

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INSTRUMENT PREPARED

Jonathan "JT" Thornbury
The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham Alabama 35242

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT AGREEMENT (this "Agreement") dated as of April 7, 2026 (the "Effective Date"), is made by **THE BARBER COMPANIES, INC.**, an Alabama corporation ("Owner"), and **SHELBY RIDGE UTILITY SYSTEMS LLC**, a Delaware limited liability company (the "Company").

WITNESSETH

WHEREAS, Owner owns fee simple title to Lot 2 ("Lot 2"), according to the Survey of Chelsea Corners West, as recorded in Map Book 28, Page 102 in the Probate Office of Shelby County, Alabama (the "Chelsea Corners West Plat");

WHEREAS, the Chelsea Corners West Plat was a resurvey of certain property within the subdivision known as the Final Plat of Chelsea Corners, as recorded in Map Book 27, Page 128 in the Probate Office of Shelby County, Alabama (the "Original Chelsea Corners Plat");

WHEREAS, the Original Chelsea Corners Plat established a 20' Sanitary Sewer Easement (the "Original Chelsea Corners Sewer Easement"), a portion of which crosses Lot 2;

WHEREAS, there are currently no sanitary sewer lines or related sewer improvements located within the portion of the Original Chelsea Corners Sewer Easement that encumbers Lot 2;

WHEREAS, the Company recently constructed and installed a new sewer line and certain other wastewater service-related improvements (collectively, the "Sewer Line") on Lot 2 (as indicated on the map of Lot 2 attached hereto as Exhibit A) in a location that is not within the Original Chelsea Corners Sewer Easement;

WHEREAS, subject to the terms and conditions of this Agreement, the Company has requested, and Owner has agreed to grant a new utility easement on, over, and across a portion of the land within Lot 2 surrounding the Sewer Line and more particularly described on Exhibit B attached hereto for the purpose of operating, maintaining, and repairing the Sewer Line; and

WHEREAS, in light of the conveyances under this Agreement, the parties have agreed to vacate and terminate any portion of the Original Chelsea Corners Sewer Easement located within Lot 2.

NOW, THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby incorporated into this Agreement), the mutual covenants and agreements hereinafter set forth and for the sum of ten dollars (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto grant, covenant and agree as follows:

1. Company. When referring to the respective rights, duties, and obligations of the Company contained in this Agreement, all references to "the Company" shall include any and all employees, licensees, agents, vendors, and contractors of the Company.

2. **Easement.** Owner, upon the terms, conditions, and limitations hereinafter set forth, hereby grants to the Company, a non-exclusive, 10' utility easement on, over, and across the ground embraced within the boundaries of the area described on Exhibit B for the operation, maintenance, and repair of the Sewer Line (the "Easement"). Owner reserves the absolute right to use the property affected by the Easement for any purposes not in conflict with the rights and privileges herein granted to the Company.
3. **Termination and Vacation.** The Company hereby agrees to the vacation and termination of any portion of the Original Chelsea Corners Sewer Easement that encumbers Lot 2 to be consummated by the execution and recording of that certain Final Plat of The Shoppes at Chelsea Corners Plat No. 1, being a resurvey of a portion of Lot 2, according to Chelsea Corners West, as recorded in Map Book 28, Page 102, in the Probate Office of Shelby County, Alabama to occur concurrently herewith.
4. **Maintenance of the Sewer Line.** The Company agrees, at its sole cost, to maintain the portion of the Sewer Line located within the Easement (and any Company facilities and appurtenances therein) in good operating condition and to repair and replace such portion of the Sewer Line, as necessary, as long as the Sewer Line remains in operation. The Company shall use its best efforts to perform such work in a manner which mitigates any disruptions to Owner's, or its tenants', business operations.
5. **Covenants of the Company.** The Company shall perform all work in and around the Easement in a good, workmanlike manner. The Company shall not store any equipment on Lot 2 not within the Easement, or perform any work in connection with the Sewer Line on Lot 2 not within the Easement, absent express prior written consent from Owner. The Company shall use the Easement in accordance with all federal, state, county, municipal, and/or local laws, ordinances, rules, regulations, policies, permits, licenses, conditions, certifications, administrative requirements, procedural requirements and safety codes of any type or kind, applicable and as they be amended over time (altogether the "Laws").
6. **Covenants of the Owner.** The Owner covenants that (1) it owns the aforesaid Lot 2 free and clear of any liens, encumbrances, or covenants which would impair the Company's ownership, use, or enjoyment of the Easement granted herein, or that Owner has obtained specific written releases of the Easement from those encumbrances in a manner and form making those written releases suitable for recording, and has provided such written releases to the Company, and (2) Owner has the legal ability and authority to grant this Easement and hereby binds itself, and its successors, assigns, and heirs, to warrant and forever defend the above described Easement and the rights herein conferred against any person or legal entity whomsoever.
7. **Maintenance, Repair, and Restoration of the Easement.** When using the Easement, the Company shall, at all times, have a duty to maintain the Easement in a manner that is consistent with the condition in which the areas existed as of the commencement of each activity of the Company. The Company hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement if any disturbances are caused by the Company's work in the Easement.
8. **Insurance.** The Company, at all times during its use of the Easement, and at its expense, will procure, maintain and keep in force, and will cause any of its agents, contractors, and vendors in connection with the repair, maintenance, and operation of the Sewer Line to procure, maintain, and

keep in force, comprehensive, general liability insurance for claims for bodily or personal injury, death or property damage, occurring in or about the Easement and Lot 2, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, including contractor's protective liability if subcontractors are to be used, which shall be primary and non-contributory. Such general liability insurance shall also include coverage for liability arising from or in connection with the use of the Easement and coverage for all contractual liability assumed under this Agreement.

9. **Disclaimer and Indemnity.** Owner hereby disclaims any warranty or representation that (i) the Easement is safe or fit for the intended uses or operations thereon by the Company, or (ii) that the Easement is free of defects, latent or patent, that could affect the performance of any parties' obligations in connection with the Sewer Line, or that all of the area designated as the Easement described on Exhibit B is located within Lot 2. As a condition and covenant of the Easement granted herein, the Company agrees to indemnify, defend, save and hold harmless Owner and Owner's affiliates, successors, assigns, officers, members, employees, and agents, (the "Indemnified Parties") against and from any and all claims made or actions brought by any person or entity arising from the conduct or management of any work performed by the Company in connection with the maintenance, repair, or operation of the Sewer Line. The Company acknowledges and agrees that its agreement to indemnify and defend Owner pursuant to this Paragraph 9 shall survive any termination of this Agreement and extends to any acts and/or omissions of contractors or subcontractors associated with the Company's work at the Easement.
10. **Breach.** Except as otherwise provided herein, if the Company breaches any provision herein, then Owner may in its sole discretion, upon ten (10) days prior written notice to the Company, proceed to (i) cure the breach, in which case upon written demand, the Company shall reimburse Owner all reasonable costs and expenses incurred by Owner in connection with such cure, or (ii) institute proceedings against the Company, which may include injunctive relief and/or damages.
11. **Attorneys' Fees.** In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.
12. **Notices.** All notices and other official communications between the parties shall be in writing and be given by hand delivery or by a recognized overnight courier who maintains verification of delivery (deemed to be duly received on a date delivered), to each of the respective parties as follows:
- (b) If to Owner: The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham, AL 35242
Attn: President
- (c) If to the Company: Alabama Water Utilities
728 Valore Dr
Birmingham, AL 35244

or to such other address for any to the parties hereto as from time to time shall be designated by notice given by such party to the other party in the manner hereinabove provided.

13. **Run With the Land.** Each of the rights and obligations created by this Agreement (i) shall run with the land and shall be appurtenant to the property to which it relates, (ii) constitute a covenant running with the land, and (iii) shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns, and mortgagees.

14. **Miscellaneous.** This Agreement states the entire agreement between Owner and the Company and merges into 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 Owner and the Company. The provisions of this Agreement are severable, and in the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts, when taken together, shall constitute one and the same instrument. The undersigned represent that the undersigned have the actual authority to sign and execute this Agreement on behalf of the parties indicated and the undersigned acknowledge that the parties to this Agreement and its intended beneficiaries are relying upon this as a material representation.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Sanitary Sewer Easement Agreement to be executed and attested by its duly authorized representative on the day and year first written above.

OWNER:

THE BARBER COMPANIES INC.,
an Alabama corporation

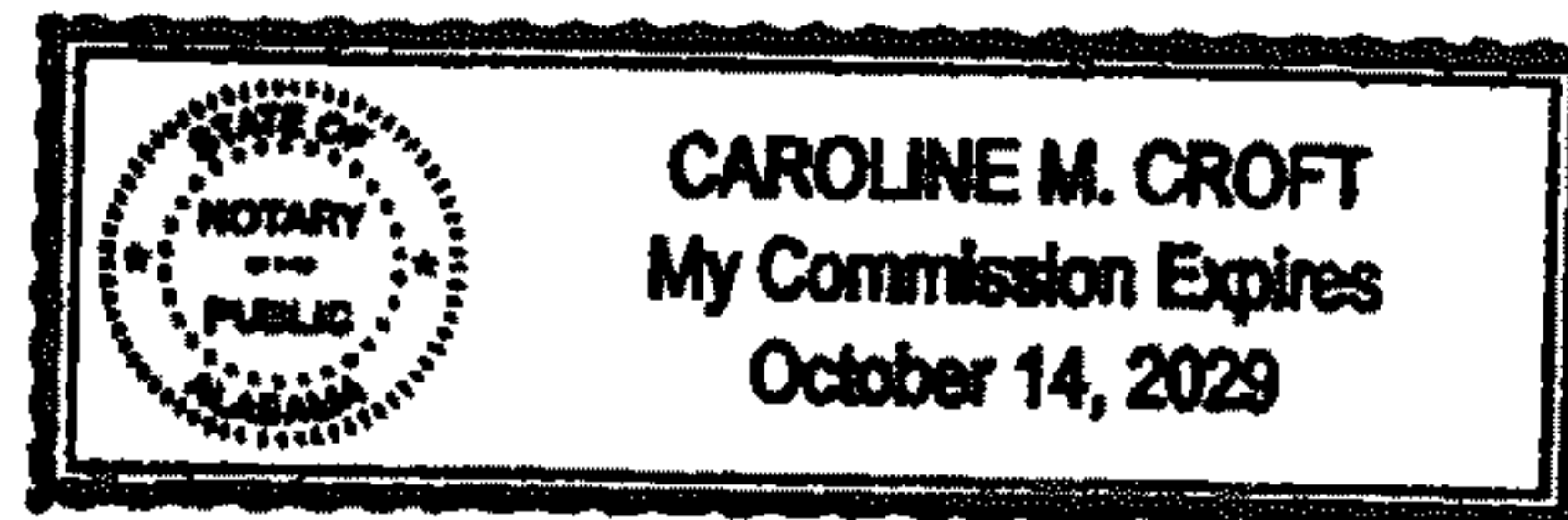
By: *Charles M. Miller, Jr.*
Printed Name. Charles M. Miller, Jr.
Its President
Date: 4/7/2026

STATE OF ALABAMA)

SHELBY COUNTY)

I, Caroline M. Croft, a Notary Public in and for said County in said State, hereby certify that Charles M. Miller, Jr., whose name as President, of THE BARBER COMPANIES, INC., an Alabama corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date Given under my hand this 7th day of April, 2026.

Caroline M. Croft
Notary Public
Caroline M. Croft
Printed Name
My Commission Expires: 10/14/2029



COMPANY:

**SHELBY RIDGE UTILITY SYSTEMS LLC,
a Delaware limited liability company**

By: *Guy Locker*

Printed Name: Guy Locker

Its: President

Date: 4.06.2026

STATE OF Alabama)

Shelby COUNTY)

I, Jessica Harnden, a Notary Public in and for said County in said State, hereby certify that GUY LOCKER, whose name as president, of **SHELBY RIDGE UTILITY SYSTEMS LLC, a Delaware limited liability company**, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date Given under my hand this 4th day of April, 2026.

Jessica Harnden
Notary Public

Jessica Harnden
Printed Name

My Commission Expires: MAY 25, 2027

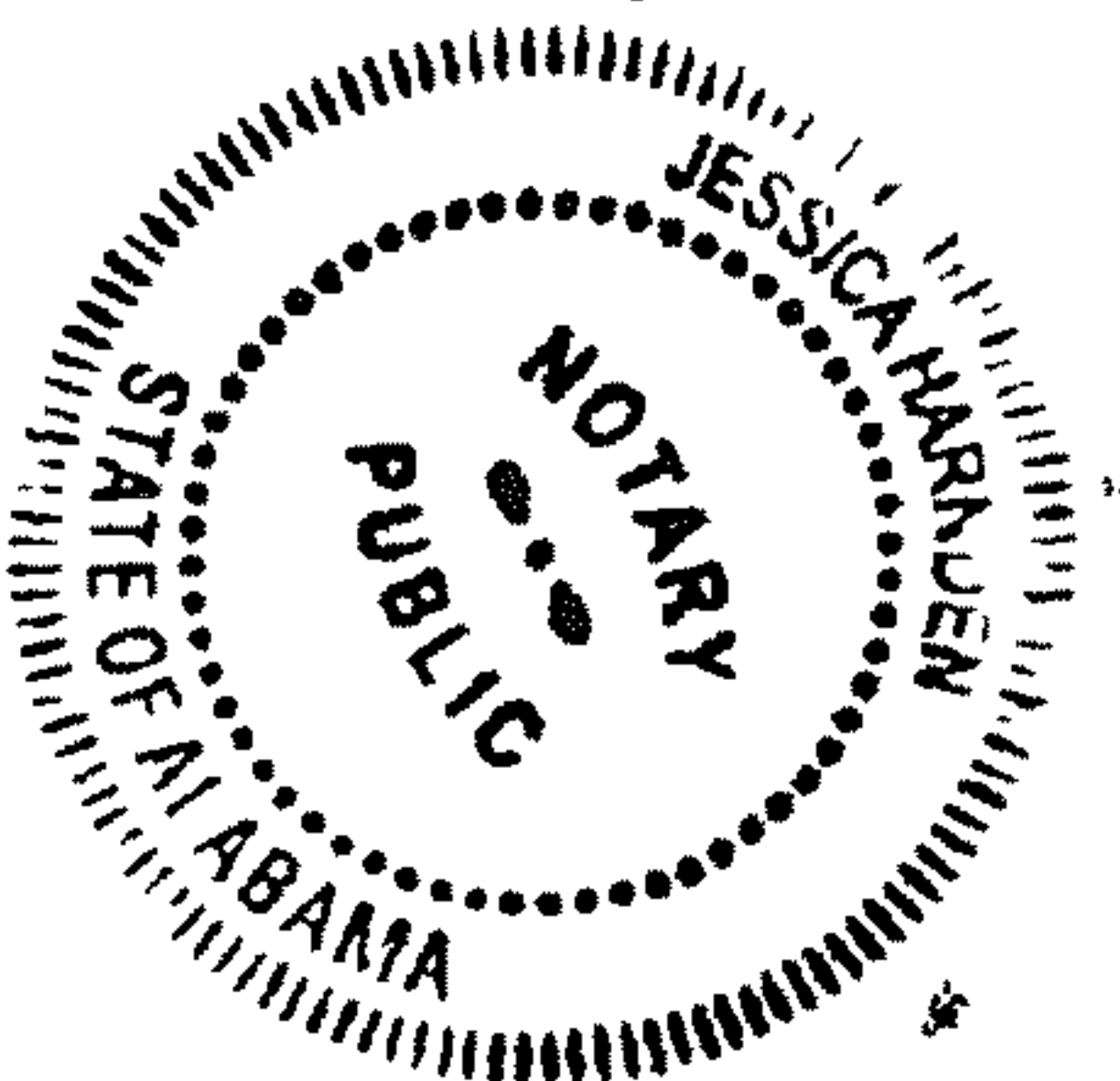


Exhibit B**Legal Description of Easement**

An easement over and across a portion of Lot 2 Chelsea Corners West as recorded in Map Book 28, Page 102 in the Office of the Judge of Probate for Shelby County, Alabama and being situated in the Southwest One-Quarter of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a found capped rebar stamped (WSE) marking the Southwest corner of said Lot 2 and lying on the Northeasterly Right of Way of CSX Railroad (100' Right of Way) and also lying on the West line of the Southeast One-Quarter of the Southwest One-Quarter of said Section 27, thence leaving said Railroad Right of Way, run North 00 degrees 36 minutes 37 seconds West along said West line for a distance of 470.85 feet to the POINT OF BEGINNING; thence continue along the last described course and along said West line for a distance of 254.01 to a found 3/8 inch rebar lying on the Southerly Right of Way of Chelsea Corners Way (80' Public Right of Way); thence leaving said West line, run North 89 degrees 25 minutes 20 seconds East along said Southerly Right of Way for a distance of 188.00 feet to a set capped rebar stamped (GSA), said point lying on a curve to the left with a radius of 10080.00 feet, a central angle of 02 degrees 25 minutes 31 seconds, a chord bearing of North 88 degrees 12 minutes 34 seconds East and a chord distance of 426.66 feet; thence run along the arc of said curve and along said Southerly Right of Way for a distance of 426.70 feet to a set capped rebar stamped (GSA); thence run North 86 degrees 59 minutes 48 seconds East along said Southerly Right of Way for a distance of 131.72 feet to a set capped rebar stamped (GSA) marking the intersection of the Southerly Right of Way of said Chelsea Corners Way and the Westerly Right of Way of Chesser Parkway (80' Public Right of Way); thence leaving said Southerly Right of Way, run South 41 degrees 13 minutes 19 seconds East along said Westerly Right of Way for a distance of 22.14 feet to a point; thence leaving said Right of Way, run South 88 Degrees 04 Minutes 34 Seconds West a distance of 80.44 feet to a point; thence run South 87 Degrees 36 Minutes 58 Seconds West a distance of 59.09 feet to a point; thence run South 88 Degrees 37 Minutes 22 Seconds West a distance of 81.44 feet to a point; thence run South 87 Degrees 48 Minutes 52 Seconds West a distance of 91.19 feet to a point; thence run South 87 Degrees 39 Minutes 20 Seconds West a distance of 71.31 feet to a point; thence run South 88 Degrees 42 Minutes 00 Seconds West a distance of 80.94 feet to a point; thence run South 88 Degrees 28 Minutes 44 Seconds West a distance of 92.54 feet to a point; thence run North 89 Degrees 08 Minutes 48 Seconds West a distance of 65.35 feet to a point; thence run North 89 Degrees 13 Minutes 52 Seconds West a distance of 78.41 feet to a point, thence run South 88 Degrees 16 Minutes 40 Seconds West a distance of 32.20 feet to a point, thence run South 25 Degrees 20 Minutes 11 Seconds West a distance of 1.56 feet to a point, thence run South 03 Degrees 29 Minutes 32 Seconds West for a distance of 59.95 feet to a point; thence run South 04 Degrees 03 Minutes 35 Seconds West for a distance of 89.77 feet to a point; thence run South 09 Degrees 02 Minutes 28 Seconds West for a distance of 93.07 feet to the POINT OF BEGINNING. Said easement containing 14,270 Square Feet, 0 33 Acres more or less



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/09/2026 08:28:45 AM
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Allie S. Bayl