

STATE OF ALABAMA )

SHELBY COUNTY )

\$500.00  
Prepared By:  
Leitman, Seigal &  
Payne

**DRAINAGE EASEMENT**

THIS DRAINAGE EASEMENT is made and entered into as of this 16<sup>th</sup> day of Nov., 2015, by D.R. HORTON, INC.-BIRMINGHAM, an Alabama corporation ("Horton") and Camden Cove West, LLC, an Alabama limited liability company ("Developer").

**WITNESSETH:**

WHEREAS, Developer is the original owner and developer of the single family residential development known as Camden Cove West located in the City of Calera, Shelby County, State of Alabama;

WHEREAS, Developer owns a certain developed single family residential lot described on EXHIBIT "A", attached hereto and incorporated by this reference (the "Developer Lot"), which is a part of the Subdivision; and

WHEREAS, Horton owns a certain developed single family residential lot described on EXHIBIT "B", attached hereto and incorporated by this reference (the "Horton Lot"), which is a part of the Subdivision; and

WHEREAS, Developer desires to grant to Horton and Horton desires to accept from Developer an easement for an underground water drainage line (the "Drainage Line") over and across the portion of Lot 219 as shown on that certain plat dated April 2, 2000, a copy of which is attached as Exhibit "C", incorporated by this reference; and

WHEREAS, the parties desire the establishment of this Easement to be governed according to the terms and provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Horton covenant and agree for themselves, their successors and assigns, as follows:

1. **GRANT AND EASEMENT:** For the benefit of the Subdivision, the Lots, Developer, Horton, Lot Owners, Occupants, and Permittees, but subject to the other terms hereof, Developer and Horton do hereby grant, transfer, bargain and convey, and declare a permanent and perpetual non-exclusive easement, including rights of ingress and egress, over and across portions of Lot 219 depicted on Exhibit "D", attached hereto and incorporated herein by reference (the "Easement Area") for the installation, operation, maintenance, and repair of the Drainage Improvements. The easement rights herein granted are appurtenant to and shall run with title to the Lots, whether or not such easement is referenced in any conveyance. The easement rights granted



hereunder are nonexclusive, and, notwithstanding anything to the contrary herein, Developer and Horton hereby reserve, for Developer, Horton, Lot Owners, Occupants, and Permittees, the right to use the Easement Area for any purpose which does not unreasonably interfere with the use of the Easement Area for the purposes set forth herein; provided however, no construction or placement of temporary or permanent structures or facilities, including, but not limited to fences, pavement, or buildings is permitted on, under, or above the Easement Area.

2. **MAINTENANCE OF EASEMENT PREMISES:** Each Lot Owner shall be responsible for maintaining, repairing and replacing that part or portion of the Drainage Improvements that is located on or within its Lot, including cutting and removing trees, debris, and other obstructions which may interfere with the use and operation of the Drainage Improvements, so that such portion or part remains in good repair. The construction, repair, replacement, improvement or maintenance in, to or on the Drainage Improvements shall be carried on in a reasonably diligent manner taking into consideration the nature and scope of the work being performed. All construction, repair, replacement, improvement or maintenance in, to or on the Drainage Improvements shall be done in a workmanlike manner by the relevant Lot Owner.

3. **COVENANT RUNNING WITH THE LAND:** Except as provided expressly otherwise herein, the restrictions and obligations created and imposed in this Easement Grant shall be effective upon the date hereof, shall run with the land and shall inure to the benefit of and be binding upon the Lot Owners, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such Lot Owners. Said restrictions and obligations shall be unaffected by any change of the ownership of any property covered by this Easement Grant or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

4. **PRIVATE EASEMENT:** The easements, rights and covenants established, created and granted in this instrument are for the benefit of the parties hereto and shall be construed only as creating a private right of such persons, their successors and assigns, and not of creating any rights in the public.

5. **AMENDMENT:**

(a) By Developer. As long as Developer owns any lots in the Subdivision, Developer reserves the right to unilaterally amend any exhibit or provision of this Easement Grant provided that: (i) the amendment is in writing; (ii) Horton consents in writing to such amendment, such consent not to be unreasonably withheld, conditioned, or delayed; (iii) the amendment is promptly recorded in the land records of Shelby County, Alabama; and (iv) a copy of the recorded amendment is provided to all the Lot Owners of record in the land records of Shelby County, Alabama.

(b) By Horton. As long as Horton owns any lots in the Subdivision, Horton reserves the right to unilaterally amend any exhibit or provision of this Easement Grant provided that: (i) the amendment is in writing; (ii) Developer consents in writing to such amendment, such consent not to be unreasonably withheld, conditioned, or delayed; (iii) the amendment is promptly recorded in the land records of Shelby County, Alabama; and (iv) a copy of the recorded

amendment is provided to all the Lot Owners of record in the land records of Shelby County, Alabama.

(c) By the Lot Owners. Except as otherwise expressly provided in this Easement Grant, this Easement Grant once recorded shall not be modified or altered in any respect except by a writing executed by all the Lot Owners.

(d) Reasonable Consent by Lot Owners. No Lot Owner shall unreasonably withhold, condition, or delay its consent to any amendment to this Easement Grant proposed by Developer or Horton.

6. **COOPERATION:** Each Lot Owner agrees to reasonably cooperate with Developer and Horton with regard any plats, applications, consents, or amendments with regard to the Subdivision that Developer or Horton may seek from such Lot Owner(s), and each Lot Owner shall not unreasonably withhold or delay its consent thereto (or execution thereof) upon request by Developer or Horton.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

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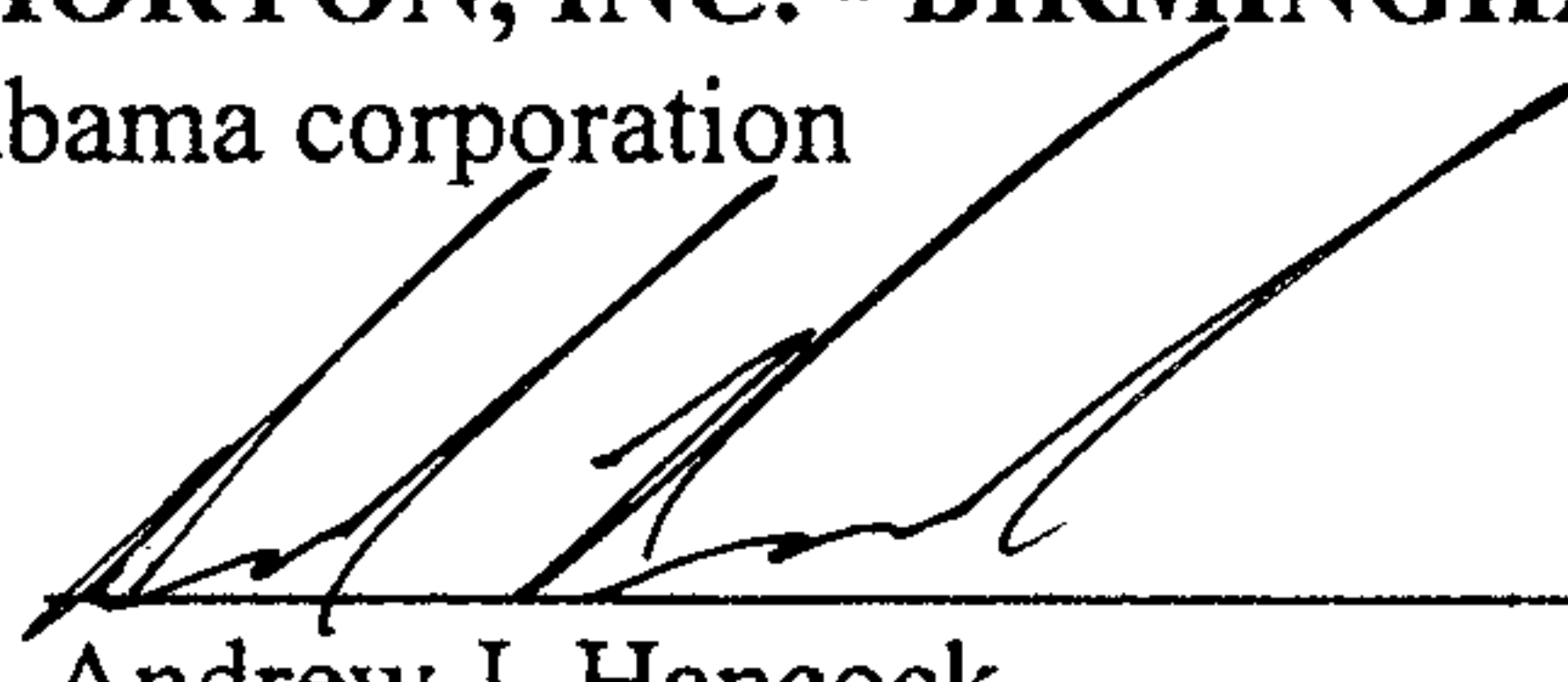
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Shelby Cnty Judge of Probate, AL  
11/23/2015 02:08:41 PM FILED/CERT



IN WITNESS WHEREOF, the duly authorized officer of D.R. HORTON, INC.-  
BIRMINGHAM has hereunder set his hand and seal on the date first set forth above.

**D.R. HORTON, INC. - BIRMINGHAM,**  
an Alabama corporation

By:



Andrew J. Hancock

Its:

Division President

STATE OF ALABAMA     )


JEFFERSON COUNTY     )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Andrew J. Hancock, whose name as Division President of D.R. Horton, Inc. - Birmingham, 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 the instrument, he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this 16<sup>th</sup> day of November, 2015.

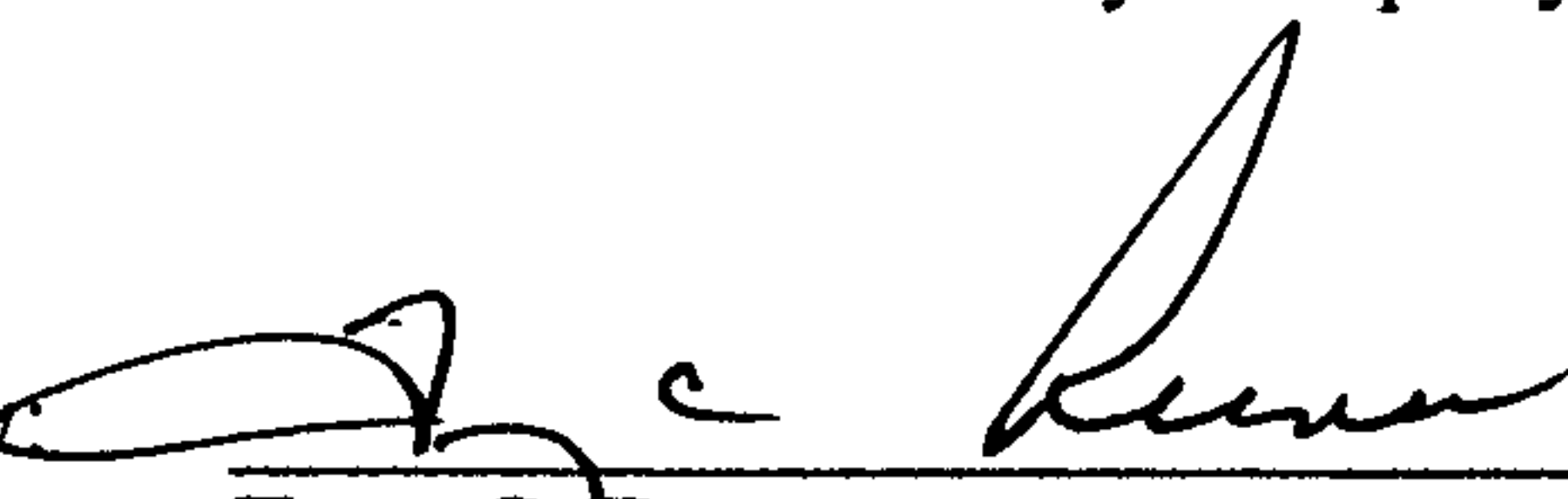


Autumn Atkins  
Notary Public  
My Commission Expires: 7/6/19

  
20151123000404550 4/9 \$38.50  
Shelby Cnty Judge of Probate, AL  
11/23/2015 02:08:41 PM FILED/CERT

IN WITNESS WHEREOF, the duly authorized representative of has CAMDEN COVE WEST, LLC hereunder set his hand and seal on the date first set forth above.

**CAMDEN COVE WEST, LLC,**  
an Alabama limited liability company


By:   
Troy C. Reeves  
Its: Authorized Representative

STATE OF ALABAMA      )

COUNTY OF SHELBY      )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Troy C. Reeves, whose name as Authorized Representative of **CAMDEN COVE WEST, 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 the instrument, he, as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 4<sup>th</sup> day of November, 2015.

  
Notary Public

My Commission Expires: \_\_\_\_\_ MY COMMISSION EXPIRES:  
May 15, 2018



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Shelby Cnty Judge of Probate, AL  
11/23/2015 02:08:41 PM FILED/CERT

## **EXHIBIT "A"**

### The Developer Lot

Lot 219, according to the Final Plat of Camden Cove West, Sector 3, Phase 3, as recorded in Map Book 39, page 131, in the Probate Office of Shelby County, Alabama.




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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT "B"**

The Horton Lot

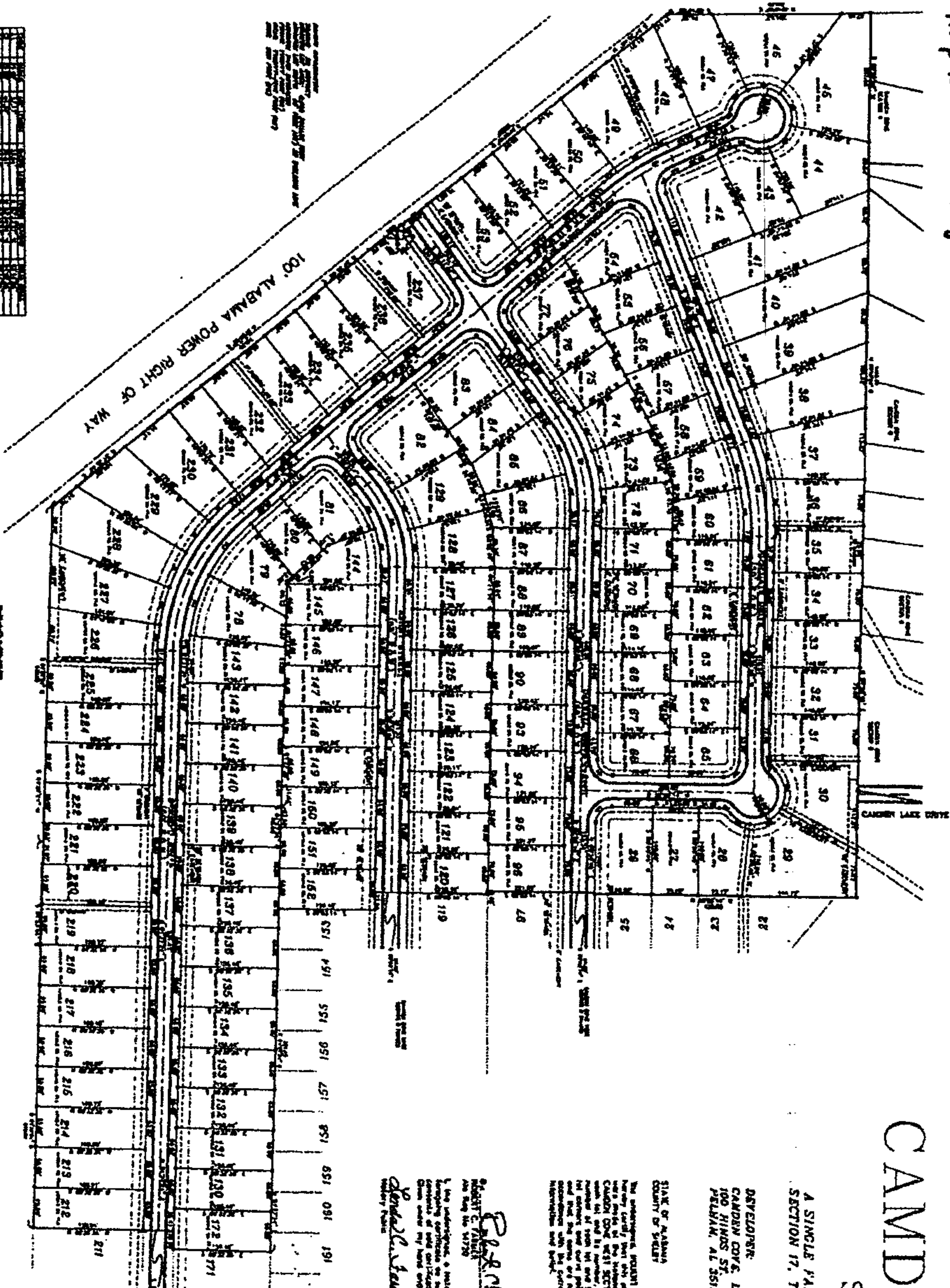
Lot 218, according to the Final Plat of Camden Cove West, Sector 3, Phase 3, as recorded in Map Book 39, page 131, in the Probate Office of Shelby County, Alabama.

  
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Shelby Cnty Judge of Probate, AL  
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Map Book 39 Page 131  
Map Book 39 Page 122

Recommending to Correct Street Name



# CAMDEN COVE WEST

SECTOR 3 PHASE 3 (Amended to Correct Street Name)

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE E 1/2 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 2 WEST, CITY OF CALERA, SHELBY COUNTY, ALABAMA.

DEVELOPER:  
CAMDEN COVE, LLC  
100 HINDS ST.  
PUEBLO, AL 35024

PREPARED BY:  
R.C. FARMER AND ASSOCIATES, INC.  
16 SOUTHLAKE LANE  
MOORE, AL 36044  
(205) 882-1110

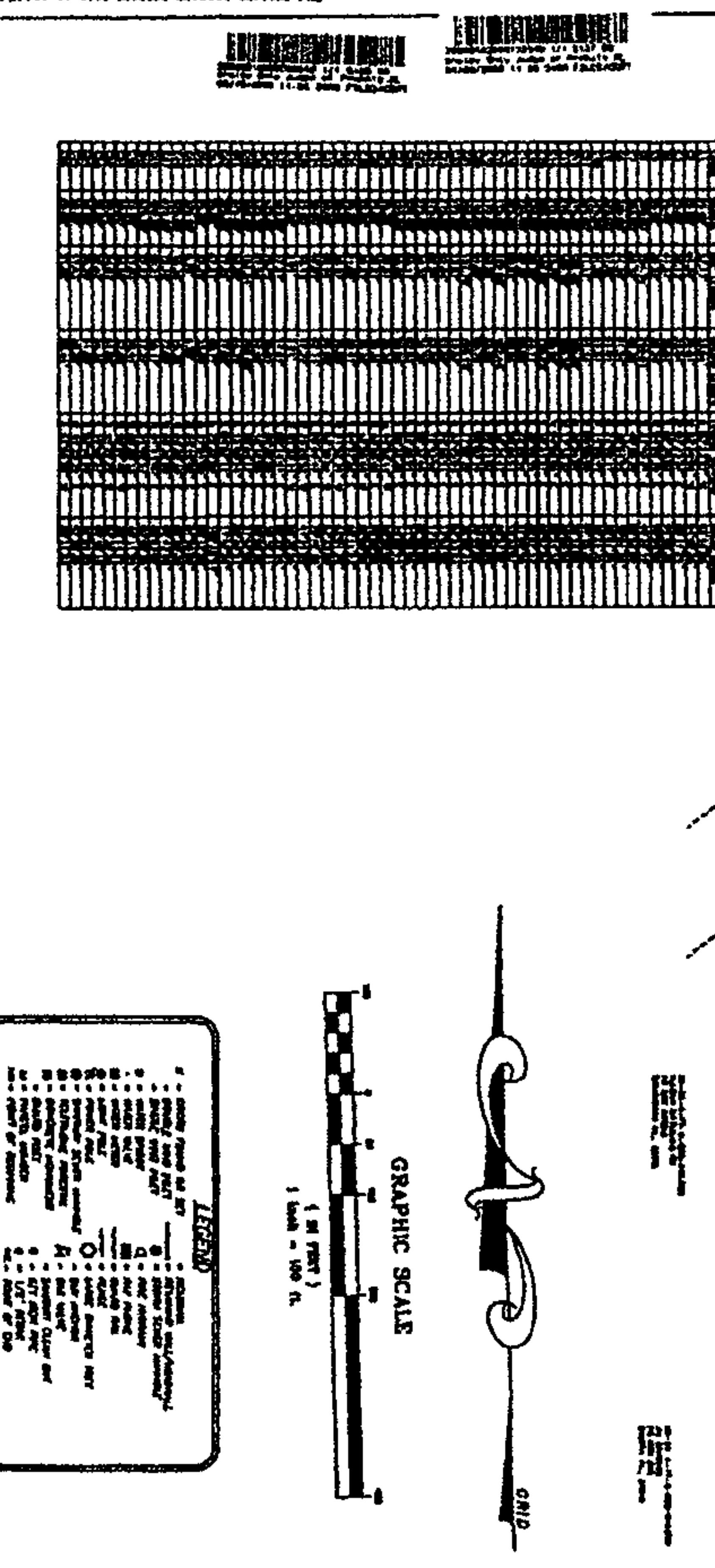
ENGINEERED BY:  
E.D.C.  
16 SOUTHLAKE LANE  
MOORE, AL 36044  
(205) 423-9168

The undersigned, R.C. FARMER, a Professional Engineer, State of Alabama, and Camden Cove, LLC, a limited liability company, do hereby certify that the plat shown on this map is a true and correct representation of the actual conditions on the ground. We further certify that the plat shown on this map is a true and correct representation of the actual conditions on the ground. We further certify that the plat shown on this map is a true and correct representation of the actual conditions on the ground.

*[Signature]*  
R.C. FARMER  
Professional Engineer  
State of Alabama  
No. 14720  
Exp. 12/31/2015

*[Signature]*  
Camden Cove, LLC  
100 Hinds St.  
Pueblo, AL 35024

*[Signature]*  
Shelby County, Alabama  
11/10/15



<b>RECORD MAP</b> I hereby certify that all parts of this survey and showing have been completed in accordance with the provisions of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, attention and belief.	<b>R.C. FARMER AND ASSOCIATES, INC.</b> SURVEYORS - ENGINEERS - PLANNERS SUITE 120 16 SOUTHLAKE LANE MOORE, AL 36044 TP 205-882-1110 • FAX 205-423-9168	<b>CAMDEN COVE WEST</b> SECTOR 3 PHASE 3 CITY OF CALERA, SHELBY COUNTY, ALABAMA OWNER: DONNIE TUCKER ADDRESS:	<b>SHelby County</b> 11/10/15
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140 139 138 137 136 135 134 133 132 131 130 129 128

226 225 224 223 222 221 220 219 218 217 216 215 214 213 212 211

D-14

15' EASEMENT

Junction Box

20' SEBARK

20' SEBARK

ADDITION DRIVE

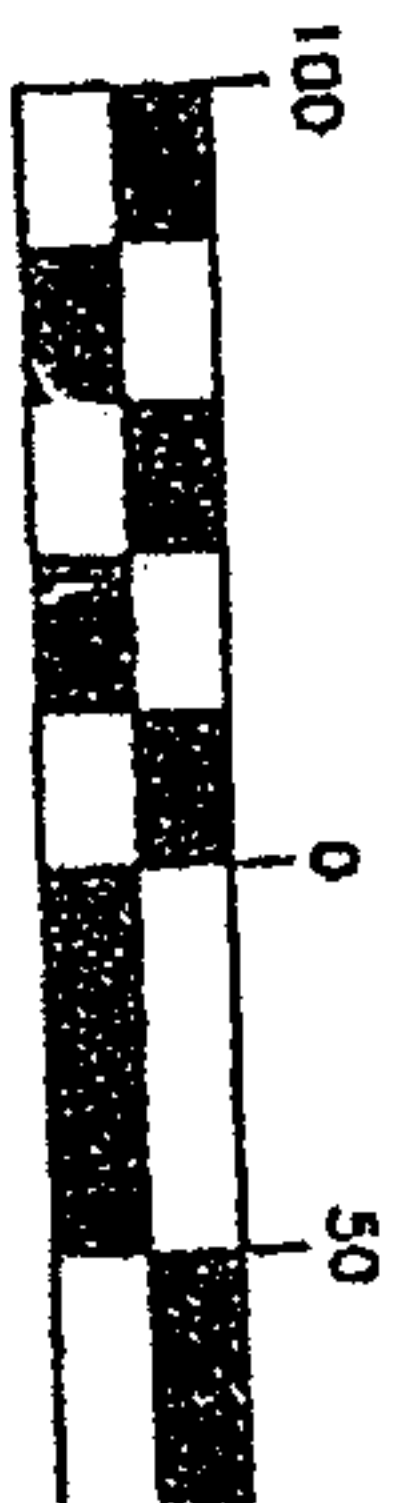
House on lot 218

Sewer drain system on 218 crossing 219 to junction box

Easement

0 50 100

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