

UTILITY EASEMENT AGREEMENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mallard Landing Residential Association, Inc. ("Grantor") hereby grants and conveys to The City of Alabaster, Alabama, ("Grantee"), its successors and assigns, a perpetual, non-exclusive right to access a 20 foot Utility Easement and associated Temporary Easement. Hereinafter, Grantor and Grantee maybe referred to as "Party" individually and "Parties" collectively.

RECITALS

A. **Easement Property.** Grantor owns of record certain real property located in Shelby County, Alabama.

1. Grant of Easement

- I. Permanent Utility Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a perpetual, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated **Exhibit A** (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer force main pipe and related underground sanitary sewer force main equipment (the Improvements"), and for access to the Utility Easement Area is depicted generally on the attached and incorporated **Exhibit B**.
- II. Temporary Utility Easement. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors Temporary Easement Property for the purposes of constructing, placing, operating and using any portion of the Temporary Easement Property related to the construction of the sanitary sewer force main upon the property described on the attached and incorporated **Exhibit A** (the "Temporary Easement") attached hereto and made a part hereof. Grantee shall, at its sole cost and expense, install and implement soil erosion and sedimentation control measures on the Temporary Easement Property as may be required by any applicable governmental agencies or authorities having jurisdiction thereof. The temporary easement granted by Grantor to Grantee and its successors and assigns pursuant to this agreement shall automatically terminate, be deemed null and void and of no further force or effect at such time as all development activities with respect to sanitary sewer force main have been completed by either Grantee or any of its successors and assigns or (ii) three (3) years from the date of this Agreement. Upon the termination of the temporary easement granted herein, Grantee, for itself and its successors and assigns,



covenants and agrees, if requested by Grantor, to execute and deliver to Grantor an instrument in recordable form evidencing the termination of the temporary easement granted herein and depicted generally on the attached and incorporated **Exhibit B**.

2. Terms of Easement

- I. Permanent Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee has abandoned the Improvements, as the term "abandonment" is defined in Section 5.5 below, or terminates their use of the improvements in writing to Grantor.
 - II. Temporary Easement. The temporary easement granted by Grantor to Grantee and its successors and assigns pursuant to this agreement shall automatically terminate, be deemed null and void and of no further force or effect at such time as all development activities with respect to sanitary sewer force main have been completed by either Grantee or any of its successors and assigns or (ii) three (3) years from the date of this Agreement. Upon the termination of the temporary easement granted herein, Grantee, for itself and its successors and assigns, covenants and agrees, if requested by Grantor, to execute and deliver to Grantor an instrument in recordable form evidencing the termination of the temporary easement granted herein.
3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor; provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within the Utility Easement Area.
4. Restoration. In the event that the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. In the event Grantor damages the Improvements, Grantor shall reimburse Grantee for the reasonable costs to restore the improvements.

5. General Provisions.

- I. Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.
- II. Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.
- III. Authorized Representative. Each individual signing on behalf of a party to this



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Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

- IV. Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.
- V. Abandonment. In the event Grantee or its successors and assigns abandon or terminate their use of all the improvements for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.
- VI. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.
- VII. Governing Law. The terms and provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. Venue for any dispute arising from this Agreement shall be deemed proper in the District Court for Shelby County, Alabama.
- VIII. Modification. This Agreement may not be modified, terminated or otherwise amended without the written consent of Parties.
- IX. Right to Enter into this Agreement. The Grantor covenants and agrees that, as of the date hereof, the Grantor is well seized of the property underlying the premises conveyed hereby, and has full power and authority to grant and convey the same as aforesaid, and that the same are free and clear of all former grants, bargains, sales, liens, delinquent taxes or assessments, or any other encumbrances or restrictions of any kind. The Grantor hereby warrants title in the conveyed premises to the Grantee, its successors and assigns, against the claims and demands of any persons lawfully claiming the same.

[Signature Pages Follows]



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Mallard Landing Residential Association, Inc:

[Signature]
President
Title:

Date 4/24/25

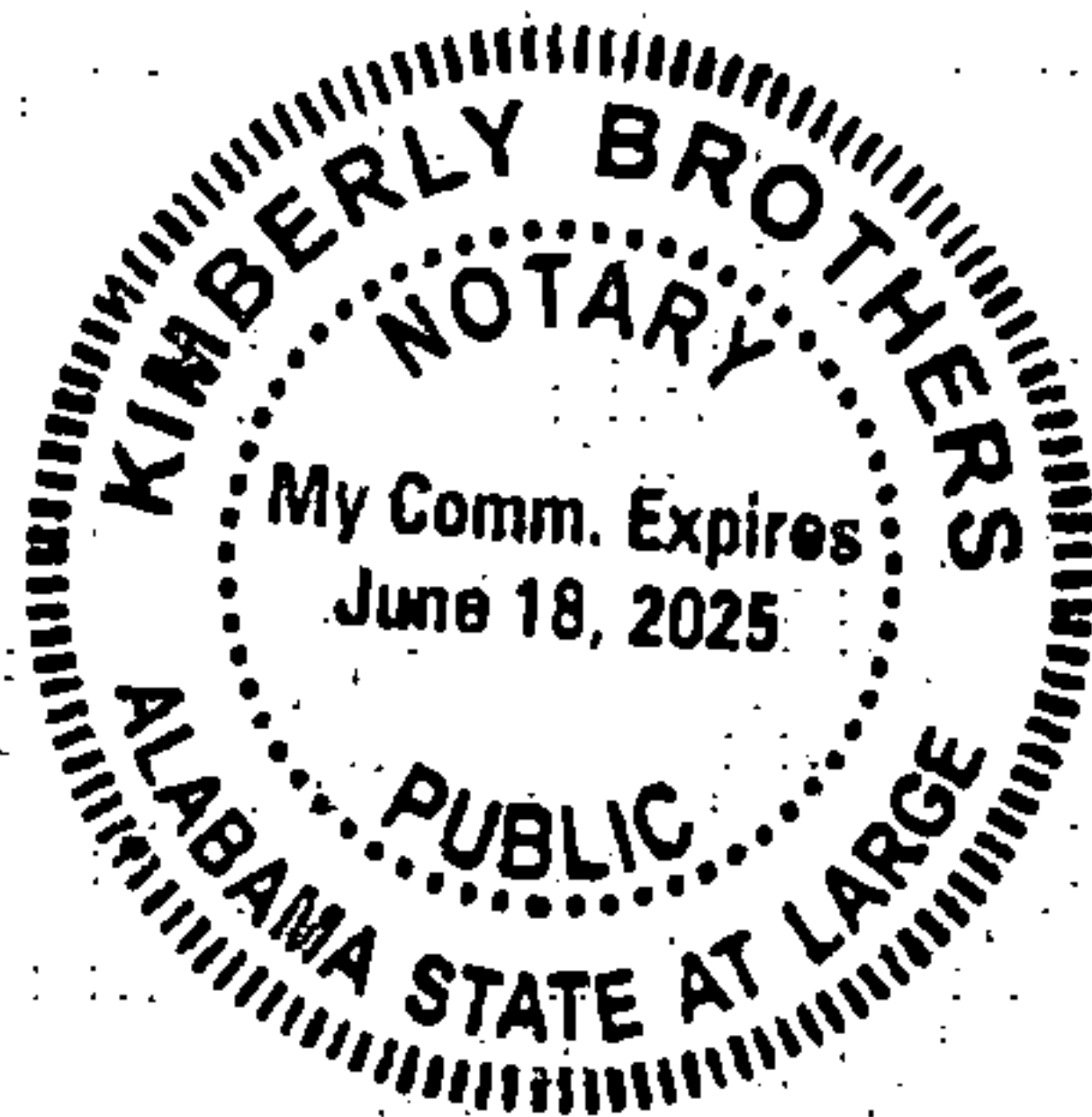
STATE OF ALABAMA)
) §
COUNTY OF Shelby)

The foregoing instrument was acknowledged before me this 24th day of April, 2025, by Jason Spinks.

Witness my hand and seal.

My commission expires: 6-18-2025

[SEAL]



Kimberly Brothers

Notary Public



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The City of Alabaster, Alabama:

Scott Blake
_____, Mayor

Date 04/28/2025

ATTEST:

Mark Fry
_____, City Clerk

Date 04/28/2025

STATE OF ALABAMA)
) §
COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 28th day of April, 2025, by Scott Brake

Witness my hand and seal.

My commission expires: 12-1-27

[SEAL]



Misty Gordon

Notary Public



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EXHIBIT A

PERMANENT UTILITY EASEMENT

PARCEL NO. 23 7 25 1 003 090.000: A proposed 20-foot-wide Permanent Utility Easement being described as follows, to -wit:

Commence at a rebar being the Northwest corner of Parcel No. 23 7 25 1 003 090.000 as recorded in the Probate Court of Shelby County, Alabama, said point being located at the intersection of the Right-of-way of Mallard Landing Parkway and Shelby County Highway 12. From said point of commencement proceed South 6°32'58" West a distance of 42.98 feet to a point, said point being the point of beginning of a proposed 20-foot-wide utility easement.

From said point of beginning proceed South 83°40'17" East for a distance of 14.61 feet to a point, thence proceed North 52°53'11" East for a distance of 61.07 feet to a point; thence proceed along the southern Right-of-Way of Mallard Landing Parkway South 82°42'28" East for a distance of 28.58 feet to a point; thence proceed South 52°53'11" West for a distance of 89.45 feet to a point; thence proceed North 83°40'17" West for a distance of 22.65 feet to a point; thence proceed along the eastern Right-of-Way of Shelby County Highway 12 North 6°32'58" East for a distance of 20 feet to a point, with said point being the point of beginning.

The above-described land is located in Parcel No. 23 7 25 1 003 090.000 as recorded in the Probate Court of Shelby County, Alabama and contains 1,877.76 sq. ft. (0.04 acres).

TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO. 23 7 25 1 003 090.000: A proposed Temporary Construction Easement being described as follows, to -wit:

Commence at a rebar being the Northwest corner of Parcel No. 23 7 25 1 003 090.000 as recorded in the Probate Court of Shelby County, Alabama, said point being located at the intersection of the Right-of-way of Mallard Landing Parkway and Shelby County Highway 12. From said point of commencement proceed South 6°32'58" West a distance of 62.98 feet to a point, said point being the point of beginning of a proposed temporary construction easement.

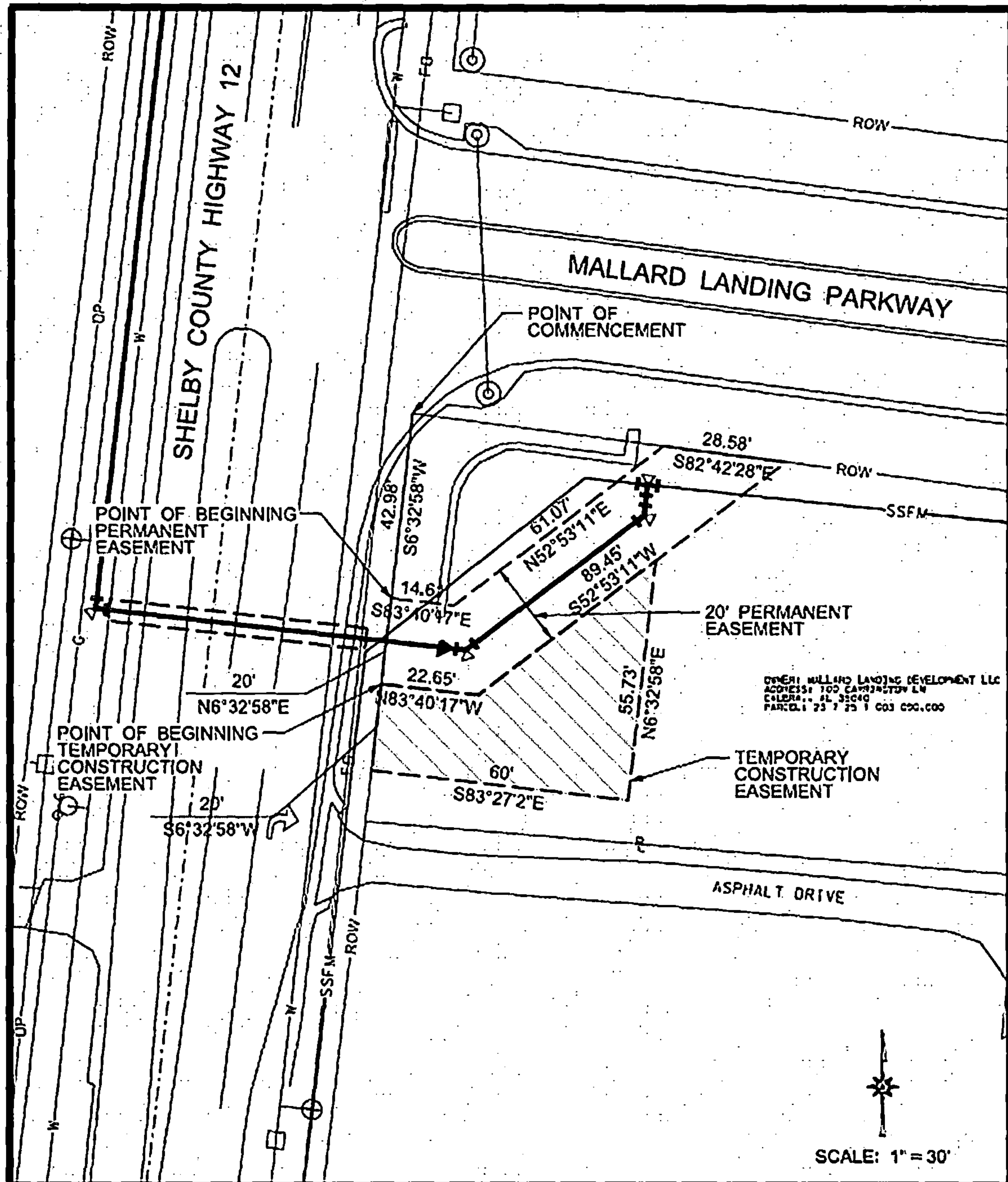
From said point of beginning proceed South 6°32'58" West a distance of 20.00 feet to a point, thence proceed South 83°27'02" East for a distance of 60 feet to a point; thence proceed North 6°32'58" East for a distance of 55.73 feet to a point; thence proceed South 52°53'11" West for a distance of 51.63 feet to a point; thence proceed North 83°40'17" West for a distance of 22.65 feet to a point, with said point being the point of beginning.

The above-described land is located in Parcel No. 23 7 25 1 003 090.000 as recorded in the Probate Court of Shelby County, Alabama and contains 1,869.95 sq. ft. (0.04 acres).



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EXHIBIT B



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EXHIBIT B