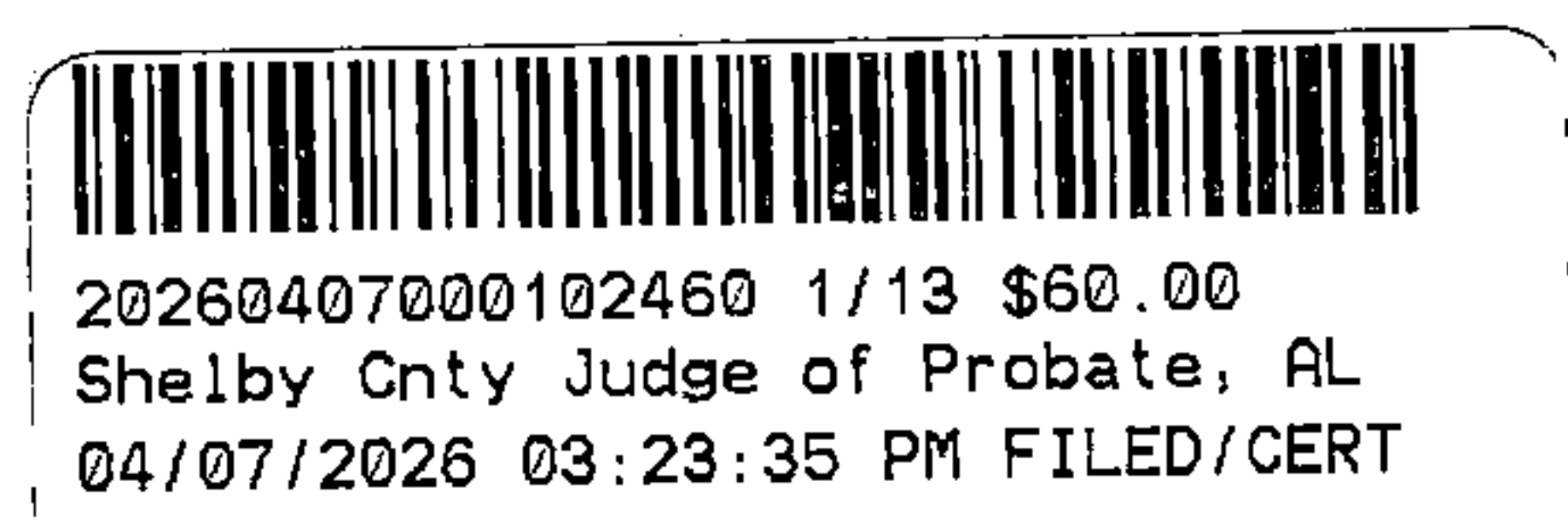


26-222



**AGREEMENT BETWEEN THE
STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ALABASTER**

FOR THE TRANSFER OF PUBLIC ROAD

This AGREEMENT is made and entered into by and between the State of Alabama, Alabama Department of Transportation, hereinafter referred to as ALDOT, and The City of Alabaster, hereinafter referred to as CITY, and

WHEREAS, it is in the public interest for ALDOT and CITY to cooperate in the transfer of ownership and maintenance of a portion of right of way at 9th Avenue near I-65 as shown or illustrated on Exhibit 1 attached hereto and made a part hereof, and more fully described as follows:

Transfer of Right of Way

Parcel 1 of 1

Commencing at the NW corner of the SW ¼ of the NE ¼ of Section 1, Township 21-S and Range 3-W;

thence easterly and along the quarter line a distance of 708 feet, more or less, to a point on the present west ROW line of I-65;

thence southwesterly and along said present ROW line a distance of 1249 feet, more or less, to a point on the revised ROW line of I-65, which is the point of BEGINNING;

thence S 30°05'03" W and along said revised ROW line a distance of 1464.52 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 660+91 LT);

thence S 35°57'52" W and along said revised ROW line a distance of 190.16 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 659+15 LT);

thence S 35°06'09" W and along said revised ROW line a distance of 85.22 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 658+40 LT);

thence following the curvature thereof an arc distance of 136.07 feet and along said revised ROW line to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 657+31 LT) (said arc having a chord bearing of S 49°33'29" W, a clockwise direction, a chord distance of 134.72 feet, and a radius of 278.29);

thence following the curvature thereof an arc distance of 218.47 feet and along said revised ROW line to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 656+09 LT) (said arc having a chord bearing of S 65°42'45" W, a clockwise direction, a chord distance of 217.25 feet, and a radius of 596.34);

thence following the curvature thereof an arc distance of 114.29 feet and along said revised ROW line to a point on the north revised ROW line of US-31 (said arc having a chord bearing of



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S 72°28'29" W, a counterclockwise direction, a chord distance of 114.17 feet, and a radius of 716.69);

thence following the curvature thereof an arc distance of 473.42 feet and along said revised ROW line to a point on the present north ROW line of US-31 (said arc having a chord bearing of N 48°38'12" W, a clockwise direction, a chord distance of 473.35 feet, and a radius of 8217.84);

thence S 63°10'33" E and along said present ROW line a distance of 295.71 feet to a point on the present northwest taper to I-65;

thence S 87°45'04" E and along said present taper a distance of 169.26 feet to a point on the present west ROW line of I-65;

thence N 47°33'14" E and along said present ROW line a distance of 263.21 feet to a point on said present ROW line;

thence N 40°26'59" E and along said present ROW line a distance of 465.83 feet to a point on said present ROW line;

thence N 27°00'56" E and along said present ROW line a distance of 181.86 feet to a point on said present ROW line;

thence N 29°56'07" E and along said present ROW line a distance of 944.85 feet to a point on said present ROW line;

thence N 00°00'00" E and along said present ROW line a distance of 31.00 feet to a point on said present ROW line;

thence N 89°30'40" E and along said present ROW line a distance of 148.69 feet to the place and point of BEGINNING, containing 7.13 acres, more or less.

As a part of this transfer of right of way, the State of Alabama will retain the existing Denied Access as shown on the ROW maps for Project No. I-65-2(11)234 and Project No. I-65-2(7).

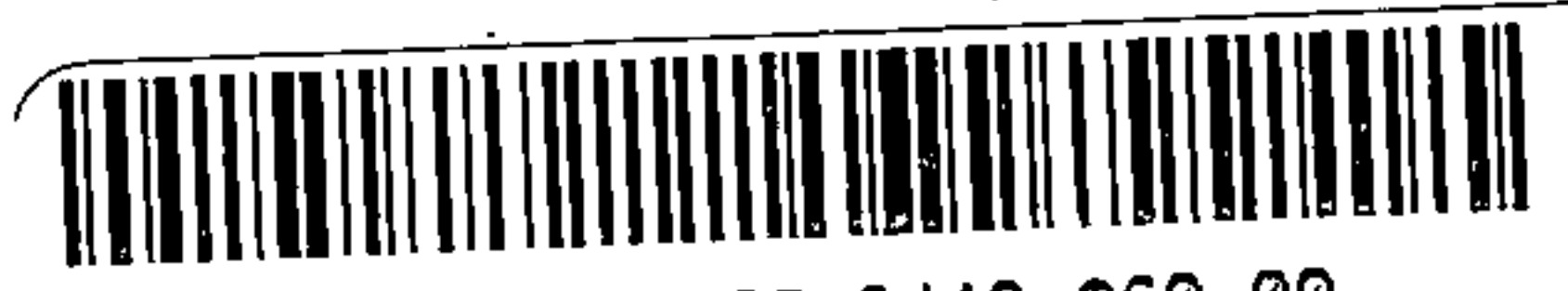
It is fully understood and agreed upon by both parties that title to the above described property shall revert to Grantor in the event property ceases to be used for public and non-proprietary purposes.

(Hereinafter referred to as ROADWAY)

NOW THEREFORE, ALDOT and CITY for, and in consideration of the ROADWAY stated herein, do hereby mutually promise and agree as follows:

ALDOT agrees to remove the above-described ROADWAY from the State Highway System and to remove all U.S. and State route signs thereon as is necessary.

ALDOT agrees to transfer its possession and ownership of the above-described ROADWAY and to execute a quitclaim deed, attached hereto as Exhibit 2, to the CITY transferring any and all rights, title, claim, and interest ALDOT may possess in the above-described ROADWAY.



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The CITY agrees to assume ownership and maintenance of the above-described ROADWAY upon execution and delivery of the quitclaim deed attached as Exhibit 2.

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the ALDOT, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

The CITY agrees that the ROADWAY was constructed with public funds and that it must be used as a public road.

It is expressly understood and agreed upon by both parties that in the event the CITY ceases to use the transferred ROADWAY as a public road or ALDOT determines, after the transfer, that the ROADWAY is required for the safe and proper operation of the state highway system, title to the ROADWAY shall automatically revert to ALDOT. Upon notice and request the CITY shall execute a quitclaim deed to ALDOT.

By entering into this AGREEMENT, the CITY is not an agent of the State, its officers, employees, agents or assigns. The CITY is an independent entity from the State and nothing in this AGREEMENT creates an agency relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and this AGREEMENT is deemed to be effective upon its execution by all the parties.


**{THIS SECTION INTENTIONALLY LEFT BLANK/
SIGNATURE LINES FOLLOW ON NEXT PAGE}**




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ATTEST:

ALABASTER, ALABAMA



J. Mark Frey
City Clerk

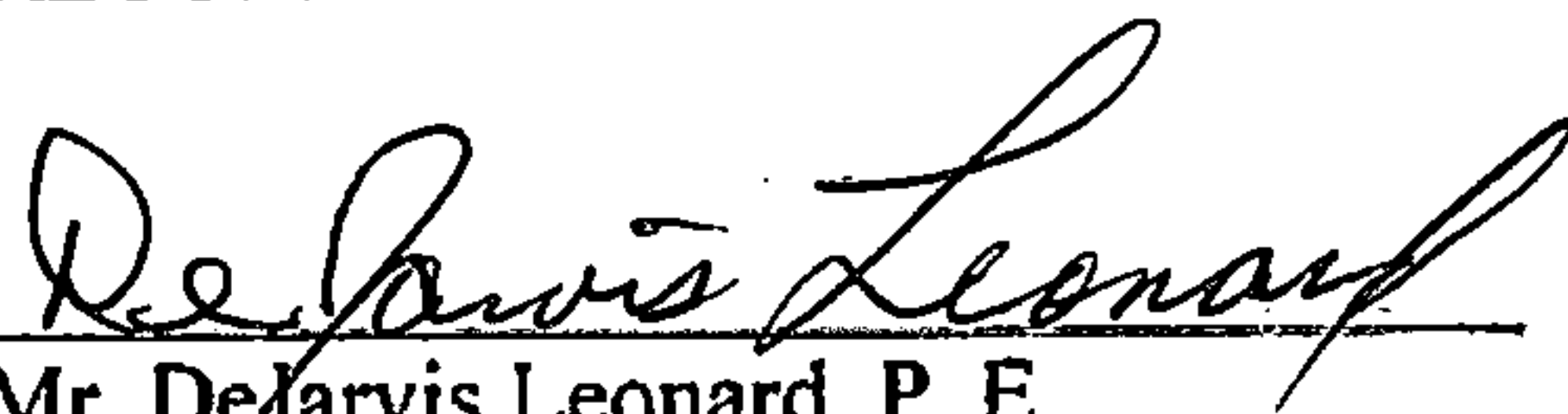
BY: 

Scott Brakefield
Mayor

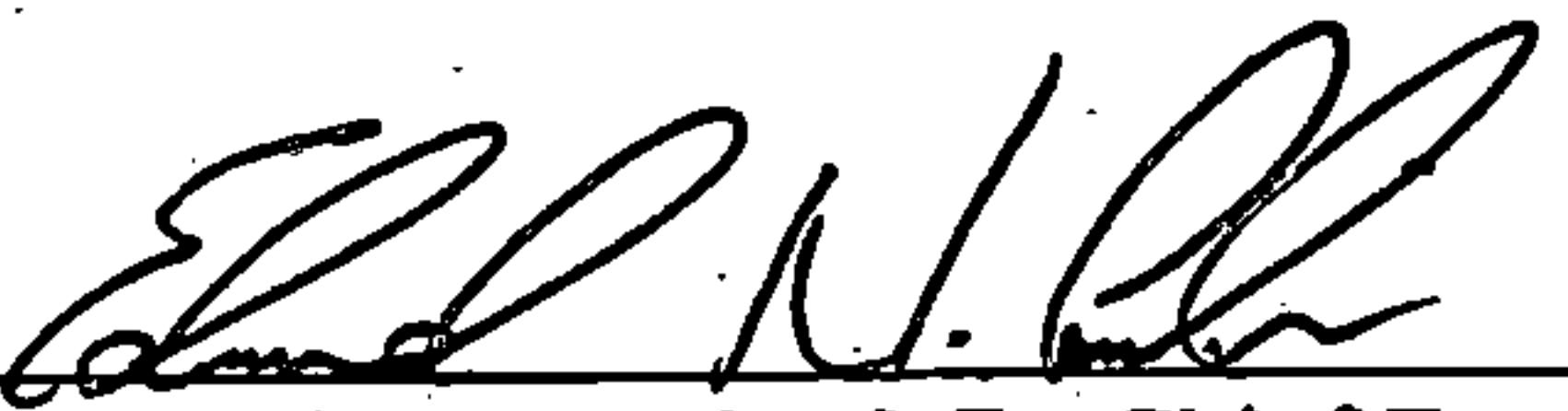
Date: 01-26-2026

SEAL

RECOMMENDED:




Mr. DeJarvis Leonard, P. E.
East Central Region Engineer
Alabama Department of Transportation



Edward N. Austin, P.E., Chief Engineer
Alabama Department of Transportation

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM:



Legal Counsel For
Alabama Department of Transportation

APPROVED:

ALABAMA DEPARTMENT
OF TRANSPORTATION



John R. Cooper
Transportation Director

Date: 02-11-2026



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RESOLUTION NUMBER 012626-E

BE IT RESOLVED by the City Council of the City of Alabaster, Alabama, that the City enter into an Agreement with the State of Alabama Department of Transportation for:

The transfer of ownership and maintenance of right of way along 9th Avenue near I-65 under Project No. I-65-2(7) & I-65-2(11)234 from ALDOT to the City;

which Agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested to by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept of record by the City Clerk.

Passed, adopted and approved this 26 day of JANUARY, 2026.

ATTESTED:


City Clerk - J. Mark Frey


Mayor - Scott Brakefield

I, the undersigned qualified and acting clerk of Alabaster, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such City Council held on the 26 day of JANUARY, 2026, and that such resolution is of record in the Minute book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 26 day of JANUARY, 2026.


City Clerk - J. Mark Frey

SEAL

INSTRUMENT PREPARED BY:
Joseph Woddail
Right of Way Bureau
Alabama Department of Transportation
1409 Coliseum Blvd.
Montgomery, Alabama 36110

STATE OF ALABAMA
COUNTY OF SHELBY

Project No. I-65-2(7) & I-65-2(11)234
Date: January 7, 2026

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT, the State of Alabama, Alabama Department of Transportation (hereinafter Grantor), for and in consideration of the sum of Ten Dollars and 00/100 (\$10.00), cash in hand paid to the Grantor by the City of Alabaster, (hereinafter Grantee), the receipt whereof is hereby acknowledged, does hereby remise, release, quitclaim and convey unto "Grantee," all of its right, title, interest and claim in and to the following described real estate, subject to easements, rights of way, restrictions and reservations of record; also subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Shelby County, Alabama: And as shown of the right of way maps of Project No. I-65-2(7) & I-65-2(11)234 of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate for Shelby County, Alabama, as an aid to person and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof as exhibit A:

Transfer of Right of Way

Parcel 1 of 1

Commencing at the NW corner of the SW ¼ of the NE ¼ of Section 1, Township 21-S and Range 3-W;

thence easterly and along the quarter line a distance of 708 feet, more or less, to a point on the present west ROW line of I-65;

thence southwesterly and along said present ROW line a distance of 1249 feet, more or less, to a point on the revised ROW line of I-65, which is the point of BEGINNING;

thence S 30°05'03" W and along said revised ROW line a distance of 1464.52 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 660+91 LT);

thence S 35°57'52" W and along said revised ROW line a distance of 190.16 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 659+15 LT);

thence S 35°06'09" W and along said revised ROW line a distance of 85.22 feet to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 658+40 LT);

thence following the curvature thereof an arc distance of 136.07 feet and along said revised ROW line to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 657+31 LT) (said arc having a chord bearing of S 49°33'29" W, a clockwise direction, a chord distance of 134.72 feet, and a radius of 278.29);

thence following the curvature thereof an arc distance of 218.47 feet and along said revised ROW line to a point on said revised ROW line (said point perpendicular to centerline of I-65 at approximate station 656+09 LT) (said arc having a chord bearing of S 65°42'45" W, a clockwise direction, a chord distance of 217.25 feet, and a radius of 596.34);

thence following the curvature thereof an arc distance of 114.29 feet and along said revised ROW line to a point on the north revised ROW line of US-31 (said arc having a chord bearing of S 72°28'29"W, a counterclockwise direction, a chord distance of 114.17 feet, and a radius of 716.69);

thence following the curvature thereof an arc distance of 473.42 feet and along said revised ROW line to a point on the present north ROW line of US-31 (said arc having a chord bearing of N 48°38'12" W, a clockwise direction, a chord distance of 473.35 feet, and a radius of 8217.84);

thence S 63°10'33" E and along said present ROW line a distance of 295.71 feet to a point on the present northwest taper to I-65;

thence S 87°45'04" E and along said present taper a distance of 169.26 feet to a point on the present west ROW line of I-65;

thence N 47°33'14" E and along said present ROW line a distance of 263.21 feet to a point on said present ROW line;

thence N 40°26'59" E and along said present ROW line a distance of 465.93 feet to a point on said present ROW line;

thence N 27°00'56" E and along said present ROW line a distance of 181.80 feet to a point on said present ROW line;

thence N 29°56'07" E and along said present ROW line a distance of 944.85 feet to a point on said present ROW line;

thence N 00°00'00" E and along said present ROW line a distance of 31.00 feet to a point on said present ROW line;

thence N 89°30'40" E and along said present ROW line a distance of 148.69 feet to the place and point of BEGINNING, containing 7.12 acres, more or less.

As a part of this transfer of right of way, the State of Alabama will retain the existing Denied Access as shown on the ROW maps for Project No. I-65-2(11)234 and Project No. I-65-2(7).

It is fully understood and agreed upon by both parties that title to the above described property shall revert to Grantor in the event property ceases to be used for public and non-proprietary purposes.

EXHIBIT A



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TO HAVE AND TO HOLD, the same unto Grantee, their successors and assigns forever as
a public road.

This the _____ of _____, 2026.

APPROVED:

By: _____
JOHN R. COOPER
TRANSPORTATION DIRECTOR

THIS DEED HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

By: _____
LEGAL COUNSEL FOR
ALABAMA DEPARTMENT
OF TRANSPORTATION

THE STATE OF ALABAMA

ATTEST:

By: _____
WES ALLEN
SECRETARY OF STATE OF THE
STATE OF ALABAMA

By: _____
KAY IVEY
GOVERNOR OF ALABAMA

EXHIBIT A



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Shelby Cnty Judge of Probate, AL
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CERTIFICATION

STATE OF ALABAMA

COUNTY OF MONTGOMERY

TO: Honorable Kay Ivey, Governor of the State of Alabama:

I, John R. Cooper Director of the Alabama Department of Transportation, do hereby certify that the Alabama Department of Transportation, acting by and through the powers vested in it by law, has negotiated with City of Alabaster in the Quitclaim Deed attached, for the transfer of certain property by the State of Alabama, which property is located in Shelby County, Alabama, and which property is better described in said Quitclaim Deed, and do further certify that all requirements of law with respect to such transfer have been complied with.

This the _____ day of _____, 2026.

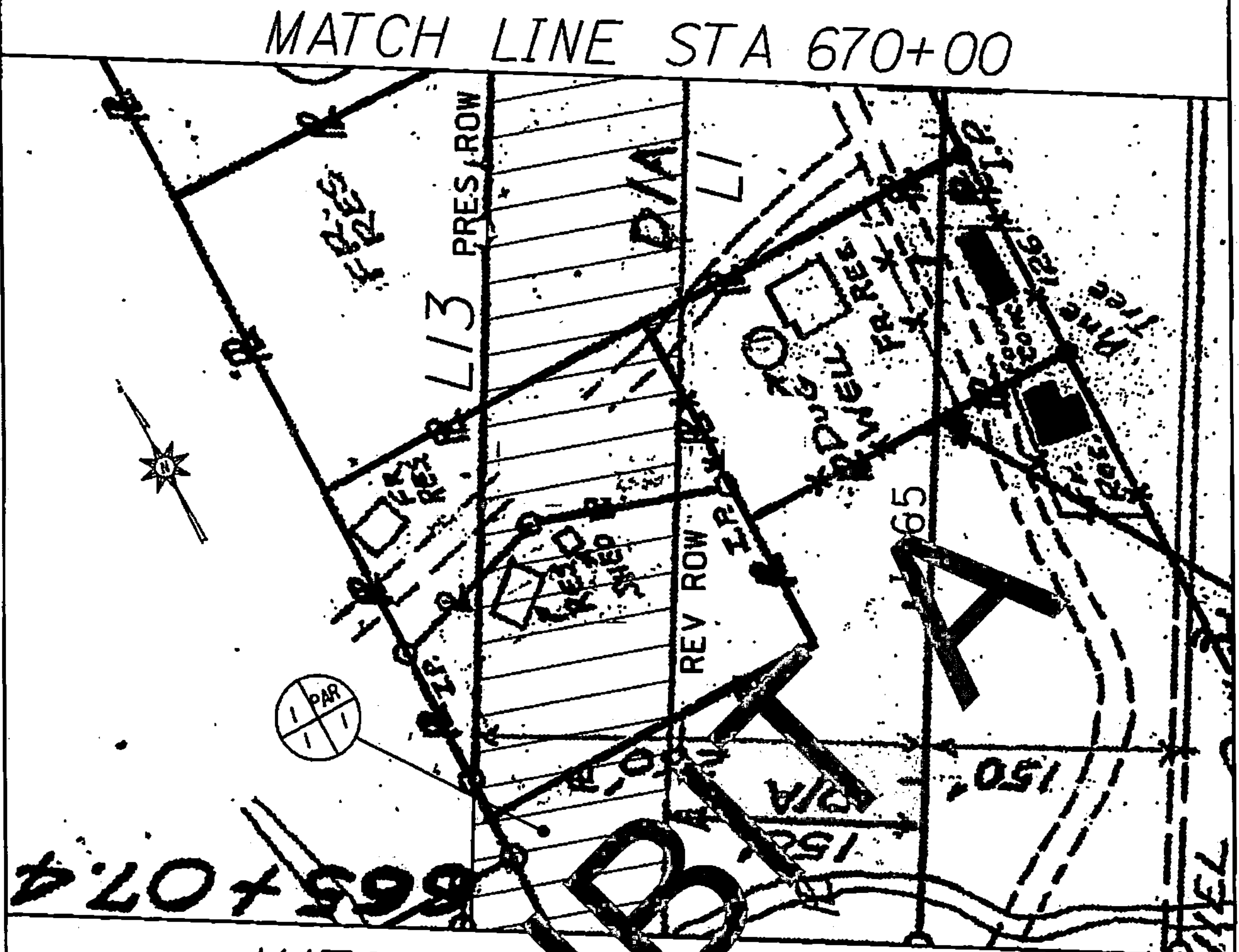
JOHN R. COOPER
TRANSPORTATION DIRECTOR

EXHIBIT A

EXHIBIT A
Sketch 2 of 4

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Shelby Cnty Judge of Probate, AL
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MATCH LINE STA 665+07.4

EXHIBIT A

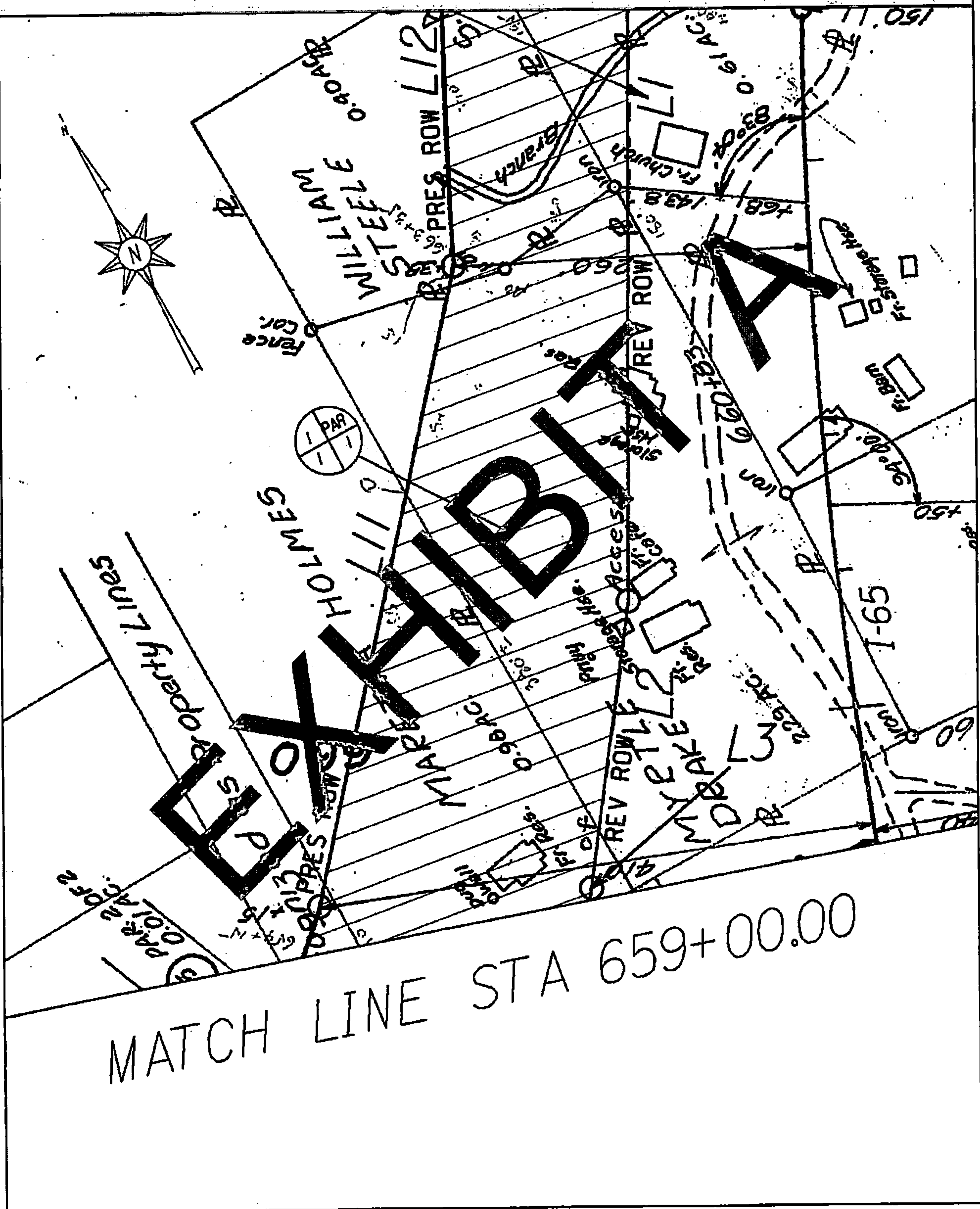
Quitclaim
Par: 1 of 1
Grantor: State of Alabama
Grantee: City of Alabaster
Scale: 1"=100'
Acre(s): 7.13
Date: January 7, 2026
THIS IS NOT A BOUNDARY SURVEY

EXHIBIT A
Sketch 3 of 4

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MATCH LINE STA 665+07.40



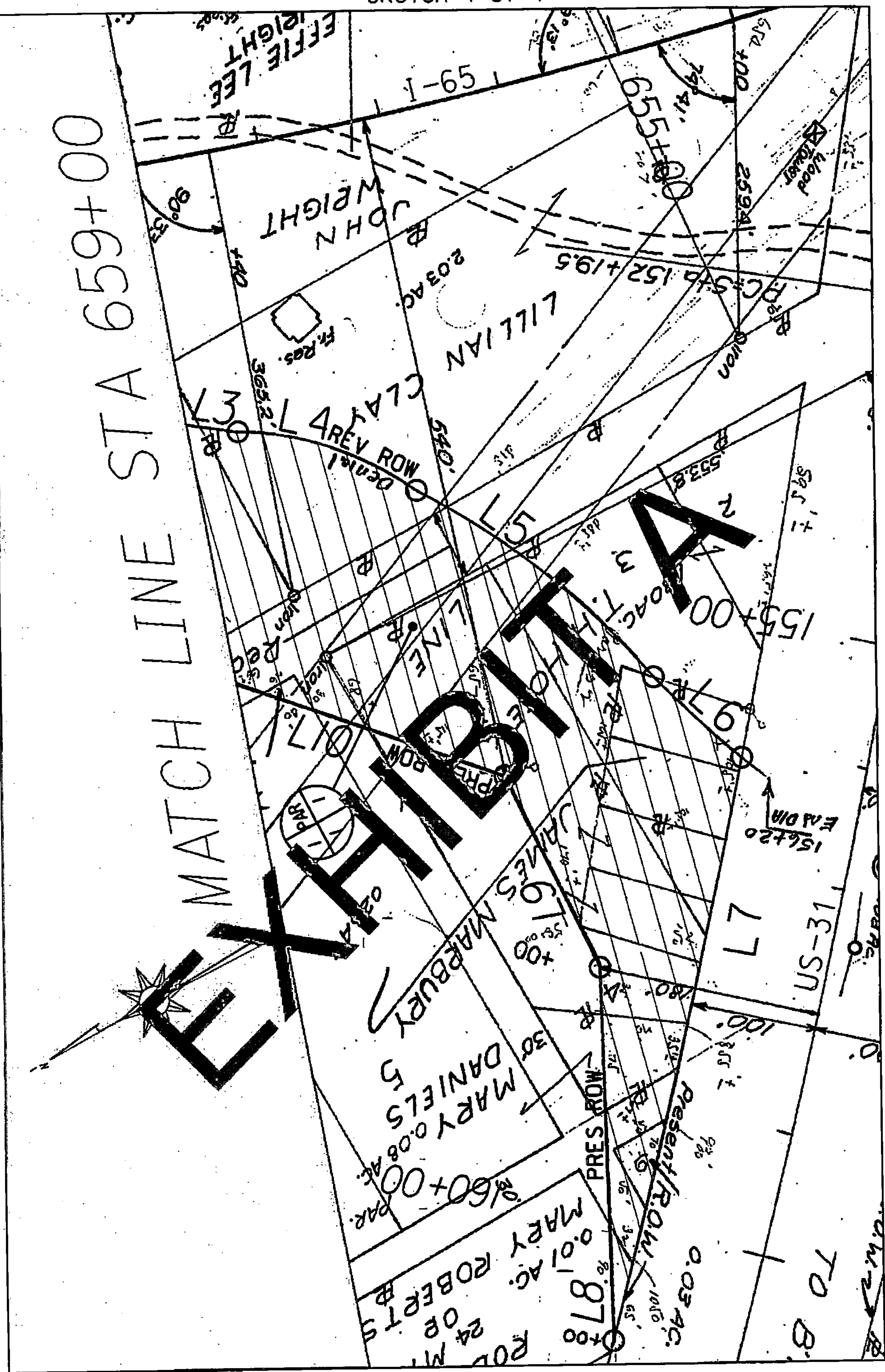
Grantor: State of Alabama
Grantee: City of Alabaster
Scale: 1"=100'
Acre(s): 7.13
Date: January 7, 2026
THIS IS NOT A BOUNDARY SURVEY



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 Shelby Cnty Judge of Probate, AL
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EXHIBIT A
 Sketch 4 of 4

\$FILE\$



Quitclaim
 Par: 1 of 1

Grantor: State of Alabama
 Grantee: City of Alabaster
 Scale: 1"=100'
 Acre(s): 7.13
 Date: January 7, 2026
 THIS IS NOT A BOUNDARY SURVEY