


## SEWER EASEMENT AGREEMENT

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

  
20180122000020650 1/11 \$45.50  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:32 AM FILED/CERT

STATE OF ALABAMA       )  
COUNTY OF SHELBY     )     \$500 Consideration

## SEWER LINE EASEMENT

THIS SEWER LINE EASEMENT ("Agreement") is made and entered into as of the 12<sup>th</sup> day of January, 2018, by and between **D.R. Horton, Inc. - Birmingham**, an Alabama corporation ("Grantee") and **Chelsea Park Holding, LLC**, a Delaware 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, 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 substantially the condition it was in immediately prior to Grantee's ground-disturbing activities.

3. Easement Perpetual; Termination. The Easement is perpetual, 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 to and use of the Easement so long as such use does not unreasonably interfere with the use of the Easement by Grantee 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 Double Oak Water Reclamation (DOWR) (the "Wastewater Provider") for the ownership, maintenance, and repair of the Sewer Lines, provided that Grantee will grant an easement to the Wastewater Provider in such locations as are reasonably acceptable to Grantee to allow Grantor's additional lands to use the Easement and Sewer Lines to the extent required under the Grantor's sewer agreement for the Grantor's additional property. 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 and 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.

[Remainder of Page Intentionally Left Blank—Signatures Follow on Subsequent Pages]

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:**

**Chelsea Park Holding, LLC**, a Delaware limited liability company

By: *Douglas D. Edleman*  
Name: DOUGLAS D. EDDLEMAN  
As Its: MANAGING MEMBER

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County in said State, hereby certify that Douglas D. Edleman, whose name as the Managing Member of **Chelsea Park Holding, LLC**, a Delaware 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 Managing Member 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 12<sup>th</sup> day of January, 2018.

{SEAL}



*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 6-2-2019

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



20180122000020650 5/11 \$45.50  
Shelby Cnty Judge of Probate, AL  
01/22/2018 09:24:32 AM FILED/CERT

**GRANTEE:**

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

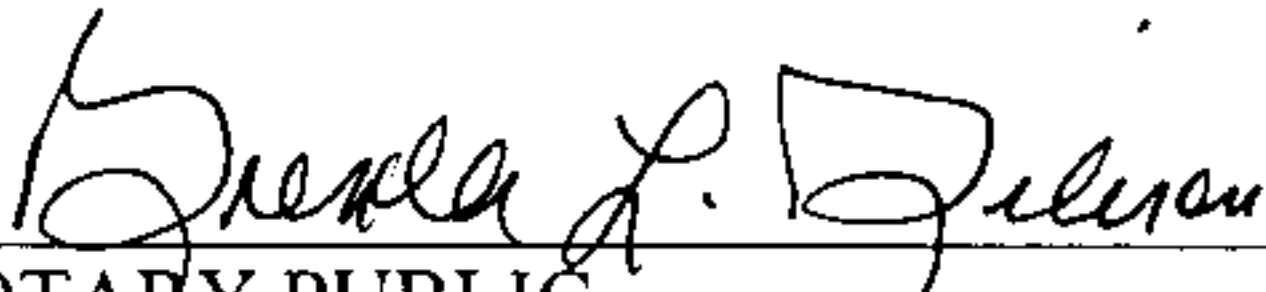
By:   
Julia L. Dummitt, Assistant Secretary

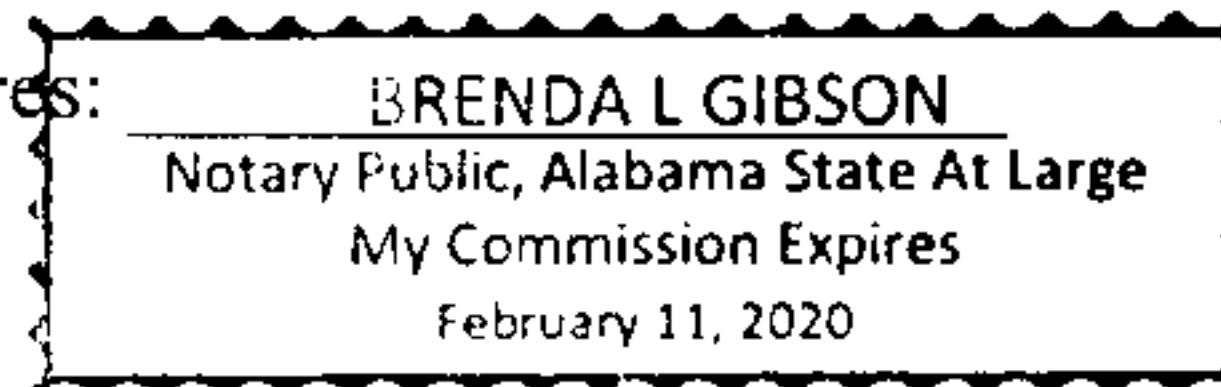
STATE OF ALABAMA  
COUNTY OF Shelby


I, the undersigned notary public in and for said County in said State, hereby certify that Julia L. Dummitt, whose name as Assistant Secretary of D.R. Horton, Inc. - Birmingham, an Alabama corporation, 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 this agreement, she, 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 this 4th day of January, 2018.

{SEAL}

  
NOTARY PUBLIC  
My Commission Expires:



  
20180122000020650 6/11 \$45.50  
Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "A"**  
**DESCRIPTION OF GRANTEE PROPERTY**

PARCEL A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTHEAST 1/4 OF SECTION 30, THE NORTHEAST 1/4 OF SECTION 31, THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST SHELBY COUNTY, ALABAMA THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR 654.05 FEET;; TO THE POINT OF BEGINNING: THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 345.71 FEET; THENCE RUN NORTH 85 DEGREES 42 MINUTES 59 SECONDS WEST FOR 169.42 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 50 SECONDS WEST FOR 114.91 FEET; THENCE RUN SOUTH 88 DEGREES 08 MINUTES 18 SECONDS WEST FOR 177.81 FEET; THENCE RUN NORTH 78 DEGREES 33 MINUTES 11 SECONDS WEST FOR 73.63 FEET; THENCE RUN SOUTH 59 DEGREES 35 MINUTES 50 SECONDS WEST FOR 148.28 FEET; THENCE RUN SOUTH 09 DEGREES 43 MINUTES 30 SECONDS WEST FOR 99.85 FEET; THENCE RUN SOUTH 16 DEGREES 07 MINUTES 39 SECONDS EAST FOR 106.30 FEET; THENCE RUN SOUTH 03 DEGREES 39 MINUTES 08 SECONDS WEST FOR 152.50 FEET; THENCE RUN SOUTH 20 DEGREES 21 MINUTES 06 SECONDS WEST FOR 52.20 FEET; THENCE RUN SOUTH 21 DEGREES 35 MINUTES 21 SECONDS WEST FOR 87.67 FEET; THENCE RUN SOUTH 01 DEGREES 28 MINUTES 53 SECONDS EAST FOR 113.74 FEET; THENCE RUN SOUTH 03 DEGREES 33 MINUTES 43 SECONDS EAST FOR 161.20 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 124.19 FEET; THENCE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 24.83 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 43 DEGREES 49 MINUTES 40 SECONDS EAST FOR 19.68 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 129.35 FEET; THENCE RUN NORTH 65 DEGREES 20 MINUTES 36 SECONDS EAST FOR 599.77 FEET; THENCE RUN NORTH 06 DEGREES 45 MINUTES 15 SECONDS WEST FOR 281.25 FEET; THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 157.34 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 659,319.06 SQ. FT. OR 15.14 ACRES MORE OR LESS.

PARCEL B

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.



COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28" WEST FOR 63.98 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 28.37 FEET; THENCE RUN NORTH 15 DEGREES 47 MINUTES 01 SECONDS WEST FOR 155.60 FEET; THENCE RUN NORTH 63 DEGREES 20 MINUTES 31 SECONDS WEST FOR 127.79 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 22 SECONDS WEST FOR 226.12 FEET; THENCE RUN SOUTH 40 DEGREES 24 MINUTES 09 SECONDS WEST FOR 590.69 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF NORTH 41 DEGREES 04 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 138.89 FEET; THENCE RUN ALONG SAID ARC FOR 140.90 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 38 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 34.66 FEET; THENCE RUN ALONG SAID ARC FOR 38.30 FEET; THENCE RUN NORTH 26 DEGREES 28 MINUTES 29 SECONDS WEST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 13 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 29.75 FEET; THENCE RUN ALONG SAID ARC FOR 29.80 FEET; THENCE RUN SOUTH 74 DEGREES 54 MINUTES 31 SECONDS WEST FOR 77.71 FEET; THENCE RUN SOUTH 14 DEGREES 56 MINUTES 05 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 13.84 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 63 DEGREES 31 MINUTES 29 SECONDS EAST, AND A CHORD LENGTH OF 33.17 FEET; THENCE RUN ALONG SAID ARC FOR 36.27 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 314.04 FEET; THENCE RUN ALONG SAID ARC FOR 330.50 FEET; THENCE RUN SOUTH 04 DEGREES 55 MINUTES 15 SECONDS WEST FOR 95.00 FEET; THENCE RUN SOUTH 76 DEGREES 27 MINUTES 32 SECONDS EAST FOR 65.62 FEET; THENCE RUN SOUTH 86 DEGREES 01 MINUTES 14 SECONDS EAST FOR 67.94 FEET; THENCE RUN NORTH 85 DEGREES 13 MINUTES 31 SECONDS EAST FOR 70.56 FEET; THENCE RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST FOR 70.43 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 28 SECONDS EAST FOR 70.42 FEET; THENCE RUN NORTH 45 DEGREES 39 MINUTES 18 SECONDS EAST FOR 62.68 FEET; THENCE RUN NORTH 43 DEGREES 35 MINUTES 03 SECONDS EAST FOR 255.00 FEET; THENCE RUN NORTH 47 DEGREES 06 MINUTES 57 SECONDS EAST FOR 131.20 FEET; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 45.72 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 323300.63 SQ. FT. OR 7.42 ACRES MORE OR LESS.



**EXHIBIT "B"**  
**DESCRIPTION OF EASEMENT**

**EASEMENT #1**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 43 DEGREES 07 MINUTES 23 SECONDS EAST FOR 19.25 FEET; THENCE RUN NORTH 87 DEGREES 58 MINUTES 54 SECONDS EAST FOR 146.55 FEET; THENCE RUN SOUTH 89 DEGREES 35 MINUTES 06 SECONDS EAST FOR 92.10 FEET; THENCE RUN SOUTH 47 DEGREES 42 MINUTES 57 SECONDS EAST FOR 40.64 FEET TO THE END POINT OF SAID CENTERLINE.

**EASEMENT #2**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET; THENCE RUN NORTH 43 DEGREES 07 MINUTES 23 SECONDS EAST FOR 19.25 FEET; THENCE RUN NORTH 87 DEGREES 58 MINUTES 54 SECONDS EAST FOR 146.55 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN SOUTH 00 DEGREES 40 MINUTES 04 SECONDS WEST FOR 18.84 FEET TO THE END POINT OF SAID CENTERLINE.

**EASEMENT #3**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 99.85 FEET; THENCE RUN NORTH 59 DEGREES 35 MINUTES 50 SECONDS EAST FOR 148.28 FEET; THENCE RUN SOUTH 78 DEGREES 33 MINUTES 11 SECONDS EAST FOR 73.63 FEET; THENCE RUN NORTH 88 DEGREES 08 MINUTES 18 SECONDS EAST FOR 133.29 FEET; THENCE RUN NORTH 43 DEGREES

07 MINUTES 23 SECONDS EAST FOR 19.25 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 44 DEGREES 33 MINUTES 39 SECONDS WEST FOR 40.64 FEET TO THE END POINT OF SAID CENTERLINE.

**EASEMENT #4**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 23.48 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN NORTH 80 DEGREES 16 MINUTES 43 SECONDS WEST FOR 103.44 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 22 SECONDS WEST FOR 275.17 FEET TO THE END POINT OF SAID CENTERLINE.

**EASEMENT #5**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 27.95 FEET; THENCE RUN NORTH 03 DEGREES 39 MINUTES 08 SECONDS EAST FOR 102.12 FEET; THENCE RUN NORTH 16 DEGREES 07 MINUTES 39 SECONDS WEST FOR 106.30 FEET; THENCE RUN NORTH 09 DEGREES 43 MINUTES 30 SECONDS EAST FOR 23.48 FEET; THENCE RUN NORTH 80 DEGREES 16 MINUTES 43 SECONDS WEST FOR 103.44 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20' SANITARY SEWER EASEMENT; THENCE RUN SOUTH 26 DEGREES 37 MINUTES 01 SECONDS WEST FOR 37.80 FEET TO THE END POINT OF SAID CENTERLINE.

**EASEMENT #6**

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 1026.11; THENCE RUN SOUTH 00 DEGREES 51 MINUTES 32 SECONDS EAST FOR 52.75 FEET TO THE TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 10' SANITARY SEWER EASEMENT AND A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 56 DEGREES 30 MINUTES 16 SECONDS WEST, AND A CHORD LENGTH OF 45.00 FEET; THENCE RUN ALONG SAID ARC FOR 50.88 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 475.70 FEET, A CHORD BEARING OF NORTH 02 DEGREES 41 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 175.13 FEET; THENCE RUN ALONG SAID ARC FOR 176.13 FEET; THENCE RUN NORTH 75 DEGREES 28 MINUTES 27 SECONDS WEST FOR 40.01 FEET TO THE END POINT OF SAID CENTERLINE.



