

\$500.00

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

Shelby County, AL 02/24/2017
State of Alabama
Deed Tax: \$.50

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 23rd day of February, 2017, by and between **EBSCO INDUSTRIES, INC.**, a Delaware corporation ("EBSCO"), and **CT BTS, LLC**, an Arkansas limited liability company ("CT").

RECITALS:

Contemporaneously herewith, EBSCO has transferred and conveyed to CT that certain real property (the "CT Property") situated Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

EBSCO has agreed to (a) construct, for the benefit of the CT Property, an underground sanitary sewer line (the "CT Sewer Line") over, across, through and upon that certain real property situated in Shelby County, Alabama owned by EBSCO (the "EBSCO Easement Property") which is more particularly described in Exhibit B attached hereto and incorporated herein by reference and (b) grant to CT a permanent, perpetual and non-exclusive easement over, across, through, under and upon the EBSCO Easement Property for the purposes of operating and maintaining the CT Sewer Line.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Construction of CT Sewer Line.**

(a) EBSCO covenants and agrees to construct and install the CT Sewer Line under and along the EBSCO Easement Property for the purposes of providing sanitary sewer services between the CT Property and the sanitary sewer force main situated within the right-of-way of U. S. Highway 280. EBSCO covenants and agrees to cause the CT Sewer Line to be constructed in a good and workmanlike manner and in accordance with all applicable governmental requirements and the plans and specifications for the CT Sewer Line prepared by Walter Schoel Engineering Company, Inc. ("Schoel"), copies of which have been provided to and approved by CT.

(b) EBSCO further covenants and agrees to cause the installation of the CT sewer line to be completed on or before March 31, 2017, subject to extensions thereof as a result of any delays which are occasioned by or result from acts of God, inclement weather, labor or material shortages, labor strikes, work stoppages, war, civil unrest, riots, inability to obtain permits, any delays in obtaining any requested permits or approvals and any other causes beyond the

reasonable control of EBSCO. The issuance by Schoel of a certificate or letter of substantial completion for the CT sewer line shall be deemed to constitute completion of all obligations of EBSCO hereunder to construct and install the CT sewer line within the EBSCO Easement Property (the "Completion Date").

2. **Grant of Easement over EBSCO Easement Property.** EBSCO does hereby grant to CT, its successors and assigns, a permanent, perpetual and non-exclusive easement over, across, under, through and upon the EBSCO Easement Property for the purposes of (a) operating, maintaining, repairing and replacing from time to time the CT Sewer Line and (b) transporting and discharging through the CT Sewer Line, sanitary sewage from the CT Property to the public sanitary sewer force main situated within the right-of-way of U.S. Highway 280. Notwithstanding anything provided in this Agreement to the contrary, the CT Sewer Line shall at all times remain underground.

3. **Maintenance Obligations.**

(a) Promptly following the Completion Date, EBSCO shall transfer and assign to CT by quitclaim bill of sale (i) all rights and interests of EBSCO in and to the CT Sewer Line and (ii) any and all warranties and guarantees, if any, relating to the CT Sewer Line.

(b) From and after the Completion Date, CT shall, at its sole cost and expense, be solely responsible for operating, maintaining, repairing and replacing, if necessary, the CT Sewer Line situated upon the EBSCO Easement Property. CT covenants and agrees to cause the CT Sewer Line to be maintained at all times in a good and workmanlike condition and in accordance with all applicable governmental rules, regulations and requirements.

4. **Miscellaneous Provisions.**

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the then record title owner of the CT Property and the EBSCO Easement Property.

(b) Time is of the essence in the performance of each party hereto of its respective obligations hereunder.

(c) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.


(d) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effective thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and understandings of the parties relating to the subject matter of this Agreement.

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

EBSCO:

EBSCO INDUSTRIES, INC., a Delaware corporation

By: Brooks Knapp
Printed Name: Brooks Knapp
Its: Vice President

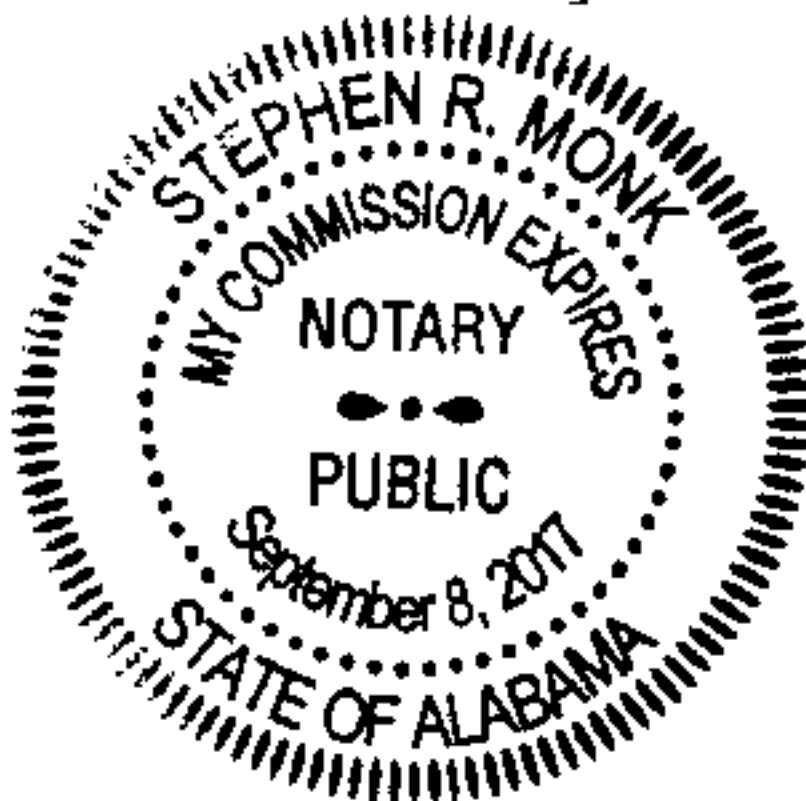
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Brooks Knapp, whose name as Vice President of EBSCO INDUSTRIES, INC., a Delaware 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of February, 2017.

[Signature]
Notary Public
My commission expires: 9/8/2017

[NOTARIAL SEAL]



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CT:

CT BTS, LLC, an Arkansas limited liability company

By: The McLain Group, LLC, an Arkansas limited liability company, Its Manager

By: [Signature]
Printed Name: Christian Baldwin
Title: Manager

STATE OF ARKANSAS)
COUNTY OF Washington)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Christian Baldwin, whose name as Managing Partner of The McLain Group, LLC, an Arkansas limited liability company, as Manager of CT BTS, LLC, an Arkansas 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as Manager of CT BTS, LLC.

Given under my hand and official seal this 22 day of February, 2017.

[Signature]
Notary Public
My commission expires: _____

[NOTARIAL SEAL]

ANN PERRY
Notary Public
Washington County, Arkansas
Comm. Exp. 03/12/18
Commission No. 12364902

This instrument prepared by and upon recording should be returned to:
Stephen R. Monk, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-84290

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EXHIBIT B

Legal Description of CT Property

Lot 2, according to the Tattersall Park Survey No. 1, as recorded in Map Book 46, Page 85 in the Office of the Judge of Probate of Shelby County, Alabama.



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EXHIBIT B

Legal Description of EBSCO Easement Property

A 15 foot wide easement for public utilities lying 7.50 feet each side of, parallel to and abutting a centerline situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West; thence east along the south $\frac{1}{4}$ - $\frac{1}{4}$ section line for a distance of 305.72 feet to a point, said point being a corner of Lot 2, TATTERSALL PARK SURVEY NO. 1, as recorded in Map book 46, Page 85 of the Shelby County Probate Office; thence continue along the south $\frac{1}{4}$ - $\frac{1}{4}$ line and along lot line of said Lot 2 a distance of 25.16 feet to a corner of said Lot 2 and a P.C. (point of curvature) of a curve to the right, having a radius of 30.00 feet and a central angle of $44^{\circ}30'17''$; thence along the arc of said curve and along the lot line of said Lot 2 in a southerly and southeasterly direction a distance of 23.30 feet to a point, said point being the southernmost corner of said Lot 2; thence turn an angle to the left of $180^{\circ}00'00''$ (angle measured to tangent) in a northwesterly direction and along the lot line of said Lot 2 a distance of 117.08 feet to a point; thence turn an angle to the right of $90^{\circ}00'00''$ in a northeasterly direction for a distance of 7.50 feet to the POINT OF BEGINNING; thence turn an angle to the right of $90^{\circ}00'00''$ in a Southeasterly direction a distance of 117.08 feet to the P.C. (point of curvature) of a curve to the right, having a radius of 157.50 feet and a central angle of $38^{\circ}05'37''$; thence continue along the arc of said curve in a southeasterly direction a distance of 104.72 feet to the P.T. (point of tangent) of said curve; thence continue tangent to said curve in a southeasterly direction a distance of 39.12 feet to the P.C. (point of curvature) of a curve to the right, having a radius of 162.40 feet and a central angle of $41^{\circ}24'41''$; thence continue along the arc of said curve in a southeasterly, southerly and southwesterly direction a distance of 117.38 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a southwesterly direction a distance of 139.19 feet to the POINT OF ENDING, said point lying on the Northeasterly right-of-way line of U.S. Highway 280



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