



20200915000413170 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
09/15/2020 03:36:03 PM FILED/CERT

This instrument was prepared by:

Wallace, Ellis, Fowler, Head, Justice & Arnold
P. O. Box 587
Columbiana, Alabama 35051

STATE OF ALABAMA
COUNTY OF SHELBY



20200731000322870 1/4 \$32.00
Shelby Cnty Judge of Probate, AL
07/31/2020 09:11:47 AM FILED/CERT

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS; That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid to **ABC Polymer Industries, LLC, a Limited Liability Company, formerly known as Birmingham Bag Company, LLC, an Alabama Limited Liability Company**, (hereinafter "Grantor") by **The Utilities Board of the City of Helena**, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sale and convey unto Grantee, the following described easements situated in Shelby County, Alabama to wit:

Easement Number 1:

EXCLUSIVE EASEMENT FOR SANITARY SEWER LIFT STATION

A 70 foot by 60-foot sanitary sewer lift station easement situated in Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at 1/2" rebar at the SE corner of Lot 9 of Metrock Industrial Park as recorded in Map Book 35 Page 27 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 11°21'07" W along the east line of Metrock Industrial Park and along the east line of Lots 10 and 11 Block 2 of Mullins East Side Addition to Helena as recorded in Map Book 4 Page 25 in said county a distance of 1027.40 feet to the NE corner of Lot 10 Block 2 of Mullins East Side Addition to Helena and a point on the southerly line of a parcel of land described in instrument number 20041012000564050 as recorded in said county and the NW corner of a parcel of land described in instrument number 1994090271621 in said county; thence N 80°26'15" E leaving said subdivisions along the south line of instrument 20041012000564050 and the north line of instrument 1994090271621 a distance of 381.48 feet to the POINT OF BEGINNING; thence S 09°33'45" E leaving said line of the two instruments a distance of 60.00 feet to a point; thence N 80°26'15" E a distance of 70.00 feet to a point; thence N 9°33'45" W a distance of 60.00 feet to a point on the line between the two instruments; thence S 80°26'15" W along said line a distance of 70.00 feet to the POINT OF



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BEGINNING.

Grantee, its successors and assigns shall have the exclusive right of possession of the real property described in Easement Number 1 above including the right to install and maintain a perimeter fence along the boundaries of said Easement.

EASEMENT NUMBER 2:

NON-EXCLUSIVE EASEMENT FOR SANITARY SEWER LINE

A 20-foot sanitary sewer easement situated in Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at $\frac{1}{2}$ " rebar at the SE corner of Lot 9 of Metrock Industrial Park as recorded in Map Book 35 Page 27 in the Office of the Judge of Probate in Shelby County, Alabama; thence N $11^{\circ}21'07''$ W along the east line of Metrock Industrial Park and along the east line of Lots 10 and 11 Block 2 of Mullins East Side Addition to Helena as recorded in Map Book 4 Page 25 in said county a distance of 1027.40 feet to the NE corner of Lot 10 Block 2 of Mullins East Side Addition to Helena and a point on the southerly line of a parcel of land described in instrument number 20041012000564050 as recorded in said county and the NW corner of a parcel of land described in instrument number 1994090271621 in said county; thence N $80^{\circ}26'15''$ E leaving said subdivisions along the south line of instrument 20041012000564050 and the north line of instrument 1994090271621 a distance of 381.48 feet to a point; thence S $09^{\circ}33'45''$ E leaving said line of the two instruments a distance of 60.00 feet to a point; thence N $80^{\circ}26'15''$ E a distance of 23.80 feet to the POINT OF BEGINNING of the centerline of a 20 foot sanitary sewer easement lying 10' either side of and parallel to described centerline; thence S $01^{\circ}58'54''$ E along said centerline a distance of 56.73 feet to an existing manhole; thence S $11^{\circ}53'07''$ E along said centerline a distance of 130.89 feet to an existing manhole; thence S $57^{\circ}02'45''$ E along said centerline a distance of 152.86 feet to an existing manhole; thence N $73^{\circ}30'47''$ E along said centerline a distance of 210.59 feet to an existing manhole; thence S $57^{\circ}46'56''$ E along said centerline a distance of 376.86 feet to an existing manhole; thence S $03^{\circ}58'59''$ W along said centerline a distance of 127.17 feet to an existing manhole; thence S $37^{\circ}00'56''$ W along said centerline a distance of 246.25 feet to an existing manhole; thence S $12^{\circ}22'45''$ W along said centerline a distance of 298.85 feet to a point on the northerly right of way of Elm Street and the south line of instrument 1994090271621 and the END of said centerline and easement. (SEE ATTACHED EXHIBIT A).

The above Easements are subject to the following additional stipulations, agreements, conditions and terms:



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1. Easement Number 1 described above shall be an exclusive easement in favor of Grantee.

2. Easement Number 2 described above shall be an non-exclusive easement and Grantor, its successors and assigns shall have the right to use said premises in any manner not inconsistent with the use by Grantee thereof for the construction, operating and maintaining its sewer system or sewer lines. Grantor, its successors and assigns shall not, however, construct any building on said premises of Easement Number 2 nor excavate any of the surface material without receiving written consent from Grantee to do so.

3. In the event Grantee disturbs the surface of Easement Number 2 described above, Grantee will as soon as reasonably practical restore the vegetation and condition of said premises to substantially the condition in which was prior to the disturbance thereof.

4. To the extent that it can be reasonably done, Grantee will conduct maintenance and repair of its facilities in a manner which causes the least amount of disruption to the Grantor in the use by Grantor of its adjoining properties. If such maintenance and repairs of necessity create excessive noise or interfere with the physical activities of Grantor, Grantee will when feasible conduct such repair and maintenance activities during non-typical business hours of Grantor excepting cases involving emergencies.

The Easements granted above shall be perpetual and shall run with the land and shall be for the purpose of use by Grantee, its successors and assigns in constructing, operating, maintaining and improving a sewer system or systems together with all appurtenances thereto, and facilities used in connection therewith, together with the right to ingress and egress to and from said easements as is necessary in order to conduct the sewer operations of Grantee.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor, has caused these presence to be executed for and in its name by its duly authorized officer on this on the 17th day of July 2020.

**ABC Polymer Industries, LLC, a
Limited Liability Company**

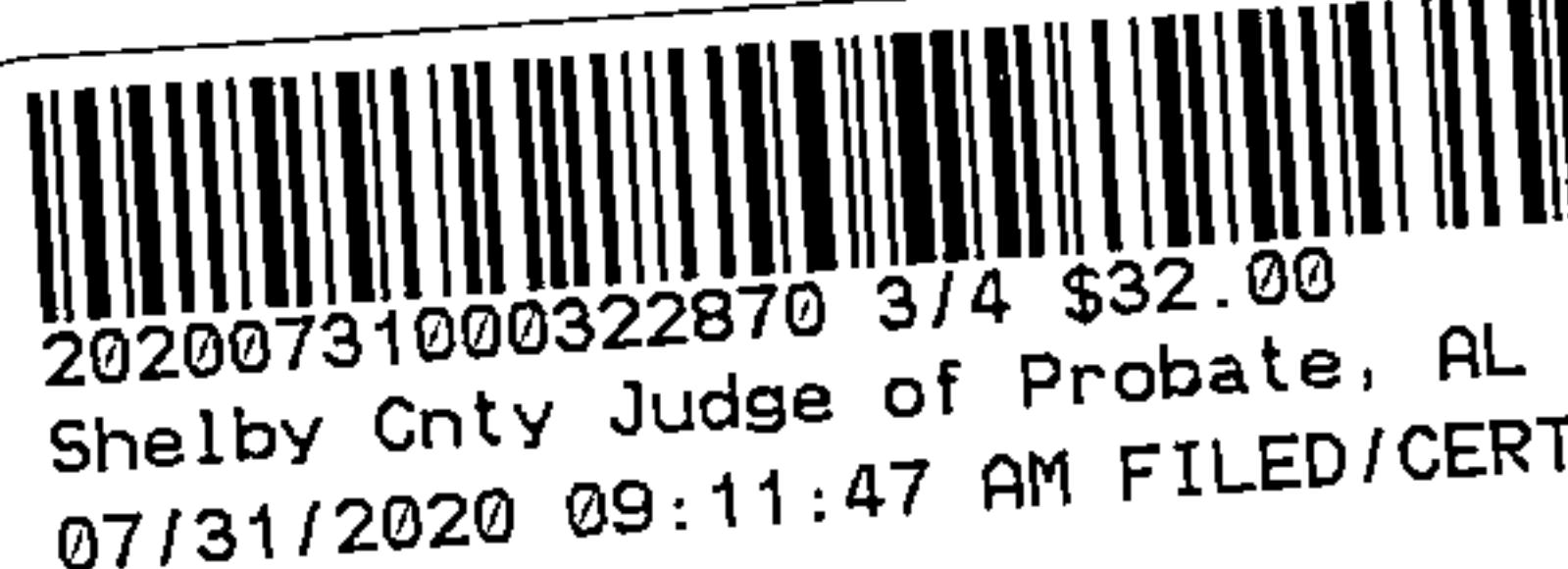
ATTEST:

Cherie Wright

BY:

Robert A. Pae

Its President & CEO



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**The Utilities Board of the City of
 Helena**

ATTEST:

Clerk

BY:

Mayor Mark Hall

STATE OF ALABAMA
 COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mayor Mark Hall, whose name as Mayor of the City of Helena, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said **The Utilities Board of the City of Helena**.

Given under my hand and official seal, this the 20 day of July, 2020.

Amanda Chaywick
 Notary Public

My Commission Expires:

12/08/2020

STATE OF ALABAMA
 COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert A. Reed, whose name as President & CEO of ABC Polymer Industries, LLC, a Limited Liability Company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said **ABC Polymer Industries, LLC**, a Limited Liability Company.

Given under my hand and official seal, this the 17th day of July, 2020.

Judith S. Mooley
 Notary Public

My Commission Expires:

JUDITH S. MOSELY
 NOTARY PUBLIC, ALABAMA STATE AT LARGE
 MY COMMISSION EXPIRES OCT. 04, 2023

