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JMA

[DRAFT 09/10/09: JKL]

STATE OF ALABAMA)

JEFFERSON COUNTY)



20090917000355130 1/7 \$29.50
Shelby Cnty Judge of Probate, AL
09/17/2009 08:50:54 AM FILED/CERT

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by **LINDA SWALLEY**, an individual resident of Jefferson County, Alabama ("Grantee" herein) to **SMYER LAKE HOMEOWNERS ASSOCIATION, INC.**, an Alabama non-profit corporation ("Grantor" herein), the receipt of which is hereby acknowledged by Grantor, Grantor, subject to the Relocation Option hereafter provided for, does hereby grant, bargain, sell and convey unto Grantee a perpetual, non-exclusive easement for ingress, egress, utilities and pedestrian and vehicular traffic running with the land (the "Easement") fifteen (15) feet in width for the purpose of constructing, reconstructing, maintaining and repairing a private drive serving Grantee's Property (hereinafter defined), and for the purpose of installing, constructing, maintaining and repairing utilities, including one or more water lines, within the Easement serving Grantee's Property, over, under and across a parcel of real property owned by Grantor in Shelby County, Alabama, described in Exhibit "A" hereto ("Grantor's Property"). Grantee's Property is described in Exhibit "B" hereto, and the Easement shall extend from Smyer Lake Way to Grantee's Property in the manner generally described as a "Proposed Stone Drive" in the plat made Exhibit "C" hereto.

In the event Grantor elects to sell or develop Grantor's Property, it may elect to have the Easement relocated on Grantor's Property to an alternative location designated by Grantor; provided, however, that such relocated Easement shall continue to provide dedicated access fifteen (15) feet in width to and from Smyer Lake Way and Grantee's Property for those purposes hereinabove provided for (the "Relocation Option" and a "Relocated Easement", respectively).

In the event that Grantor shall exercise the Relocation Option, it shall give Grantee at least one hundred eighty (180) days' prior written notice, which notice shall identify the required location of the Relocated Easement, and in that event Grantee, at Grantee's expense, shall remove all improvements located within the Easement, and shall have the right to construct, reconstruct, install and maintain the same within the Relocated Easement area. Grantee and Grantor agree, in the event of Grantor's exercise of the Relocation Option, to execute an amendment to this agreement in form and content satisfactory to Grantor to evidence the Relocation Option transaction herein provided for. Grantor shall have only a single Relocation Option, and in the event of its exercise the Relocated Easement shall be permanent.

Grantee, by acceptance of this Easement, evidences Grantee's agreement to indemnify and hold Grantor harmless from and against any and all loss, liability, claim and expense asserted against or incurred by Grantor and arising out of the use of the Easement (the use of the term "Easement"

herein shall include any Relocated Easement) by Grantee or others, including, without limitation, any attorneys' fees or other expense incurred by Grantor in connection with any such claim.

The Easement may be dedicated to The Birmingham Water Works Board or other public water utility, and in that event Grantor further agrees to join in such dedication, subject, however, to the Relocation Option herein provided for.

The Easement shall run with the land, and the terms of this Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the 13 day of SEPTEMBER 2009.

GRANTOR:
SMYER LAKE HOMEOWNERS ASSOCIATION, INC.

By: Fred C. Crum
Its: President

GRANTEE:

Linda Swalley
Linda Swalley

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that FRED C CRUM JR., whose name as PRESIDENT of **SMYER LAKE HOMEOWNERS ASSOCIATION, INC.**, an Alabama non-profit 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 said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 13 day of SEPTEMBER, 2009.

[AFFIX SEAL]

[Signature]
Notary Public

My Commission Expires: 10/28/10



STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that **Linda Swalley**, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of SEPT, 2009.

[AFFIX SEAL]

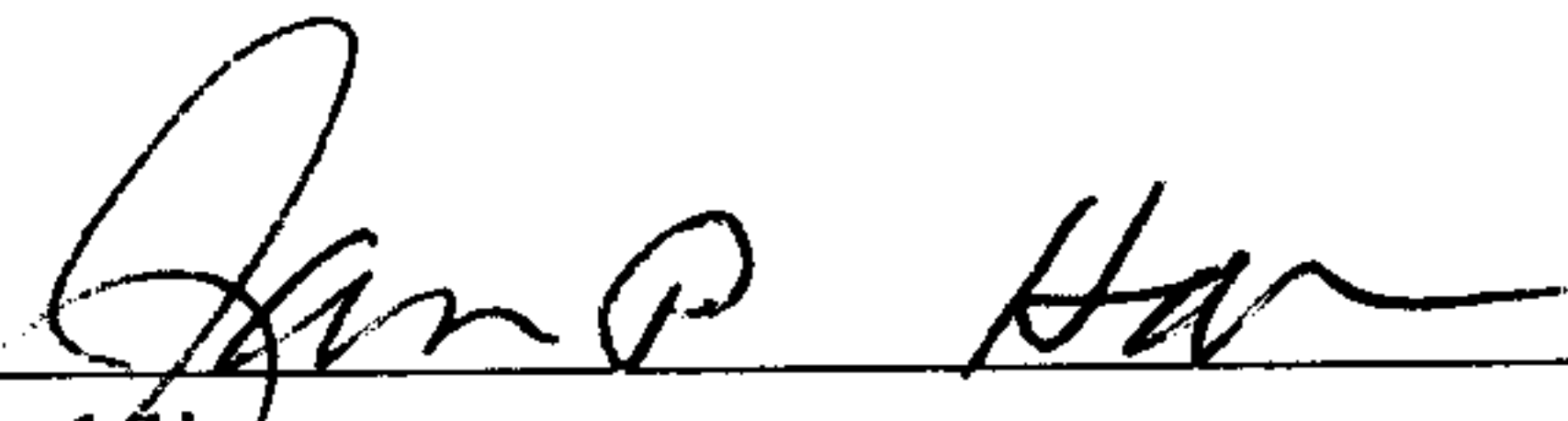

Notary Public
My Commission Expires: 3/28/2010

EXHIBIT "A"

Grantor's Property - Legal Description

AS SET OUT IN THAT DEED RECORDED IN INSTRUMENT 2006080000382700.

EXHIBIT "B"

Grantee's Property - Legal Description

LOT NO. 17 AND LOT NO. 18, ACCORDING TO THE MAP AND SURVEY OF MOUNTAIN VIEW LAKE COMPANY, SECOND SECTOR, AS RECORDED IN MAP BOOK 3, PAGE 150, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

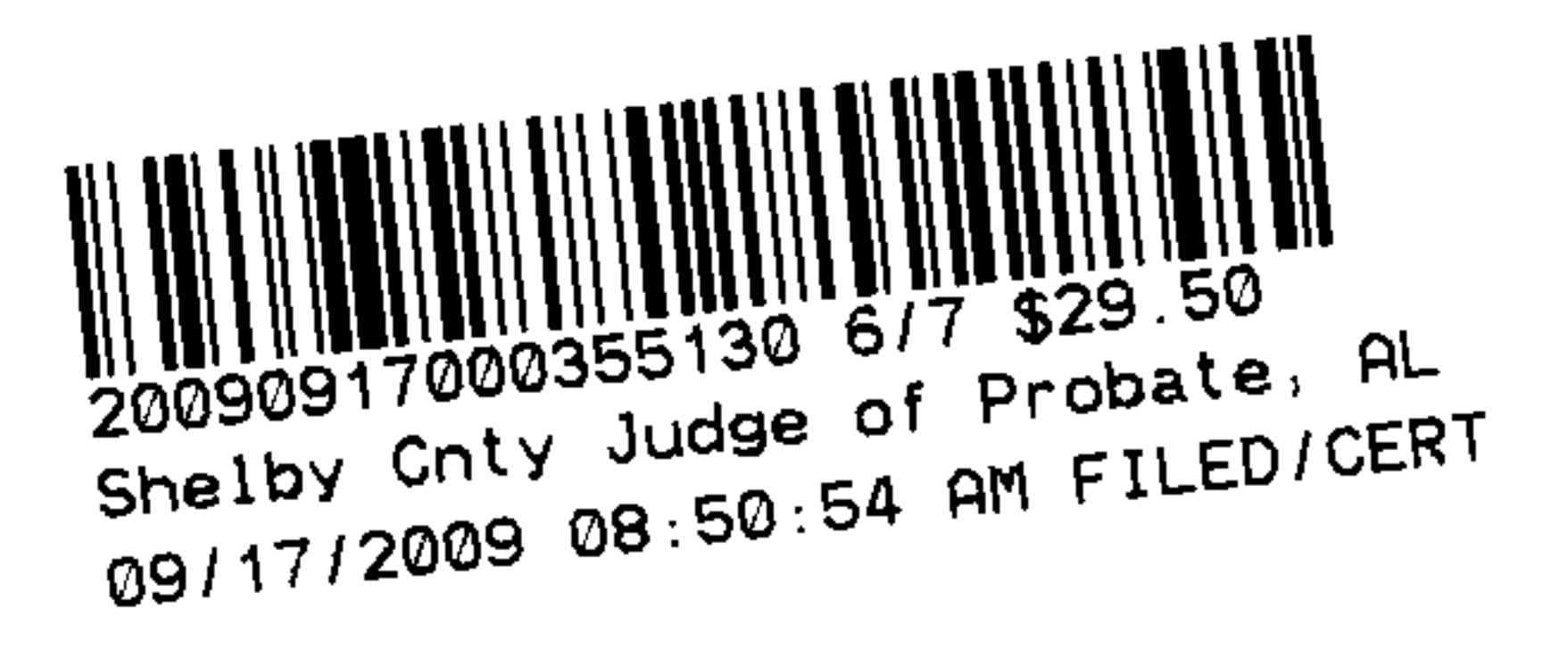
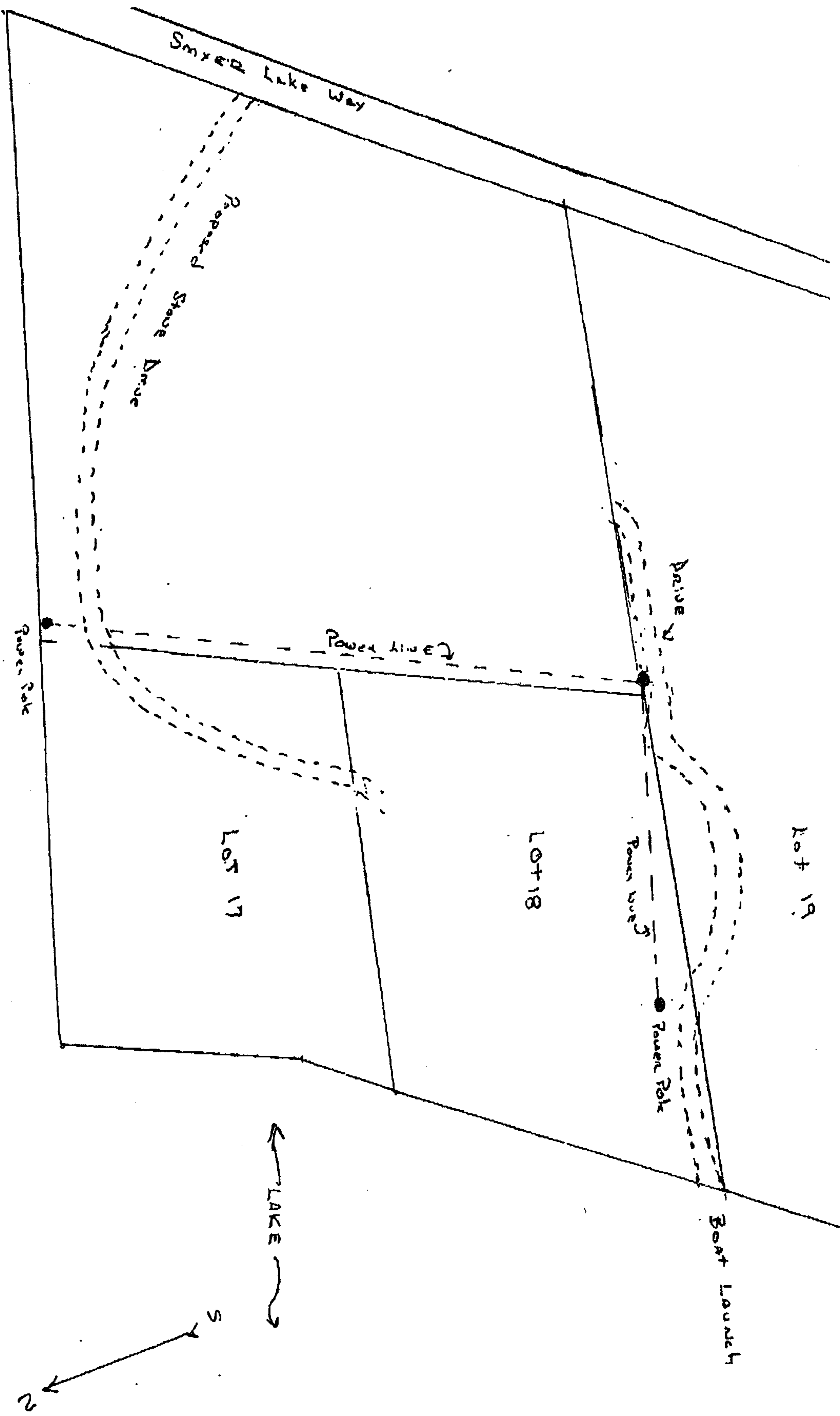


EXHIBIT "C"

Plat



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