip of land to be used for a temporary construction easement located in the South 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being ten feet (10') in width lying along and adjoining the northeast side of the following described line:

Commence at a 1" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 88 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet to a point on the southeast line of a water line easement as recorded in Instrument 1993-2123, in the Office of the Judge of Probate, Shelby County, Alabama, thence North 75 degrees 23 minutes 18 seconds East, along the southeast line of said water line easement, 10.00 feet to the point of beginning of said described line, thence North 88 degrees 42 minutes 30 seconds East, 20.00 feet, thence North 15 degrees 17 minutes 30 seconds East, 20.00 feet to the point of beginning, total parcel contains 0.10 Acres more or less.

Also,
A parcel of land to be used for a temporary construction easement located in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" Concrete Monument at the intersection of the northeast right of way of Theater Drive with the southeast right of way of Interstate Highway No. 65 and being the northwest corner of the Colonial Promenade Alabaster Survey as recorded in Map Book 35 Page 102A, in the Office of the Judge of Probate, Shelby County, Alabama, and run South 88 degrees 42 minutes 30 seconds East along the northeast right of way of Theater Drive, 20.10 feet to the point of beginning, thence North 15 degrees 17 minutes 30 seconds East, 20.00 feet, thence North 88 degrees 42 minutes 30 seconds West, 15.50 feet, thence North 75 degrees 23 minutes 18 seconds West, 20.00 feet, thence North 23 degrees 25 minutes 18 seconds West, 15.50 feet to the point of beginning, total parcel contains 0.03 Acres more or less.

NOTES
1) North Arrow and Bearings shown herein are based on North American Datum 1983 (NAD83) (GDA95), Alabama State Plane Coordinate, West Zone, Grid North, derived from GPS mapping.

ABBREVIATIONS
ROW RIGHT OF WAY
P.O.C. POINT OF COMMENCEMENT
P.B. POINT OF BEGINNING

LEGEND
 1" CONCRETE MONUMENT
 CALCULATED POINT
 1/4 - 1/4 LINE
 ROAD
 RIGHT OF WAY
 EXISTING WATER LINE
 OWNER LINE FENCE
 TEMPORARY CONSTRUCTION EASEMENT

Surveyor's Signature: *Samuel S. Kelly*
Samuel S. Kelly, P.E.
 Alabama License No: 22230 Date: 01-05-20
 State of ALABAMA
 Surveyor
 Seal of the State of Alabama
 Surveyor
 Seal of the State of Alabama
 Surveyor

KREBS ENGINEERING, INC.
 ALABASTER WATER BOARD
 SHELBY LAND PARTNERS, LLC 50%
 ALABASTER LAND COMPANY, LLC 50%
 PREP BY
 S. L. / S. L. and S. L. / S. L.
 SECTION 1, T21S, R3W
 NEAREST CONCRETE MONUMENT

PERC
 COMPANY, INC.
 P.O. Box 1722, Jasper, AL 35501
 (205) 364-4553 Office