Upon recording return to: Office of General Counsel Colonial Pipeline Company 1000 Lake Street Alpharetta, Georgia, 30009 This Instrument Prepared by:
Charles A. McCallum, III
905 Montgomery Highway, Suite 201
Vestavia Hills, AL 35216
and
James H. Bolin
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS (this "Declaration") is executed as of Mark 12, 2024, by Shelby Investments, LLC, an Alabama limited liability company (the "Declarant") in favor of Colonial Pipeline Company, a Delaware and Virginia corporation, doing business in the State of Georgia ("Colonial").

WITNESSETH

WHEREAS, the Declarant is the owner of that certain real property located in Helena, Shelby County, Alabama, more particularly described on **Exhibit 1** attached hereto and by this reference made a part hereof (the "Property");

WHEREAS, Colonial transports large quantities of refined petroleum products across the southern, eastern, and northeastern regions of the United States as an interstate common carrier pipeline company regulated by the U.S. Department of Transportation consistent with 49 C.F.R. Part 195;

WHEREAS, Colonial owns and operates one or more refined petroleum products transport pipelines on the Property (the "Pipeline");

WHEREAS, on or about October 31, 2016, there was a release from the Pipeline of petroleum products, hydrocarbon constituents, gasoline, gasoline additives, or related chemicals (collectively, "Petroleum Products") on, above, or under the Property, including the air, soil, surface water, or groundwater on, above, or under the Property (the "Release");

WHEREAS, Declarant filed a lawsuit against Colonial, L.E. Bell Construction Company, Inc., and Superior Land Designs, LLC (collectively "Defendants") regarding (i) the Release, (ii) all facts and circumstances regarding, arising from, or related to the work, emergency response activities, Remediation Activities (defined herein), and other activities and incidents performed or conducted on or near County Road 251/River Road in Helena, Shelby County, Alabama in connection or association with the Release, (iii) the subsequent repair of the pipeline after the Subject Incident (defined herein), and the remediation of the Property and the Pipeline (individually or collectively, the "Work Activities"); (iv) any release of gasoline or other chemical constituents from Colonial's pipeline and any migration therefrom arising out of or related to the Release, the Remediation Activities, or the Work Activities; (v) the subsequent explosion and fire; (vi) any release of chemical constituents by Releasees during any of the Work Activities; and (vii) Releasors' alleged losses, injuries, and damages arising out of or relating to the same. Collectively, the specifics and circumstances described in sub-paragraphs (i) through (vii) of this Paragraph are referred to herein as the "Subject Incident."

WHEREAS, Defendants have denied any liability or wrongdoing, whatsoever, and disputes the extent to which, if any, the Subject Incident has caused damage or harm to Declarant or has damaged Declarant's Property;

WHEREAS, in order to resolve the dispute arising from the Subject Incident, the Parties have reached a mutual resolution whereby Declarant has agreed to grant Colonial certain limited access rights, privileges, an easement, and restrictive covenants with respect to the Property, including the groundwater and soil under the Property, for the purposes of performing and completing any Remediation Activities on the Property that may be required by the Alabama Department of Environmental Management ("ADEM") or other governmental authority, or that Colonial in its discretion, deems necessary;

WHEREAS, the Declarant desires to (i) establish, grant, and provide, for the benefit of Colonial, the easement granted herein, (ii) restrict certain uses of the Property, and (iii) have such easement and restrictive covenants run with and encumber the title to the Property, as hereinafter set forth.

Declaration

NOW, THEREFORE, in consideration of the premises and \$10.00 and other good and valuable consideration, including but not limited to resolution to the Subject Incident and associated lawsuit, the receipt and sufficiency of which are hereby acknowledged, the Declarant does hereby grant, declare, and provide as follows:

- Easement for Remediation Activities. The Declarant hereby establishes and creates for the benefit of Colonial the following:
 - A. Declarant, for and on behalf of Declarant's successors and assigns, hereby grants to Colonial an easement in gross as described and depicted on **Exhibit 2**, which is attached hereto and incorporated herein by reference, for all purposes necessary and incident to any and all remediation activities ("Easement Interest"), including but not limited to:
 - i. installing and maintaining groundwater wells, including without limitation, monitoring wells, recovery wells, sparge wells, air sparge wells, soil vapor extraction wells, and underground injection wells, and other monitoring and remediation equipment, whether above or below the ground, on the Property;
 - ii. periodically obtaining surface water or groundwater samples from installed equipment or from streams, seeps, wells, and other water sources on the Property;
 - iii. periodically obtaining surface and subsurface soil samples from the Property;
 - iv. installing temporary dams, booms, and other control devices in water features on the Property;

- v. installing, monitoring, and maintaining air monitoring equipment on the Property;
- vi. installing and maintaining temporary equipment on the Property;
- vii. conducting wildlife assessments and any other pertinent surveys of or on the Property;
- viii. the execution by Declarant or its successors and assigns, as the case may be, of one or more environmental covenants as may be required by ADEM pursuant to the Alabama Uniform Environmental Covenants Act (Ala. Code 35-19-1, et seq.) and ADEM's Uniform Environmental Covenants Program (Ala. Admin. Code r. 335-5) or as otherwise required by ADEM pursuant to applicable law or regulation, including any amendment thereto ("Environmental Covenant");
 - ix. conducting any other pertinent investigation, assessment, removal, remediation, and restoration activities deemed warranted by Colonial to fulfill any governmental requirements, regulations, or the like on or near the area applicable to the remediation of the Release or that are otherwise necessary to protect human health and the environment as deemed necessary by Colonial or as directed or required by ADEM or other governmental authority; and,
 - x. a right of ingress and egress and to pass freely over, across, and through the Property on foot, with vehicles, equipment, and machinery of all kinds, and in any other manner for all purposes necessary and incident to the activities contemplated herein.
- B. The activities described in Paragraph 1.A. of this Declaration are defined in this Declaration as the "Remediation Activities."
- C. Following three hundred and sixty-five (365) days after Colonial receives a No Further Action ("NFA") letter, or the equivalent, from ADEM that completely relinquishes and terminates Colonial from all Remediation Activities and obligations in connection with the Subject Incident, then Colonial's Easement Interest shall be limited to conducting or performing activities or operations specifically approved by or instructed by ADEM.
- D. Colonial shall retain complete, exclusive, and absolute control over any and all Remediation Activities and any other remedial activities required by ADEM implemented by the Colonial Parties. Colonial shall retain complete, exclusive, and absolute control and possession over any and all investigation, monitoring, and remediation equipment, wells, and devices installed on the Property by Colonial's agents, employees, contractors, subcontractors, servants, and representatives (collectively, Colonial Parties), and Declarant acknowledges Colonial's exclusive and absolute right to perform all reasonable activities in connection therewith.

- E. Declarant and Declarant's successors and assigns shall not unreasonably interfere with or disrupt the Remediation Activities or any other rights granted to Colonial herein.
- F. Colonial will obtain at its own expense all necessary governmental permits for Colonial and Colonial Parties to conduct the Remediation Activities. Colonial agrees to utilize all good and reasonable work and safety procedures commonly employed in such Remediation Activities. Any damage to the Property caused by Colonial or the Colonial Parties through the exercise of the Remediation Activities shall either be, in Colonial's sole discretion, promptly restored or repaired by Colonial or Colonial shall compensate Declarant for such damages.
- 2. <u>Restrictive Covenants</u>. Declarant hereby grants to Colonial, and its successors and assignees, the following restrictive covenants ("Restrictive Covenants"). Furthermore, it is the intent of the Declarant that such Restrictive Covenants shall supersede any prior interests the Declarant has in the Property.
 - A. Unless prior written approval of both ADEM and Colonial is obtained, on the portion of the Property identified in **Exhibit 3** as the "Groundwater Restricted Property", the installation of any well on the Groundwater Restricted Property is prohibited and there shall be no extraction of (either by drilling or other method), and no use of, any groundwater from the Groundwater Restricted Property for any purpose, including, without limitation, drinking, cooking, bathing, cleaning, or irrigation, other than in connection with the Remediation Activities. However, notwithstanding the provisions of this Paragraph 2.A., monitoring, extraction, treatment, and other wells may be installed by Colonial or Colonial Parties on the Groundwater Restricted Property, and groundwater may be extracted from the Property, only for the purposes of the Remediation Activities.
 - B. On the portion of the Property identified in **Exhibit 4** as the Surface Restricted Property, the construction of any commercial or residential structures and other soil disturbance activities is prohibited on the Surface Restricted Property other than in connection with the Remediation Activities. However, notwithstanding the provisions of this Paragraph 2.B., maintenance, or repair of roadways, utility easements, rights-of-way, underground sewer, water, gas, electricity, cable, fiber optic or telephone services, or installation of fencing and signage is permissible provided prior written approval from Colonial is obtained (and not to be unreasonably withheld) and unless such activities are not expected to, or are not reasonably likely to, result in the disturbance of contaminated soil, groundwater, or Remediation Activities as determined by Colonial in its sole discretion.
- 3. Declarant acknowledges that Colonial may in its sole discretion and in accordance with applicable regulations and guidelines, including without limitation Alabama's Risk Based Corrective Action Guidance and any amendment thereto, request a written determination from ADEM that no further Remediation Activities on the Property are required and that such determination may require amendment of the foregoing land use restrictions

(including without limitation restricting residential uses on the Groundwater Restricted Property) via the recording of an Environmental Covenant. To the extent ADEM determines that an Environmental Covenant on the Property is required, Declarant or its successors and assigns, as the case many be, shall execute the Environmental Covenant and cooperate with Colonial and ADEM to implement and record the Environmental Covenant.

- 4. <u>Site Closure</u>. In the event ADEM or any other governmental authority no longer requires Colonial to conduct Remediation Activities on the Property, within a reasonable time after such determination, Colonial shall (i) close and abandon all related monitoring and remediation wells in accordance with the then-prevailing standards of ADEM or other governmental authority; (ii) remove all related remediation equipment, excluding remediation-related well equipment properly abandoned or closed in place consistent with government requirements; and (iii) to the extent feasible, restore the surface of the Property to a condition reasonably similar to the condition of the Property prior to Colonial's Remediation Activities. Colonial need not remove any roads. Colonial need not attempt to remove any utility equipment that Declarant has requested in writing to remain in place.
- Presence of Petroleum Products. Declarant fully recognizes and acknowledges that Petroleum Products originating from the Subject Incident currently exist or may exist in the air, soil, surface water, or ground water on, above, or under the Property and may remain in the air, soil, surface water, or groundwater on, above, or under the Property (hereinafter "Residual Contamination"). Declarant, Declarant's successors or assigns, and any future owner of the Property, who chooses to reside or continues residing on the Property does so with actual, personal knowledge that Residual Contamination may exist and may continue to exist at or in the vicinity of the Property.
- Notice to Potential Buyers. Declarant, by the recordation of this Declaration, hereby notifies any potential buyer, lessee, or other potential interest holder of the Property of the Easement Interest and the restricted uses of the Property as specified herein; the possibility of contamination by Petroleum Products from the Subject Incident on, above, or under the Property; and that Colonial or the Colonial Parties may enter the Property to conduct Remediation Activities.
- Modification. The terms, covenants, conditions, and provisions of this Declaration may be extended, abrogated, modified, rescinded, or amended in whole or in part only with the prior written consent of both Declarant (or the then current owner of the Property) and Colonial; however, notwithstanding the foregoing, Declarant and Colonial acknowledge and agree that Exhibits 2, 3, and 4 referenced herein may be revised, amended, and/or supplemented by Colonial pursuant to licensed survey results, subject to Declarant's acceptance of same (which shall not be unreasonably withheld, conditioned or delayed) in the event there is a material difference between the survey results and the areas depicted in Exhibit C to the Confidential Settlement Agreement and Release, and that Colonial's right to do so shall be binding upon Declarant or its successors or assigns, as the case may be.

- 8. <u>Enforcement, etc.</u> The Easement Interest, covenants, rights, privileges, restrictions, and benefits created or granted under this Declaration and each provision hereof shall be enforceable by the Declarant or Colonial by injunction or by specific performance and shall be deemed covenants running with the title to the Property. This Declaration shall be binding upon and inure to the benefit of the respective heirs, legal and personal representatives, successors, and assigns of the Declarant and Colonial as herein provided until released of record by Colonial.
- 9. <u>No Public Dedication</u>. This Declaration is not intended and shall not be construed to dedicate any easements to the general public or to grant the general public any rights whatsoever.
- 10. Severability. If any term, covenant, or restriction established by this Declaration shall be deemed invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term, covenant, and restriction shall be valid and enforceable to the fullest extent permitted by law.
- Notices. Any notices or other communications in connection with this Declaration shall be in writing and shall be deemed to have been duly given when delivered in person, by certified mail (postage prepaid, return receipt requested) or by a nationally recognized overnight courier service, addressed as follows:

To Colonial: Office of General Counsel

Colonial Pipeline Company

1000 Lake Street

Alpharetta, GA 30009

With a Copy to: Director of Right-of-Way

1000 Lake Street

Alpharetta, GA 30009

To Declarant: Shelby Investments, LLC

c/o Tim Webster 1511 Co Road 13 Helena, AL 35080

With a Copy to: Charles A. McCallum, III

McCallum Hoaglund McCallum 905 Montgomery Highway, Ste. 201

Vestavia Hills, AL 35216

12. <u>Term.</u> The Easement Interest granted under this Declaration shall be in perpetuity until released in writing by Colonial, its successors, or assigns, and made of record. The Restrictive Covenants described in Paragraph 2 shall be in perpetuity, unless and until either (i) such Restrictive Covenants are terminated by Colonial in Colonial's discretion or

(ii) Declarant, or Declarant's successors or assigns, as the case may be, enters into the Environmental Covenants consistent with Paragraph 1.A(viii) above.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and year first above written. **DECLARANT:** SHELBY INVESTMENTS, LLC BY: Timothy Webster ITS: Authorized Member THE STATE OF ALABAMA COUNTY OF JEFFERSON I Solynn House, hereby certify that Timothy Webster, 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 executed the same voluntarily on the day the same bears date. Given under my hand this Aday of March, 2024. 40066 **JO LYNN HOOVER** Notary Publ NOTARY PUBLIC, ALABAMA STATE AT LARGE My Commission Expires MY COMMISSION EXPIRES MAY. 31, 2026 [SEAL]

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Charles A. McCallum, III

Attorney for Declarant

EXHIBIT 1

PROPERTY DESCRIPTION

EXHIBIT A

Shelby County

Certain real property located on or near County Road 251/River Road in Helena, Shelby County, Alabama, described as follows:

Parcel ID(s)
25 6 13 0 000 001.000

Part of Section 13, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The Northwest ¼; the Northeast ¼; the East ½ of the Southeast ¼; the Southwest ¼ of the Southeast ¼; the Southwest ¼ of the Southwest ¼, except that portion of property lying West of Shades Creek.

Less and except the following described property:

Less and except that portion of property conveyed to Shelby County in deed dated 14th day of October 2015 recorded in Instrument #20161027000396070 in the Probate Office of Shelby County, Alabama.

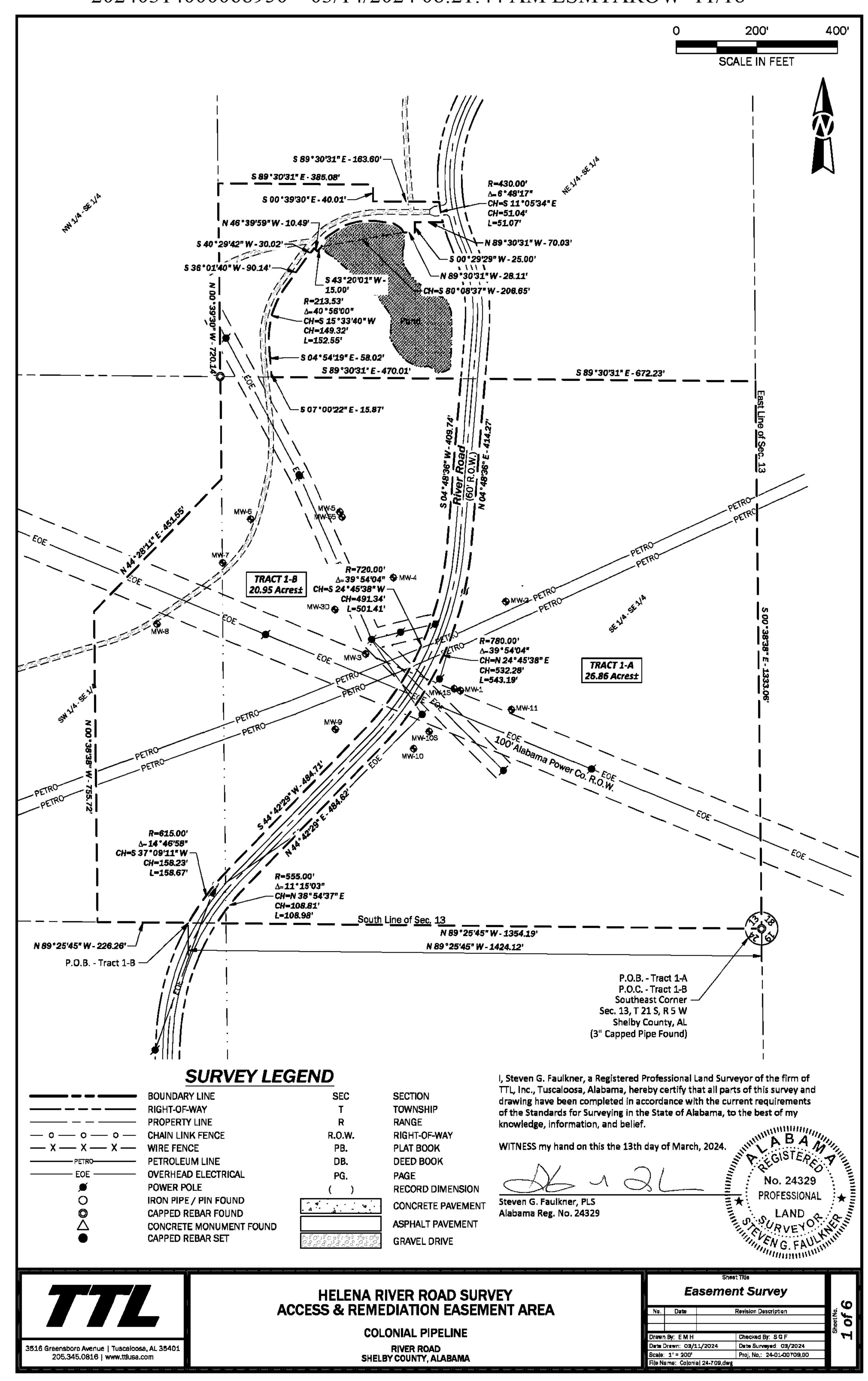
Less and except that portion of property conveyed to Donna G. Wright and Harold D. Wright in deed dated June 20th, 2017 recorded in Instrument #20170620000218600 in the Probate Office of Shelby County, Alabama.

Less and except that portion of property conveyed to William D. Coston and Joan G. Coston in deed dated October 8th, 2021 recorded in Instrument #20211011000493580 in the Probate Office of Shelby County, Alabama.

Less and except that portion of property conveyed to Donald A. Duncan and Lyn W. Duncan in deed dated October 8th, 2021 recorded in Instrument #20211011000493600 in the Probate Office of Shelby County, Alabama.

EXHBIT 2

EASEMENT INTEREST



24-01-00709.00 COLONIAL PIPELINE ACCESS & REMEDIATION EASEMENT

Tract 1-A

A tract of land being located in the South half of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing twenty-six and eighty-six hundredths (26,86) acres, more or less, and being more particularly described as follows:

As the POINT OF BEGINNING of the herein described tract, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 89°25'45" West and along the South boundary of said Section 13 for a distance of 1354.19 feet to the East curving right-of-way of River Road, said curve having a radius of 555.00 feet and a delta of 11°15'03"; thence run along said curving East right-of-way of River Road for a chord bearing of North 38°54'37" East and a chord distance of 108.81 feet (arc distance of 108.98 feet) to the point of tangency; thence run North 44°42'29" East and along the East right-of-way of River Road for a chord bearing of North 24°45'38" East and a chord distance of 532.28 feet (arc distance of 543.19 feet) to the point of tangency; thence run North 04°48'36" East and along the East right-of-way of River Road for a distance of 414.27 feet to North boundary of the Southeast quarter of the Southeast quarter of said Section 13; thence run South 89°30'31" East and along the North boundary of said quarter-quarter for a distance of 1333.06 feet to the POINT OF BEGINNING of the herein described tract.

Tract 1-B

A tract of land being located in the East half of the Southeast quarter and the Southwest quarter of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing twenty and ninety-five hundredths (20.95) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 89°25'45" West and along the South boundary of said Section 13 for a distance of 1424.11 feet to the West right-of-way of River Road and the POINT OF BEGINNING of the herein described tract; thence run North 89°25'45" West and along the South boundary of said Section 13 for a distance of 226.26 feet to a point; thence run North 00°38'38" West for a distance of 755.72 feet to a point; thence run North 44°28'11" East for a distance of 451.55 feet to a point lying on the West boundary of the East half of the Southeast quarter of said Section 13; thence run North 00°39'30" West and along the West boundary of the East half of the Southeast quarter for a distance of 720.14 feet to a point; thence run South 89°30'31" East for a distance of 385.08 feet to a point; thence run South 00°39'30" East for a distance of 40.01 feet to a point; thence run South 89°30'31" East for a distance of 163.60 feet to the curving West right-of-way of River Road, said curve having a radius of 430.00 feet and a delta of 6°48'17"; thence run along said curving West right-of-way of River Road for a chord bearing of South 11°05'34" East and a chord distance of 51.04 feet (arc distance of 51.07 feet) to a point; thence leaving said right-of-way, run North 89°30'31" West for a distance of 70.03 feet to a point; thence run South 00°29'29" West for a distance of 25.00 feet to a point; thence run North 89°30'31" West for a distance of 28.11 feet to a pond; thence following the meandering waterline of the pond, run along the edge of the pond for a chord bearing of South 80°08'37" West and a chord distance of 206.65 feet; thence run South 43°20'01" West for a distance of 15.00 feet to a point; thence run North 46°39'59" West for a distance of 10.49 feet to a point; thence generally following a line 15 feet from center of a gravel drive; run South 40°29'42" West for a distance of 30.02 feet to a point; thence run South 36°01'40" West for a distance of 90.14 feet to a curve having a radius of 213.53 feet and a delta of 40°56'00"; thence run along the curve for a chord bearing of South 15°33'40" West and a chord distance of 149.32 feet (arc distance of 152.55 feet) to a point of tangency; thence run South 04°54'19" East for a distance of 58.02 feet to a point; thence run South 07°00'22" East for a distance of 15.87 feet to a point on the North boundary of the Southeast quarter of the Southeast quarter of said Section 13; thence run South 89°30'31" East and along the North boundary of said quarter-quarter for a distance of 470.01 feet to the West right-of-way of River Road; thence run South 04°48'36" West and along the West right-of-way of River Road for a distance of 409.74 feet to a curve having a radius of 720.00 feet and a delta of 39°54'04"; thence run along the curving West right-of-way for chord bearing of South 24°45'38" West and a chord distance of 491.34 feet (arc distance of 501.41 feet) to a point of tangency; thence run South 44°42'29" West and along the West right-of-way of River Road for a distance of 484.71 feet to a curve having a radius of 615.00 feet and a delta of 14°46'58"; thence run along the curving West right-of-way for chord bearing of South 37°09'11" West and a chord distance of 158.23 feet (arc distance of 158.67 feet) to the POINT OF BEGINNING of the herein described tract.



3516 Greensboro Avenue | Tuscalcosa, AL 35401 205.345.0816 | www.ttlusa.com

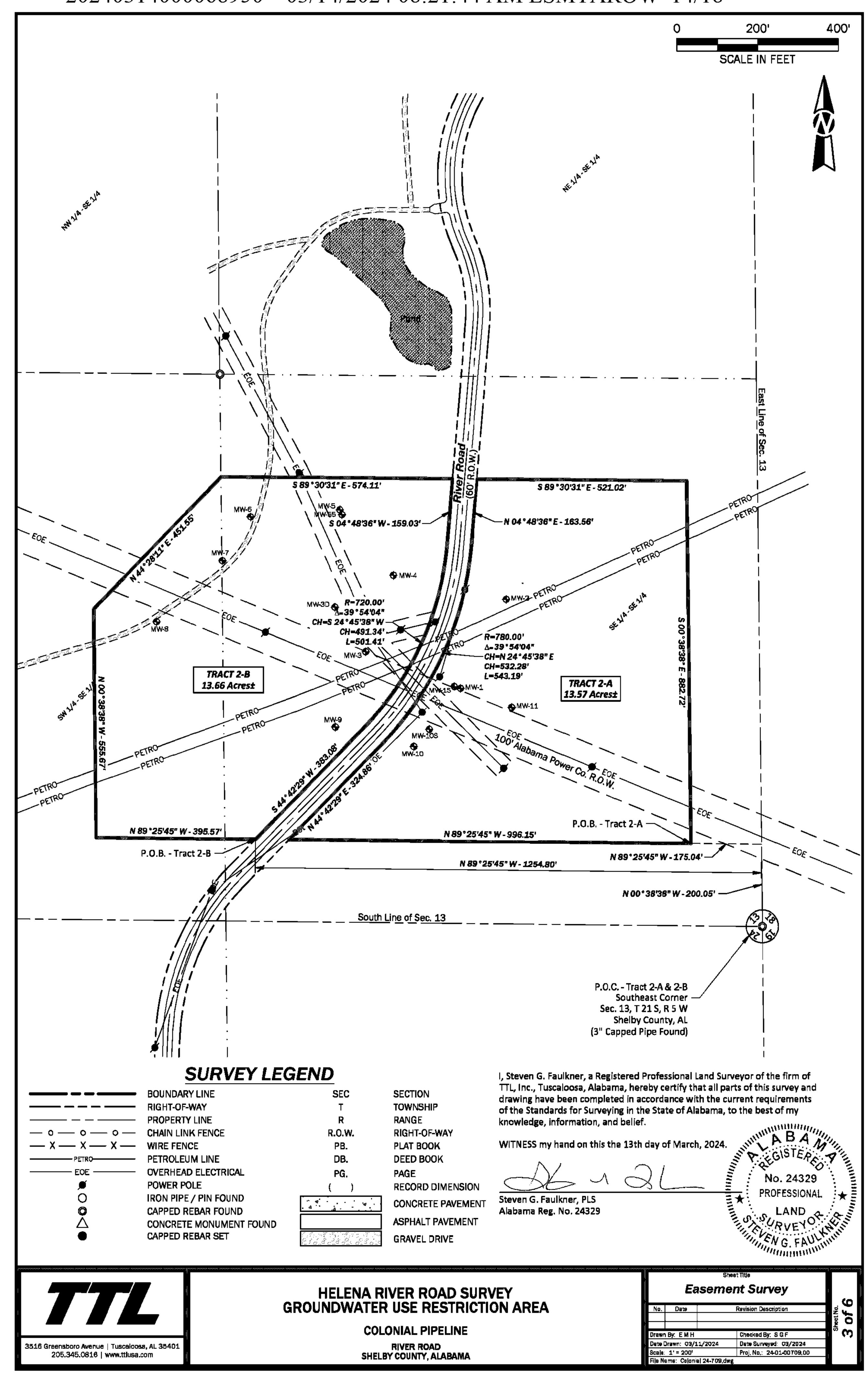
HELENA RIVER ROAD SURVEY ACCESS & REMEDIATION EASEMENT AREA

COLONIAL PIPELINE
RIVER ROAD
SHELBY COUNTY, ALABAMA

Sheet Title							
Easement Survey							
No.	Date	Revision Description			ر 9		
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Drawn By: E M H			Checked By: S G F		" ભ		
Date Drawn: 03/11/2024			Date Surveyed: 03/2024				
Scale:	1" = 200'		Proj. No.: 24-01-00709,00				
File Na	ame: Colonii	al 24-709.dwg					

EXHIBIT 3

GROUNDWATER RESTRICTED PROPERTY



24-01-00709.00 COLONIAL PIPELINE GROUNDWATER USE RESTRICTION AREA

Tract 2-A

A tract of land being located in the Southeast quarter of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing thirteen and fifty-seven hundredths (13.57) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 00°38'38" West and along the East boundary of said Section 13 for a distance of 200.05 feet; thence run North 89°25'45" West for a distance of 175.04 feet to the POINT OF BEGINNING of the herein described tract; thence continue North 89°25'45" West for a distance of 996.15 feet to the East right-of-way of River Road; thence run North 44°42'29" East and along the East right-of-way of River Road for a distance of 324.86 feet to a curve having a radius of 780.00 feet and a delta of 39°54'04"; thence run along said curving East right-of-way of River Road for a chord bearing of North 24°45'38" East and a chord distance of 532.28 feet (arc distance of 543.19 feet) to the point of tangency; thence run North 04°48'36" East and along the East right-of-way of River Road for a distance of 163.56 feet to a point; thence leaving said right-of-way, run South 89°30'31" East for a distance of 521.02 feet to a point; thence run South 00°38'38" East for a distance of 882.72 feet to the POINT OF BEGINNING of the herein described tract.

Tract 2-B

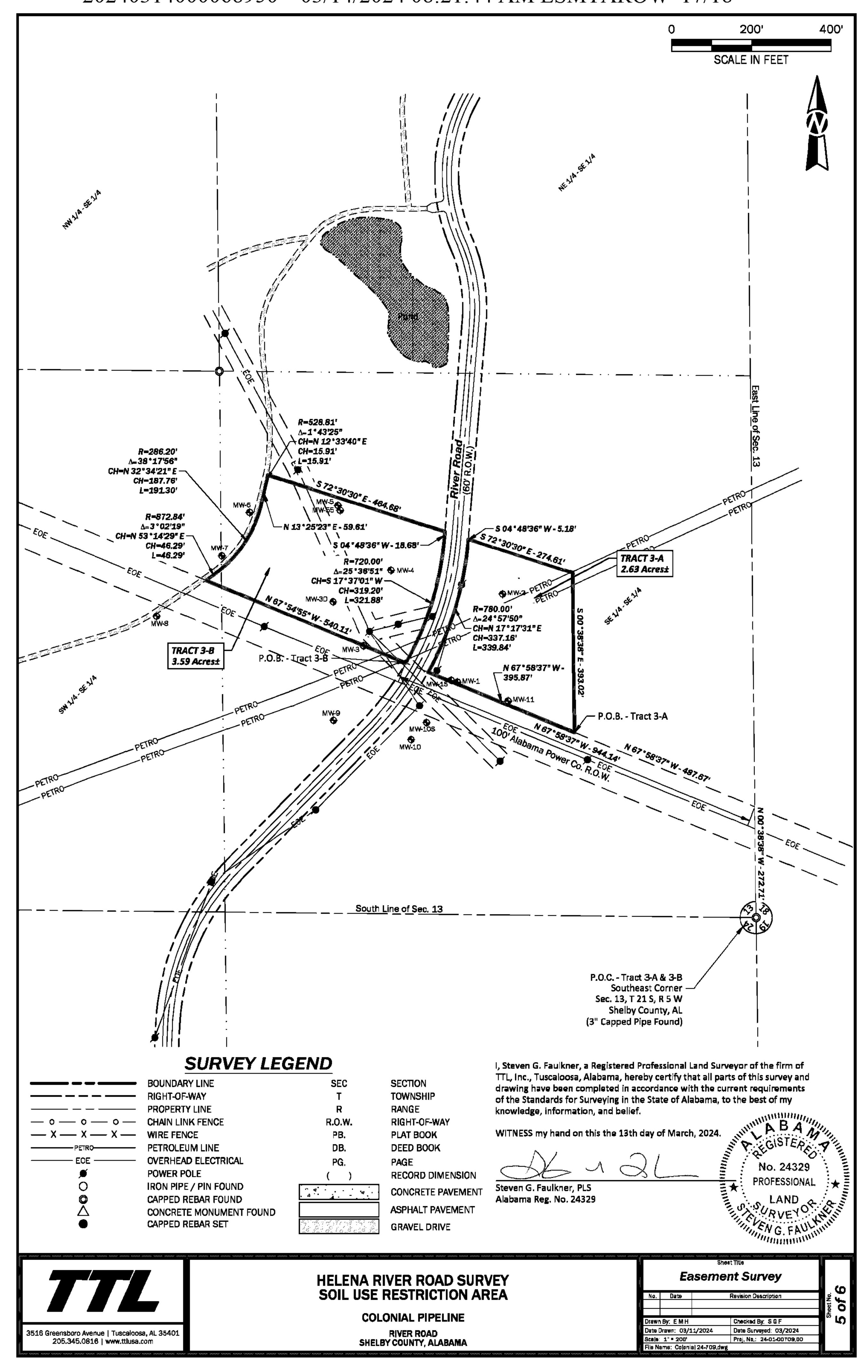
A tract of land being located in the South half of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing thirteen and sixty-six hundredths (13.66) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 00°38'38" West and along the east boundary of said Section 13 for a distance of 200.05 feet; thence run North 89°25'45" West for a distance of 1254.80 feet to the West right-of-way of River Road and the POINT OF BEGINNING of the herein described tract; thence run North 89°25'45" West for a distance of 395.57 feet to a point; thence run North 00°38'38" West for a distance of 555.67 feet to a point; thence run North 44°28'11" East for a distance of 451.55 feet to a point lying on the West boundary of the Southeast quarter of the Southeast quarter of said Section 13; thence run South 89°30'31" East for a distance of 574.11 feet to the West right-of-way of River Road; thence run South 04°48'36" West and along the West right-of-way of River Road for a distance of 159.03 feet to a curve having a radius of 720.00 feet and a delta of 39°54'04"; thence run along the curving West right-of-way for chord bearing of South 24°45'38" West and a chord distance of 491.34 feet (arc distance of 501.41 feet) to a point of tangency; thence run South 44°42'29" West and along the West right-of-way of River Road for a distance of 383.08 feet to the POINT OF BEGINNING of the herein described tract.



EXHIBIT 4

SURFACE RESTRICTED PROPERTY



24-01-00709.00 COLONIAL PIPELINE SOIL USE RESTRICTION AREA

Tract 3-A

A tract of land being located in the Southeast quarter of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing two and sixty-three hundredths (2.63) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 00°38'38" West and along the East boundary of said Section 13 for a distance of 272.71 feet to the North line of an Alabama Power Company right-of-way; thence run North 67°58'37" West and along the North line of the Alabama Power Company right-of-way for a distance of 487.67 feet to the POINT OF BEGINNING of the herein described tract; thence continue North 67°58'37" West and along the North line of the Alabama Power Company right-of-way for a distance of 395.87 feet to the East curving right-of-way of River Road, said curve having a radius of 780.00 feet and a delta of 24°57'50"; thence run along said curving East right-of-way of River Road for a chord bearing of North 17°17'31" East and a chord distance of 337.16 feet (arc distance of 339.84) to a point of tangency; thence run North 04°48'36" East and along the East right-of-way of River Road for a distance of 5.18 feet to a point; thence leaving said right-of-way, run South 72°30'30" East for a distance of 274.61 feet to a point; thence run South 00°38'38" East for a distance of 393.02 feet to the POINT OF BEGINNING of the herein described tract.

Tract 3-B

A tract of land being located in the South half of the Southeast quarter of Section 13, Township 21 South, Range 5 West, in Shelby County, Alabama; containing three and fifty-nine hundredths (3.59) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3" capped pipe found at the Southeast Corner of said Section 13; thence run North 00°38'38" West and along the east boundary of said Section 13 for a distance of 272.71 feet to the North line of an Alabama Power Company right-of-way; thence run North 67°58'37" West and along the North line of the Alabama Power Company right-of-way for a distance of 944.14 feet to the West right-of-way of River Road and the POINT OF BEGINNING of the herein described tract; thence run North 67°54'55" West and along the North line of the Alabama Power Company right-of-way for a distance of 540.11 feet to a curve lying on the edge of a gravel drive, having a radius of 872.84 feet and a delta of 3°02'19"; thence generally following the edge of a gravel drive, run along the curve for a chord bearing of North 53°14'29" East and a chord distance of 46.29 feet (arc distance of 46.29 feet) to a point of compound curvature and a curve with a radius of 286.20 feet and a delta of 38°17'56"; thence run along the curve for a chord bearing of North 32°34'21" East and a chord distance of 187.76 feet (arc distance of 191.30 feet) to a point of tangency; thence run North 13°25'23" East for a distance of 59.61 feet to a curve having a radius of 528.81 feet and a delta of 1°43'25", thence run along the curve with a chord bearing of North 12°33'40" East and a chord distance of 15.91 feet (arc distance of 15.91 feet) to a point; thence leaving edge of gravel drive, run South 72°30'30" East for a distance of 464.68 feet to the West right-of-way of River Road; thence run South 04°48'36" West and along the West right-of-way of River Road for a distance of 18.68 feet to a curve having a radius of 720.00 feet and a delta of 25°36'51"; thence run along the curving West right-of-way for chord bearing of South 17°37'01" West and a chord distance of 319.20 feet (arc distance of 321.88 feet) to the POINT OF BEGINNING of the herein described tract.





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/14/2024 08:21:44 AM
\$74.00 BRITTANI

alling 5. Beyl



HELENA RIVER ROAD SURVEY SOIL USE RESTRICTION AREA

20240314000068950

COLONIAL PIPELINE
RIVER ROAD
SHELBY COUNTY, ALABAMA

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	Easement Survey								
	No. Date Drawn By: E M H			Revision Description		et No.	of 6		
				Checked By: S G F		Syles	G		
	Date Drawn: 03/11/2024 Scale: 1" = 200' File Name: Coloniel 24-709 de			Date Surveyed: 03/2024 Proj. No.: 24-01-00709,00					