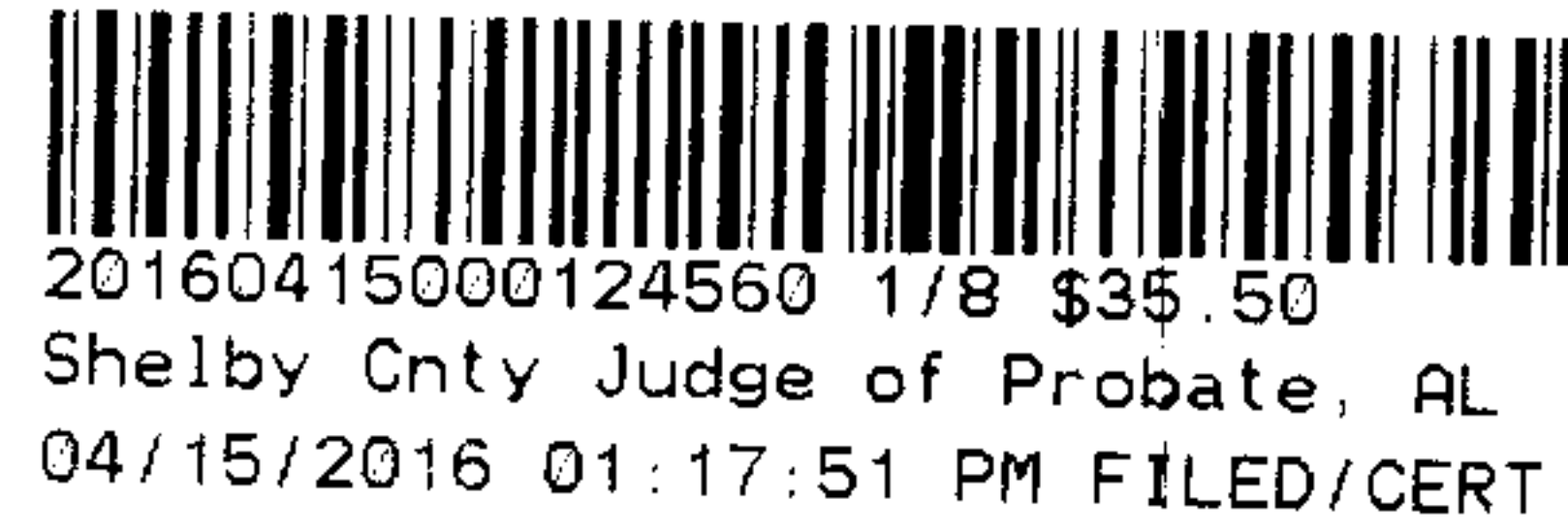


\$ 500.00

STATE OF ALABAMA)
)
SHELBY COUNTY)



**TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the 7th day of April, 2016 by and between **SHOAL CREEK ASSOCIATION, INC.**, an Alabama non-profit corporation (“Grantor”) and **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (“Grantee”).

RECITALS:

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

WHEREAS, contemporaneously herewith, Grantor is conveying to Grantee an easement for sanitary sewer purposes; and

WHEREAS, in consideration of Grantor’s grant of the easement for sanitary sewer purposes, Grantee agrees to perform certain repairs to Grantor’s storm drainage system (“Storm Drainage”) adjacent to the Shelby County Highway 41 right of way, which are specifically set out herein; and

WHEREAS, for purposes of performing said repairs, Grantor desires to grant to Grantee a temporary construction easement over, across, upon, under and through Grantor’s property legally described in **Exhibit A** attached hereto and made a part hereof, and as reflected on the survey attached hereto as **Exhibit B** (the “Construction Easement Property”). All Grantor’s property is on the Highway 41 side of the existing fence in the new Easement Property.

NOW THEREFORE, in consideration of the 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:

Shelby County, AL 04/15/2016
State of Alabama
Deed Tax: \$.50

1. GRANT OF EASEMENT.

Grantor does hereby grant, bargain, sell and convey to Grantee a non-exclusive, temporary construction easement ("Easement") over, across, upon, under and through the Construction Easement Property for purposes of repairing and improving the Storm Drainage in accordance with specific plans to be prepared by Grantee and approved in writing by Grantor. Unless and until Grantor and Grantee have a written agreement as to the plans for repairing and improving the Storm Drainage, this Temporary Construction Easement is not valid.

If plans are approved as set forth above, they will be attached to this Temporary Construction Easement as **Exhibit C** and will become a part of this document. At that time the Temporary Construction Easement will include the free right of ingress, egress and access to the Construction Easement Property from the right of way of Highway 41 for purposes thereof. Grantor hereby grants to Grantee the right to remove fences, trees, shrubs and other obstacles that may interfere with the repairs and improvements to the Storm Drainage, within the Construction Easement Property. Grantee agrees to repair the Construction Easement Property so as to leave it in substantially the same condition that it is currently in, subject to grassing and grading work.

2. ACCESS.

Grantee's right of ingress to and egress from the Construction Easement Property is to be from the right of way of Highway 41. Grantor shall erect no structures on any portion of the Construction Easement Property or do any act or thing which would in any way interfere with the right of Grantee to access the Construction Easement Property to perform the agreed work for purposes expressed herein.

3. EXPIRATION OF THE TEMPORARY CONSTRUCTION EASEMENT.

Grantee's Easement and rights of ingress or egress shall expire upon Grantee's notice to Grantor of completion of the repairs and improvements to the Storm Drainage or one year from the date hereof, whichever date shall first occur. Upon expiration of the Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Easement and the Construction Easement Property shall automatically terminate and be of no further force and effect. Upon expiration of the Easement, Grantor shall, at Grantor's expense, be solely responsible for the ownership, possession and maintenance of the Storm Drainage and the Construction Easement Property



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Shelby Cnty Judge of Probate, AL
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4. GRANTOR'S WARRANTIES.

Grantor covenants with said Grantee that Grantor is lawfully seized in fee-simple of said Construction 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 Construction Easement Property from and against the lawful claims of all persons whomsoever.

5. 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) Grantee will provide Grantor with a certificate of insurance naming Grantee as an additional insured under a comprehensive general liability policy.
- (e) The recitals first above written are incorporated by reference into the terms and provisions of this Agreement.

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

GRANTOR:
SHOAL CREEK ASSOCIATION, INC.

By: 
Its PRESIDENT

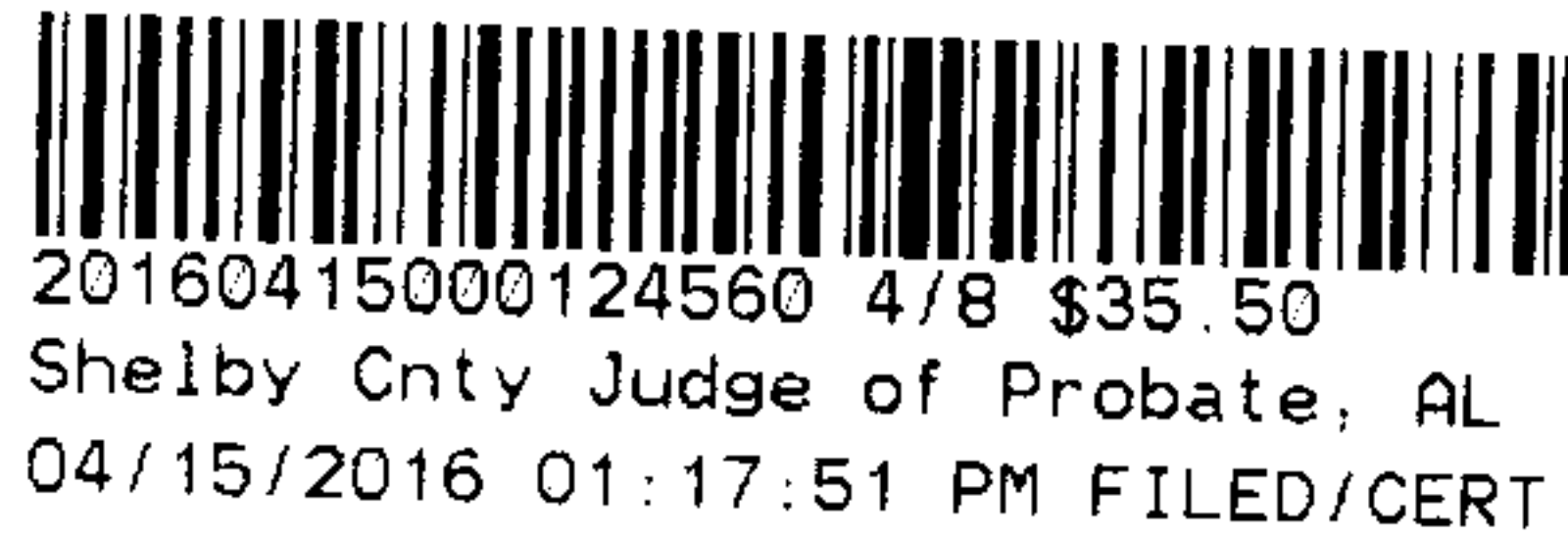
GRANTEE:
DOUBLE OAK WATER RECLAMATION, LLC
By: South Edge, Inc.

Its Manager

By: _____

William L. Thornton, III
Its Vice-President

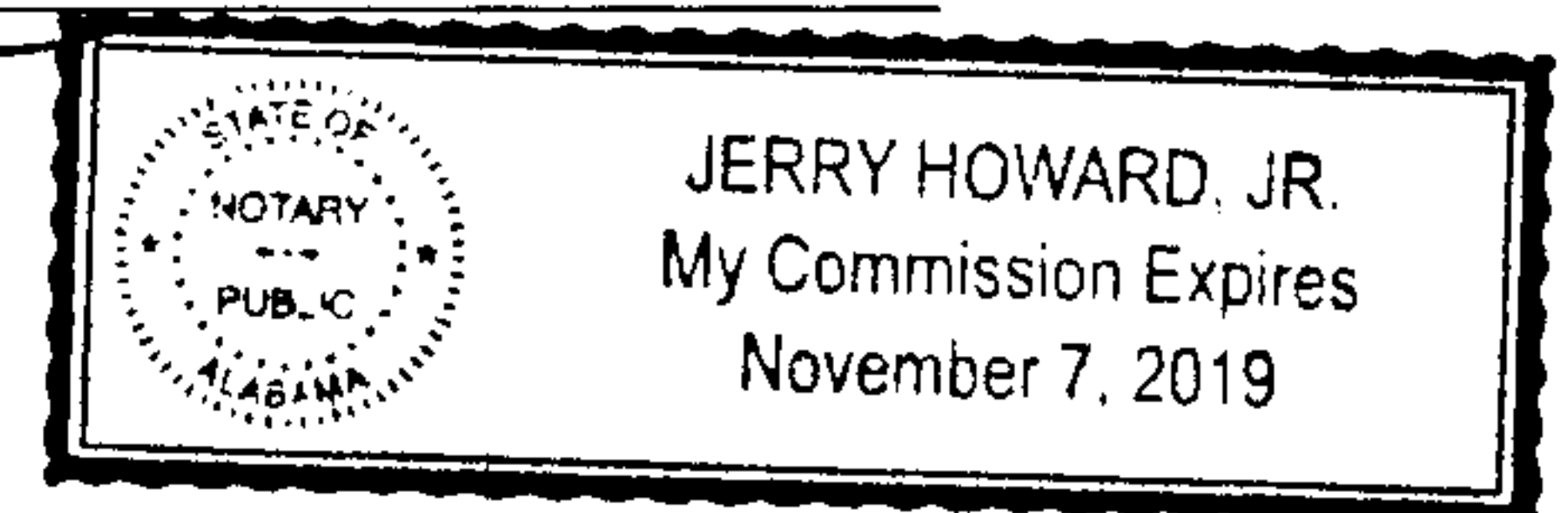
STATE OF ALABAMA)
COUNTY OF JEFFERSON)



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 March, 2016.

Notary Public
My Commission Expires:



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Shaw, whose name as President of SHOAL CREEK ASSOCIATION, INC., an Alabama non-profit 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 7th day of APRIL 2016.

Jesselle R. Bennett
Notary Public

My Commission Expires: 4/9/17




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EXHIBIT A


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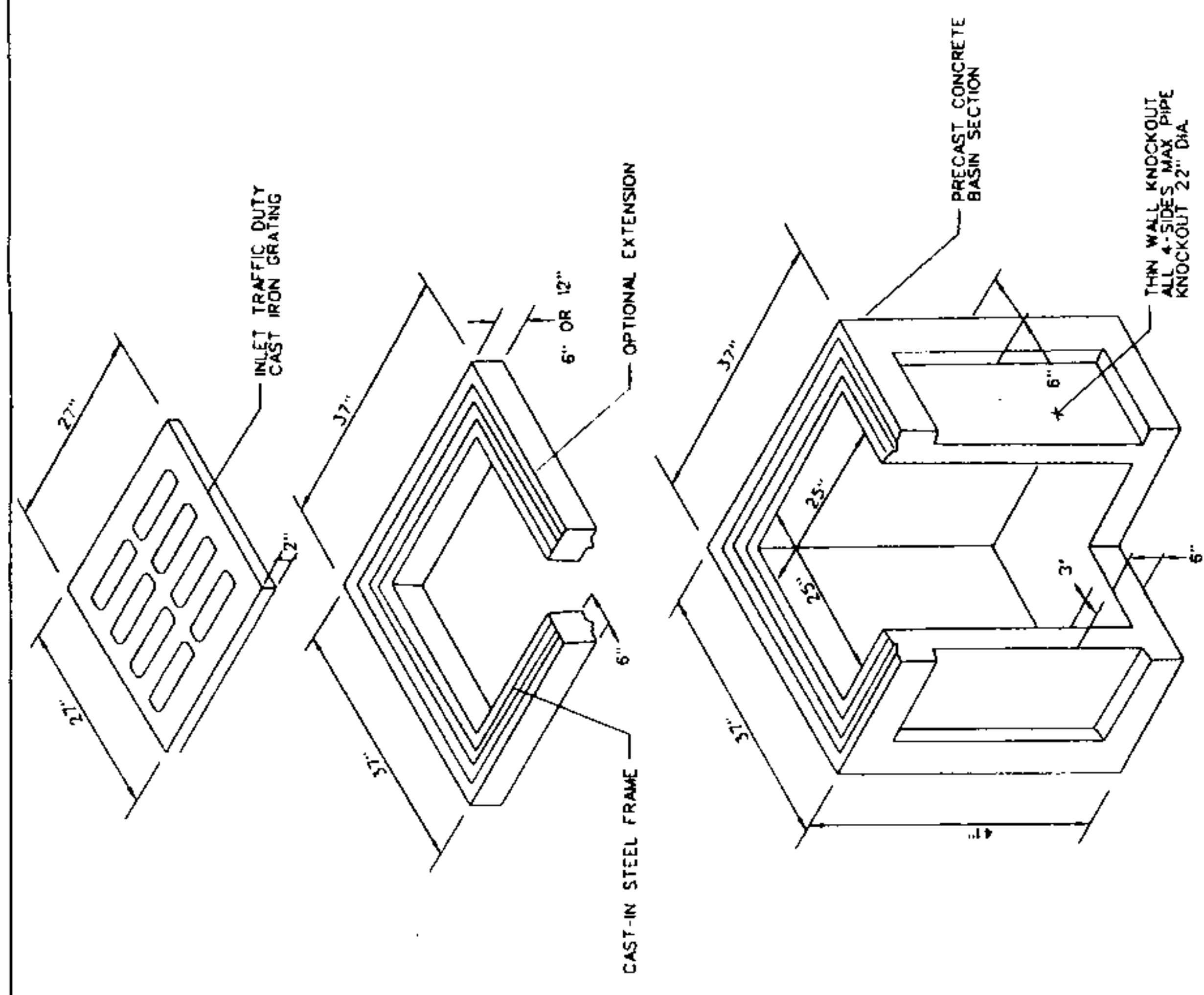
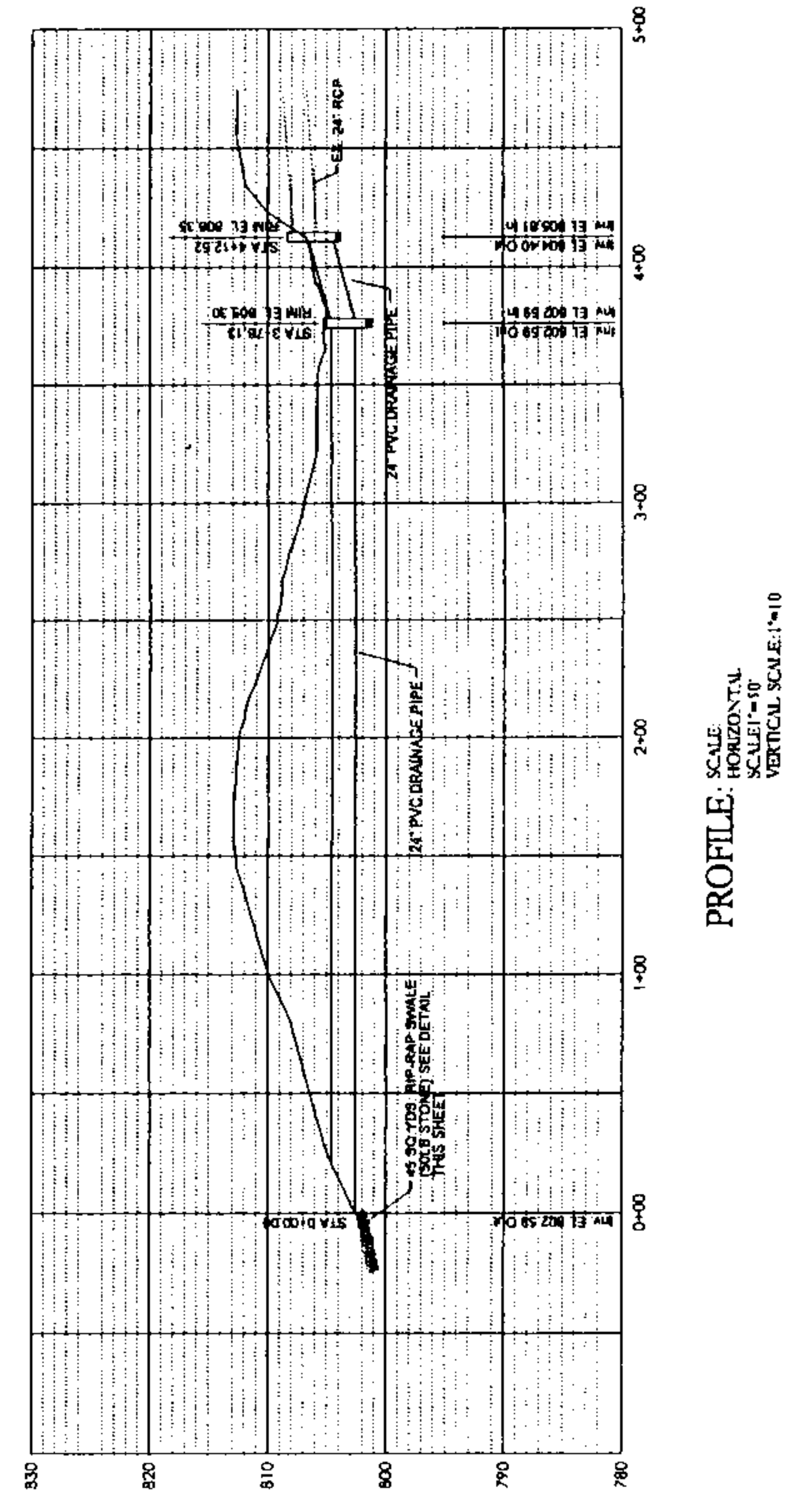
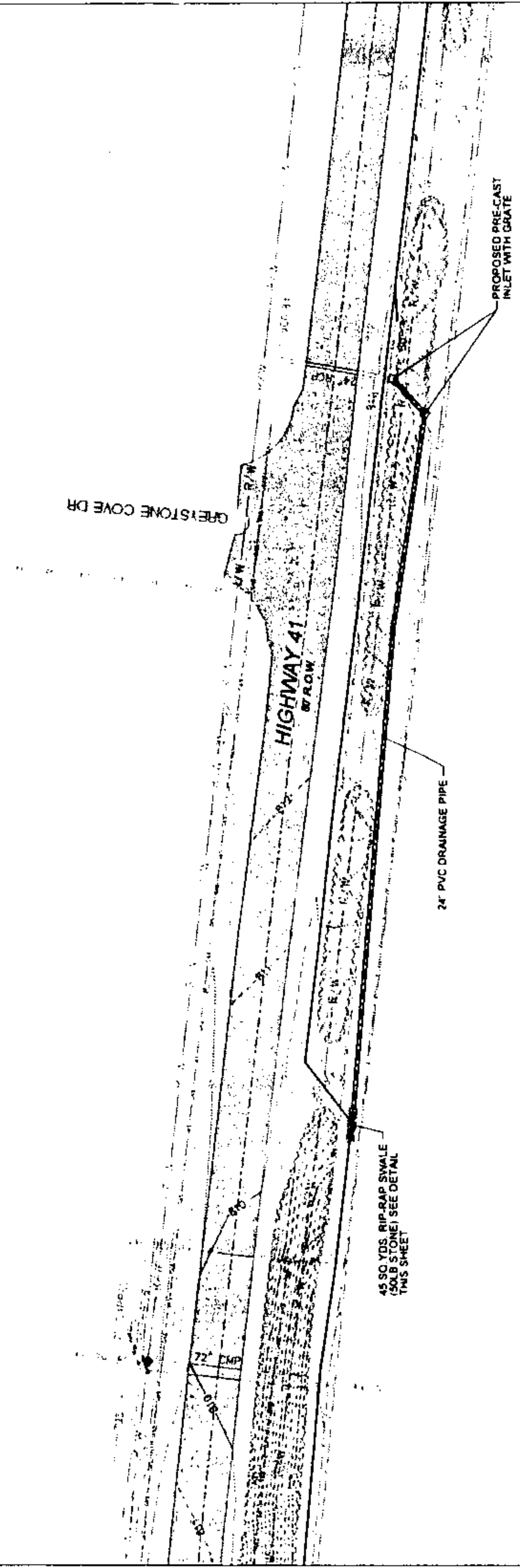
THE CONSTRUCTION EASEMENT PROPERTY

EASEMENT F

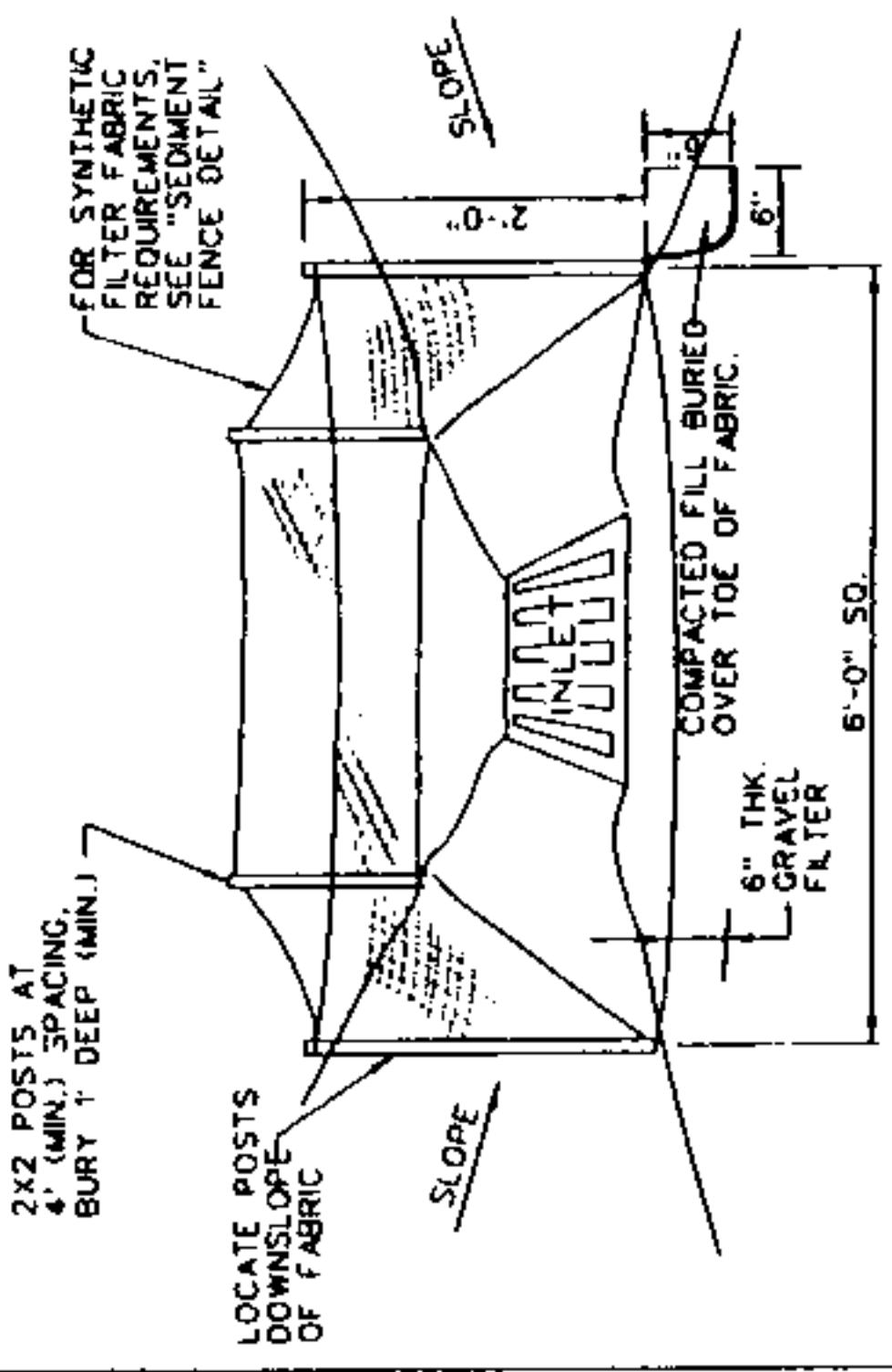
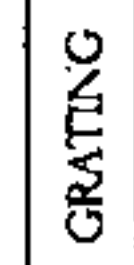
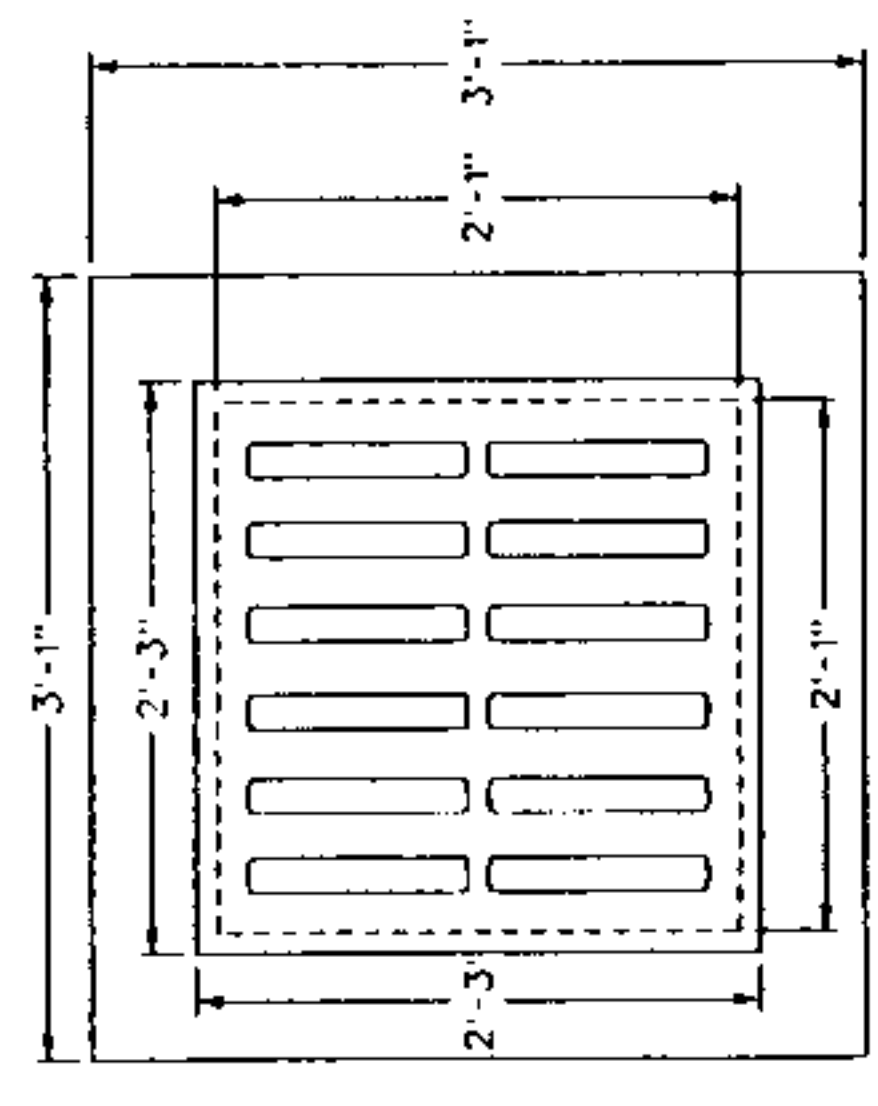
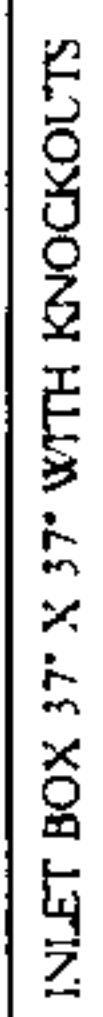
A temporary construction easement situated in the SE 1/4 of the SE 1/4 of Section 27, Township 18 South, Range 1 West, and being more particularly described as follows:

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 19°49'58" and a radius of 5689.64 feet, said curve subtended by a chord bearing N 25°00'12" E and a chord distance of 1959.64 feet; thence along the arc of said curve and along said right-of-way a distance of 1969.45 feet to station 262+41.6; thence N 34°55'12" E along said right-of-way a distance of 187.21 feet to a point; thence N 34°53'21" E along said right-of-way a distance of 360.76 feet to the intersection of said right-of-way and the centerline of a proposed storm sewer, said point also being the POINT OF BEGINNING of the centerline of a 20 foot temporary construction easement lying 10 feet to either side of and parallel to described centerline; thence S 14°31'26" E leaving said right-of-way and along said centerline distance of 17.35 feet to a junction box; thence S 36°49'37" W along said centerline a distance of 119.90 feet to a point; thence S 32°55'40" W along said centerline a distance of 266.34 feet to the end of said centerline and said easement.

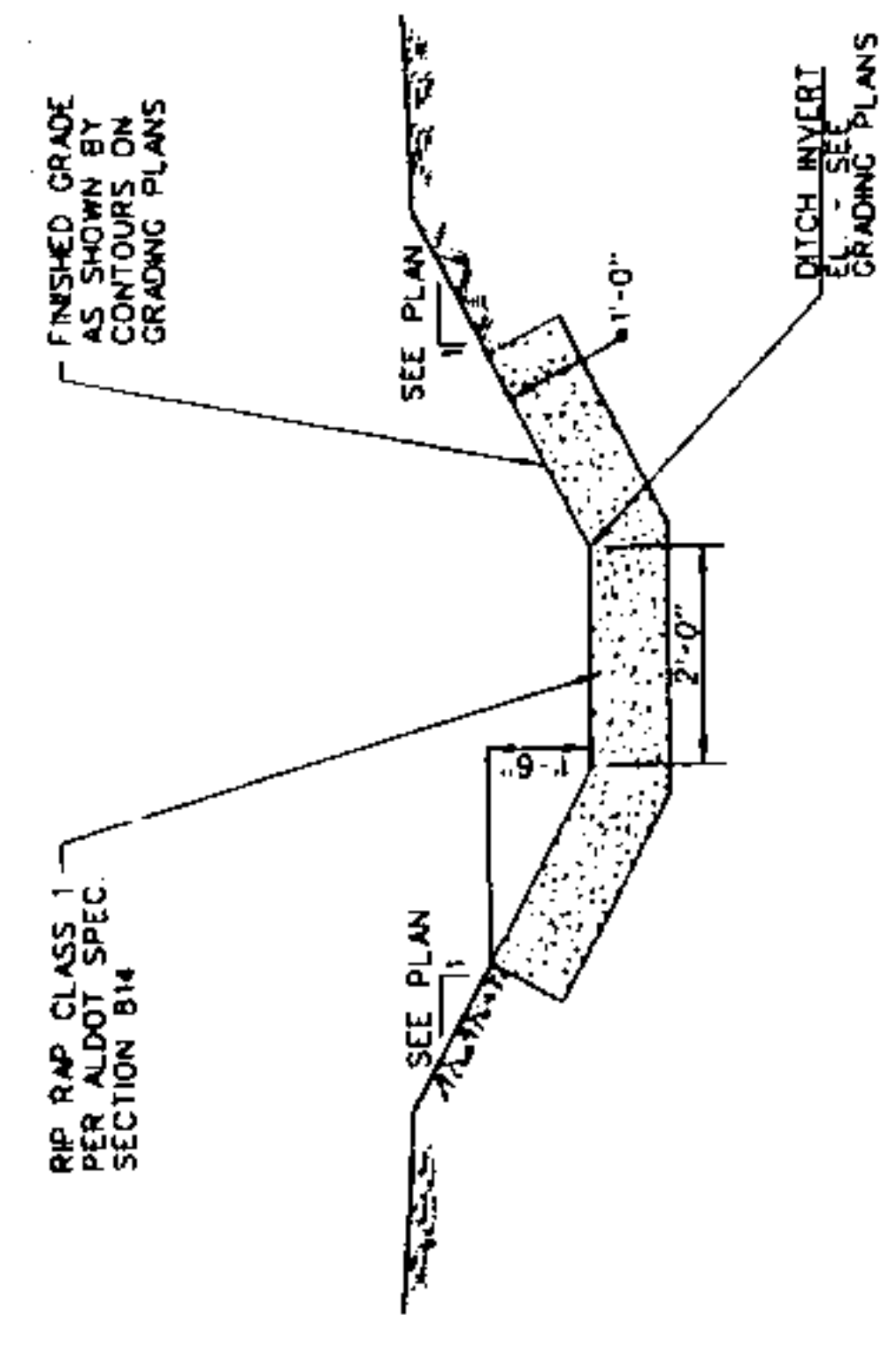
A graphic scale bar at the top right shows distances of 0, 50, and 100 units. Below it is a compass rose with eight points, where the top point is labeled 'N' for North.



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Shelby Cnty Judge of Probate, AL
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NOTE:
AFTER CONTRIBUTING ORANGE AREA HAS BEEN
PERMANENTLY STABILIZED, FABRIC SHALL BE REMOVED.



FABRIC DROP INLET PROTECTION

RIPRAP-LINED SWALE



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

PLAN PROFILE #5

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

