

This instrument prepared without
examination of title by:

Mary P. Thornton
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue South
Birmingham, Alabama 35205

Inst # 1996-29599

09/09/1996-29599
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

STATE OF ALABAMA)
SHELBY COUNTY)

Inst # 1996-29599

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of this ____ day of August, 1996 by TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Grantor") in favor of KIMBRELL HOMES, INC., an Alabama corporation ("Grantee").

R E C I T A L S:

WHEREAS, on or about December 15, 1995 Grantee purchased Lot 36 according to the 1st Amended Plat of Greystone Farms, Milner's Crescent Sector, Phase 1, as recorded in Map Book 19, Page 140 in the Office of the Judge of Probate of Shelby County, Alabama ("Lot 36"); and

WHEREAS, Grantee is constructing a single family residence upon said Lot 36; and

WHEREAS, for access to said single family residence, Grantee desires to construct a driveway which will encroach into and upon Grantor's adjoining property; and

WHEREAS, Grantor desires to grant and convey to Grantee an easement over, across and upon a portion of Grantor's adjoining property for such driveway.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements of the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant, declare and agree as follows:

1. **Description of Easement.** The driveway constructed or to be constructed on Lot 36 encroaches into Grantor's adjoining property at the easternmost boundary of Lot 36 as shown on Exhibit A attached hereto and made a part hereof. The driveway easement granted hereby by Grantor to Grantee pertains only to that portion of

Grantor's adjoining property as is encroached upon by Grantee's driveway, as shown on Exhibit A, and to no other portion of Grantor's adjoining property (the "Driveway Easement").

2. **Declaration of Easement.** Grantor does hereby grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns, the permanent, perpetual and exclusive Driveway Easement for the purpose of constructing, maintaining and using a driveway as access to and from the single family dwelling situated or to be situated upon said Lot 36. The Driveway Easement is to be used for no purpose other than for a driveway and no building, structure or other improvement shall be constructed or permitted by Grantee upon said Driveway Easement.

3. **Nature of Easement.** The Driveway Easement granted hereby is for the exclusive use of Grantee as owner of said Lot 36, and its successors and assigns; said Driveway Easement to be used only as an appurtenance to the use and occupancy of Lot 36. The Driveway Easement granted hereby is to run with the land and may not be severed from the ownership of Lot 36. Any conveyance or transfer of any kind of the fee title to Lot 36, whether voluntary, involuntary or by operation of law, shall automatically be deemed to include the transfer of the Driveway Easement described herein.

4. **Hold Harmless.** Grantee, for itself and its successors and assigns, covenants and agrees to defend and hold Grantor harmless from any and all liabilities, costs, damages or claims arising out of or resulting from the Driveway Easement granted hereby. Grantee, for itself and its successors and assigns, acknowledges and agrees that Grantor shall have no responsibility, obligation or liability for the maintenance or repair of the Driveway Easement, that Grantee shall be solely responsible and liable for the maintenance and condition of the Driveway Easement, and that Grantee shall maintain the Driveway Easement in a good and safe condition.

5. **Binding Effect.** The provisions of this instrument shall run with the land described and shall inure to the benefit of the heirs, successors and assigns of Grantee as owner of said Lot 36. This Easement Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only by the written consent of the parties hereto, or their successors or assigns. This Easement Agreement shall be construed under the laws of the State of Alabama.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, for the uses and purposes for which said Driveway Easement is granted, so long as said Driveway Easement is used by Grantee, its successors and assigns, for the uses and purposes hereinabove described for which said Driveway Easement is granted.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal this
the 23rd day of August, 1996.

GRANTOR:

TAYLOR PROPERTIES, L.L.C., an
Alabama limited liability company

By: Michael D. Fuller
Michael D. Fuller
Its Manager

GRANTEE:

KIMBRELL HOMES, INC., an Alabama
corporation

By: John C. Kimbrell
John C. Kimbrell
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Michael D. Fuller, whose name as Manager of Taylor Properties,
L.L.C., 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 such instrument, he, as such manager and with full authority, executed the
same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 23 day of August, 1996.

John D. Sampson
Notary Public

[SEAL]

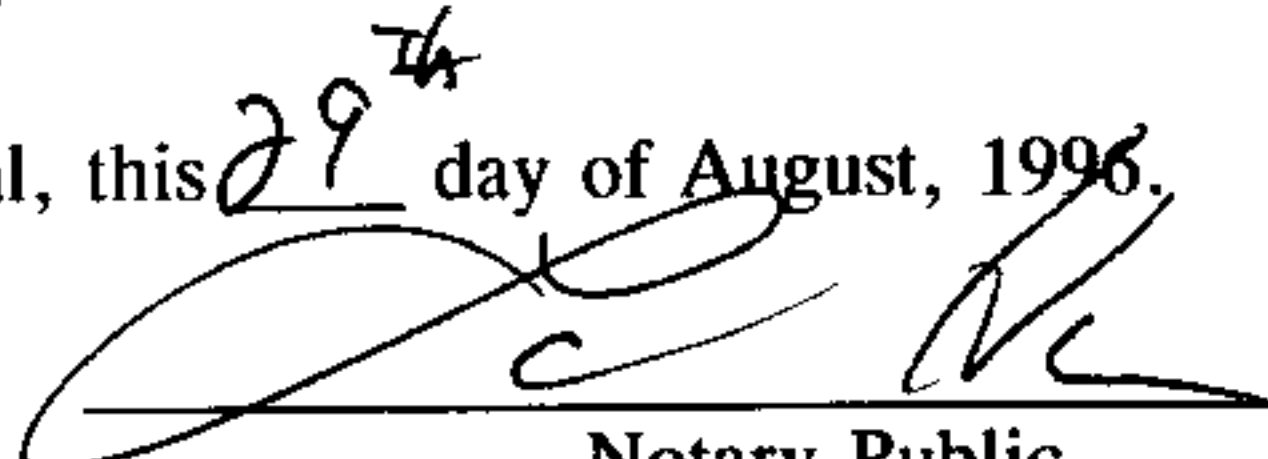
My commission expires:

7/26/97

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John C. Kimbrell, whose name as President of Kimbrell Homes, Inc., an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this 29th day of August, 1996.



Notary Public

[SEAL]

My commission expires:

MY COMMISSION EXPIRES NOVEMBER 9, 1997

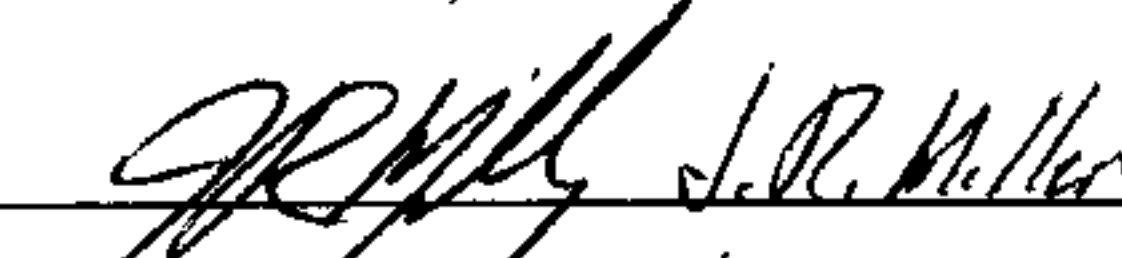
CONSENT OF MORTGAGEE

Compass Bank ("Mortgagee"), as the holder of that certain Future Advance Mortgage, Assignment of Rents and Lease~~s~~ and Security Agreement dated as of July 19, 1994, assumed by Taylor Properties, L.L.C., an Alabama limited liability company, and recorded as Instrument No. 1994-22321 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time has joined in the execution of this Grant of Easement for the purpose set forth below.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the Grant of Easement and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further conveyances of any property interest subject to the Mortgage.

Dated as of the 24th day of August, 1996.

COMPASS BANK, an Alabama banking corporation

By: 

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that J. R. Miller, whose name as Vice President, of Compass Bank, 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 officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal, this the 26th of August, 1996.

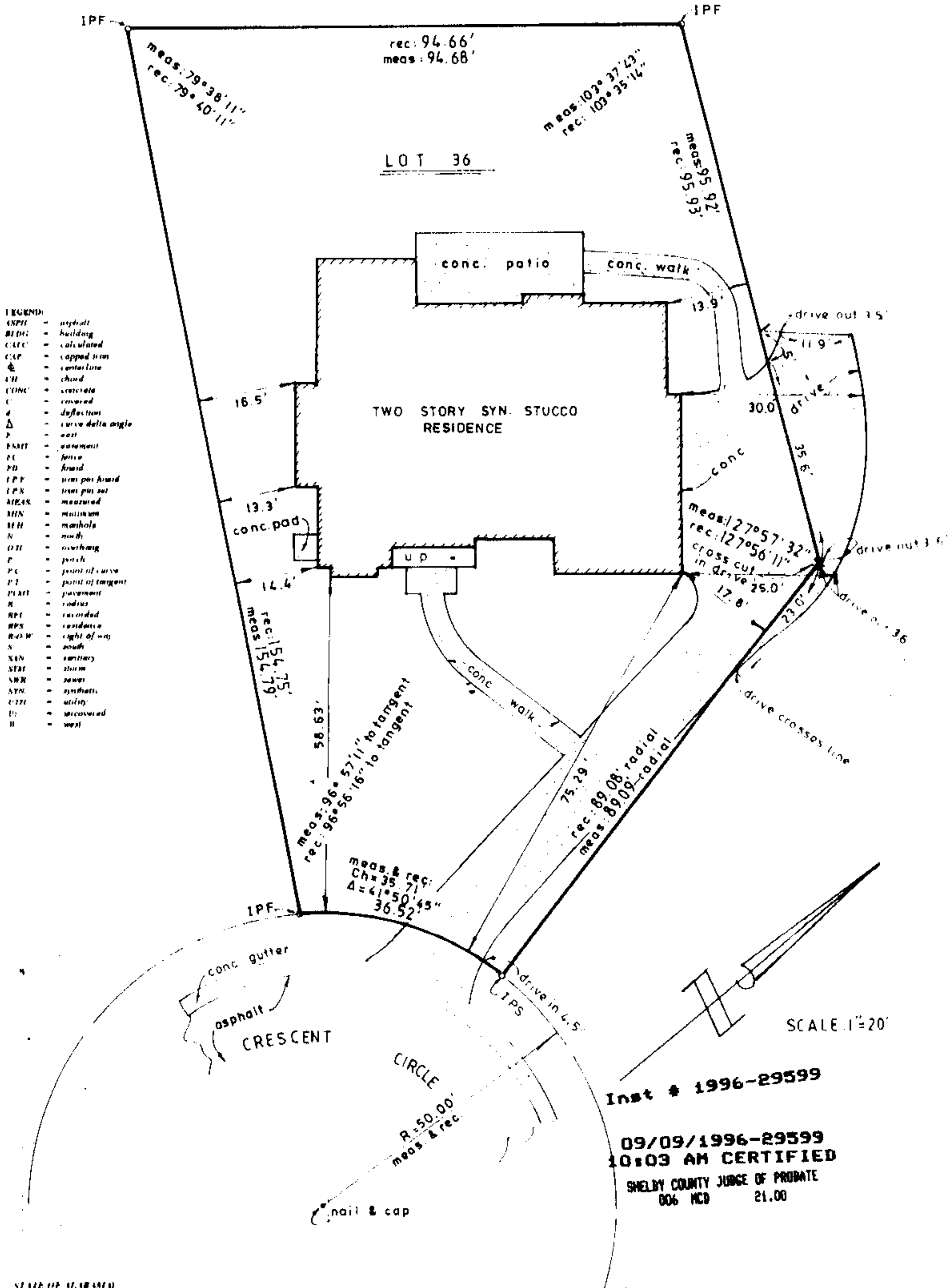
Joe Arthur
Notary Public

[SEAL]

My commission Expires:
3-23-99

tp/tcc14/MILN-36.EAS

EXHIBIT A TO EASEMENT AGREEMENT



STATE OF ALABAMA
COUNTY OF SHELBY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed Lot 36, 1ST AMENDED PLAT OF GREYSTONE FARMS MILNERS
CRESCENT SECTOR-PHASE I as recorded in Map Volume 19, on Page 140

In the Office of the Judge of Probate SHELBY County, Alabama; that this survey meets or exceeds the Minimum Technical Standard for the Practice of
Surveying in the State of Alabama; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is in zone "C" according
to F.I.R.M. community panel 010191 00250 (Shelby County, AL), dated 9-16-82; that the correct address is as follows:

4120 CRESCENT CIRCLE

according to my survey of B-16-96 Survey is not valid unless it is sealed with embossed seal or stamped in red.

K. B. WEYGAND & ASSOCIATES, P.C.

Order No. 58243
Purchaser: LEBOW
Type of Survey: mor 1996 logn
closing

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. #12158, Phone 901-8985