

PERMANENT EASEMENT DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, the undersigned (GRANTOR), does hereby grant, bargain, sell, and convey unto the City of Pelham, Alabama, an Alabama municipal corporation (GRANTEE), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across, a strip of land for the purpose of operating, maintaining, and repairing an existing public sanitary sewer pump station at the sole discretion of the GRANTEE. Said parcel of land is situated in the NW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the NW Corner of said Section 24, thence run east along the north section line 2,114.99 feet to the NW property corner being on the Easterly right-of-way of Shelby County Highway 33; thence run S18°33'W along said right-of-way a distance of 95.20 feet; Thence run S16°58'W along said right-of-way a distance of 307.00 feet. Thence run S12°43'W along said right-of-way a distance of 213.60 feet; thence run S14°34'W along said right-of-way a distance of 137.66 feet to the Point of Beginning. Thence run S69°55.5'E a distance of 336 feet to the beginning of the permanent easement; thence turn 90° to the North and run a distance of 35 feet; thence turn 90° to the East and run a distance of 40 feet; thence turn 90° to the South and run a distance of 35 feet; thence turn 90° to the North and run a distance of 376 feet to the Point of Beginning. Said parcel of land being more particularly described in the attached "Exhibit A".

The GRANTEE shall have the right and privilege of a perpetual use of said lands 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 use of said strip.

The GRANTEE shall have free access, ingress and egress to and from said land for the purposes herein mentioned, and the GRANTOR shall erect no additional structures other than those now present on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the structures, mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the GRANTEE to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all structures, facilities, mains, pipes, and appurtenances.



20250925000294080 2/5 \$35.00
Shelby Cnty Judge of Probate, AL
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The GRANTEE agrees to defend and hold harmless the GRANTOR against any claims for damages that may occur during said ingress and egress or during any operations, maintenance, or repair activities by the GRANTEE as described herein. GRANTEE also agrees to make GRANTOR whole for any damage to real or personal property owned by GRANTOR that they cause, during any activities on GRANTOR property, regardless of fault or circumstance.

And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it has a good right to sell and convey the same as aforesaid; that it will and its successors and assigns shall warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons.

TO HAVE AND TO HOLD unto the City of Pelham, Alabama, its successors and assigns forever. In witness whereof, Grantor(s) have hereunto set his or her hand and seal this 26th day of August, 2025.

GRANTOR(s):

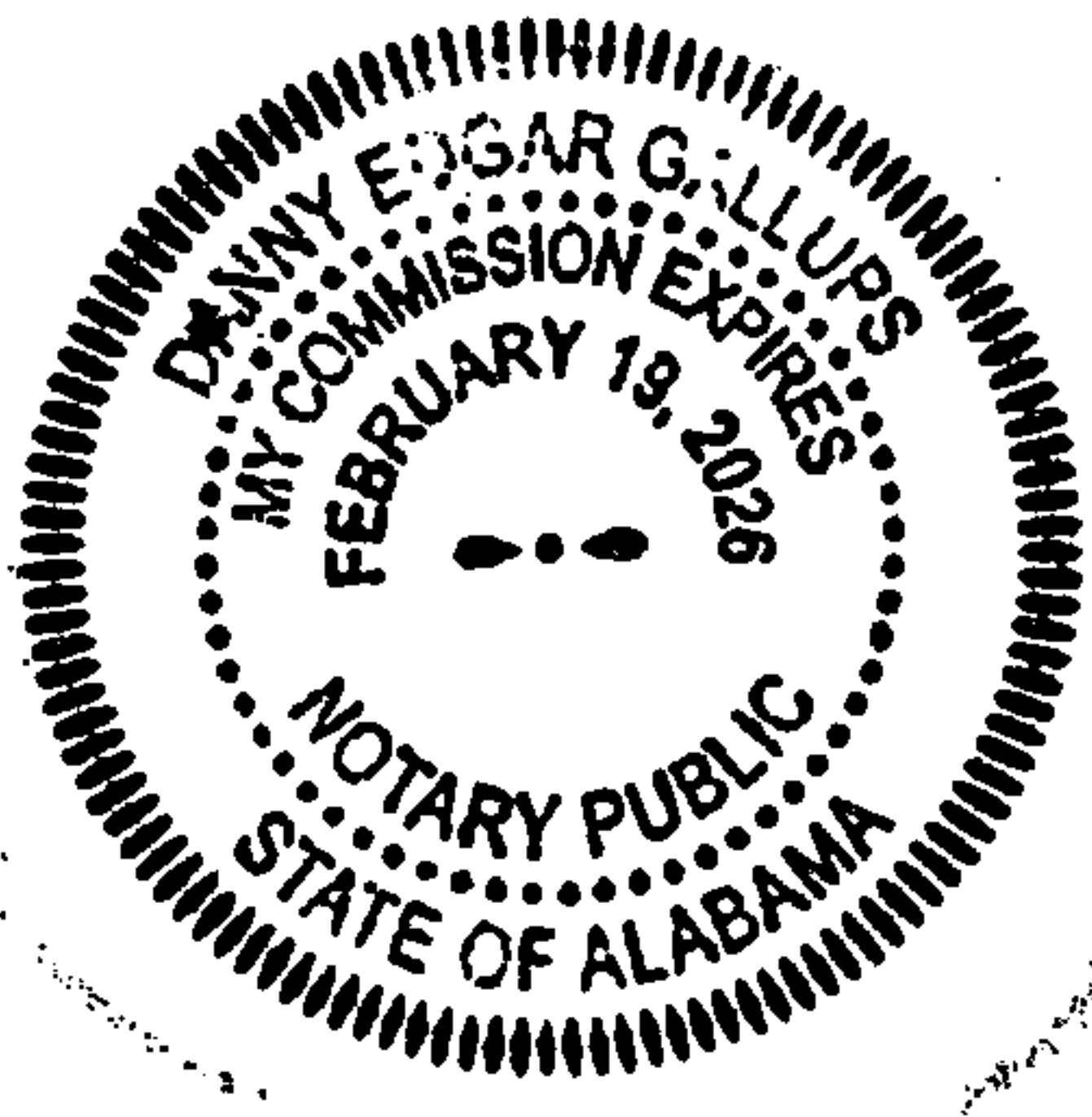
Lindy Busby Eichelberger
Lindy Busby Eichelberger

Lori Lee Kes
Lori Lee Kes

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lindy Busby Eichelberger and Lori Lee Kes, whose name are signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26 day of August, 2025.



Danny Edgar Gillups
Notary Public



20250925000294080 3/5 \$35.00
Shelby Cnty Judge of Probate, AL
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GRANTEE:

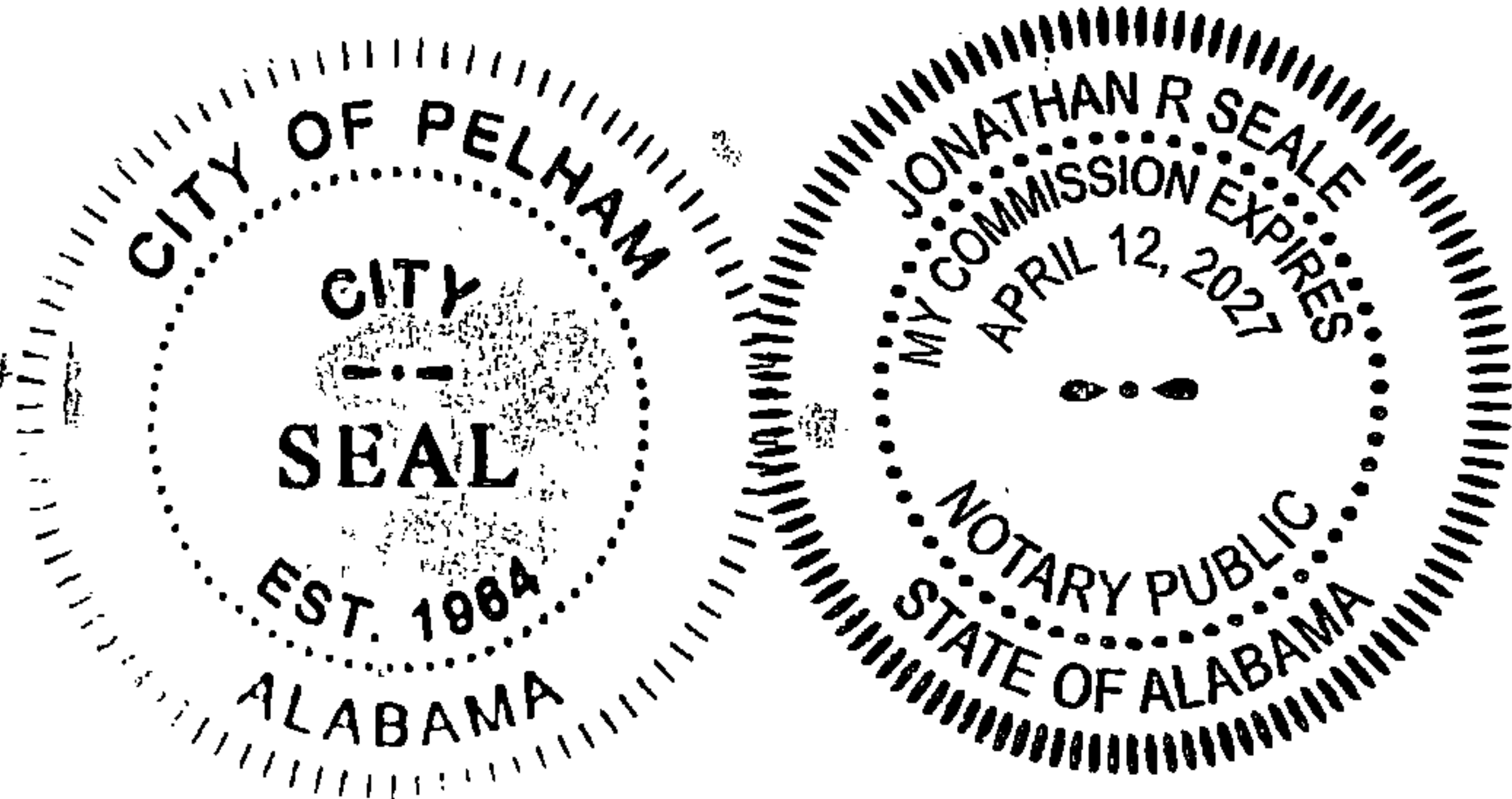
IN WITNESS WHEREOF, *Gary W. Waters* as Mayor of the City of Pelham, Alabama, has hereunto set their hand and seal, all on this 3rd day of September, 2025.

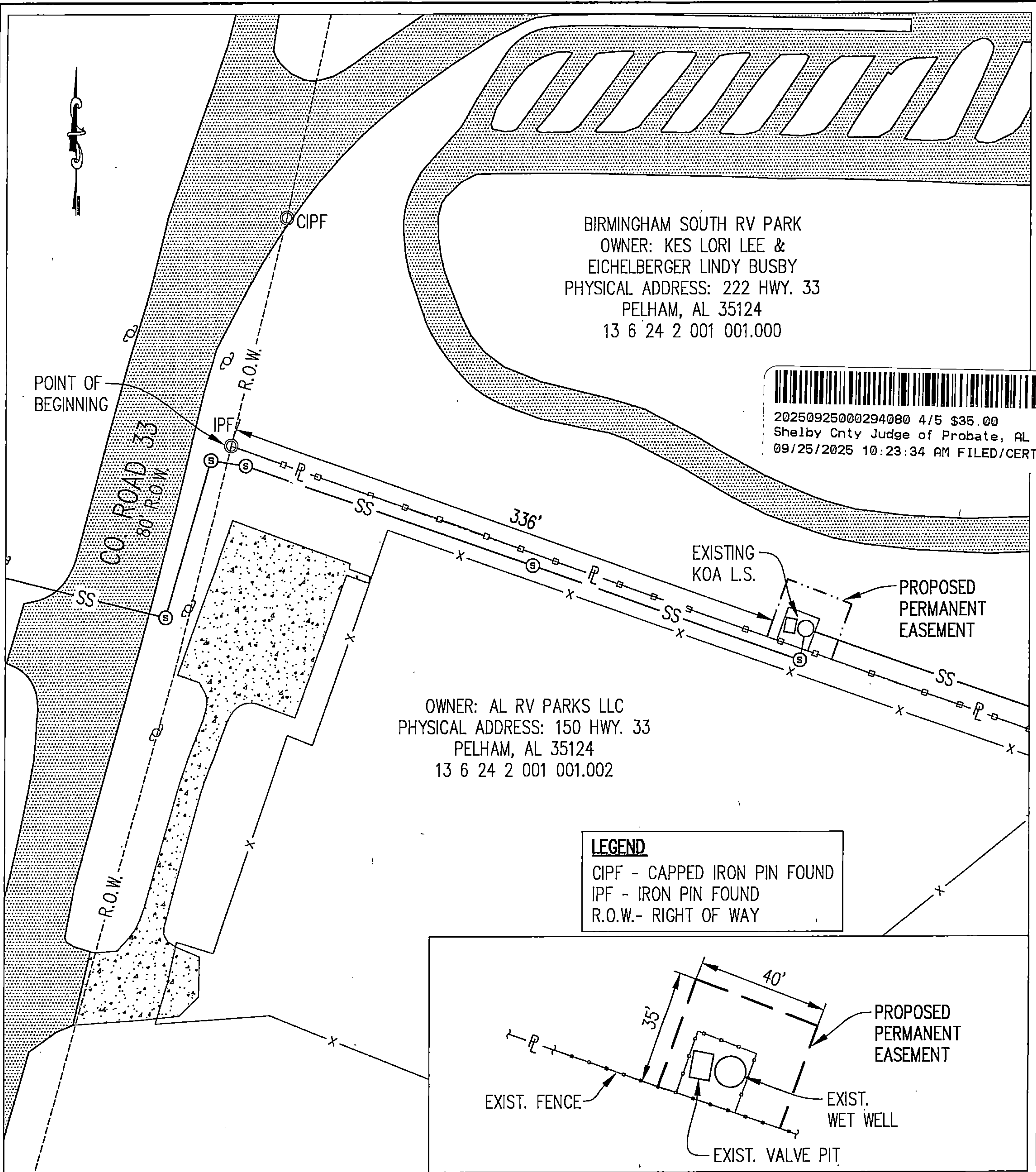
STATE OF Alabama
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary W. Waters, whose name as Mayor of the City of Pelham, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me, on this day, that, being informed of the contents of such instrument, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 3rd day of September, 2025.

Jonathan R. Seal
Notary Public





PARCEL ID #: 13-6-24-2-001-001.000
PARCEL OWNER: LORI LEE KES AND LINDY BUSBY EICHELBURGER
ACREAGE BEFORE EASEMENT: ±11.9 ACRES
EASEMENT ACREAGE: 0.03 ACRES
REMAINING ACREAGE: ±11.87 ACRES
DRAWING 1 OF 1

**PELHAM,
ALABAMA**

**KOA LIFT STATION
IMPROVEMENTS**

TRACT #: 1
EXHIBIT A

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Lindy Busby Eichelberger & Lori Lee Kes	Grantee's Name	City of Pelham, Alabama
Mailing Address	700 Montgomery Hwy. Suite 186 Birmingham, AL 35216	Mailing Address	P.O. Box 1419 Pelham, Alabama 35124
Property Address	222 Hwy. 33 Pelham, AL 35124	Date of Sale	September 3, 2025
		Total Purchase Price	\$
		or	
		Actual Value	\$
		or	
		Assessor's Market Value	\$ 2,800.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Appraisal
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if any.

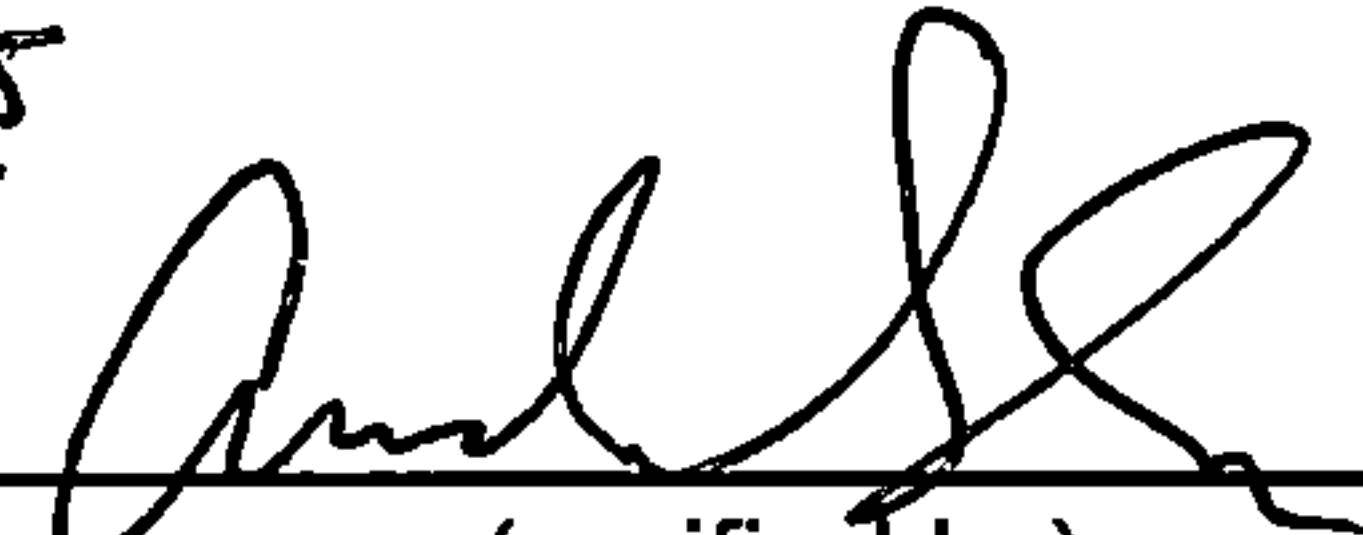
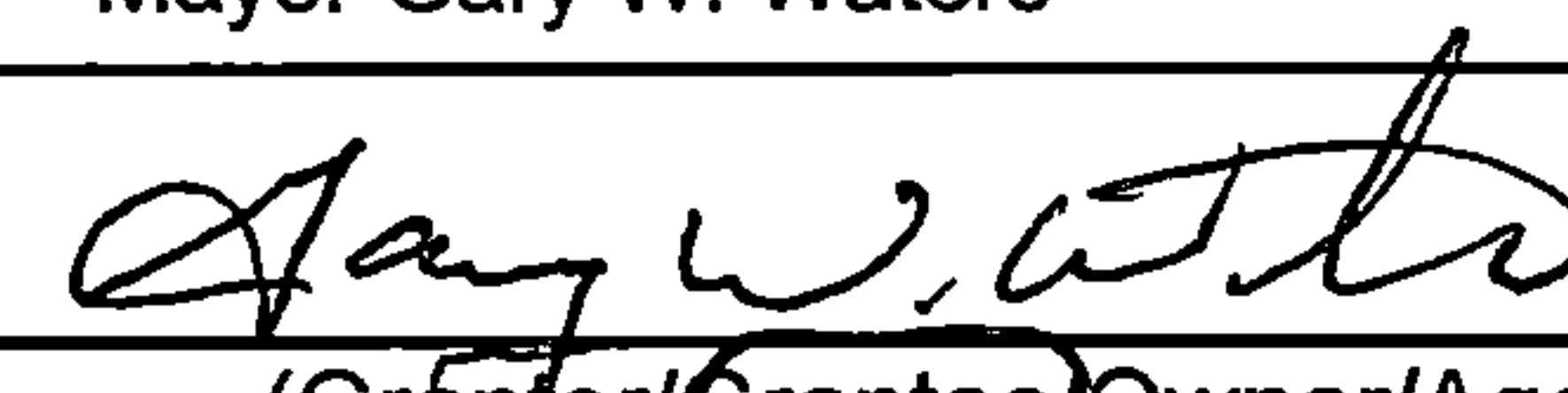
Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date	9-15-2025	Print	Mayor Gary W. Waters
Unattested	 (verified by)	Sign	 (Grantor/Grantee/Owner/Agent) circle one

Form RT-1