

Prepared by, and when recorded and return to:

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STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made and entered on this 16th day of October, 2025 by **INVESTMENT ASSOCIATES, LLC**, an Alabama limited liability company ("Grantor").

RECITALS:

- A. Grantor is the owner of certain real property located in Shelby County, AL and described on Exhibit "A" attached hereto and incorporated herein by reference ("Parcel 1").
- B. Prior to the execution of this Declaration, Grantor did develop and convey that certain real property located in Shelby County, Alabama and described on Exhibit "B" attached hereto and incorporated herein by reference (the "Benefitted Premises").
- C. Grantor did previously install sanitary sewer utilities and improvements connecting a lateral serving the Benefitted Premises to the City of Hoover Sewer existing on Parcel 1 (collectively, the "Sewer Improvements") within the portions of Parcel 1 labeled as "Required 20' Sanitary Sewer Easement" as shown and more particularly described on Exhibit "C" attached hereto and incorporated herein by reference ("Sewer Easement Premises").
- D. Grantor desires to grant to the Owners (as defined below) and Permittees (as defined below) of the Benefitted Premises an easement for access to and use of the Sewer Easement Premises for purpose of operating, maintaining, repairing, inspecting and replacing the Sewer Improvements as necessary to provide sanitary sewer services to the Benefitted Premises.

NOW, THEREFORE, for and in consideration of the premises, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Grantor covenant and agree for themselves, their successors and assigns, as follows:

1. **GRANT AND EASEMENTS.**

a. Utility Easement. Grantor hereby grants, establishes, covenants and agrees that the Owners and Permittees of the Benefitted Premises shall be benefited by, and the Owners and Permittees of Parcel 1 shall be burdened by, that certain non-exclusive easement in, over,

across, under, upon, along and through those portions of Parcel 1 laying within the Sewer Easement Premises as shown and described on Exhibit "C", for the installation, maintenance, repair and replacement of Sewer Improvements within the Easement Premises. All work performed by or on behalf of an Owner or Permittee of the Benefitted Parcel within the Sewer Easement Premises or in connection with the Sewer Improvements shall be in accordance with all applicable laws, codes, statutes and other legal requirements and shall be completed in a good, workmanlike manner. After completion of any work by or on behalf of the Owner or Permittee of the Benefitted Parcel Owner within the Sewer Easement Premises, such Owner shall restore the Sewer Easement Premises to the condition existing prior to such work and shall repair all damage to the Sewer Improvements caused by such Owner or Permittee of the Benefitted Parcel or its contractors, subcontractors, agents or representatives. Such Owner or Permittee of the Benefitted Parcel shall promptly pay when due for all labor and materials supplied in connection with such work and promptly remove any lien for material or labor claimed against the Sewer Easement Premises. If such Owner or Permittee of the Benefitted Parcel fails to promptly remove any lien, the Owner of Parcel 1, in addition to any other rights or remedies they may have at law or in equity, may, but shall not be obligated to, discharge the same by either paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings in which event the Owner or Permittee of the Benefitted Parcel shall immediately upon demand reimburse the Owner of Parcel 1 for all costs incurred in connection therewith. Grantor reserves, for the benefit of the Owner of Parcel 1, the right to the full use and enjoyment of and may continue to use the Sewer Easement Premises for all lawful purposes that do not interfere with the easement rights created hereby.

As used herein:

The term "**Owner**" or "**Owners**" shall mean the respective owner(s) of Parcel 1 and the Benefitted Parcel and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

The term "**Permittee**" or "**Permittees**" shall mean the respective guests, tenants, employees, agents, contractors, and invitees of the Owner of Parcel 1 or the Benefitted Parcel.

2. **INDEMNITY**. Each Owner of the Benefitted Parcel in utilizing the grant of easement created hereunder, and rights with respect to such easement shall indemnify and hold the Owner of Parcel 1 whose property is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. **RUNNING WITH THE LAND**. This Declaration and grant of easement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto, the respective successors and assigns.

4. **PRIVATE EASEMENT**. This Declaration and the easements granted herein are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their successors and assigns, and not of creating any rights in the public other than the rights of Governmental Authorities described herein.

5. **TERMINATION/AMENDMENT**. This Declaration may only be terminated or amended by a written agreement signed by the owner of Parcel 1 and the owner of the Benefitted Premises.

6. **COST OF CONSTRUCTION**. The cost of construction, installation, building, placement, replacement, inspection or removal of Sewer Improvements shall be borne by the Owner of the Benefitted Parcel.

IN WITNESS WHEREOF, Grantor has caused this Declaration to be executed on the day and year first set forth above.

INVESTMENT ASSOCIATES, LLC, an
Alabama limited liability company

By: [Signature]
Name: Scott R. Porter
Its: EVP

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Scott R. Porter whose name as Authorized Signatory of Investment Associates, LLC, an Alabama limited liability company, 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, as such authorized signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 16th day of October, 2025.

SEAL

[Signature]
Notary Public
My commission expires: 7/12/27

ELIZABETH GRACE BRAMBLETTTE
Notary Public, Alabama State at Large
My Commission Expires July 12, 2027

EXHIBIT "A"
Parcel 1

Tract 1:

Commercial Lot C3 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28 in the probate office of Shelby County, Alabama and being situated in the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Commercial Lot C3 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28 in the probate office of Shelby County, Alabama and the Northeast corner of Lot 28 according to the survey of Beaumont Phase 2 as recorded in Map Book 39, Page 5 in the probate office of Shelby County, Alabama and run in a Southeasterly direction along the Northerly boundary of said Commercial Lot C3, and the Southerly Right-of-Way of Beaumont Avenue according to the survey of Beaumont Phase 2 as recorded in Map Book 38, Page 66 in the probate office of Shelby County, Alabama for a distance of 144.65 feet to a point on a curve to the right having a radius of 150.00 feet and a central angle of 10 degrees 03 minutes 11 seconds thence continue in a Southeasterly direction along the Northerly boundary of said Commercial Lot C3 and the Southerly Right-of-Way of said Beaumont Avenue and run along the arc of said curve for a distance of 26.32 feet; thence continue along the last described course in a Southeasterly direction along the Northerly boundary of said Commercial Lot C3 and the Southerly Right-of-Way of said Beaumont Avenue a distance of 74.71 feet to a point on a curve to the right having a radius of 25.00 feet and a central angle of 89 degrees 12 minutes 44 seconds thence continue in a Southeasterly direction, than in a Southerly direction along the Northerly boundary of said Commercial Lot C3 and the Southerly Right-of-Way of said Beaumont Avenue and run along the arc of said curve for a distance of 38.93 feet to the intersection of the Southerly Right-of-Way of said Beaumont Avenue and the Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) and to a point on a curve to the left having a radius of 1700.00 feet and a central angle of 8 degrees 10 minutes 04 seconds thence continue in a Southerly direction along the Easterly Boundary of said Commercial Lot C3 and the Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) and run along the arc of said curve a distance of 242.34 feet to the Southeast corner of said Commercial Lot C3 and the Northeast corner of Commercial Lot C4 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28 in the probate office of Shelby County, Alabama; thence leaving said Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) turn 93 degrees 19 minutes 33 seconds (measured from tangent) to the right and run in a Northwesterly direction along the Southerly boundary of said Commercial Lot C3 and the Northerly boundary of said Commercial Lot C4 for a distance of 278.19 feet to the Southwest corner of said Commercial Lot C3; thence turn 93 degrees 55 minutes 41 seconds to the right and run in a Northeasterly direction along the Westerly boundary of said Commercial Lot C3 for a distance of 72.18 feet; Thence turn 1 degrees 13 minutes 21 seconds to the left and run in a Northeasterly direction along the Westerly boundary of said Commercial Lot C3 and the Easterly boundary of Common Area (CA4) according to the survey of Beaumont Phase 5, as recorded in Map Book 39, Page 5 in the probate office of Shelby County, Alabama and then the Easterly Boundary of said Lot 28 for a distance of 193.76 feet to the Point of Beginning.

Said parcel containing 1.68 Acres more or less.

Tract 2:

Commercial Lot C4 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28, in the probate office of Shelby County, Alabama and being situated in the Northwest 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Commercial Lot C4 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28 in the probate office of Shelby County, Alabama and the Southeast corner of Lot C3 according to the survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28 in the probate office of Shelby County, Alabama and run in a Southeasterly direction along the Northerly boundary of said Commercial Lot C4 and the Southerly boundary of said Commercial Lot C3 for a distance of 278.19 feet to a point on a curve to the left along the Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) having a radius of 1700.00 feet and a central angle of 0 degrees 16 minutes 50 seconds thence turn 86 degrees 40 minutes 27 seconds to the right (measured from, tangent) and run in a Southerly direction along the Easterly boundary of said Commercial Lot C4 and the Westerly Right-of-Way, of Alabama Highway 17 (Valleydale Road) along the arc of said curve for a distance of 8.33 feet; thence continue in a Southerly direction along the Easterly boundary of said Commercial Lot C4 and the Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) for a distance of 102.65 feet to the Southeast corner of said Commercial Lot C4; thence leaving said Westerly Right-of-Way of Alabama Highway 17 (Valleydale Road) turn 73 degrees 24 minutes 48 seconds to the right and run in a Westerly direction along the Southerly boundary of said Commercial Lot C4 for a distance of 222.48 feet; thence turn 33 degrees 22 minutes 56 seconds to the right and run in a Northwesterly direction along the Southerly boundary of said Commercial Lot C4, a distance of 47.26 feet to the Southwest corner of said Commercial Lot C4; thence turn 63 degrees 30 minutes 45 seconds to the right and run in a Northerly direction along the Westerly boundary of said Commercial Lot C4 a distance of 143.08 feet; thence turn 17 degrees 13 minutes 35 seconds to the right and run in a Northeasterly direction along the Westerly boundary of said Commercial Lot C4 a distance of 37.62 feet to the Point of Beginning.

Said parcel containing 0.98 Acres more or less.

Less and Except all that property conveyed to Shelby County, Alabama, signed on October 20, 2015 and recorded on October 21, 2015, in Instrument Number 20151021000367270, in the Office of the Probate Judge for Shelby County, Alabama.

The following described property, lying and being in Shelby County, Alabama and more particularly described as follows:

And as shown on the right of way map of Project No. STPBH-9802(905) of record in the Alabama Department of Transportation, a copy of which is also deposited in the office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

Commencing from the Point of Beginning at a point on the West right-of-way of Valleydale Road offset 45.69 feet, more or less, to the left of the proposed centerline of Valleydale Road at a station of 275+42.96 also being the Southeastern most corner of Lot C4, according to Beaumont Phase 1, as recorded in Map Book 38, Page 28, in the Probate Office of Shelby County, Alabama; run thence North 89 degrees 56 minutes 54 seconds West along the grantor's property line a

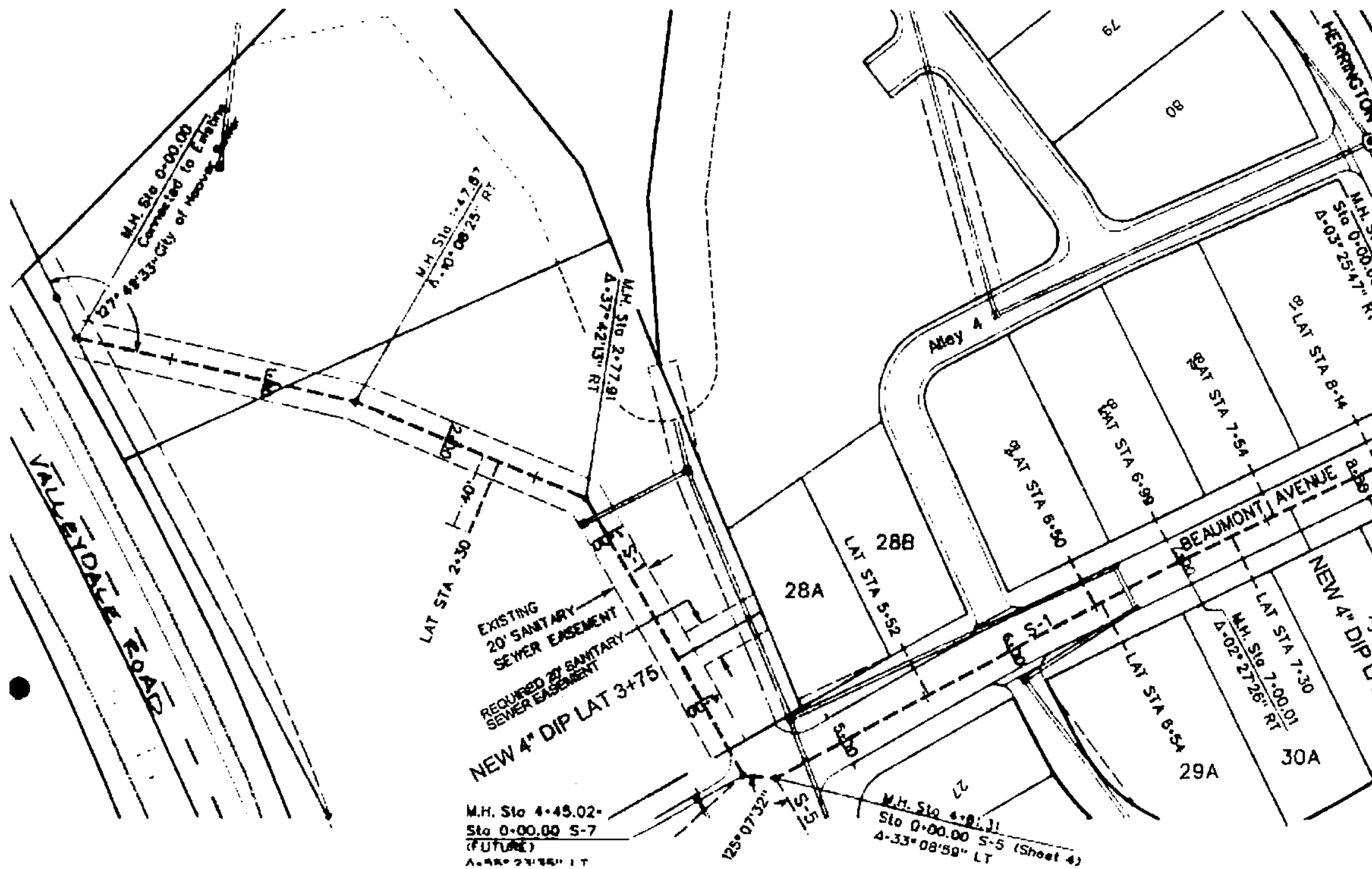
distance of 50.55 feet, more or less, to a point on the grantor's property line; run thence along the acquired right of way line North 28 degrees 13 minutes 42 seconds East a distance of 172.35 feet, more or less, to a point offset 60 feet, more or less, to the left of the proposed centerline of Valleydale Road at a station of 276+97.32; run thence along an arc 226.48 feet, more or less, to the right, having a radius of 2060.00 feet, the chord of which is North 19 degrees 58 minutes 06 seconds East for a distance of 226.37 feet, more or less, to a point on the Southerly right of way line of Beaumont Ave.; run thence along the Southerly right of way line of Beaumont Ave. and along an arc 37.19 feet, more or less, to the right, having a radius of 25.00 feet, more or less, the chord of which is South 17 degrees 31 minutes 27 seconds East for a distance of 33.85 feet, more or less, to a point on the West right of way line of Valleydale Road; run thence along the West right of way line of Valleydale Road and along an arc 242.64 feet, more or less, to the left, having a radius 1700.00 feet, the chord of which is South 20 degrees 59 minutes 52 seconds West for a distance of 242.43 feet, more or less, to a point on the West right of way line of Valleydale Road; run thence along the West right of way line of Valleydale Road and along an arc 8.04 feet, more or less, to the left, having a radius of 1700.00 feet, the chord of which is South 16 degrees 46 minutes 25 seconds West for a distance of 8.04 feet, more or less, to a point on the West right of way line of Valleydale Road; run thence along the West right of way line of Valleydale Road South 16 degrees 34 minutes 28 seconds West a distance of 102.62 feet, more or less, to the Point of Beginning; Containing 0.205 acres, more or less.

Source of title: deed of record in Instrument Number 20060411000166620, in the Office of the Probate Judge for Shelby County, Alabama.

EXHIBIT "B"
Benefitted Parcel

LOT 28A ACCORDING TO THE FINAL PLAT OF THE RESIDENTIAL SUBDIVISION
BEAUMONT - PHASE 5, RESURVEY OF LOTS 1-31 AS RECORDED IN MAP BOOK 40,
PAGE 5, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

EXHIBIT "C"
Utility Easement Premises



Legal Description:

A part of Commercial Lot C3 according to the Survey of Beaumont Phase 1 as recorded in Map Book 38, Page 28, in the office of the Probate Judge of Shelby County, Alabama, being situated in the NW 1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest corner of said Commercial Lot C3, said point also being the Northeast corner of Lot 28A according to the Survey of Beaumont – Phase 5, Resurvey of Lots 1-31 as recorded in Map Book 40, Page 5, in the office of the Probate Judge of Shelby County, Alabama, and run in a Southwesterly direction along the common lot line of said lots C3 and 28A for a distance of 54.24 feet to the POINT OF BEGINNING of a 20 foot wide private sanitary sewer easement, said easement lying 10 feet on both sides of the following described centerline; thence leaving said common lot line turn a deflection angle to the left of 97°07'44" and run in a Southeasterly direction for a distance of 50.45 feet to a point on the centerline of an existing 20 foot wide sanitary sewer easement as shown on the said Survey of Beaumont Phase 1 and the POINT OF ENDING of the private sanitary sewer easement.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 10/17/2025 03:14:35 PM
 \$43.00 JOANN
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Allen S. Bayl