

Prepared by and return to:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, AL 36601

STATE OF ALABAMA)
COUNTY OF MADISON)

GRANT OF SEWER LINE EASEMENT

18th **THIS GRANT OF SEWER LINE EASEMENT** (this "Agreement") is made as of the day of November, 2022, by **BEADLE LANE, L.L.C.**, a Delaware limited liability company ("Grantor"), to and for the benefit of the **CITY OF HUNTSVILLE, ALABAMA**, a municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of certain real property located in Huntsville, Madison County, Alabama described and depicted on **Exhibit A** attached hereto (the "Easement Area"); and

WHEREAS, Grantor has agreed to grant to Grantee, a perpetual, non-exclusive easement to permit the construction, installation, operation, ownership, maintenance, repair and/or replacement (as applicable) of a sanitary sewer line within the Easement Area for the benefit of Grantee and the general public.

NOW, THEREFORE, for and in consideration of the premises hereof, the sum of TEN NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant, stipulate and agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Easement") over and across the Easement Area, which shall inure to the benefit of Grantee to permit Grantee to construct, install, operate, own, maintain, repair and/or replace (as applicable) a sanitary sewer line for the benefit of the public. Grantee shall maintain and repair any improvements constructed or installed by Grantee in the Easement Area in accordance with applicable laws and City of Huntsville standards.

2. **Duration.** The Easement may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by Grantor and Grantee or their respective successors or assigns. The Easement shall be perpetual in duration.

3. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Grantor and Grantee relating to the subject matter hereof. The invalidity

of any one of the covenants, agreements, conditions, or provisions of this Agreement, or any portion hereof shall not affect the remaining portions hereof or any other part hereof, and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

4. Binding Effect. With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area shall be subject to the respective burdens and benefits of the Easement hereby created and granted and the terms of this Agreement to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. The easements, covenants, agreements and conditions contained or expressed herein shall run with the land and shall be binding upon and inure to the benefit of the owners of all or any portion of the Easement Area and its mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the agents, employees, tenants, invitees and licensees of each of them.

5. Applicable Law. This Agreement shall be interpreted and construed under the laws of the State of Alabama.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement effective as of the day and year first above written, even if actually executed on the date or dates reflected below as a matter of convenience only.

BEADLE LANE, L.L.C., a Delaware limited liability company

By: _____

Louis W. Breland
As Its Manager

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **Louis W. Breland**, whose name as Manager of **BEADLE LANE, L.L.C.**, a Delaware 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 such instrument, he executed the same voluntarily for said limited liability company.

Given under my hand this the 18th day of November, 2022.

Patricia Lynn Acker

NOTARY PUBLIC

My Commission Expires: 1/21/24

[NOTARIAL SEAL]



EXHIBIT "A"
The Easement Area

The Easement Area is described as follows:

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE SOUTH 88 DEGREES 45 MINUTES 06 SECONDS EAST, 4006.29 FEET TO A POINT; THENCE NORTH 02 DEGREES 06 MINUTES 50 SECONDS EAST, 1916.86 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING NORTH 88 DEGREES 45 MINUTES 06 SECONDS WEST, 30.00 FEET TO A POINT; THENCE SOUTH 02 DEEGREES 06 MINUTES 50 SECONDS WEST, 1256.88 FEET TO A POINT; THENCE SOUTH 88 DEGREES 36 MINUTES 53 SECONDS EAST, 30.00 FEET TO A POINT; THENCE NORTH 02 DEGREES 06 MINUTES 50 SECONDS EAST, 1256.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 37706 SQUARE FEET (0.86 AC.) MORE OR LESS.

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