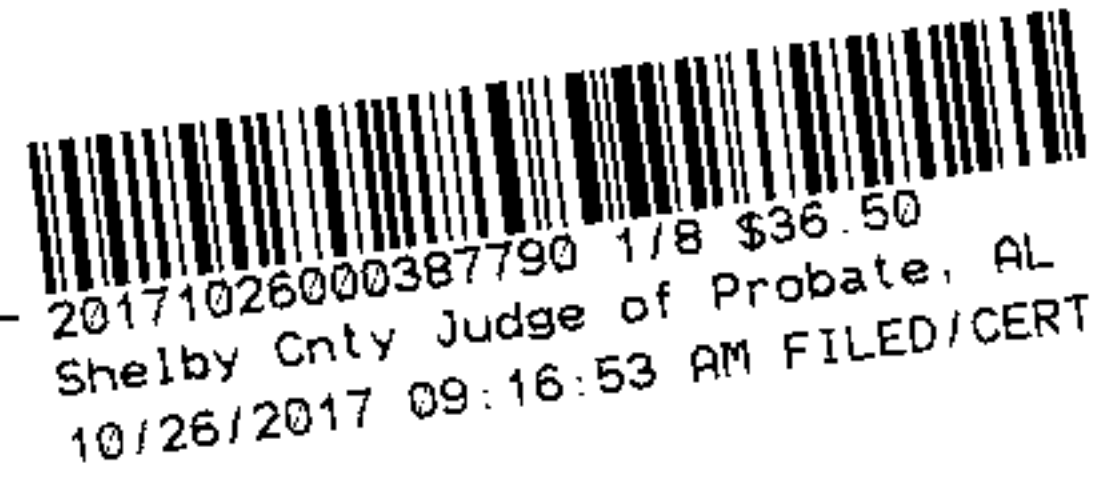


Value = \$500.00

This Instrument Prepared By:
Kelly Thrasher Fox, Esq.
Hand Arendall LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122



STATE OF ALABAMA)
COUNTY OF SHELBY)

SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT ("Agreement") is made and entered into as of the 19th day of October, 2017, by and between D.R. Horton, Inc. - Birmingham, an Alabama corporation ("Grantee") and Gallant Lake, LLC, an Alabama limited liability company ("Grantor").

Recitals:

WHEREAS, Grantee is the owner of that certain parcel of real property located in Shelby County, Alabama, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantee Property");

WHEREAS, Grantor is the owner of that certain parcel of real property located in Shelby County, Alabama, which is situated adjacent to and contiguous with the Grantee Property (the "Grantor Property"); and

WHEREAS, Grantor desires to grant to Grantee a permanent easement and right of way for the purposes of installing underground sewer lines under a portion of the Grantor Property.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, a non-exclusive, permanent and perpetual easement, being fifteen feet (15') in width under, over, across, upon, and through that certain portion of the Grantor Property more particularly described on Exhibit "B" attached hereto (the "Easement"). The Easement may be used by Grantee for the purposes of:

- (a) constructing, installing, operating, maintaining, repairing, and/or replacing as many sewer taps, trunk lines, pipes, wastewater lines, conduits, and sanitary sewer lines as needed (collectively, the "Sewer Lines"); and

- (b) ingress and egress under, over, across, upon, and through the Grantor Property for purposes of maintaining, replacing, and repairing the Sewer Lines.

2. Installation of Sewer Lines. Grantee shall be responsible for all cost and expense associated with the installation of the Sewer Lines and Grantee shall, at its own cost and expense, restore the surface area of any portion of Grantor Property that is disturbed by such installation to the condition it was in immediately prior to Grantee's ground-disturbing activities.

3. Easement Perpetual; Termination. The Easement is intended to run with the land to confer restrictions and benefits on and to the parties hereto, constitutes an equitable servitude, and may be amended only upon the written agreement of the parties hereto or their respective successors and assigns, which agreement must be recorded in the filing office in which this Agreement is recorded. It is the intention of the parties hereto that the holders of all future mortgages and other interests with respect to all or any portion of the Grantor Property shall acquire and/or hold their mortgages and other interests subject and subordinate to this Agreement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

4. Limitations on Use. Grantor and its successors and assigns shall be allowed access and use of the Easement so long as such use does not interfere with the use of the Easement for its intended purpose or obstruct any portion of the Easement; provided, however, that Grantor shall not construct or maintain, or permit to be constructed or maintained, any building, structure, reservoir, excavation or other improvement or obstruction, on, over or under the Easement without the express written consent of the Grantee.

5. Option to Dedicate Sewer Lines. Upon completion of the Sewer Lines, Grantee, in its sole discretion, may dedicate and/or convey the Easement and Sewer Lines to a wastewater management provider, including, but not limited to Pinnacle Wastewater Systems, LLC (the "Wastewater Provider") for the ownership, maintenance, and repair of the Sewer Lines. In the event the Easement and Sewer Lines are dedicated or conveyed to a Wastewater Provider, Grantor acknowledges that, from and after the date of such dedication and/or conveyance, (i) Grantee shall have no further liability or obligation hereunder, (ii) the Wastewater Provider shall assume all of the rights, duties and obligations of Grantee hereunder, and (iii) the Wastewater Provider, rather than Grantee, shall be responsible for the performance of all of the obligations hereunder.

6. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement to the general public or for any public use or purpose, whatsoever.

7. Maintenance of Easement. Except as is hereinafter provided, Grantee shall be responsible for the maintenance and repair of the Sewer Lines. Notwithstanding the foregoing, if Grantor or any guest, lessee, employee, agent or licensee of Grantor damages (where such damage results other than in the normal course of use of the Easement), destroys, or in any way impairs the Sewer Lines or any improvements constructed in, on or under the Easement by

Grantee, Grantee, in its sole discretion, may (a) require Grantor to restore, at Grantor's sole cost and expense, the Easement to its original quality and condition; or (b) restore the Easement and invoice Grantor for Grantee's costs incurred in connection with restoring the damaged portion of the Easement, whereupon Grantor agrees to reimburse Grantee within thirty (30) days of receipt of an invoice for such expenses.

8. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9. Assignment. The Grantee shall have the right and authority to assign to any third party any and all rights to use, and all obligations associated with, the Easement as granted to and accepted by the Grantee herein.

10. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto, Grantee's successors and permitted assigns, and successor owners of the Grantor Property or any portion thereof.

11. Title to Easement. Grantor represents and warrants that it has the right, title, capacity to enter into this Agreement and that it further has full right and lawful authority to grant, bargain, sell, and convey the Easement in the manner and form as set forth herein. Grantor agrees to indemnify, defend and hold harmless the Grantee against any and all claims for trespass or property damage brought by any third party who claims an interest in the Easement.

12. Attorney's Fees. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

14. Severability. Invalidity of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

15. Governing Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTOR:

GALLANT LAKE, LLC, an Alabama
limited liability company

By: [Signature]
Name: Connor Farmer
As Its: Member

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned Notary Public in and for said County in said State, hereby certify that Connor Farmer whose name as the member of Gallant Lake, LLC, an Alabama limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 24th day of October, 2017.

{SEAL}



[Signature]
NOTARY PUBLIC
My Commission Expires: March 12, 2018

[Remainder of Page Intentionally Left Blank—
Grantee's Signature and Notary Acknowledgment Follow on Next Page]

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Shelby Cnty Judge of Probate, AL
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GRANTEE:

D.R. HORTON, INC.—BIRMINGHAM,
an Alabama corporation

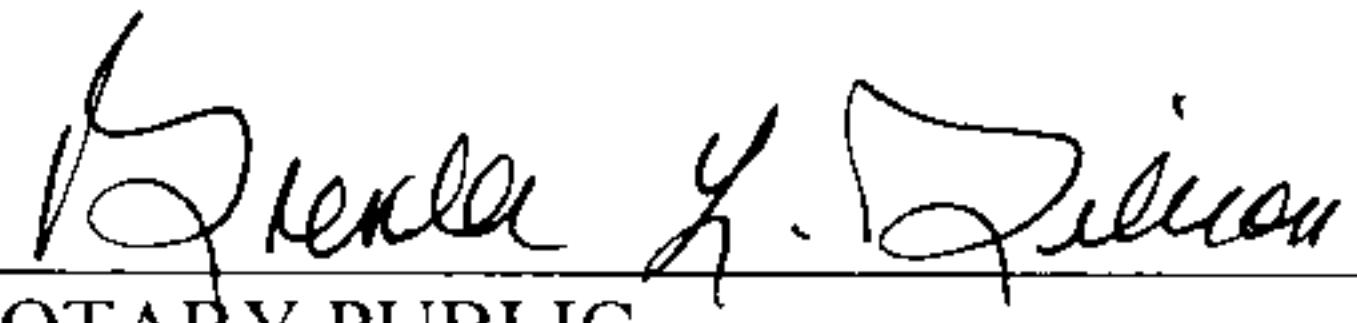
By: 
Julia A. Dummitt
As Its Assistant Secretary

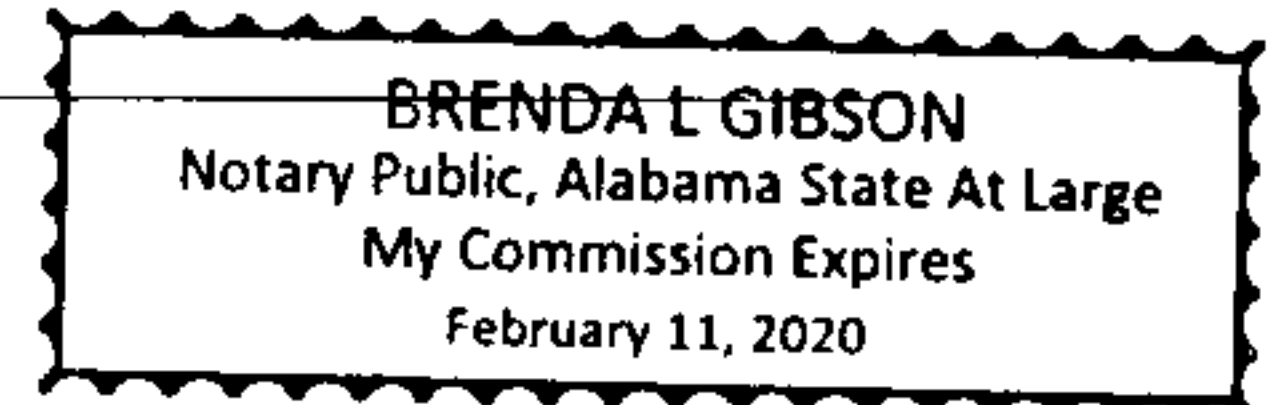
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Julia A. Dummitt, whose name as Assistant Secretary of D.R. Horton, Inc. - Birmingham, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this 19th day of October, 2017.

{SEAL}


NOTARY PUBLIC
My Commission Expires:





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EXHIBIT "A"
DESCRIPTION OF GRANTEE PROPERTY

A parcel of land situated in the North 1/2 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:


BEGIN at a 1" bolt at the NW corner of the NE 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence N 89°16'47" E along the north line of said 1/4-1/4 section a distance of 306.18 feet to the centerline of Hurricane Creek; thence S 09°32'51" E leaving said 1/4-1/4 section line and along said centerline a distance of 8.75 feet to a point; thence S 03°55'40" E along said centerline a distance of 20.45 feet to a point; thence S 21°48'05" E along said centerline a distance of 5.20 feet to a point; thence; thence S 45°33'15" E along said centerline a distance of 13.00 feet to a point; thence S 51°08'06" E along said centerline a distance of 14.51 feet to a point; thence S 72°15'55" E along said centerline a distance of 14.82 feet to a point; thence S 39°38'34" E along said centerline a distance of 5.06 feet to a point; thence S 31°37'15" W leaving said centerline a distance of 608.65 feet to a point; thence S 74°08'38" W a distance of 114.49 feet to a point; thence N 08°01'43" W a distance of 190.50 feet to a point; thence N 48°23'34" W a distance of 399.86 feet to a point; thence S 89°25'02" W a distance of 507.19 feet to a point on the easterly right-of-way of Shelby County Hwy 93, said point also being a point on a non-tangent curve to the right having a central angle of 15°44'06" and a radius of 538.73 feet, said curve subtended by a chord bearing N 03°05'31" W and a chord distance of 147.49 feet; thence along the arc of said curve and along said right-of-way a distance of 147.95 feet to a rebar capped EDG on the north line of NW 1/4 of the NW 1/4 of said section; thence N 89°47'18" E leaving said right-of-way and long said north line a distance of 365.80 feet to a 1/2" rebar capped R Moore; thence N 89°06'48" E along the north line of said 1/4-1/4 section a distance of 555.36 feet to the POINT OF BEGINNING. Said parcel contains 7.74 acres, more or less.


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EXHIBIT "B"
DESCRIPTION OF EASEMENT

An easement situated in the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" bolt at the NE corner of the NW 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama; thence S 89°06'48" W along the north line of said 1/4-1/4 section a distance of 555.36 feet to a 1/2" rebar capped R Moore; thence S 89°47'18" W along said north line a distance of 365.80 feet to a rebar capped EDG on the easterly right-of-way of Shelby County Hwy 93, said point also being a point on a non-tangent curve to the right having a central angle of 15°42'52" and a radius of 539.44 feet, said curve subtended by a chord bearing S 03°05'13" E and a chord distance of 147.49 feet; thence along the arc of said curve and along said right-of-way a distance of 147.95 feet to the POINT OF BEGINNING of the southwesterly side of a 15' sanitary sewer easement lying 15' northeasterly and parallel to described line, said point also being a point on compound curve having a central angle of 38°06'57" and a radius of 539.44 feet, said curve subtended by a chord bearing S 30°00'08" E and a chord distance of 352.28 feet; thence along the arc of said curve and along said right-of-way a distance of 358.86 feet to a rebar capped EDG; thence S 49°03'37" E along said right-of-way a distance of 1372.12 feet to the intersection of said right-of-way and the northerly right-of-way of a proposed road, said point also being a point on a non-tangent curve to the right having a central angle of 88°53'25" and a radius of 205.00 feet, said curve subtended by a chord bearing N 86°30'30" E and a chord distance of 287.09 feet; thence along the arc of said curve leaving said right-of-way and along proposed right-of-way a distance of 318.04 feet to proposed Lot 122 of Creekview, said point also being the END of said easement.


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