

Upon recordation, return to:

M. Lee Johnsey, Jr.
BALCH & BINGHAM LLP
1901 Sixth Avenue North
Suite 1500
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement (this "Agreement") is entered into as of April 15, 2020 (the "Effective Date"), by and between **FRANCES WALKER** (hereinafter referred to as "Grantor"), and **WF ALABASTER, LLLP**, an Alabama limited liability limited partnership (hereinafter referred to as "Grantee"). Grantor and Grantee are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property located in Shelby County, Alabama, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Grantor Property").

B. Grantee is the owner of certain real property adjacent to the Grantor Property, which is more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "Subject Property").

C. Grantee desires to obtain for the benefit of the Subject Property and Grantee's successors and assigns, customers, agents, invitees, guests, tenants and licensees certain easements and rights to the to the Grantor Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of TEN AND NO/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. Subject to the terms of this Agreement, Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns:

(a) a non-exclusive, uninterrupted, perpetual easement, right and privilege to enter upon the Grantor Property and any real property owned by Grantor contiguous to the Grantor Property (the "Easement" and such area shall hereinafter be referred to as the "Easement");

Area”), for the installation, connection, use, maintenance, repair, enlargement and replacement of a sanitary sewer line within the Sewer Easement Area to service the Subject Property (the “Sewer Work”), together with any necessary and additional appurtenance and infrastructure, including but not limited to valve boxes, sewer clean outs, valve vaults, fire hydrants, manholes and pressure relief valves, and all rights and privileges necessary and convenient in connection therewith, including without limitation the right of ingress and egress to and from the Grantor Property for the purpose of maintaining or repairing any surface water detention and sewer facilities; provided, however, that Grantee shall, at its expense, promptly repair and replace to substantially the same condition as existed immediately prior the commencement of the Sewer Work, all damage to the Grantor Property caused in connection with the installation, maintenance, repair or replacement of such sanitary sewer line; and

2. Indemnification. Grantee shall protect, indemnify, defend and hold Grantor and its successors and assigns, and all of their respective agents, employees, officers, representatives and invitees, harmless from and against any and all liability, claims, demands, damages, actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature (whether in law or in equity), costs, expenses, including attorneys’, paralegals’ and expert witnesses’ fees and other legal expenses, for injury or death to persons or damage to property, which arises out of or is related to the following: (a) the failure by Grantee, or its successors or assigns, or any of their respective agents, employees, contractors or subcontractors, to abide by the provisions of this Agreement; and (b) the use by Grantee, or its successors or assigns, or any of their respective agents, employees, contractors or subcontractors, of the Easement Area. The indemnity contained in this Section 2 shall survive the expiration of or other termination of this Agreement.

3. Sewer Easement Runs With Land. The Sewer Easement runs with the land, is intended to confer restrictions and benefits on and to the Parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of the Parties hereto or their respective successors and assigns with respect to the Subject Property and the Grantor Property, respectively, which agreement must be recorded in the filing office in which this Agreement is recorded; and it is the intention of the Parties hereto that the holders of all existing and future mortgages and other interests with respect to all or any portion of either the Subject Property or the Grantor Property shall acquire and/or hold their respective mortgages and other interests subject and subordinate to this Agreement and the Sewer Easement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Sewer Easement or this Agreement in any respect.

4. Charges, Barriers Prohibited. Grantor shall not (i) impose or attempt to impose any charges or fees for the rights granted herein; (ii) erect any physical barriers to impair the rights granted herein; or (iii) unreasonably prevent, hinder or interfere in any way with the right of ingress and egress to the Sewer Easement Area.

5. Benefits. This Agreement shall inure to the benefit of Grantee and be binding upon Grantor and Grantor’s successors and assigns and the rights and obligations and benefits and burdens granted and imposed hereby shall benefit and burden the Grantor only with respect to the periods during which Grantor holds title to the Grantor Property and shall be covenants

which run with the land and shall benefit and burden the Grantor Property and the successors in title thereto.

6. Assignment. Grantee shall be permitted to assign any and all of its rights and obligations provided for in this Agreement to the Alabaster Water Board or another applicable sewer and/or water governmental authority without the consent of Grantor. Other than Grantee's assignment to the Alabaster Water Board or another applicable sewer and/or water governmental authority, no assignment of any rights or delegation of any obligations provided for herein shall be made by any Party without the prior written consent of the other Party hereto.

7. Time of Essence. Time is of the essence with respect to the performance of each and every term, condition and obligation of this Agreement.

8. Non-Waiver. In the event any covenant contained in this Agreement is breached by any Party and thereafter waived or otherwise not enforced by another Party, such waiver or acquiescence shall be limited to that particular breach and shall not be deemed to waive any other breach hereunder or the exercise of any remedy with respect thereto.

9. Notices. All notices, statements, demands, approvals or other communications to be given under or pursuant to this Agreement shall be in writing and shall be delivered in person, by nationally recognized overnight courier service or by U.S. certified mail, postage prepaid. The address of each Party for purposes of this Section is as follows:

If to Grantor:

Frances Walker
c/o Dixie Walker
2172 Pelham Parkway, Suite 103A
Pelham, AL 35124

If to Grantee:

WF Alabaster, LLLP
Attn: Matthew G. Scarola
3010 3rd Avenue South
Birmingham, AL 35233

With a copy to:

M. Lee Johnsey, Jr.
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

11. Severability. In case any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this

Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. 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 gender neutral.

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

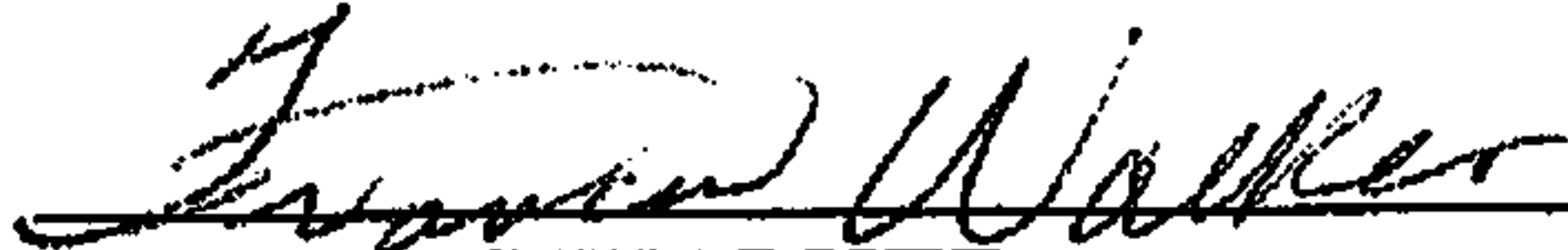
14. Amendment. This Agreement may not be changed, modified, or amended, in whole or in part, except by an instrument in writing executed by both Parties to this Agreement.

15. Entire Agreement; Construction. This Agreement constitutes the entire and complete agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the Parties hereto. Each party acknowledges that it has been represented or has had the opportunity to be represented by counsel in connection with the drafting and preparation of this Agreement. No provision of this Agreement is to be interpreted for or against any Party because that Party, or that Party's representative, drafted or participated in the drafting of such provision.

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IN WITNESS WHEREOF, the undersigned Parties hereby execute this Agreement on the 15th day of April, 2020.

GRANTOR:

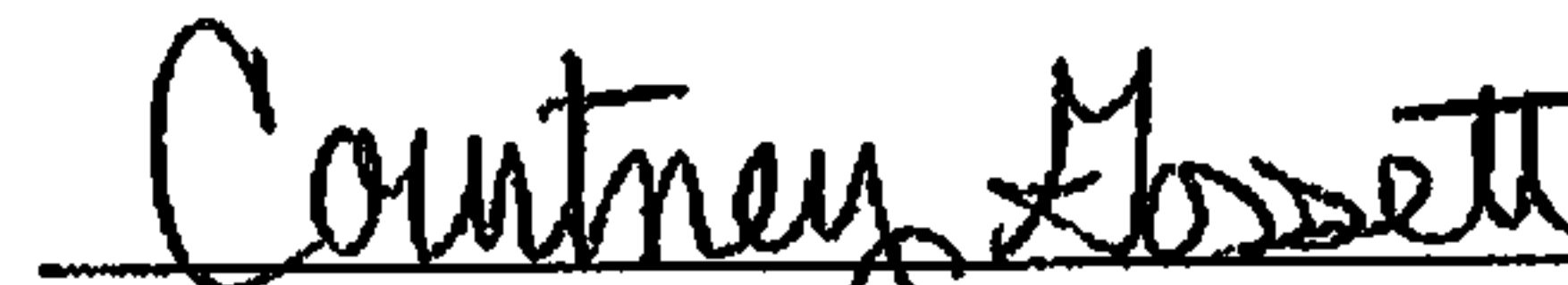

FRANCES WALKER

STATE OF Alabama

COUNTY OF Blount

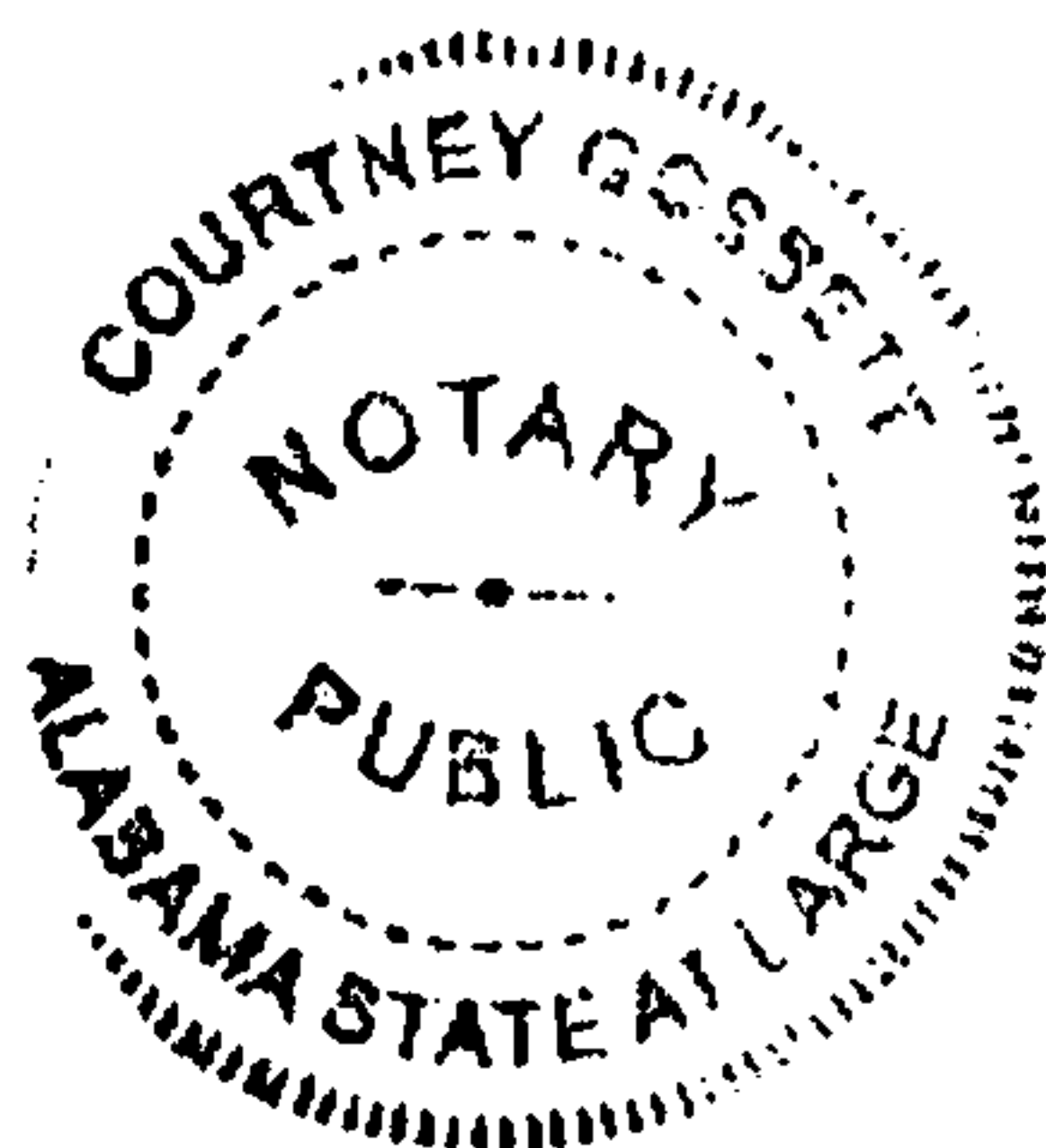
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frances Walker, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, s/he, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 14th day of April, 2020.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 8/23/20



GRANTEE:

WF ALABASTER, LLLP, an Alabama limited liability limited partnership

By: **WF Alabaster GP, LLC**, an Alabama limited liability company, its General Partner

By: _____

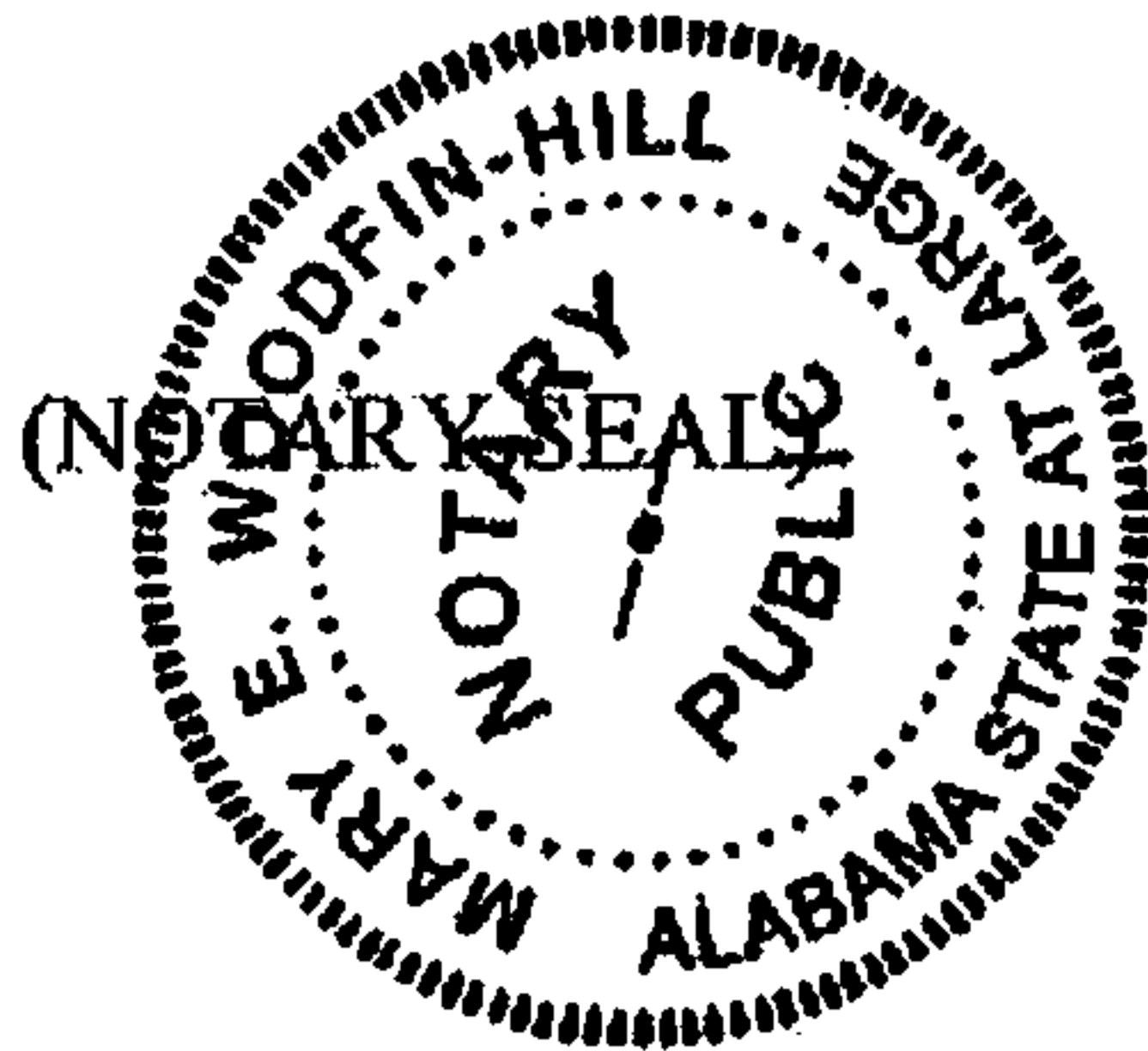
Name: Charles V. Welden, III

Its: Authorized Agent

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles V. Welden, III, whose name as Authorized Agent of WF Alabaster GP, LLC, the General Partner of **WF ALABASTER, LLLP**, an Alabama limited liability limited partnership, 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, in such capacity and with full authority, executed the same for and as the act of said limited liability limited partnership.

Given under my hand and official seal this the 15 day of April, 2020.



Notary Public

My Commission Expires: 1-12-22

EXHIBIT A

Legal Description of Grantor Property

An easement for a sanitary sewer being twenty feet wide located in the Northwest Quarter of the Southwest Quarter in Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described' as follows:

COMMENCE at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 36, Township 20 South, range 3 West, Shelby County, Alabama, said point being a 1 inch crimped found, thence from said point run **north** along the west line of said Quarter—Quarter a distance of **35.67 feet** to a point; thence turn an angle of **85°54'34"** to the right and run easterly for a distance of **12.47 feet** to a point lying on the west line Lot "A" of the NICKERSON – SCOTT SURVEY BLOCK LOTS 1-4 as recorded in Map Book 6, Page 94 in the Probate Office of Shelby County, Alabama, said point lying on the centerline of a sanitary sewer line and being the **POINT OF BEGINNING** of a twenty foot wide sanitary sewer easement lying ten feet each side of and parallel to and abutting the following described line; thence continuing along the aforementioned course easterly for a distance of **84.60 feet** to a point; thence turn an angle of **8°54'11"** to the right and run easterly for a distance of **115.84 feet** to a point lying on the east line of the aforementioned Lot "A" and the **POINT OF TERMINATION**.

It is the intent of this described easement to truncate or extend the side lines such that the 20 foot wide easement is continuous and contiguous to the property lines of the Grantor.

Legal Description of Subject Property

Lot 1 of the View at Alabaster, as recorded in Map Book 52, Page 44, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl