

STATE OF ALABAMA)

COUNTY OF SHELBY)



20220318000112910 1/14 \$62.00  
Shelby Cnty Judge of Probate, AL  
03/18/2022 11:47:22 AM FILED/CERT

**EASEMENT AGREEMENT FOR SANITARY SEWER LINES AND FIELDS**

*1,000*

This Easement Agreement for Sanitary Sewer Lines and Fields is made and entered into by and between EDDLEMAN RESIDENTIAL, LLC,, an Alabama limited liability company (the "**Grantor**") and EDDLEMAN LANDS, LLC, an Alabama limited liability company (the "**Grantee**").

**RECITALS:**

Grantor is the owner of certain real estate in Shelby County County, Alabama ("**Grantor's Property**"), which is identified as Tract 1-1 and Tract 1-2 described in the Subdivision Plan Amendment attached as an exhibit to the Supplementary Declaration and Amendment of Easements, Covenants and Restrictions, Pine Mountain Preserve, a Natural Community, Pine Mountain Trail Sector, recorded as Instrument #20210401000163200 in the Probate Office of Shelby County, Alabama. Grantee is the owner of certain real estate located in Shelby County, Alabama, upon which improvements for a children's camp known as Camp Hargis are situated thereon, which real estate is more particularly described on Exhibit A hereto (the "**Camp Property**"). The prior owner of the Camp Property and the Grantor's Property constructed sewer lines and related equipment across and under certain portions of Grantor's Property that are used to transmit sewage from the Camp Property to sewage disposal and absorption fields areas located within Grantor's Property. To the best of Grantor's knowledge, there are no absorption field lines located on Tract 1-1. There are septic tanks on Tract 1-1. Grantor has agreed to provide Grantee an easement under, over and across a specified portion of Grantor's Property for installing, maintaining and operating sewer lines and related equipment, including, but not limited to, overhead power lines, power poles, junction box for sewer pumps

CLAYTON T. SWEENEY, ATTORNEY AT LAW



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and alarm, power meters and electrical panels and breaker boxes, for the collection and transmission of sewage to the disposal and absorption fields located on Grantor's Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the above and foregoing premises, the mutual covenants and conditions herein set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Grantor hereby grants, bargains, sells and conveys to the Grantee, its successors and assigns, a permanent easement over, across, under and through that portion of the real property described on Exhibit B hereto that is located on or under Grantor's Property (the "**Sewer Lines Easement Premises**") for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing underground sanitary sewer pipelines and such appurtenances, appliances, fixtures and related equipment, including, but not limited to, overhead power lines, power poles, junction box for sewer pumps and alarm, power meters and electrical panels and breaker boxes (collectively the "**Sewer Lines**") deemed by the Grantee to be necessary or useful in connection with the operation of the Sewer Lines for the collection and transmission of sewage from the Camp Property to the Septic Fields Easement Premises (as defined in Section 2 hereof) located on Grantor's Property, all of which sanitary sewer pipelines shall be installed and operated beneath the surface of the ground, together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress and egress over the Grantor's Property for reasonable access to and from the Sewer Lines Easement Premises, to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and

the protection of the Sewer Lines and related equipment, including, but not limited to, overhead power lines, power poles, junction box for sewer pumps and alarm, power meters and electrical panels and breaker boxes and together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and remove or otherwise disturb trees, shrubbery or other landscaping improvements, and paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to the Grantee hereunder, subject to the conditions and stipulations herein set forth.

2. The Grantor hereby grants, bargains, sells and conveys to the Grantee, its successors and assigns, a permanent easement for ingress and egress, over, across, under and through that portion of the real property described on Exhibit C hereto that is located on or under Grantor's Property (the "**Septic Fields Easement Premises**") for the purposes of, at such times and from time to time in the future as the Grantee may elect, laying, constructing, installing, maintaining, operating, renewing, repairing, changing the size of, relocating, removing and/or replacing underground lines and related equipment, including, but not limited to, overhead power lines, power poles, junction box for sewer pumps and alarm, power meters and electrical panels and breaker boxes, necessary for the disposal and absorption of sewage within the Septic Fields Easement Premises on Grantor's Property (the "**Septic Fields**"), all of which Septic Fields shall be installed and operated beneath the surface of the ground, together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limited to, the free right of ingress and egress over the Grantor's Property for reasonable access to and from the Sewer Lines Easement Premises and Septic Fields Easement Premises (collectively the "**Easement Premises**"), to the extent necessary to permit the full enjoyment of the rights and privileges herein granted, and the protection of the Septic Fields, and



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together with the right, from time to time, in connection with the enjoyment of the privileges herein conveyed, to cut and remove or otherwise disturb trees, shrubbery or other landscaping improvements, and paving or other road covering to the extent necessary to permit the full enjoyment of the rights and privileges granted to the Grantee hereunder, subject to the conditions and stipulations herein set forth. The Grantee may not use any of Grantor's property for recreational purposes.

To have and to hold unto the Grantee, its successors and assigns forever.

3. The Grantor hereby covenants that the Grantor is lawfully seized in fee simple of the Easement Premises and that Grantor has a good right to grant the Easement free and clear of all liens, mortgages and encumbrances except for ad valorem taxes which are not delinquent and easements and restrictions of record.

4. The rights and privileges herein granted are given, granted and accepted upon and subject to the following conditions and subject to the following stipulations:

(a) By the acceptance of this instrument, the Grantee agrees, at its sole cost, to maintain the Sewer Lines and Septic Fields in good operating condition and to repair and replace the Sewer Lines and Septic Fields, as necessary, at all times in the future, so long as the Sewer Lines and Septic Fields are being used by the Grantee. The Grantee agrees to repair at its sole cost, any damage caused to Grantor's property by it or its contractors and subcontractors, including damage to any pavement, gutters, curbing, landscaping and other permitted improvements in or near the Easement Premises. If the Grantee damages Grantor's property, it agrees to restore same to substantially the same condition existing at the time of the damage as soon as reasonably practicable under the circumstances.

(b) The Grantor reserves the absolute right to use the Easement Premises for any purposes not inconsistent or in conflict with the rights and privileges herein granted to the

Grantee, including, without limitation, the use of such property for driveways, parking areas and landscaping and to construct improvements on the Easement Premises that are reasonably related to such permitted use of the Easement Premises, including without limitation, paved roads and parking areas, drainage systems, and lighting fixtures and equipment. Notwithstanding the foregoing, the Grantor agrees not to construct, cause to be constructed, or permit to be constructed, on the Easement Premises any lake or pond or any building or structure of any kind which would prevent reasonable access to, or unreasonably interfere with, the Sewer Lines or the Septic Fields for any of the purposes hereinabove set forth. The Grantor reserves the right to maintain the field line easement area(s) with a traditional tractor (less than 50 HP) and bushhog at a frequency determined by the Grantor with no liability for damaging the field lines. The Grantor also reserves the right to permit a maximum of two head of cattle in the field line easement area(s) so long as the keeping of cattle on the property is in compliance with Declaration of Easements, Covenants and Restrictions, Pine Mountain Preserve, a Natural Community, Pine Mountain Trail Sector, as recorded in Instrument #20210401000163200, in the Probate Office of Shelby County, Alabama and the City of Chelsea Zoning Code, including the provisions of Section 5.20 entitled Requirements for Keeping Livestock.

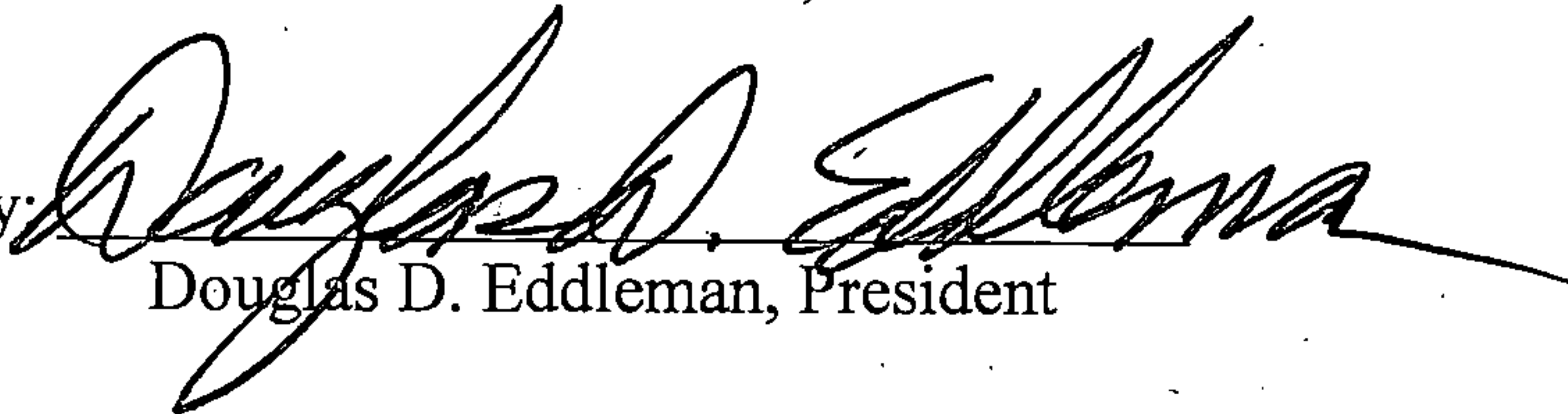
5. The rights and easements granted hereunder with respect to the Easement shall be considered covenants running with and appurtenant to the Camp Property and that portion of the Grantor's Property on which the Easement Premises is located, and both the benefits and burden thereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns who become owners of the Camp Property and the Easement Premises.

6. This instrument states the entire agreement between the Grantor and the Grantee and merges in this instrument all statements, representations and covenants heretofore made and

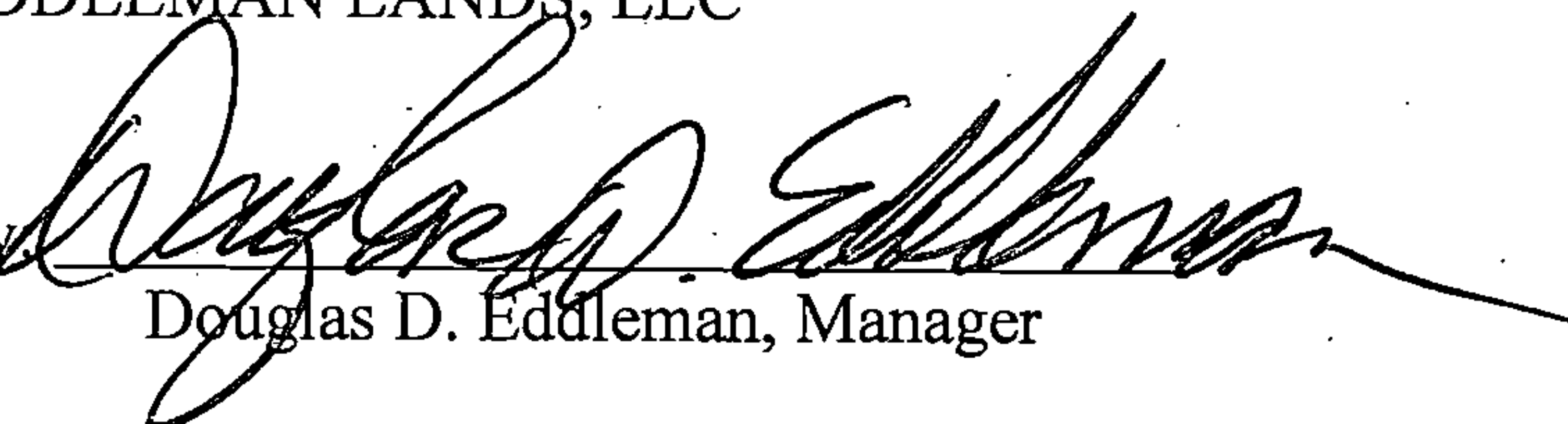
any agreements not included in this instrument are void and of no force and effect. This instrument may be modified only by a written instrument signed by owners of the Camp Property and the Easement Premises and duly recorded in the real estate records of Shelby County, Alabama.

IN WITNESS WHEREOF, the parties have caused this Instrument to be executed on this 16<sup>th</sup> day of March, 2022.

EDDLEMAN RESIDENTIAL, LLC

By:   
Douglas D. Eddleman, President

EDDLEMAN LANDS, LLC

By:   
Douglas D. Eddleman, Manager



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STATE OF ALABAMA )

JEFFERSON COUNTY )

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I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglass, whose name as President of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing Easement for Sanitary Sewer Lines and Septic Fields, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement, he, as such officer 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 seal of office this 16<sup>th</sup> day of March, 2022.



Notary Public

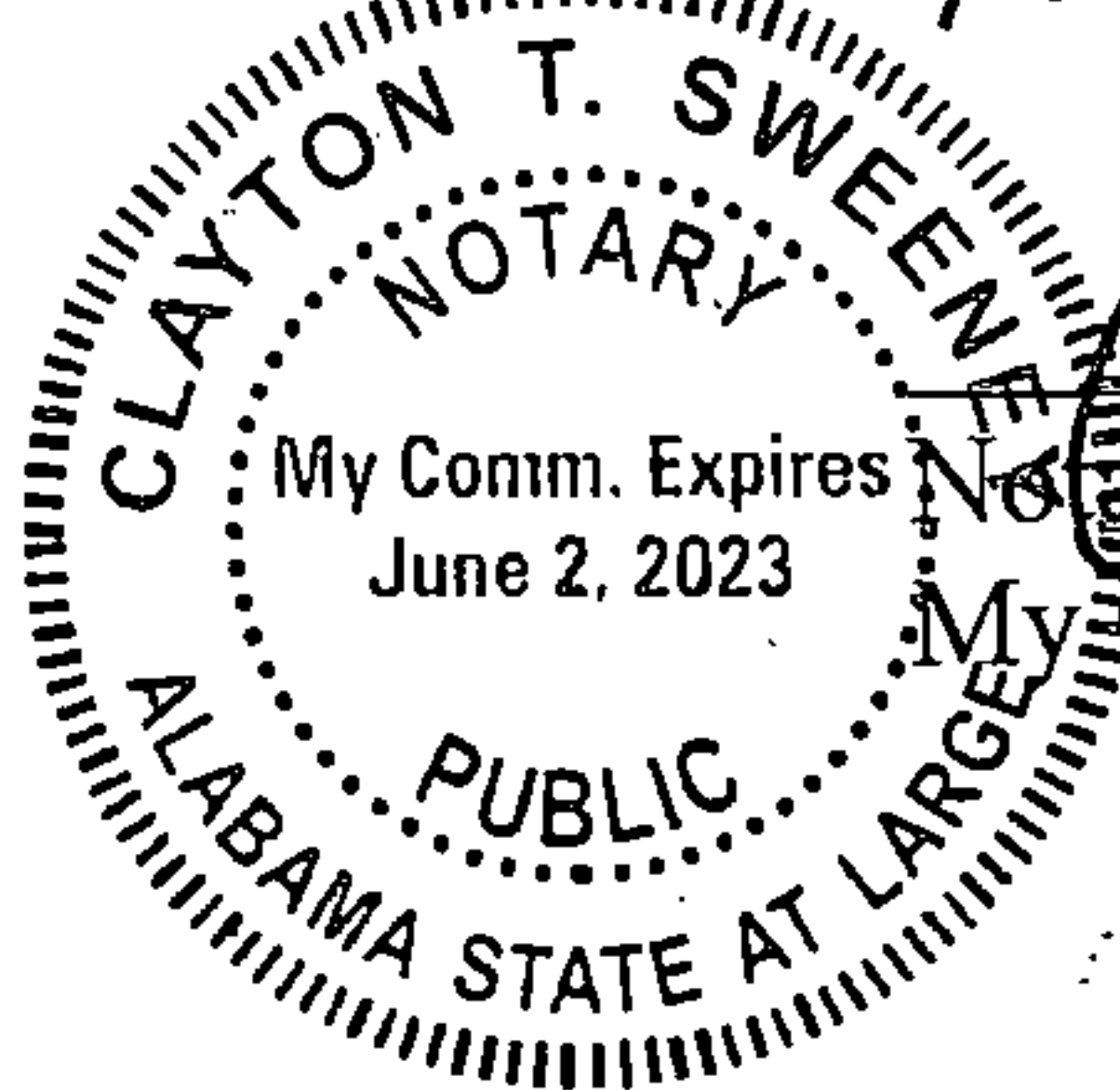
My Commission Expires: 06/02/2023

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Douglas D. Eddleman, whose name as Manager of Eddleman Lands, LLC, an Alabama limited liability company, is signed to the foregoing Easement for Sanitary Sewer Lines and Septic Fields, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Easement, he, as such manager 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 seal of office this 16<sup>th</sup> day of March, 2022.



Notary Public

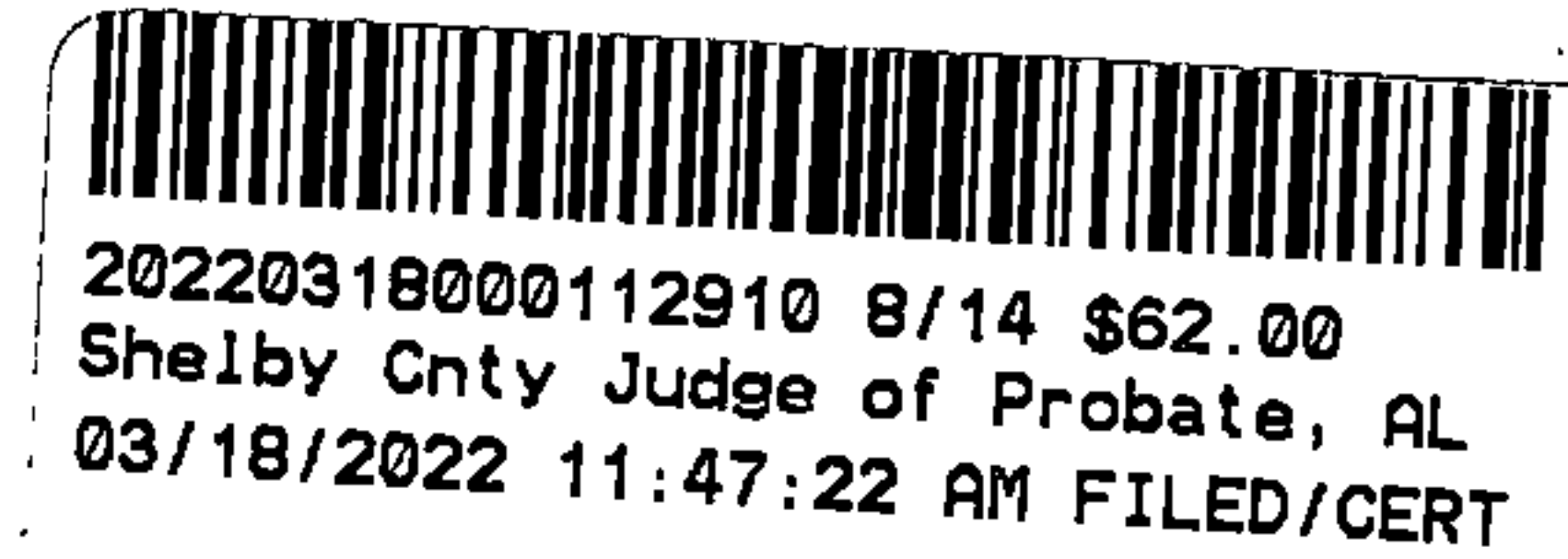
My Commission Expires: 06/02/2023

This instrument prepared by:

Jack P. Stephenson, Jr.  
Burr & Forman LLP  
420 N. 20th Street, Suite 3100  
Birmingham, Alabama 35203

## EXHIBIT A

### DESCRIPTION OF CAMP PROPERTY



#### PARCEL M-3:

Commence at a ½" rebar in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 41° 43' 02" West for a distance of 150.36 feet to a concrete monument in place, said point being the point of beginning. From this beginning point thence proceed North 85° 34' 12" West along the Northerly right-of-way of said Hargis Drive for a distance of 389.16 feet to the termination of said Hargis Drive; thence proceed South 04° 24' 10" West for a distance of 80.00 feet; thence proceed South 85° 32' 53" East along the Southerly right-of-way of said Hargis Drive for a distance of 160.41 feet to its point of intersection with the Northerly right-of-way of Girl Scout Road; thence proceed South 88° 10' 39" West along the Northerly right-of-way of said Girl Scout Road for a distance of 282.25 feet; thence proceed North 88° 12' 56" West along the Northerly right-of-way of said road for a distance of 131.92 feet; thence proceed South 83° 17' 32" West along the Northerly right-of-way of said road for a distance of 89.76 feet; thence proceed South 78° 56' 07" West along the Northerly right-of-way of said road for a distance of 259.32 feet to a point on the South boundary of the Southeast one-fourth of the Northwest one-fourth of said Section 24; thence proceed South 75° 08' 19" West along the Northerly right-of-way of said road for a distance of 127.61 feet; thence proceed North 85° 45' 06" West along the Northerly right-of-way of said road for a distance of 54.44 feet; thence proceed North 74° 26' 44" West along the Northerly right-of-way of said road for a distance of 31.24 feet; thence proceed North 58° 56' 45" West along the Northerly right-of-way of said road for a distance of 32.83 feet; thence proceed North 51° 13' 35" West along the Easterly right-of-way of Girl Scout Road for a distance of 104.21 feet; thence proceed North 37° 54' 02" West along the Easterly right-of-way of Girl Scout Road for a distance of 86.57 feet; thence proceed North 31° 57' 06" West along the Easterly right-of-way of Girl Scout Road for a distance of 129.12 feet; thence proceed North 23° 16' 17" West along the Easterly right-of-way of Girl Scout Road for a distance of 47.19 feet; thence proceed North 14° 47' 20" West along the Easterly right-of-way of Girl Scout Road for a distance of 54.46 feet; thence proceed North 50° 37' 15" East for a distance of 379.52 feet; thence proceed South 47° 04' 39" East for a distance of 117.17 feet to a ½" rebar in place; thence proceed North 53° 05' 56" East for a distance of 356.37 feet; thence proceed North 57° 08' 25" East for a distance of 318.68 feet to a ½" rebar in place; thence proceed North 04° 36' 25" East for a distance of 16.67 feet; thence proceed North 72° 06' 48" East along the shoreline of said Hargis Lake for a distance of 52.18 feet; thence proceed North 79° 53' 24" East along the shoreline of said Hargis Lake for a distance of 36.30 feet; thence proceed South 69° 38' 06" East along the shoreline of said Hargis Lake for a distance of 15.92 feet; thence proceed South 07° 04' 36" East along the shoreline of said Hargis Lake for a distance of 31.51 feet; thence proceed South 02° 06' 58" East along the shoreline of said Hargis Lake for a distance of 15.24 feet; thence proceed South 47° 14' 22" West along the shoreline of said Hargis Lake for a distance of 10.98 feet; thence proceed South 85° 16' 45" West along the shoreline of

said Hargis Lake for a distance of 38.34 feet; thence proceed North 63° 22' 54" West along the shoreline of said Hargis Lake for a distance of 41.69 feet; thence proceed South 84° 14' 29" West along the shoreline of said Hargis Lake for a distance of 24.52 feet; thence proceed South 49° 12' 41" West along the shoreline of said Hargis Lake for a distance of 15.80 feet; thence proceed South 13° 06' 30" West along the shoreline of said Hargis Lake for a distance of 46.00 feet; thence proceed South 17° 49' 27" East along the shoreline of said Hargis Lake for a distance of 39.15 feet; thence proceed South 47° 20' 40" East along the shoreline of said Hargis Lake for a distance of 21.19 feet; thence proceed South 58° 56' 14" East along the shoreline of said Hargis Lake for a distance of 49.91 feet; thence proceed South 25° 43' 53" East along the shoreline of said Hargis Lake for a distance of 29.21 feet; thence proceed South 05° 33' 22" East along the shoreline of said Hargis Lake for a distance of 92.74 feet; thence proceed South 72° 11' 42" East along the shoreline of said Hargis Lake for a distance of 21.39 feet; thence proceed North 89° 39' 05" East along the shoreline of said Hargis Lake for a distance of 16.35 feet; thence proceed North 61° 18' 17" East along the shoreline of said Hargis Lake for a distance of 79.91 feet; thence proceed South 66° 41' 23" East along the shoreline of said Hargis Lake for a distance of 21.10 feet; thence proceed South 21° 49' 51" East along the shoreline of said Hargis Lake for a distance of 65.11 feet; thence proceed South 36° 31' 28" East along the shoreline of said Hargis Lake for a distance of 73.53 feet; thence proceed South 73° 39' 21" East along the shoreline of said Hargis Lake for a distance of 73.03 feet; thence proceed South 77° 45' 29" East along the shoreline of said Hargis Lake for a distance of 108.40 feet; thence proceed South 84° 40' 03" East along the shoreline of said Hargis Lake for a distance of 127.22 feet; thence proceed South 89° 27' 50" East along the shoreline of said Hargis Lake for a distance of 188.73 feet; thence proceed South 00° 48' 37" West for a distance of 101.34 feet; thence proceed South 42° 12' 06" West for a distance of 328.55 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Northeast one-fourth of the Southwest one-fourth of Section 24, Township 19 South, Range 1 West, Shelby County, Alabama and contains 18.75 acres.



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**EXHIBIT B**

**DESCRIPTION OF SEWER LINES EASEMENT PREMISES**

SANITARY SEWER LINE SEPTIC TANK AND PUMP EASEMENT

A 20 FOOT WIDE SANITARY SEWER EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND LOCATED ENTIRELY ON TRACT 1-1 OF THE PINE MOUNTAIN TRAIL COMMUNITY; BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO A POINT ON THE CENTERLINE OF PINE MOUNTAIN TRAIL, (A 50 FOOT WIDE PRIVATE DRIVE), SAID POINT BEING A COMMON CORNER TO TRACT 1-1 AND TRACT 1-2; THENCE RUN NORTH 89 DEGREES 37 MINUTES 13 SECONDS WEST FOR 575.37 ; THENCE RUN SOUTH 86 DEGREES 53 MINUTES 59 SECONDS WEST FOR 230.08 FEET TO THE POINT OF BEGINNING OF A 20 FOOT WIDE SEWER EASEMENT, LYING 10 FOOT ON EACH SIDE OF, PARALLEL TO, AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 69 DEGREES 39 MINUTES 47 SECONDS WEST FOR 75.98 FEET; THENCE RUN NORTH 65 DEGREES 40 MINUTES 41 SECONDS WEST FOR 31.57 FEET; THENCE RUN NORTH 52 DEGREES 07 MINUTES 11 SECONDS WEST FOR 59.20 FEET TO THE END OF THE CENTERLINE HEREIN DESCRIBED.

AND

SANITARY SEWER LINE EASEMENT

A 20 FOOT WIDE SANITARY SEWER EASEMENT SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND LOCATED ON TRACT 1-1 AND TRACT 1-2 OF THE PINE MOUNTAIN TRAIL COMMUNITY; BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO A POINT ON THE CENTERLINE OF PINE MOUNTAIN TRAIL, (A 50 FOOT WIDE PRIVATE DRIVE), SAID POINT BEING A COMMON CORNER TO TRACT 1-1 AND TRACT 1-2; THENCE RUN NORTH 89 DEGREES 37 MINUTES 13 SECONDS WEST FOR 575.37 ; THENCE RUN SOUTH 86 DEGREES 53 MINUTES 59 SECONDS WEST FOR 230.08 FEET; THENCE RUN NORTH 69 DEGREES 39 MINUTES 47 SECONDS WEST FOR 75.98 FEET; TO THE POINT OF BEGINNING OF A 20 FOOT WIDE SEWER EASEMENT, LYING 10 FOOT ON EACH SIDE OF, PARALLEL TO, AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 61 DEGREES 58 MINUTES 07 SECONDS EAST FOR 216.21 FEET; THENCE RUN NORTH 85 DEGREES 58 MINUTES 33 SECONDS EAST FOR 241.77 FEET; THENCE RUN SOUTH 77 DEGREES 05 MINUTES 25 SECONDS EAST FOR 239.98 FEET; THENCE RUN NORTH 36 DEGREES 15 MINUTES 28 SECONDS EAST FOR 81.28 FEET; THENCE RUN NORTH 50 DEGREES 21 MINUTES 22 SECONDS EAST FOR 34.21 FEET; THENCE RUN NORTH 50 DEGREES 21 MINUTES 22 SECONDS EAST FOR 38.23 FEET; THENCE RUN NORTH 59 DEGREES 48 MINUTES 00 SECONDS EAST FOR 151.45 FEET; THENCE RUN NORTH 68 DEGREES 25 MINUTES 16 SECONDS EAST FOR 126.73 FEET TO THE END OF THE CENTERLINE HEREIN DESCRIBED.

AND



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DESCRIPTION OF INGRESS EGRESS EASEMENT E

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; THENCE RUN SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST ALONG SAID PRIVATE DRIVE FOR 42.29 FEET TO THE POINT OF BEGINNING OF A 20 FOOT WIDE SEWER EASEMENT, LYING 10 FOOT ON EACH SIDE OF, PARALLEL TO, AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE RUN NORTH 39 DEGREES 25 MINUTES 08 SECONDS WEST FOR 197.47 FEET TO THE END OF SAID EASEMENT CENTERLINE.

## EXHIBIT C



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### FIELD LINE & AND PAVILION EASEMENT A

AN EASEMENT FOR SANITARY SEWER FIELD LINES SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND LOCATED ENTIRELY ON TRACT 1-1 OF THE PINE MOUNTAIN TRAIL COMMUNITY; BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO A POINT ON THE CENTERLINE OF PINE MOUNTAIN TRAIL, (A 50 FOOT WIDE PRIVATE DRIVE), SAID POINT BEING A COMMON CORNER TO TRACT 1-1 AND TRACT 1-2; THENCE RUN NORTH 89 DEGREES 37 MINUTES 13 SECONDS WEST FOR 575.37 TO THE POINT OF BEGINNING; THENCE RUN NORTH 03 DEGREES 08 MINUTES 50 SECONDS EAST FOR 52.00 FEET; THENCE RUN SOUTH 86 DEGREES 53 MINUTES 59 SECONDS WEST FOR 235.03 FEET; THENCE RUN SOUTH 61 DEGREES 58 MINUTES 07 SECONDS WEST FOR 50.45 FEET; THENCE RUN SOUTH 69 DEGREES 39 MINUTES 47 SECONDS EAST FOR 47.95 FEET; THENCE RUN SOUTH 08 DEGREES 19 MINUTES 23 SECONDS EAST FOR 378.61 FEET; THENCE RUN NORTH 70 DEGREES 54 MINUTES 22 SECONDS EAST FOR 168.21 FEET; THENCE RUN NORTH 03 DEGREES 08 MINUTES 50 SECONDS EAST FOR 321.25 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 80,032.54 S.F. OR 1.84 ACRES MORE OR LESS

AND

### FIELD LINE EASEMENT

A EASEMENT FOR SANITARY SEWER FIELD LINES SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND LOCATED ENTIRELY ON TRACT 1-2 OF THE PINE MOUNTAIN TRAIL COMMUNITY; BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO A POINT ON THE CENTERLINE OF PINE MOUNTAIN TRAIL, (A 50 FOOT WIDE PRIVATE DRIVE), SAID POINT BEING A COMMON CORNER TO TRACT 1-1 AND TRACT 1-2; THENCE RUN NORTH 24 DEGREES 40 MINUTES 15 SECONDS EAST FOR 336.19 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 07 DEGREES 27 MINUTES 20 SECONDS EAST FOR 339.23 FEET; THENCE RUN NORTH 77 DEGREES 57 MINUTES 35 SECONDS EAST FOR 73.40 FEET; THENCE RUN SOUTH 41 DEGREES 47 MINUTES 14 SECONDS EAST FOR 133.28 FEET; THENCE RUN SOUTH 10 DEGREES 40 MINUTES 35 SECONDS WEST FOR 199.32 FEET; THENCE RUN SOUTH 71 DEGREES 24 MINUTES 06 SECONDS WEST FOR 176.93 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 48,488.29 S.F. OR 1.11 ACRES MORE OR LESS.



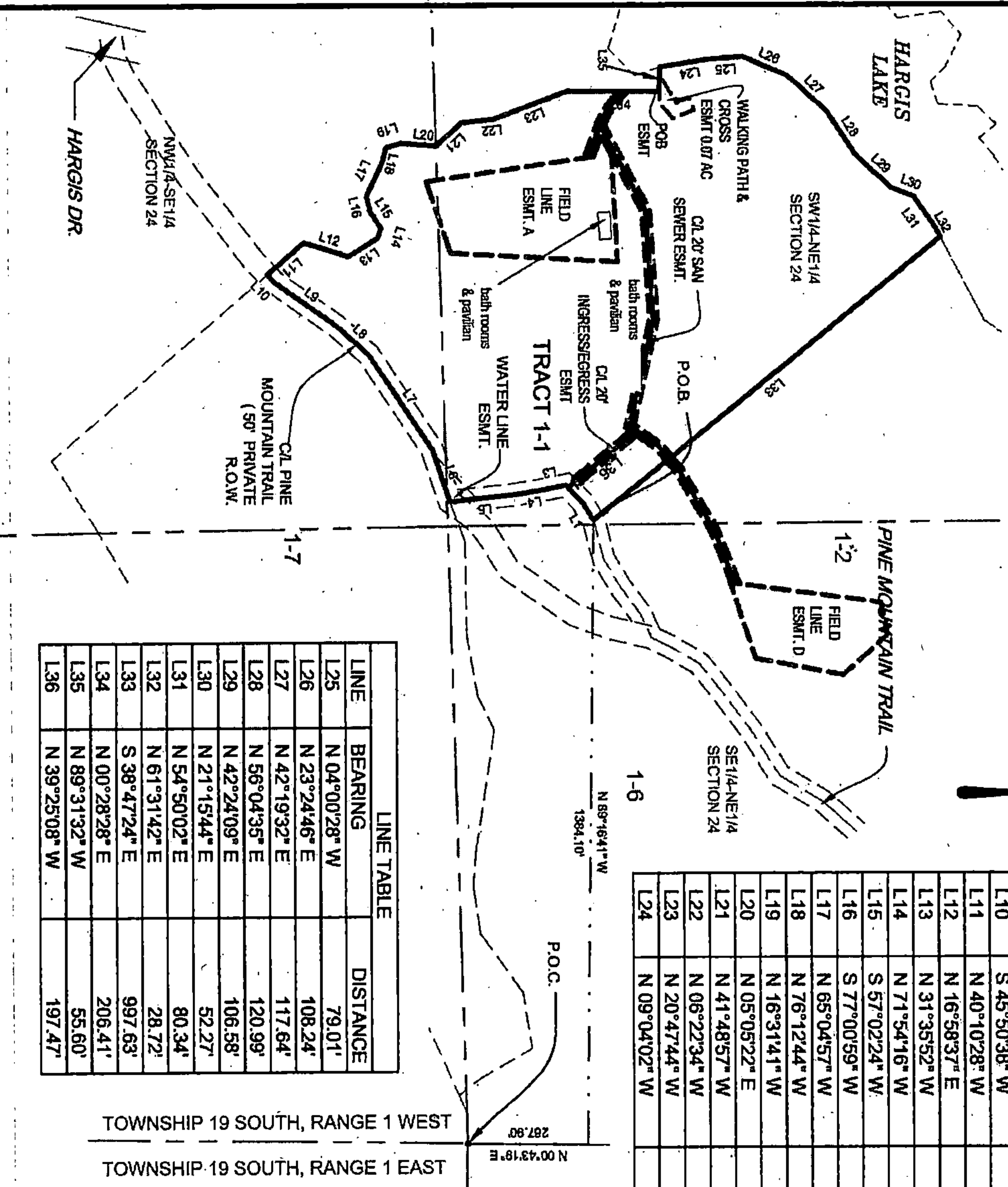
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GRAPHIC SCALE



( IN FEET )  
1 inch = 300 ft.

TRACT 1-1 LEGAL DESCRIPTION EXHIBIT  
PINE MOUNTAIN PRESERVE, A NATURAL COMMUNITY



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 58°30'12" W	50.61'
L2	S 45°42'44" W	50.04'
L3	S 11°28'14" E	41.87'
L4	S 09°39'54" E	68.70'
L5	S 06°05'22" E	151.49'
L6	S 71°31'29" W	121.76'
L7	S 56°09'57" W	254.54'
L8	S 41°33'50" W	97.19'
L9	S 34°53'14" W	167.14'
L10	S 45°50'38" W	24.21'
L11	N 40°10'28" W	107.43'
L12	N 16°58'37" E	104.66'
L13	N 31°35'52" W	76.78'
L14	N 71°54'16" W	22.57'
L15	S 57°02'24" W	44.89'
L16	S 77°00'59" W	34.71'
L17	N 65°04'57" W	86.64'
L18	N 76°12'44" W	31.14'
L19	N 16°31'41" W	35.51'
L20	N 05°05'22" E	78.33'
L21	N 41°48'57" W	76.72'
L22	N 06°22'34" W	72.21'
L23	N 20°47'44" W	175.74'
L24	N 09°04'02" W	108.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L25	N 04°00'28" W	79.01'
L26	N 23°24'46" E	108.24'
L27	N 42°19'32" E	117.64'
L28	N 56°04'35" E	120.99'
L29	N 42°24'09" E	106.58'
L30	N 21°15'44" E	52.27'
L31	N 54°50'02" E	80.34'
L32	N 61°31'42" E	28.72'
L33	S 38°47'24" E	997.63'
L34	N 00°28'28" E	206.41'
L35	N 89°31'32" W	55.60'
L36	N 39°25'08" W	197.47'

TOWNSHIP 19 SOUTH, RANGE 1 WEST  
TOWNSHIP 19 SOUTH, RANGE 1 EAST

DESCRIPTION OF TRACT 1-1:  
A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE, AND THE POINT OF BEGINNING; THENCE RUN SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG SAID PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; THENCE RUN ALONG SAID PRIVATE DRIVE THE FOLLOWING COURSES: SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST FOR 50.04 FEET; SOUTH 11 DEGREES 28 MINUTES 14 SECONDS EAST FOR 41.87 FEET; SOUTH 09 DEGREES 39 MINUTES 54 SECONDS EAST FOR 68.70 FEET; SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 151.49 FEET; SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST FOR 121.76 FEET; SOUTH 56 DEGREES 09 MINUTES 57 SECONDS WEST FOR 254.54 FEET; SOUTH 41 DEGREES 33 MINUTES 50 SECONDS WEST FOR 97.19 FEET; SOUTH 34 DEGREES 53 MINUTES 14 SECONDS WEST FOR 167.14 FEET; SOUTH 45 DEGREES 50 MINUTES 38 SECONDS WEST FOR 24.21 FEET; NORTH 40 DEGREES 10 MINUTES 28 SECONDS WEST FOR 107.43 FEET; NORTH 16 DEGREES 58 MINUTES 37 SECONDS EAST FOR 104.66 FEET; NORTH 31 DEGREES 35 MINUTES 52 SECONDS WEST FOR 76.78 FEET; NORTH 71 DEGREES 54 MINUTES 16 SECONDS WEST FOR 22.57 FEET; SOUTH 57 DEGREES 02 MINUTES 24 SECONDS WEST FOR 44.89 FEET; SOUTH 77 DEGREES 00 MINUTES 59 SECONDS WEST FOR 34.71 FEET; NORTH 65 DEGREES 04 MINUTES 57 SECONDS WEST FOR 86.64 FEET; NORTH 76 DEGREES 12 MINUTES 44 SECONDS WEST FOR 31.14 FEET; NORTH 16 DEGREES 31 MINUTES 41 SECONDS WEST FOR 35.51 FEET; NORTH 05 DEGREES 05 MINUTES 22 SECONDS EAST FOR 78.33 FEET; NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST FOR 76.72 FEET; NORTH 06 DEGREES 22 MINUTES 34 SECONDS WEST FOR 72.21 FEET; NORTH 20 DEGREES 47 MINUTES 44 SECONDS WEST FOR 175.74 FEET; NORTH 09 DEGREES 04 MINUTES 02 SECONDS WEST FOR 108.27 FEET; SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG SAID PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; 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