

PERPETUAL RIGHT-OF-WAY AND EASEMENT AGREEMENT

(Sanitary Sewer Line)


FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Premier Kings, Inc. and Premier Cajun Kings, LLC** (hereinafter referred to as "Grantors" whether one or more) have irrevocably granted, bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell and convey unto Enviro-Systems, LLC, (hereinafter referred to as "Grantee") the perpetual and non-exclusive right and easement on, under, over, across and through the following described property:

A 10' wide sanitary sewer easement in the Southeast Quarter of the Southwest Quarter of Section 28, Township 19 South, Range 2 East in Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of Section 28 and run East along the South line of said Section for 2518.2 feet, thence turn a deflection angle to the left of 89° 44' 41" and run in a Northerly direction for 820.2 feet to an existing 1" pipe on the North right-of-way of U.S. Highway 280 (variable right-of-way), thence turn a deflection angle to the left of 71° 27' 35" and run in a Northwesterly direction along right-of-way for 25.00 feet to a 5/8" rebar set at the Point of Beginning of said easement which lies 10' North of and Parallel to the following described line, thence turn a deflection angle of 180° and run in a reverse course along said North right-of-way for 137.0 feet to the West line of the Instrument Number 20190201000034020 to the end of said Easement.

And as shown on Exhibit A, attached hereto and made a part hereof, for purposes of (i) surveying, clearing, excavating, laying, constructing, testing, operating, inspecting, maintaining, protecting, repairing, replacing, changing the size of, altering, relocating, removing, and abandoning in place, one or more pipelines for wastewater supply and or wastewater/discharge, together with all necessary and appropriate appliances, appurtenances, machinery, apparatus, equipment, fixtures, improvements and facilities related thereto deemed by the Grantee to be necessary or desirable in connection therewith (hereinafter collectively referred to as the "Pipeline") which are capable of transporting wastewater along, on, under, over and through the Easement Area; (ii) transporting wastewater through such Pipeline; (iii) installing and maintaining signs along the Easement Area identifying the area as the location of a Pipeline; (iv) cutting, clearing, removing and disposing of, from time to time, all trees, shrubs, and other vegetation in the Easement Area, and to remove and dispose of all natural or man-made obstructions in the Easement Area, as Grantee may deem necessary for the safe operation and maintenance of the Pipeline and related facilities; (v) such other rights as may be necessary or convenient for the enjoyment of the privileges provided by this Perpetual Right-of-Way and Easement Agreement (herein referred to as the "Easement Agreement").

Further, Grantors has hereby granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee a temporary non-exclusive right and easement consisting of the construction easement area identified and escribed as follows:

Shelby County, AL 08/22/2019
State of Alabama
Deed Tax: \$.50


20190822000308660 1/5 \$27.50
Shelby Cnty Judge of Probate, AL
08/22/2019 01:17:16 PM FILED/CERT

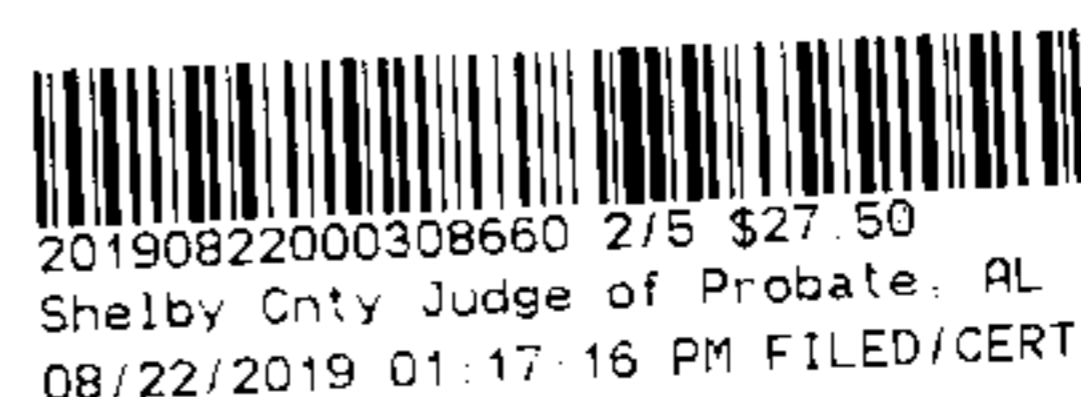
A 10' Temporary Construction Easement, adjacent and parallel to the above described 10' wide permanent utility easement, situated in Section 28, Township 19 South, Range 2 East, Huntsville Principal Meridian, Shelby County, Alabama.

And as shown on Exhibit A, attached hereto and made a part hereof, described as the Temporary Construction Easement, together with additional temporary work space at roads, side hill cuts, wetlands or other areas with special construction conditions (collectively the "Construction Easement", the Temporary Construction Area and the Perpetual Easement Area being hereinafter sometimes collectively referred to as the "Easement Areas"), for the purposes and a terms so long as necessary to clear, excavate, lay and construct the aforementioned pipeline and do all things reasonably necessary and incident to the initial construction of the pipeline and any additions, repairs and replacements thereof. Grantee shall be permitted to clear the Temporary Construction Easement Area of trees, shrubs, vegetation and other obstructions so as to permit use of the Temporary Construction Easement Area for the foregoing purposes.

Grantors covenants to use the Easement Area for purposes compatible with such rights as granted to Grantee in or permitted by this Easement Agreement and shall not construct or permit any buildings, structures, fences, trees, hedges or other obstructions to be erected or placed upon the Easement Area, or to substantially change the grade of the Easement Area, or create or permit any condition whereby standing water would accumulate on the Easement Area, or to otherwise interfere with or permit any other person to interfere with Grantee's use and enjoyment of easements, rights and/or privileges granted under this Easement Agreement.

Grantee shall repair or replace in a good and workmanlike manner all fences and drain systems disturbed or cut during the construction, maintenance or operation of the Pipeline laid hereunder; and, if not repaired or replaced, Grantee agrees to pay or cause to be paid to the Grantors and the Grantor's tenants, if any, of the Easement Area at the time of the completion of the construction heretofore, according to the respective interests, the reasonable value of any damages to improvements that are sustained by reason of Grantee exercising any rights herein granted. Grantee shall upon completion of the laying of the Pipeline, as soon as reasonably possible, seed and restore the surface of the Easement Area to substantially the same condition existing prior to construction of the Pipeline.

Grantee, and its successors and assigns, shall have the full right and authority to lease, sell, assign, collaterally assign, encumber, transfer and/or convey to others and each other the estates, interests, rights, and privileges herein granted, in whole or in part, without the prior consent of Grantor, it being understood and agreed by Grantors that the estates, interests, rights, and privileges herein granted are divisible, and that Grantee and its successors and assigns, may grant to other parties easements and rights to use the Easement Area for the same or for an additional pipeline or pipelines consistent with the terms of this Easement Agreement without further compensation to Grantor. Any assignment by Grantee, or its successors or assigns, of all of its or their respective rights hereunder shall completely relieve the assignor of any obligation or further liability hereunder. The easements set forth in this Easement Agreement shall be for the use, benefit and enjoyment of Grantee, and each of its designated successors, successors-in-title, grantees and assigns, and their respective agents, employees, servants, tenants, subtenants, licensees, permittees, customers, invitees, contractors, subcontractors, lenders and any other party holding a collateral interest in the property or rights of Grantee. This Easement Agreement, each and all of its terms, conditions and provisions, and the easements, rights, and privileges created hereby shall be binding upon and inure to the benefit of Grantee and Grantors and their respective designated heirs, devisees, executors, administrators, personal



representatives, successors, successors-in-title, grantees, assignees, and their respective tenants, subtenants, licensees, permittees, customers, lenders and any other party holding a collateral interest in the property or rights of Grantee or Grantor. In addition to the easement in gross hereinabove described, Grantors agrees that all of the easements, rights and privileges, set forth herein shall touch, concern, burden and run with the title to the Easement Area and the adjoining land, collectively as the servient tenement, and shall be appurtenant to, touch, concern and run with the title to the lands now or hereafter owned or leased by Grantee, or its respective designated successors, successors-in-title, grantees and assigns located in Morgan County, Alabama, collectively the dominant tenement. Any conveyances of said dominant tenement, or any part thereof, to any person or entity, shall only convey the rights, privileges, duties and obligations contained in this Easement Agreement if specific mention is made of this Easement Agreement or if a specific conveyance is made of, or subject to, the easements, rights, privileges, duties and obligations contained herein.

The interpretation, construction and performance of this agreement shall be governed by the laws of the State of Alabama. Grantors covenants with Grantee that (i) Grantors alone is the fee Simple owner of record of the Easement Area and the adjoining land, is lawfully seized and possessed of the Easement Area and the adjoining land, and has a good and lawful right to grant and convey the easements, rights and privileges granted hereunder, and (ii) the Easement Area are free from all leases, liens (other than ad valorem tax liens), mortgages, deeds of trust and other encumbrances, and there are no persons or entities, other than Grantor, with rights to the timber situated in the Easement Area.

Grantors understands, acknowledges and agrees that the Grantee may obtain title insurance insuring the rights, title and interests of Grantee under this Easement Agreement free of any liens or encumbrances. Grantors agrees that if Grantee determines that any further affidavits, instruments or other actions are necessary or desirable to enable Grantee to obtain such title insurances or carry out the terms of this Easement Agreement then Grantors will reasonably work with Grantee to obtain such requests without further compensation to Grantor.

TO HAVE AND TO HOLD said easements, rights and privileges, together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantee, and its respective successors and assigns forever. Grantors do hereby bind himself or herself and his or her respective heirs, executors, administrators, personal representatives, successors, successors-in-title and assigns to warrant and forever defend Grantee's title to the Easement Area, possession thereof and all and singular the easements, rights and privileges granted hereunder unto Grantee, and its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed under seal on this 7 day of August, 2019.

GRANTOR

By: 

Name and Title

Premier Kings, Inc. - Burger King

Easement - Harpersville
Premier Cajun Kings, LLC - Popeye's
Premier Kings, Inc. - Burger King



20190822000308660 3/5 \$27.50
Shelby Cnty Judge of Probate, AL
08/22/2019 01:17:16 PM FILED/CERT

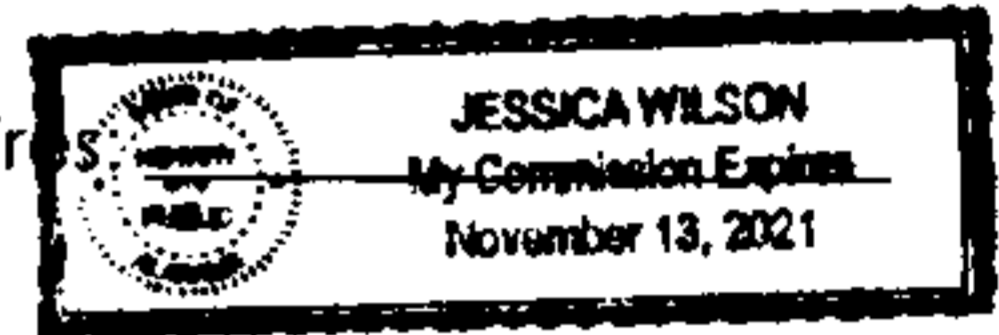
STATE OF ALABAMA)
Montgomery COUNTY)

I, Jessica Wilson, a Notary Public in and for said County in said State, hereby certify that Manray Sidhu, whose name 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of August, 2019.

Jessica Wilson
Notary Public

My commission expires



[Notary Seal]

GRANTOR:

By: [Signature]
Name and Title
Premier Cajun Kings, LLC – Popeye's

STATE OF ALABAMA)
_____ COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2019.

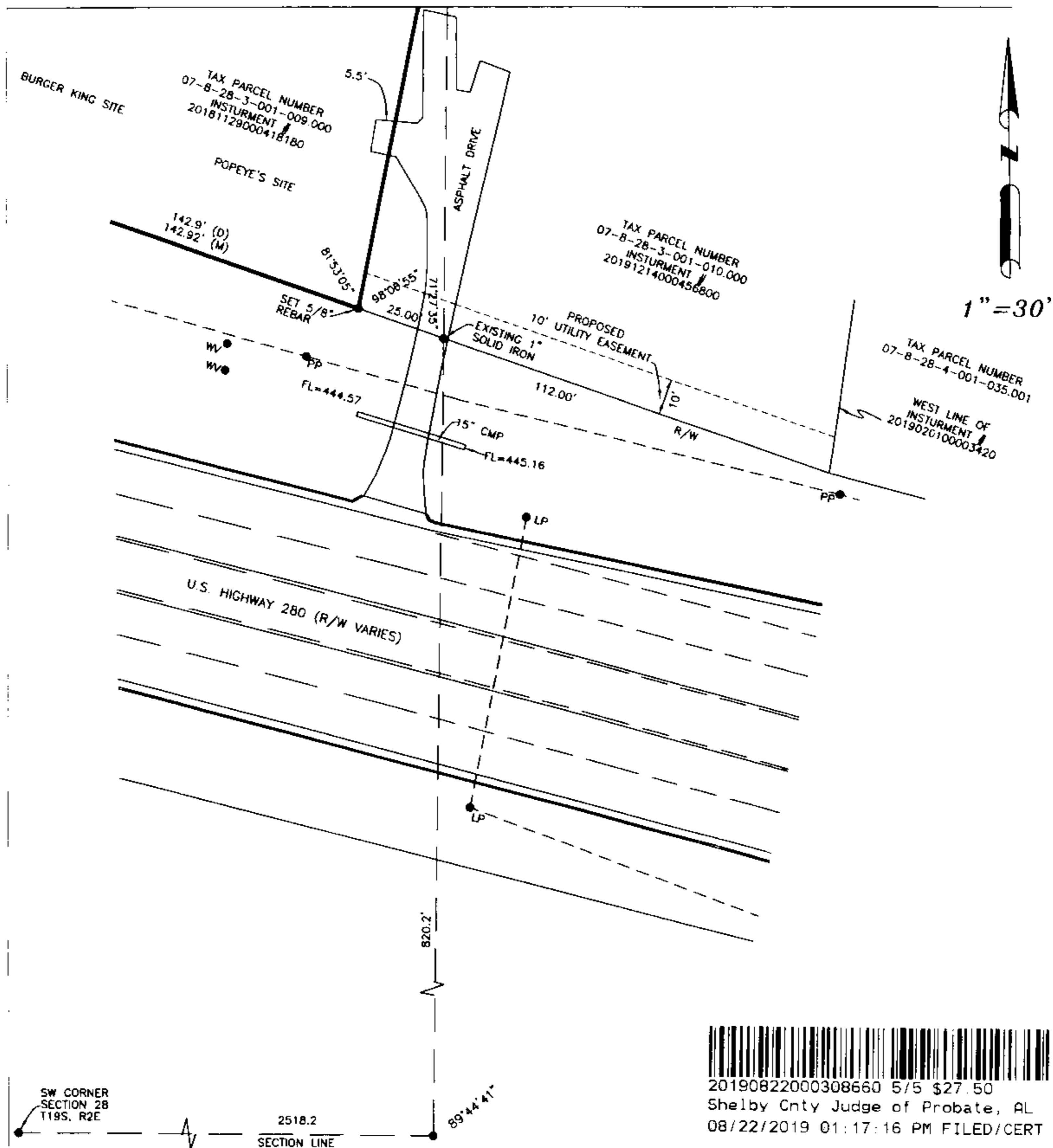
Notary Public

My commission expires: _____

[Notary Seal]

Easement – Harpersville
Premier Cajun Kings, LLC – Popeye's
Premier Kings, Inc. – Burger King

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Derrol D. Luker

Derrol D. Luker
License No. 23006
Luker and Company Land Surveying
CA-0587-LS



**10' SANITARY SEWER EASEMENT AT THE
HAPERSVILLE BURGER KING & POPEYES SITE
IN THE SE 1/4 OF SW 1/4 OF SECTION 28,
T19S, R2E IN SHELBY COUNTY, ALABAMA**

DRAWN	DATE 7/12/2019	LUKER AND COMPANY LAND SURVEYING DERROL D. LUKER P.O. BOX 305 PELL CITY, AL 35125 (205) 338-2425
REVISIONS		
SCALE 1"=30'	lukerandco@gmail.com	