

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

08/28/2001-36997
12:22 PM CERTIFIED
EASEMENT AGREEMENT
SHELBY COUNTY JUDGE OF PROBATE
004 CH 20.00

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 2ND day of May, 2001 by and between GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), and GARY G. CRUMPTON and wife, CHERI H. CRUMPTON ("Grantees").

RECITALS:

Pursuant to Section 3.06 of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 (the "Declaration") recorded as Instrument #1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office"), Grantor reserved for itself and its successors and assigns a permanent, perpetual and non-exclusive easement over, across, through, under and upon all Lots, as defined therein, for the purposes of installing, operating and maintaining thereon utility lines, pipes, conduit and other apparatus.

Grantor has heretofore subjected the following real property (collectively, the "Affected Lots") to the terms and provisions of the Declaration, each of which constitutes a Lot or a part of the Common Area, as such terms are defined in the Declaration: (i) Lot 219, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, Page 66 in the Probate Office, (ii) Lots 301 and 302, according to the Survey of Greystone Legacy, 3rd Sector, as recorded in Map Book 27, Page 109 in the Probate Office, (iii) Lots 409, 410 and 411 according to the Survey of Greystone Legacy, 4th Sector, as recorded in Map Book 28, Page 41 in the Probate Office (the "4th Sector Survey") and (iv) the real property designated as Common Area on the 4th Sector Survey (which Common Area is directly adjacent to the Grantees' Property, as hereinafter defined).

Grantees are the owners of Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Probate Office (the "Grantees' Property"). The Grantees' Property is not subject to the Declaration but is contiguous to or is in close proximity with the Affected Lots.

Grantor has heretofore constructed and installed an underground water line and a water meter (collectively, the "Water Line") on those portions of the Affected Lots which are more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Easement Property")

and has caused the Water Line to be connected to the public water lines owned by Shelby County, Alabama (the "County") which are situated within the private roadway known as Legacy Drive situated adjacent to the Grantees' Property and the Affected Lots. The Water Line provides water service from the County to the single-family residence situated on the Grantees' Property.

Grantor desires to grant to Grantees a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the maintenance, operation, repair and replacement, if necessary, of the Water Line subject to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easement.**

(a) Grantor does hereby grant to Grantees, their heirs, executors, administrators, personal representatives and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the purposes of constructing, installing, erecting,

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replacing, relocating, maintaining and operating the Water Line and any additional underground water lines and improvements thereto in order to provide water service from the County to any single-family residences situated on the Grantees' Property.

(b) The easement granted herein shall be (i) used by Grantees, their heirs, executors and assigns solely for any single-family residences situated on the Grantees' Property; (ii) and is a covenant running with the land; (iii) binding upon and inure to the benefit of Grantor and Grantees and their respective heirs, executors, administrators, personal representatives, successors and assigns and (iv) used in common with Grantor and any of its successors and assigns, including all public utility companies which have been granted easements for public utilities over and upon the Easement Property.

2. **Maintenance of Water Line.** Grantees shall, at their sole cost and expense, be responsible for maintaining, operating, repairing and, to the extent necessary, replacing, the Water Line. Grantor and Grantees acknowledge and agree that, pursuant to that certain Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions dated as of August 13, 1998 (the "**Amendatory Agreement**") recorded as Instrument #1998-32193 in the Probate Office, the Grantees' Property constitutes an Adjacent Saddle Creek Lot, as defined therein. Furthermore, Grantor and Grantees acknowledge and agree that the provisions of Sections 1.04 and 1.05 of the Amendatory Agreement are incorporated herein by reference and Grantees shall, at all times, be bound by and comply with the terms and provisions of Sections 1.04 and 1.05 of the Amendatory Agreement in connection with the construction and utilization of the Water Line on or within the Easement Property.

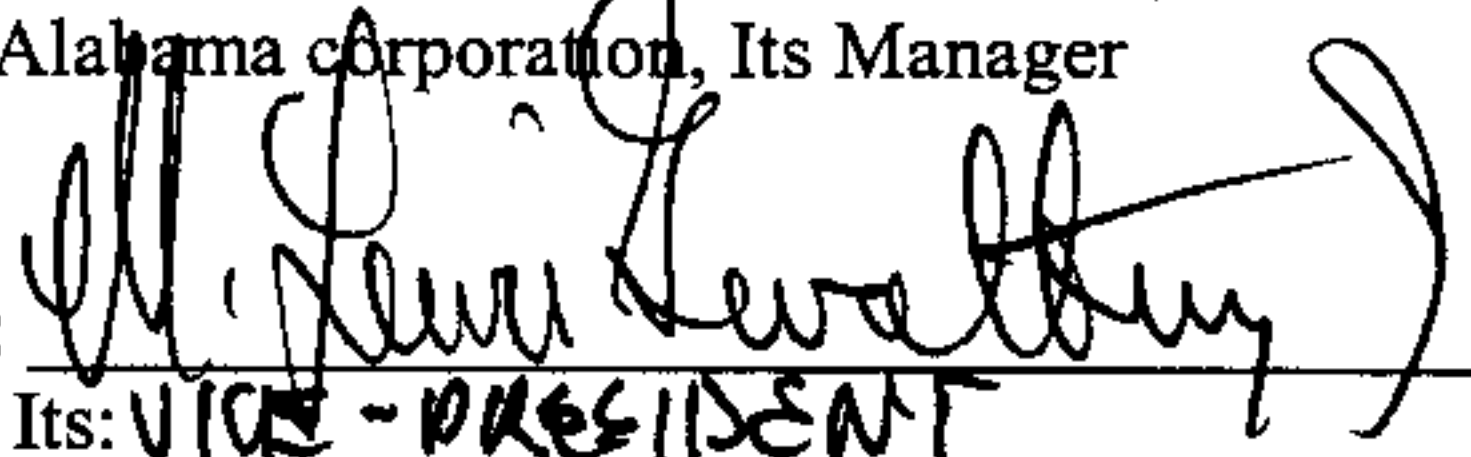
3. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of Grantor and the then record owner of the Grantees' Property. The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof. Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

GREYSTONE DEVELOPMENT COMPANY, LLC,

By: DANIEL REALTY CORPORATION,
an Alabama corporation, Its Manager

By: 
Its: **VICE - PRESIDENT**

GRANTEES:

Gary G. Crumpton

Cheri H. Crumpton

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that M. Lewis Gwaltney Jr. whose name as Vice President of DANIEL REALTY CORPORATION, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, 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 officer and with full authority, executed the same voluntarily for and as the act of such corporation in its capacity as manager of said limited liability company.

Given under my hand and official seal this the 2nd day of May, 2001.

Donna L. Bonds
Notary Public

My Commission Expires: 11-2-03

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of May, 2001.

Barbara Cheryl Mann
Notary Public

My Commission Expires: 12/28/02

EXHIBIT A

Legal Description of Easement Property

The Easement Property consists of:

(a) A ten (10) foot strip of land running along the rear lot lines of (i) Lot 219, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, Page 66 in the Office of the Judge of Probate of Shelby County, Alabama, (ii) Lots 301 and 302, according to the Survey of Greystone Legacy, 3rd Sector (the "3rd Sector Survey"), as recorded in Map Book 27, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama, which 3rd Sector Survey also designates the foregoing ten (10) foot strip of land as easement areas for public utilities and (iii) Lots 409, 410 and 411, according to the Survey of Greystone Legacy, 4th Sector (the "4th Sector Survey"), as recorded in Map Book 28, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama, which 4th Sector Survey also designates the foregoing ten (10) foot strip of land as easement areas for public utilities; and

(b) A ten (10) foot strip of landing running along the westernmost boundary of that certain real property (situated directly adjacent to the Grantees' Property) designated as "Common Area" on the 4th Sector Survey situated directly adjacent to the Grantees' Property.

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