

This Instrument Prepared By:
John Smith
123 Easy Street
Birmingham, AL 35244
(205) 987-8352

STATE OF ALABAMA)
SHELBY COUNTY)

**PERMANENT EASEMENT FOR
SANITARY SEWER**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the hereinafter defined Grantee, the receipt whereof is hereby acknowledged, EBSCO WHITBY, LLC, a Delaware limited liability company ("Grantor"), does hereby grant, bargain, and convey unto Alabama Water Utilities, Inc. ("Grantee"), its successors and assigns, a permanent easement, and right of ingress and egress to and from, also over and across a strip of land for the purpose of operating, maintaining and repairing sanitary sewer mains, pipes, valves, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee, all as more particularly set forth herein. Said strip of land being located within the property of the undersigned Grantors as described as Shelby County, Alabama, said strip being shown on "Exhibit A" and more particularly described as follows:

An easement for a Force Main situated in the S.W. 1/4 of the N.W. 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows (the "Easement Area"):

Commence at the Southernmost corner of Lot 3B according to Brook Highland Commercial Resurvey No. 1, as recorded in Map Book 23, Page 89, in the office of the Judge of Probate of Shelby County, Alabama; thence run in a Northeasterly direction along the Northwesterly right-of-way line of Alabama Highway No. 119 a distance of 467.12 feet to a point; thence perpendicular to said right-of-way line, leaving said right-of-way line, in a Northwesterly direction a distance of 20.00' to the Point of Beginning of a Force Main Easement being more particularly described as follows; thence run in a Northeasterly direction, parallel to said right-of-way line, a distance of 161.06 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 5777.55 feet and a central angle of 1°24'19"; thence in a Northeasterly direction along the arc of said curve, and parallel to said right-of-way line, a distance of 141.71 feet to a point; thence 92°03'37" to the left (angle measured to tangent) in a Northwesterly direction a distance of 13.39 feet to a point; thence 89°18'19" to the right in a Northeasterly direction a distance of 93.02 feet to a point; thence 96°54'04" to the right in a Southeasterly direction a distance of 18.62 feet to a point on a curve to the right having a radius of 5777.55 feet and a central angle of 0°04'45"; thence 93°14'34" to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve, and parallel to said right-of-way line, a distance of 7.98 feet to the P.R.C. (Point of Reverse Curve) of a curve to the left having a radius of 55.00 feet and a central angle of 20°14'52"; thence in a Northeasterly and Northerly direction along the arc of said curve, and parallel to said right-of-way, a distance of 19.44 feet to a point; thence 67°12'19" to the left (angle measured to tangent) in a Northwesterly direction a distance of 10.56 feet to a point; thence 94°40'06" to the left in a Southwesterly direction a distance of 11.72 feet to a point; thence 95°17'06" to the right in a Northwesterly direction a distance of 21.18 feet to a point; thence 96°54'04" to the left in a Southwesterly direction a distance

of 124.77 feet to a point; thence 89°18'19" to the left in a Southeasterly direction a distance of 16.07 feet to a point; thence 88°37'07" to the right in a Southwesterly direction a distance of 287.80 feet to the Point of Beginning.

Containing 4,012 square feet or 0.092 acres.

Grantee shall have the right and privilege of a perpetual use of the Easement Area for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of reasonable ingress and egress to, and to cut and keep clear all trees, undergrowth and other obstructions from, any improvements on, in or under the Easement Area and on the lands of Grantor adjacent to the Easement Area ("Grantor's Property") when deemed reasonably necessary for the avoidance of danger and maintenance of improvements on, in or under the Easement Area.

Grantor shall erect no structures on the portion of the Easement Area, or do any act or thing which would in any way materially interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the Easement Area.

Grantee shall also have the right to temporarily place dirt and materials on Grantor's Property for the purposes heretofore expressed. Any and all disturbed areas on or within Grantor's Property will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

Grantor covenants that it has good and merchantable title to the Easement Area and good right to grant this easement.

Grantee shall indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates and the respective officers, employees and agents of said affiliated (collectively, "Grantor Parties") harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by any of the Grantor Parties arising from or by reason of Grantee's access to, or use of, the Easement Area or Grantor's Property.

Except as otherwise expressly set forth herein, in consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, Grantor hereby release the Grantee, its agents, successors, and assigns, from all damages to Grantor's Property resulting from the maintenance and repair of the Easement Area and repair of mains, pipes, or appurtenances installed or to be installed within the Easement Area.

IN WITNESS WHEREOF, GRANTOR herein, has executed or caused to be executed, on this 1st day of May, 2025.

EBSCO WHITBY, LLC
By: [Signature]
Name: Leslie L. Yeilding
Title: President

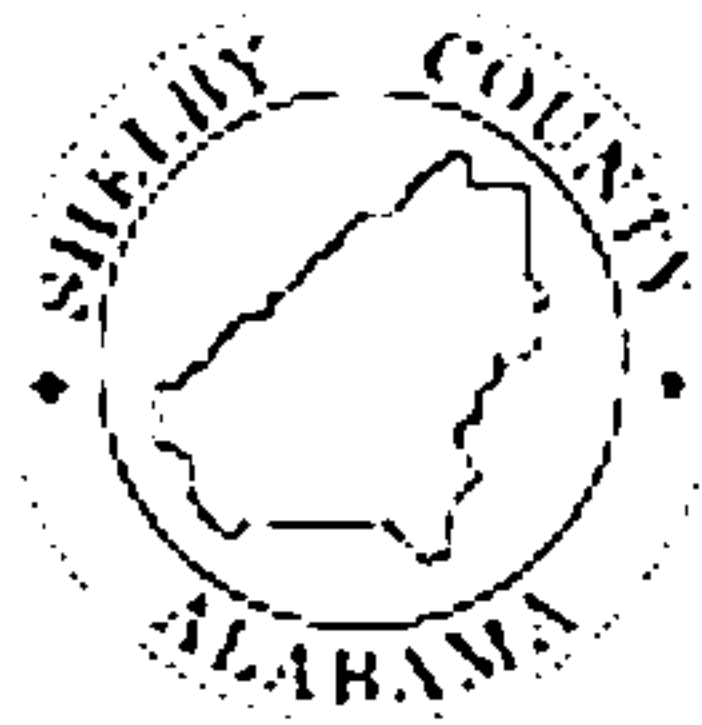
STATE OF ALABAMA)
SHELBY COUNTY)

I, Rhonda L. Gross, a notary public in and for the State at Large, hereby certify that Leslie L. Yeilding, President of EBSCO Whitby, LLC, whose names is signed to the foregoing easement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this easement, have executed the same voluntarily.

Given under my hand and official seal this the 1st day of May, 2025.

RHONDA L GROSS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES JAN. 22, 2028

[Signature]
NOTARY PUBLIC
1-22-28
My Commission Expires



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/18/2025 11:42:53 AM
 \$32.00 JOANN
 20250618000186620

Allen S. Bayl

BROOK HIGHLAND PARKWAY

C1:	R= 5777.55'
	Δ= 1° 24' 19"
	L= 141.71'
	T= 70.86'
C2:	R= 5777.55'
	Δ= 0° 04' 45"
	L= 7.98'
	T= 3.99'
C3:	R= 55.00'
	Δ= 20° 14' 52"
	L= 19.44'
	T= 9.82'

LOT 3B
 BROOK HIGHLAND COMMERCIAL
 RESURVEY NO. 1
 (Map Book 23, Page 89)

20' Easement for Utilities
 (Real Volume 307, Page 950)

POINT OF
 COMMENCEMENT

POINT OF BEGINNING

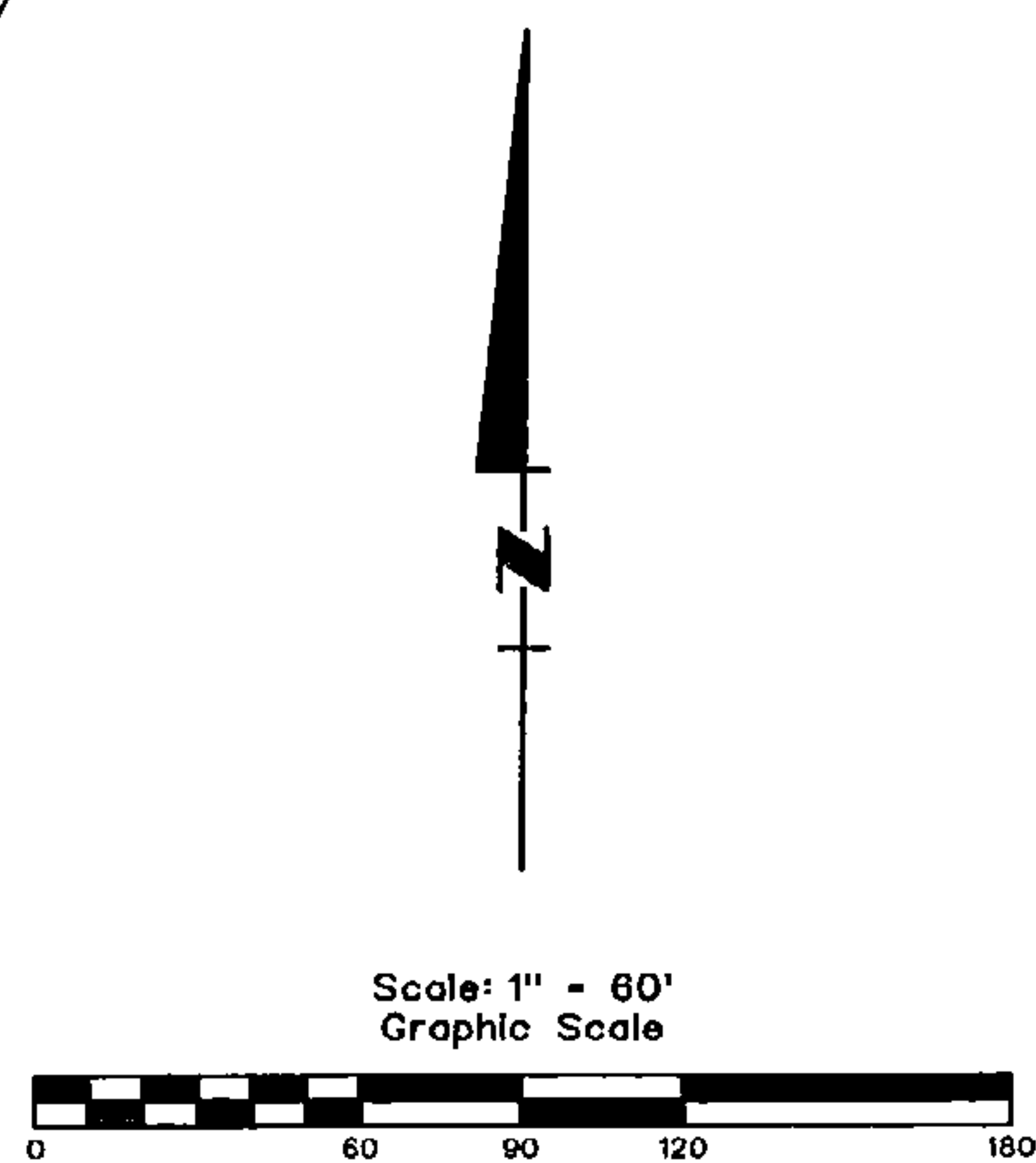
ALABAMA HIGHWAY NO. 119

94° 40' 06"
 11.72'
 95° 17' 06"
 21.18'
 96° 54' 04"
 124.77'
 89° 18' 19"
 16.07'
 88° 37' 07"
 93° 02'
 89° 18' 19"
 13.39'
 92° 03' 37"
 to tan
 18.62'
 96° 54' 04"
 93° 14' 34"
 to tan
 10.56'

287.80'
 161.06'

20.00'

467.12'



G:/22/567/Survey/Exhibits/22567_FM Easement Exhibit.dgn

FORCE MAIN EASEMENT EXHIBIT

DATE: 07/27/2023
 SCALE: AS-SHOWN

Civil Engineering | Land Surveying | Landscape Architecture
 Environmental | Water Resources | Laser Scanning & Modeling

SCHOEEL

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