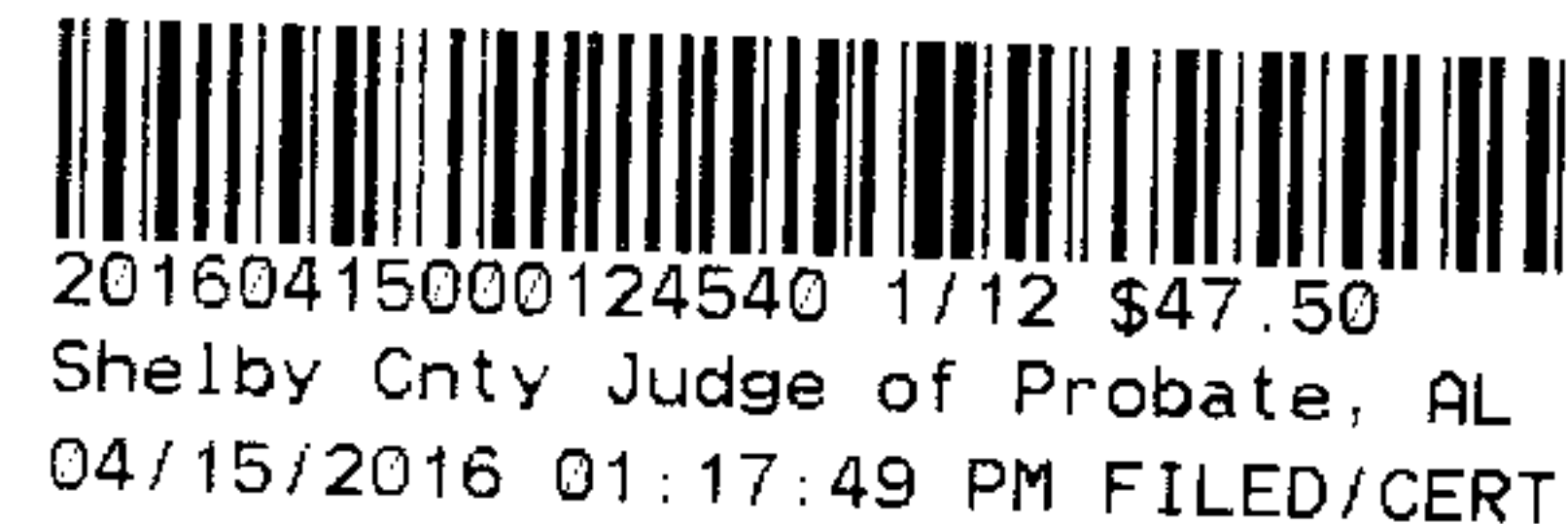


\$500.00

STATE OF ALABAMA)
)
SHELBY COUNTY)



SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the 5th day of April, 2016 by and between **THOMPSON REALTY CO., INC.**, an Alabama corporation (“Grantor”) and **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (“Grantee”).

R E C I T A L S:

WHEREAS, Grantee owns and operates a sanitary sewage treatment plant and system that serves north Shelby County, Alabama; and

WHEREAS, Grantor owns certain real property situated in north Shelby County, Alabama within which Grantor desires to convey to Grantee an easement for sanitary sewer purposes; and

WHEREAS, the property made the subject of the sanitary sewer easement is legally described in **Exhibit A** attached hereto and made a part hereof and is reflected on the survey map attached hereto as **Exhibit B** (the “Easement Property”); and

WHEREAS, upon the terms and conditions hereinafter set forth, Grantor has agreed to convey to Grantee a permanent, non-exclusive easement (“Easement”) over, across, upon, under and through the Easement Property and Grantee hereby desires to accept the Easement to the Easement Property from Grantor; and

WHEREAS, the purpose of the Easement is for sanitary sewer purposes including, but not limited to, the installation and maintenance of underground and surface sewer pipelines, support facilities, appurtenances, fixtures, equipment, access points, stubouts and manholes (collectively, the “Sewer Facilities”).

NOW THEREFORE, in consideration of the construction of a sanitary sewer system within the easement, Ten Dollars (\$10.00), the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF EASEMENT.

Unless specifically terminated as set forth in Section 10 below, Grantor does hereby grant, bargain, sell and convey to Grantee forever, a permanent, non-exclusive easement ("Easement") over, across, upon, under and through the Easement Property for purposes of, at such times and from time to time in the future as Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and replacing the Sewer Facilities deemed by Grantee to be necessary or useful in connection with the collection and transportation of sanitary sewage, together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights and Easement herein granted including, but not limited to, the right, from time to time in connection with the enjoyment of the privileges herein conveyed, to cut and keep clear trees, brush, undergrowth and other obstructions, located within the Easement Property, to the extent reasonably necessary to permit the full enjoyment of the rights and privileges herein granted, as relate to the protection of the Sewer Facilities. No other use shall be made by Grantee except as permitted by this Easement.

2. INSURANCE

Grantee shall maintain a commercial general liability insurance policy covering any bodily injury or property damage arising out of or associated with Grantee's use of or access to the Easement Property, in an amount not less than One Million Dollars (\$1,000,000.00), and shall name Grantor as an Additional Insured under said policy, and shall provide Grantor with a Certificate of Insurance referable to that policy.

3. ACCESS.

Grantee's right of ingress and or egress from the Easement Property by Grantor shall be from the right of way of Highway 41. Grantee shall erect no structures on any portion of the Easement Property that interferes with Grantor's rights. Grantor shall not interfere with or damage the Sewer Facilities installed or to be installed within the Easement Property, or interfere with the right of Grantee to access the Easement Property and the Sewer Facilities from the right of way of Highway 41 at any time for purposes heretofore expressed.

4. MAINTENANCE OF THE EASEMENT PROPERTY.

(a) Grantor shall, at Grantor's expense, maintain the Easement Property in such manner as it sees fit, and shall not be required to change or otherwise improve the Easement Property in any way from its current condition. Grantee shall, at its expense, repair any damage to the Easement Property, including, but not limited to, to any fencing on or near the Easement Property, caused by Grantee so that any and all damaged portions of the Easement Property are restored to substantially the same condition as existed prior to such damage. Grantor agrees not to construct, cause to be constructed, or permit to be constructed, within the Easement Property any building or structure of any kind which would interfere with, the Sewer Facilities. No delay in Grantee's use of the Easement and the rights granted hereby or in installing the Sewer Facilities in or along the Easement Property shall result in the abandonment of any right, title, interest, easement or estate granted hereby to Grantee.

(b) Grantee shall, at Grantee's expense, maintain the Sewer Facilities in reasonably good operating condition and to repair and replace the Sewer Facilities as necessary so long as the Sewer Facilities are being used by Grantee; provided, however, that Grantor shall, at its expense, repair any damage to the Sewer Facilities caused by Grantor so that the damaged portions of the Sewer Facilities are restored to substantially the same condition as existed prior to such damage.

5. GRANTOR'S WARRANTIES.

Grantor warrants that Grantor has not received notification from any lawful authority regarding any assessments, condemnation, pending public improvements, repairs, replacement, or alterations to the Easement Property that have not been satisfactorily made. Grantor warrants that Grantor will pay all assessments and ad valorem taxes pertaining to the Easement Property as such come due and payable, but shall not be responsible for any taxes or assessments referable to improvements or changes to the Easement Property made by the Grantee. Grantor covenants with Grantee that Grantor is lawfully seized in fee-simple of said Easement Property, that Grantor is authorized to execute this Agreement and has a good right to grant and convey the Easement conveyed hereby, and that Grantor will warrant and defend the title to the Easement Property from and against the lawful claims of all persons whomsoever.

6. GRANTEE'S WARRANTIES

Grantee warrants that it has and will maintain all permits necessary to operate a sanitary

sewer system in the Easement Area, and that all activity undertaken thereon will be done in a professional manner, in compliance with all laws, regulations and permits. Grantee warrants that it is authorized to make this Easement Agreement and that the person signing the Easement Agreement is duly authorized to sign the Agreement on behalf of Grantee.

7. NATURE OF THIS AGREEMENT.

The terms, provisions, covenants, conditions and restrictions under this Agreement shall run with the land and bind and burden the Easement Property for the benefit of Grantee and its successors and assigns. The Easement granted hereby and the terms and provisions of this Agreement are (i) for the use and enjoyment of Grantee, and its successors, assigns, employees, managers, contractors and agents, (ii) for the benefit of Grantee and its successors in title to the Sewer Facilities and may be terminated or modified only by the written consent of Grantee or its successors in title to the Sewer Facilities, (iii) appurtenant to and shall be deemed to be covenants, conditions, restrictions, and regulations running with title to the Easement Property and (iv) binding upon the Grantor as owner of the Easement Property and inure to the benefit of Grantee as owner of the Sewer Facilities, and their respective successors and assigns.

8. INDEMNIFICATION

Grantee shall indemnify, defend and hold Grantor, its employees, shareholders, officers, successors and assigns harmless for and against any and all loss, cost, damage, suit, action, expense or claim related to Grantee's use of the Easement Property.

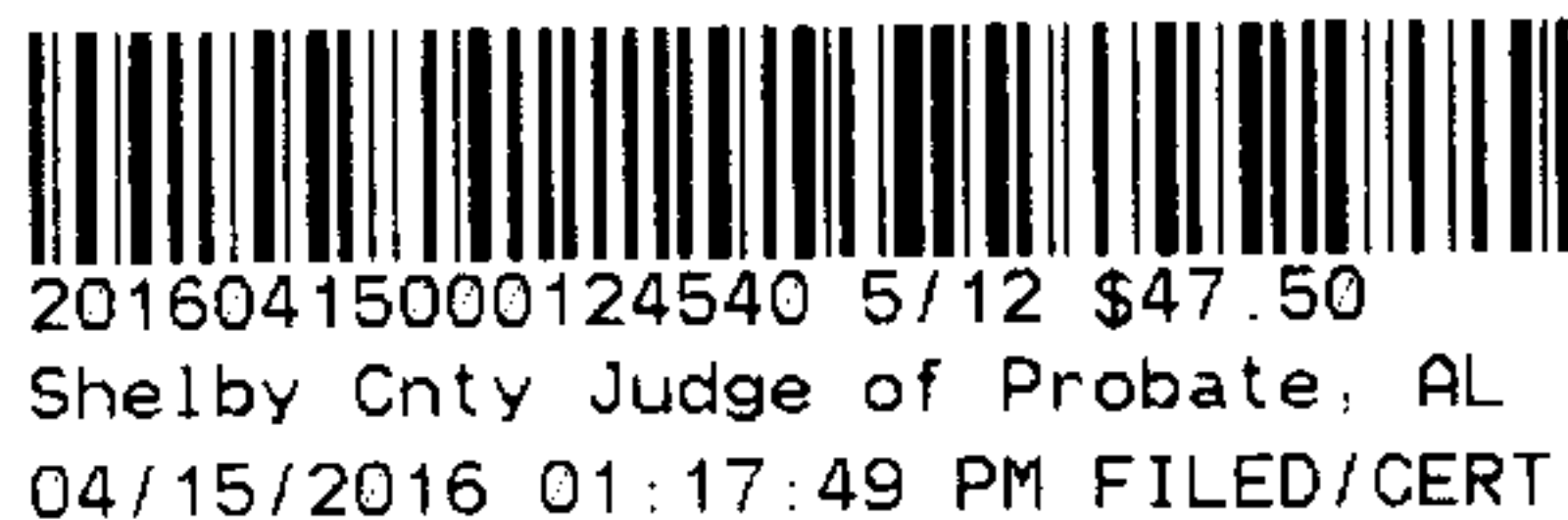
9. NOTICES

All notices, demands and requests which may be given or which are required to be given by either Party to the other under this Easement Agreement shall be in writing and shall be deemed to be effective: when delivered by hand or within three business days of mailing to such party at the address specified below (unless changed by notice in writing giving the name and address to be changed):

TO THOMPSON REALTY CO., INC.: Caroline T. Little
103 Carnoustie
Shoal Creek, AL 35242

TO DOUBLE OAK WATER RECLAMATION, LLC:

William J. Thornton, III
5300 Cahaba River Road
Suite 200
Birmingham, AL 35243



10. TERMINATION

Grantor may terminate this Agreement, if, and only if, Grantee ceases use of the Easement Property for purposes of a sanitary sewer for a period of six (6) consecutive months. In order to terminate this Agreement, Grantor must provide Notice to Grantee in writing or obtain Grantee's signature on a Termination Agreement. Upon the signing of the Termination Agreement, Grantee agrees to remove any and all equipment associated with the Sanitary Sewer Facilities in the Easement Property, and agrees to restore the Easement Property to the condition it was in prior to removal of the equipment.

11. CONDEMNATION

If the Easement Property or any part thereof is condemned by a condemning authority, Grantee may elect to terminate the Easement Agreement by providing written notice to Grantor at the Address in Section 10 of its decision to terminate within ten (10) days of receiving written notice of the condemnation. If Grantee does not terminate the Agreement, Grantor and Grantee shall each be entitled to protect its interest in the Easement Property with the condemning authority.

12. MISCELLANEOUS.

- (a) This Agreement shall be construed under the laws of the State of Alabama.
- (b) Any provision of this Agreement which may be unenforceable or invalid under any applicable law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.
- (c) The non-prevailing party hereto shall be responsible for the payment of all costs and expenses, incurred by the prevailing party in enforcing any provision of this Agreement.
- (d) The recitals first above written are incorporated by reference into the terms and

provisions of this Agreement.

(e) This Agreement constitutes the entire understanding and agreement between the Parties with regard to the subject matter hereof and any and all prior discussions or representations discussed between the parties are included herein, and this Agreement shall not be changed, altered or modified, except by an instrument in writing signed by the Party against whom enforcement of such change would be sought.

(f) Each Party acknowledges and warrants that it is fully authorized to execute this Agreement by and through the individuals executing below.

(g) This Agreement shall not be deemed to create a joint venture or partnership by and between or among the Parties hereto.

(h) If any of the provisions of this Agreement shall be considered unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of George H.W. Bush, forty first President of the United States.

(i) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(j) This Agreement will be recorded by Grantee in the Office of the Judge of Probate of Shelby County, Alabama.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

20160415000124540 7/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT

GRANTOR:
THOMPSON REALTY CO., INC.

By: *Carol Witte*
Its President

GRANTEE:
DOUBLE OAK WATER RECLAMATION, LLC
By: South Edge, Inc.
Its Manager

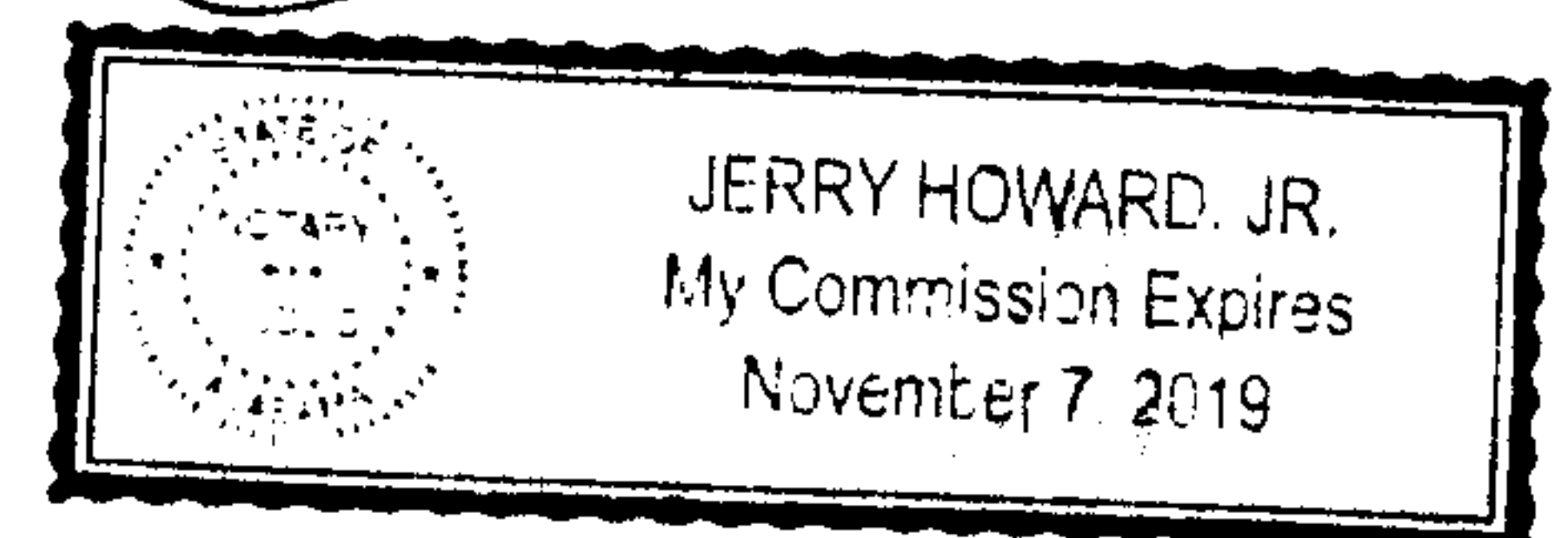
By: *W. L. Thornton, III*
William L. Thornton, III
Its Vice-President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Vice-President of South Edge, Inc., an Alabama corporation, as Manager of DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 11th day of April, 2016.

Jerry Howard, Jr.
Notary Public
My Commission Expires:



STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


20160415000124540 8/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that CAROLINE T. LITTLE, whose name as President of THOMPSON REALTY CO., INC., an Alabama corporation, 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 the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 5 day of April, 2016.

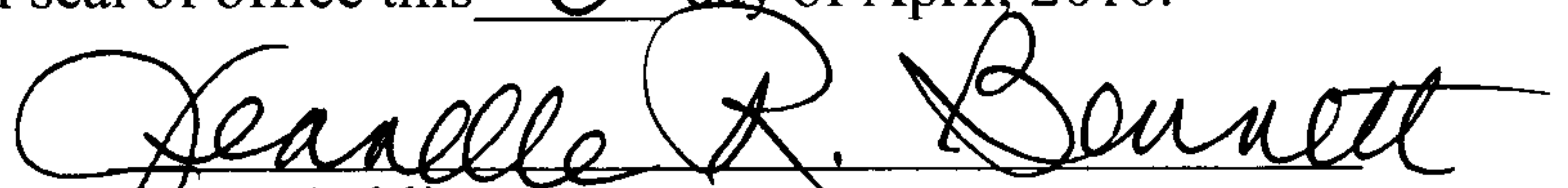

Notary Public
My Commission Expires:

EXHIBIT A

THE EASEMENT PROPERTY



20160415000124540 9/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT

EASEMENT A

A sanitary sewer force main easement situated in the NE 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 1 West, and being more particularly described as follows:

Commence at a concrete monument at station 242+58.30 of Shelby County Alabama Hwy. project number SACP4244A and being on the eastern right-of-way of Shelby County Hwy. 41, said point also being a point of curve to the right having a central angle of 3°21'42" and a radius of 5689.64 feet, said curve subtended by a chord bearing N 16°46'03" E and a chord distance of 333.73 feet; thence along the arc of said curve and along said right-of-way a distance of 333.81 feet to the POINT OF BEGINNING of a 25 foot sanitary sewer force main easement lying 25 feet easterly and parallel to described western line, said western line being the east right-of-way line of said Shelby County Hwy. 41, said point also being on a curve to the right having a central angle of 7°48'31" and a radius of 5689.64 feet, said curve subtended by a chord bearing N 22°21'10" E and a chord distance of 774.83 feet; thence along the arc of said curve, along said right-of-way, and along the western line of said easement a distance of 775.43 feet to the END of said easement.

EASEMENT B

A sanitary sewer force main easement situated in the SE 1/4 of the SE 1/4 of Section 27, Township 18 South, Range 1 West, and being more particularly described as follows:

Commence at a concrete monument at station 242+58.30 of Shelby County Alabama Hwy. project number SACP4244A and being on the eastern right-of-way of Shelby County Hwy. 41, said point also being a point of curve to the right having a central angle of 17°02'35" and a radius of 5689.64 feet, said curve subtended by a chord bearing N 23°36'30" E and a chord distance of 1686.19 feet; thence along the arc of said curve and along said right-of-way a distance of 1692.42 feet to the POINT OF BEGINNING of a 23 foot sanitary sewer force main easement lying 23 feet easterly and parallel to described western line, said western line being the east right-of-way line of said Shelby County Hwy. 41, said point also being on a curve to the right having a central angle of 2°47'23" and a radius of 5689.64 feet, said curve subtended by a chord bearing N 33°31'29" E and a chord distance of 277.00 feet; thence along the arc of said curve, along said right-of-way, and along the western line of said easement a distance of 277.03 feet to a point of tangent; thence N 34°55'12" E along said right-of-way and along said western line a distance of 187.21 feet to the END of said easement.

EASEMENT C



20160415000124540 10/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT

A sanitary sewer force main easement situated in the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 1 West, and being more particularly described as follows:

Commence at a concrete monument at station 242+58.30 of Shelby County Alabama Hwy. project number SACP4244A and being on the eastern right-of-way of Shelby County Hwy. 41, said point also being a point of curve to the right having a central angle of $0^{\circ}27'37''$ and a radius of 5689.64 feet, said curve subtended by a chord bearing N $15^{\circ}19'01''$ E and a chord distance of 45.71 feet; thence along the arc of said curve and along said right-of-way a distance of 45.71 feet to the POINT OF BEGINNING of a 25 foot sanitary sewer force main easement lying 25 feet easterly and parallel to described western line, said western line being the east right-of-way line of said Shelby County Hwy. 41, said point also being on a curve to the right having a central angle of $2^{\circ}17'49''$ and a radius of 5689.64 feet, said curve subtended by a chord bearing N $16^{\circ}41'44''$ E and a chord distance of 228.08; thence along the arc of said curve, along said right-of-way, and along the western line of said easement a distance of 228.09 feet to the END of said easement.

EASEMENT D

A sanitary sewer force main easement situated in the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 34, Township 18 South, Range 1 West, and being more particularly described as follows:

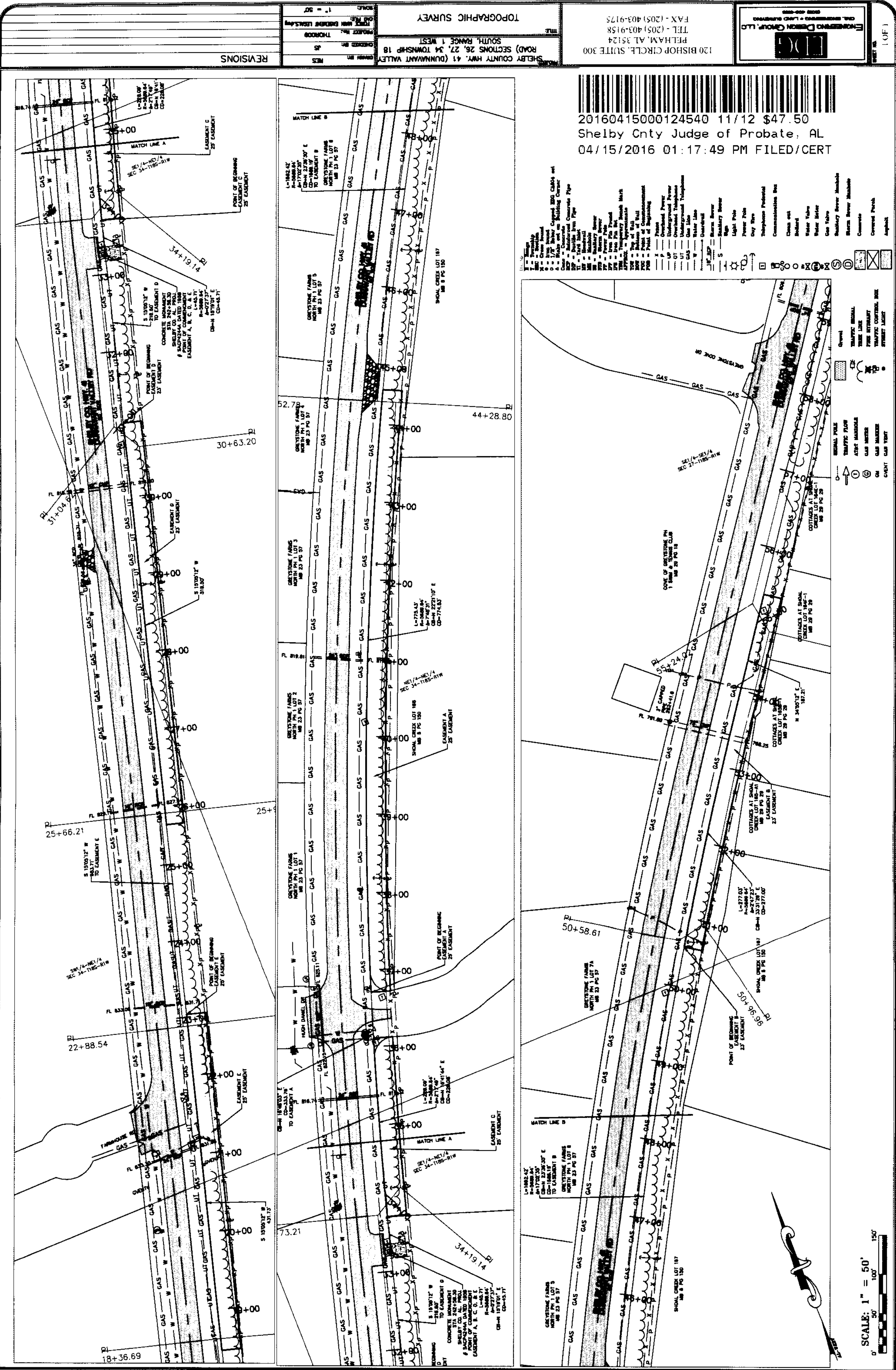
Commence at a concrete monument at station 242+58.30 of Shelby County Alabama Hwy. project number SACP4244A and being on the eastern right-of-way of Shelby County Hwy. 41; thence S $15^{\circ}05'12''$ W along said right-of-way a distance of 216.60 feet to the POINT OF BEGINNING of a 23 foot sanitary sewer force main easement lying 23 feet easterly and parallel to described western line, said western line being the east right-of-way line of said Shelby County Hwy. 41; thence continue along last described course and along the western line of said easement a distance of 519.50 feet to the END of said easement.

EASEMENT E

A sanitary sewer force main easement situated in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 34, Township 18 South, Range 1 West, and being more particularly described as follows:

Commence at a concrete monument at station 242+58.30 of Shelby County Alabama Hwy. project number SACP4244A and being on the eastern right-of-way of Shelby County Hwy. 41; thence S $15^{\circ}05'12''$ W along said right-of-way a distance of 983.71 feet to the POINT OF BEGINNING of a 25 foot sanitary sewer force main easement lying 25 feet easterly and parallel to described western line, said western line being the east right-of-way line of said Shelby County Hwy. 41; thence continue along last described course and along the western line of said easement a distance of 431.73 feet to the END of said easement.

Exhibit B



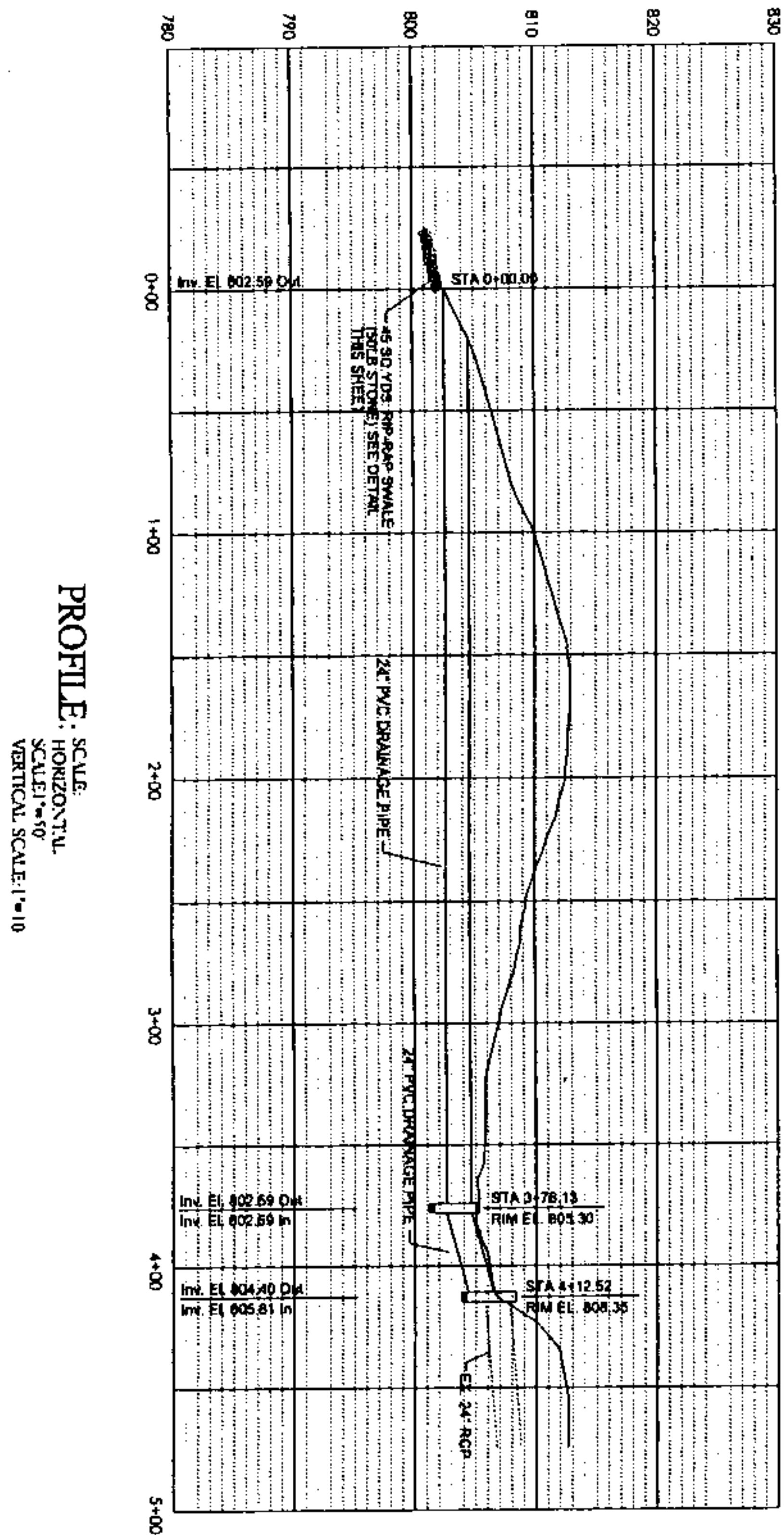
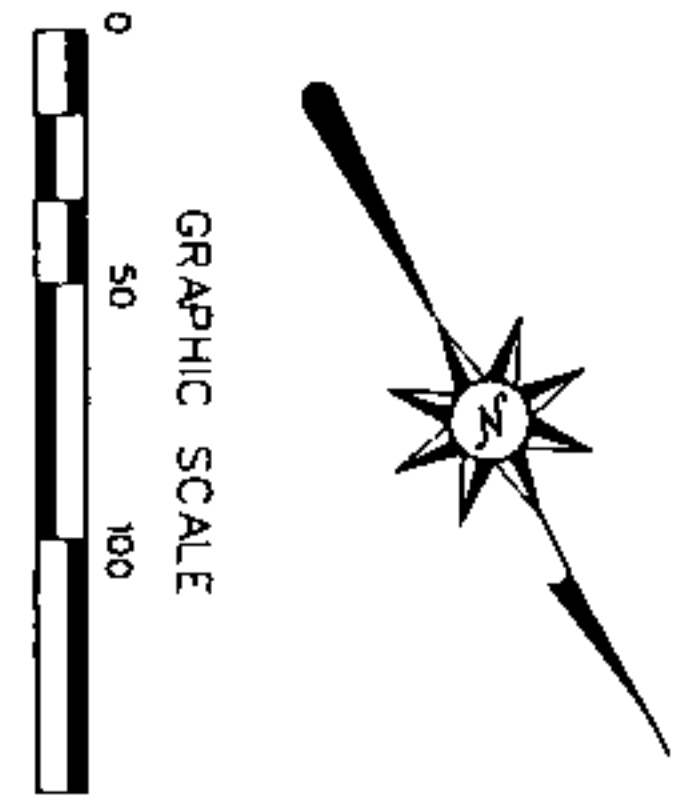
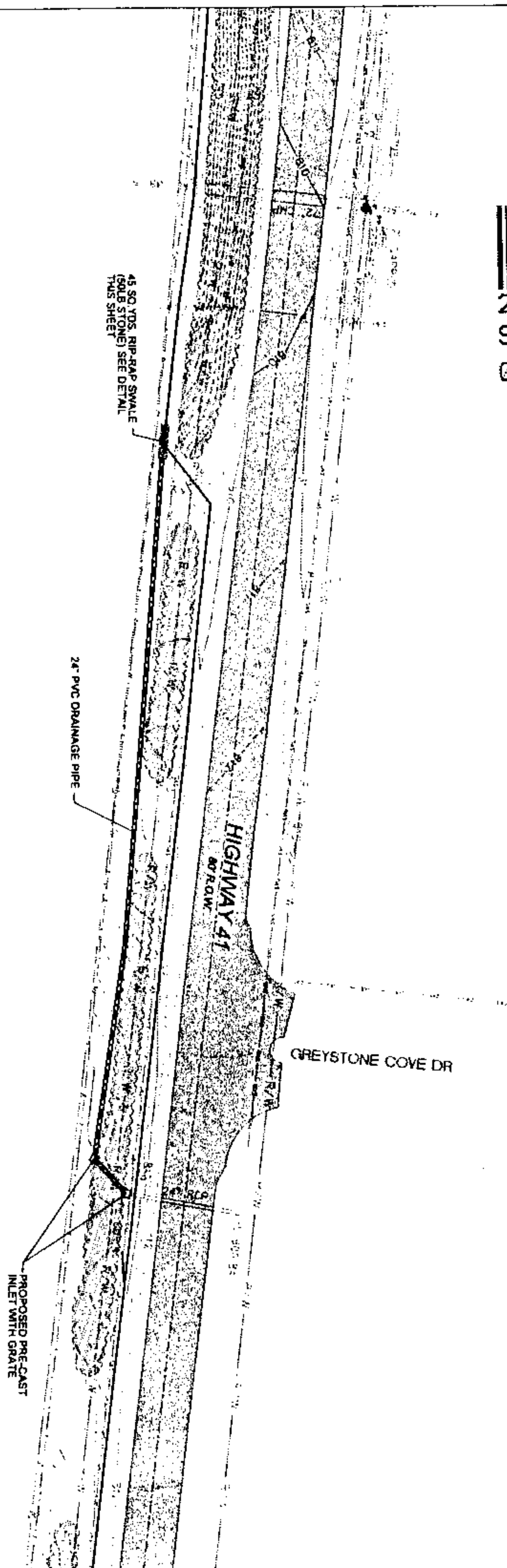
20160415000124540 11/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT

SHelby COUNTY HWY. 41 (DUNNWAY VALLEY ROAD) SECTIONS 26, 27, 34 TOWNSHIP 18 SOUTH, RANGE 1 WEST
TOPOGRAPHIC SURVEY
1" = 50'

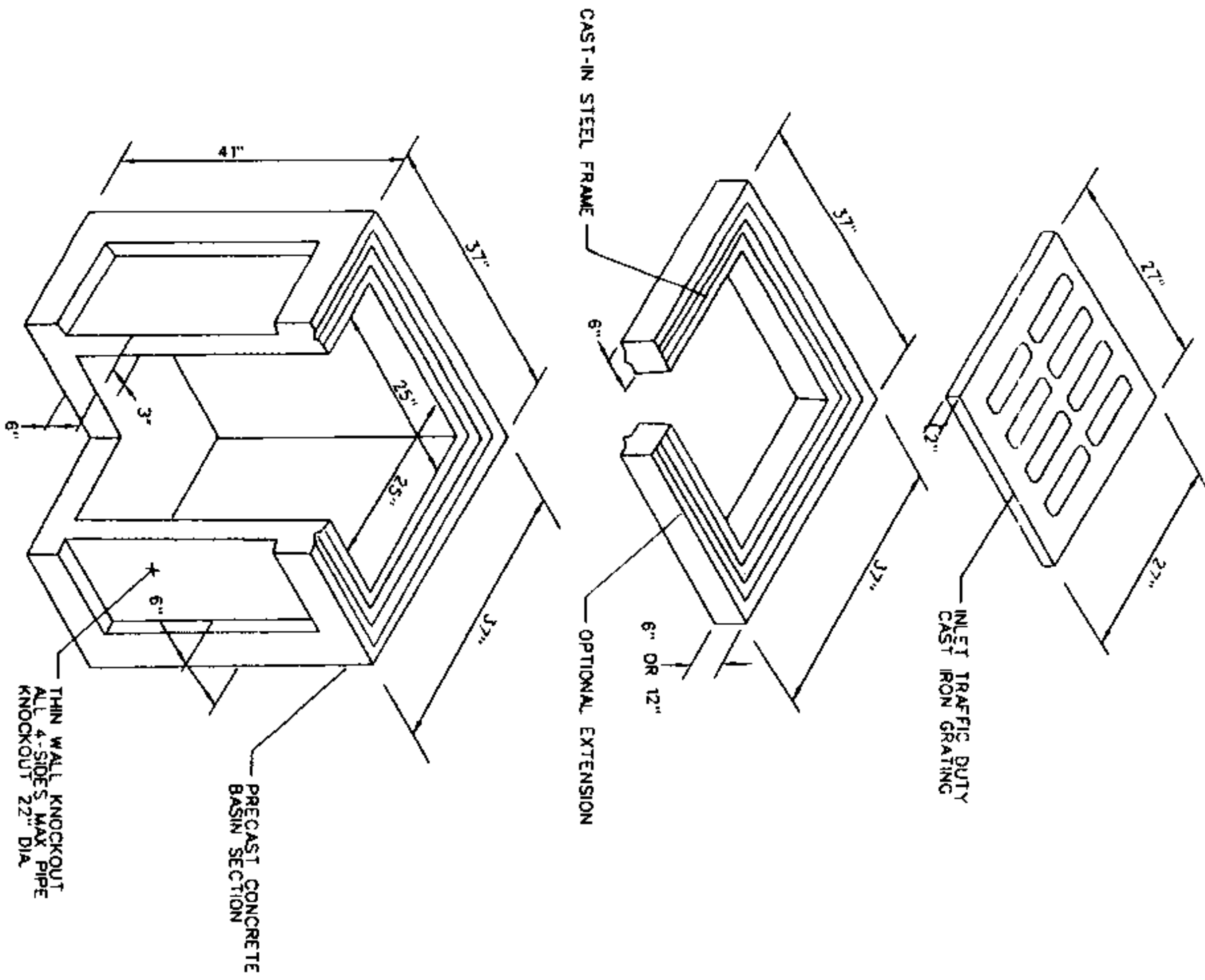
ENGINEERING DESIGN GROUP, LLC
2025 400-0000
TEL - (205) 403-9158
FAX - (205) 403-9175
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124

REVISIONS
DATE
BY
DESCRIPTION

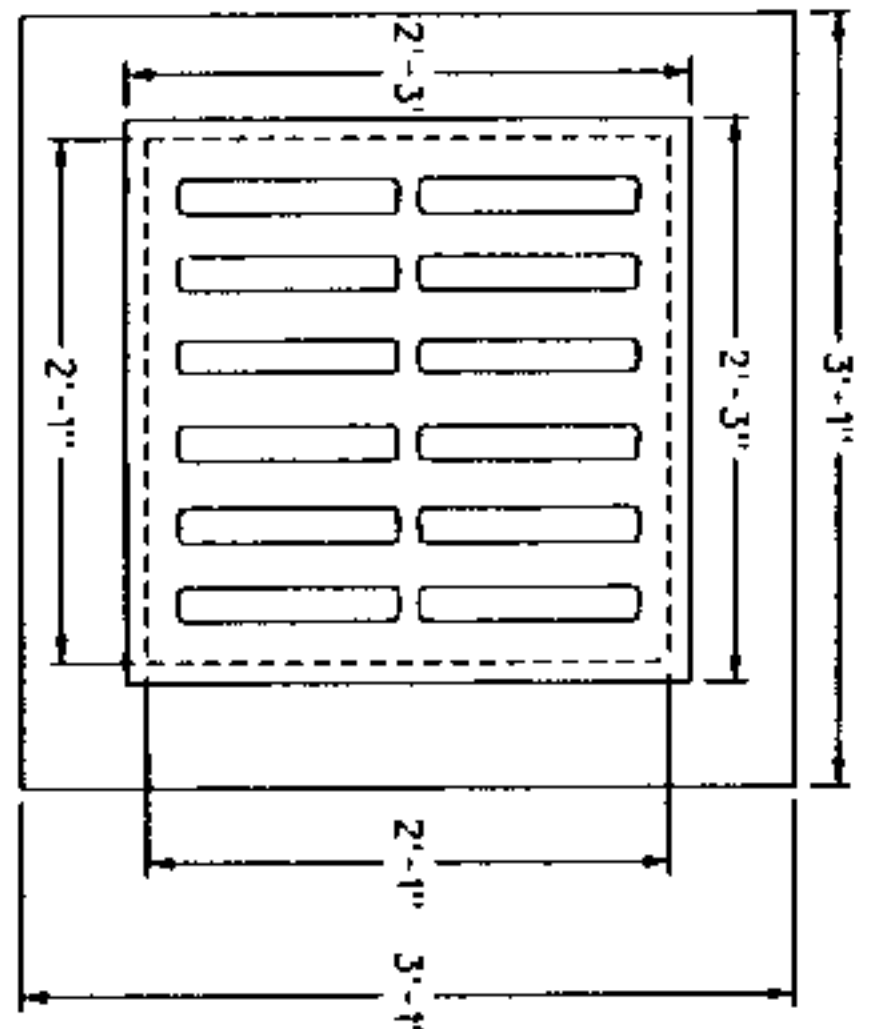
20160415000124540 12/12 \$47.50
Shelby Cnty Judge of Probate, AL
04/15/2016 01:17:49 PM FILED/CERT



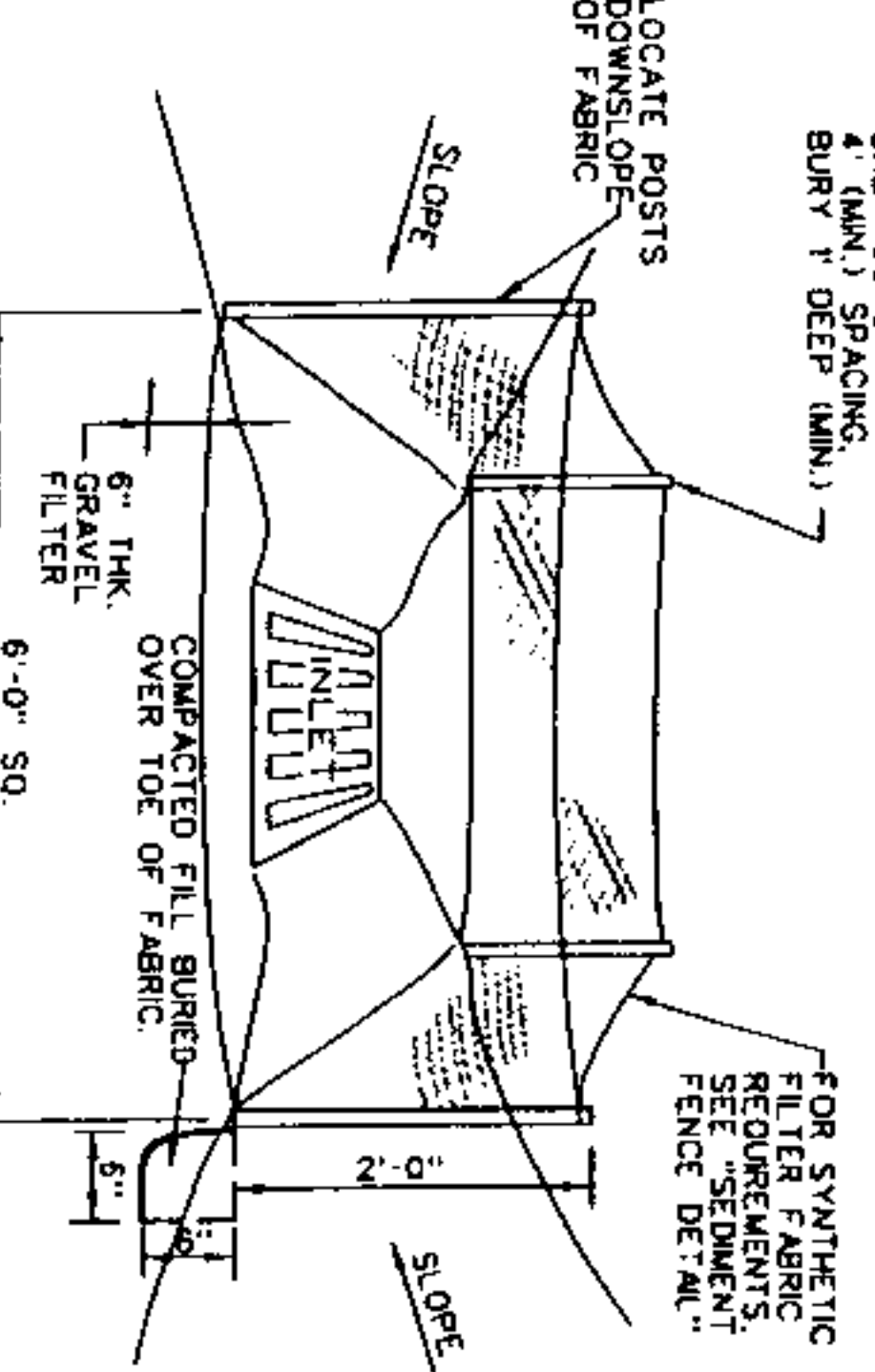
PROFILE SCALE
HORIZONTAL SCALE: 1\"/>



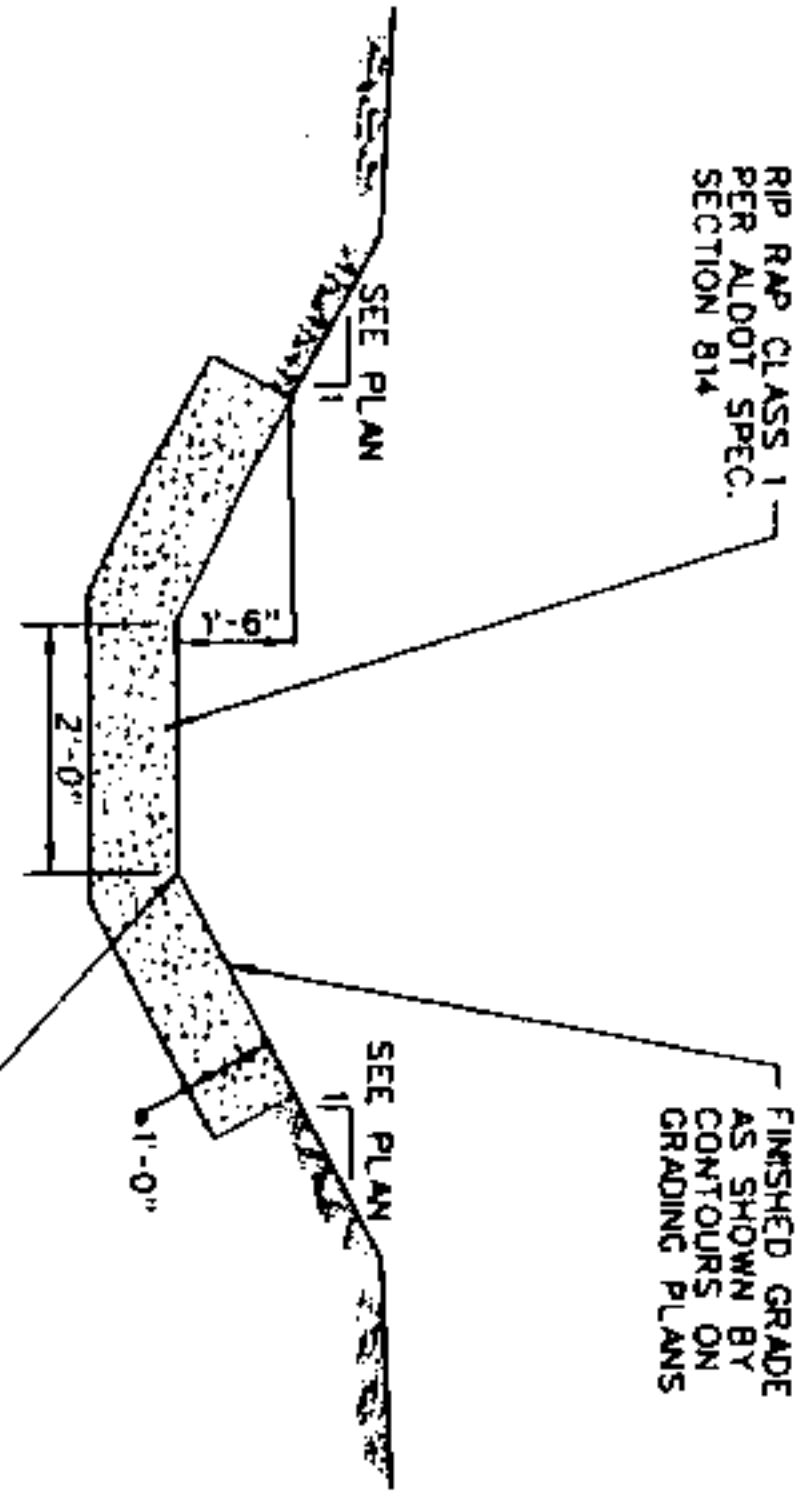
INLET BOX 37\"/>



GRATING



NOTE:
AFTER CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED, FABRIC SHALL BE REMOVED.



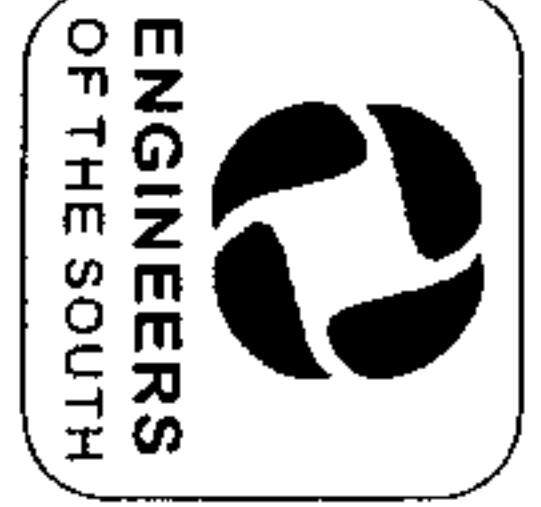
FABRIC DROP INLET PROTECTION

RIPRAP-LINED SWALE

JOB NO: ED16008
DATE: FEB. 2016
DESIGNED BY:
DRAWN BY:
SCALE: AS NOTED
DWG:
SHEET NUMBER **7A**

PLAN PROFILE #5

**HIGHWAY 41
SEWER EXTENSION**
SHELBY COUNTY, ALABAMA



REVISIONS	
NO	DESCRIPTION
FOR REVIEW AND COMMENT	
	AS-BUILT