

STATE OF ALABAMA )

147

SHELBY COUNTY )

NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT

This NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT made and entered into on this 30th day of October, 1984, by and among ROBERT M. BUSHONG and wife, MARIE B. BUSHONG (the "Lot 15 Owners"), ALAN D. WORTHINGTON and wife, NANCY C. WORTHINGTON (the "Lot 14 Owners") and JOSEPH R. BANCROFT and wife, BARBARA A. BANCROFT (the "Lot 16 Owners").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, the Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners have acquired Lot 15 ("Lot 15"), Lot 16 ("Lot 16") and Lot 14 ("Lot 14"), respectively according to the Survey of Meadow Brook, 7th Sector - 2nd Phase, as recorded in Map Book 9, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Lot 15 Owners desire to grant and the Lot 16 Owners and the Lot 14 Owners desire to accept a perpetual, permanent non-exclusive easement for purposes of ingress and egress and for utility facilities and services over certain portions of Lot 15, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants hereinafter set forth and the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Lot 15 Owners, the parties do hereby agree as follows:

1. GRANT OF EASEMENT.

(a) Subject to the terms and conditions hereinafter set forth, the Lot 15 Owners do hereby grant, sell, convey and assign unto the Lot 16 Owners and the Lot 14 Owners, their respective heirs, executors, personal representatives, successors and assigns:

✓ *Attene Monk*

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- (i) the perpetual and non-exclusive right and easement for vehicular and pedestrian passage, travel and traffic over, upon and across those certain areas of Lot 15 which are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference and graphically depicted on the plot plan attached hereto as Exhibit "B" and incorporated herein by reference the "Easement Property"), to serve as ingress to and egress from all or any portions of Lot 16 and Lot 14, respectively;
- (ii) the perpetual and non-exclusive right and easement to install, construct, maintain, replace, remove, alter and repair entranceways, roads, walks, ways and appurtenances upon the Easement Property as necessary for the use by the Lot 16 Owners and the Lot 14 Owners of the Easement Property;
- (iii) the perpetual and non-exclusive right and easement to install, construct, use, maintain, replace, remove, alter and repair all utility and communications equipment, improvements and other facilities of every nature whatsoever (including without limitation lines, pipes, mains, accessories and appurtenances for the carrying or transmission of sewage, gas, water, electricity, cable television and telephone communication) [the "Utility Facilities"] required for the development of the Lot 16 and/or Lot 14 and the construction, use and occupancy of improvements constructed or to be constructed thereon; and
- (iv) a perpetual and non-exclusive easement and right-of-way for ingress and egress over, along and across the Easement Property as may be reasonably necessary for the enjoyment and exercise of the rights and easements created herein.

(b) The easements granted hereby include all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to grade and excavate and the right to cut and keep clear all trees, undergrowth and obstructions on any portion of the Easement Property.

(c) The easements hereby granted shall be used by the Lot 16 Owners and the Lot 14 Owners on a non-exclusive basis in common with the Lot 15 Owners and shall extend to the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto; are appurtenant to and shall serve Lot 16 and Lot 14; shall be and, are covenants running with the land; and shall be

binding upon and inure to the benefit of the Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(d) The Utility Facilities shall be reasonably necessary for the development of Lot 16 and Lot 14 and shall not unreasonably impair or materially affect ingress or egress to Lot 15 or the operation of any utility facilities now or hereafter existing or serving Lot 15. The location of and construction plans for the Utility Facilities shall be subject to the approval of the Lot 15 Owners, which consent shall not be unreasonably withheld, delayed or refused.

(e) Any of the easements granted hereby may be relocated upon the unanimous consent of all of the owners of Lot 15, Lot 16 and Lot 14, but at the sole expense of the party or parties making the request for relocation; provided however, that, during and after such relocation, the easements shall be subject to and comply with the applicable terms and conditions set forth herein and shall be at least as convenient before such relocation for use by the parties not making the request for relocation.

2. CONSTRUCTION OF ROADWAY AND INSTALLATION OF UTILITIES.

(a) The Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners hereby agree that a roadway and such Utility Facilities as may be necessary to provide services to Lot 15, Lot 16 and Lot 14 shall be constructed and installed over, upon, across, through or under the Easement Property. All costs and expenses relating to such construction and installation work shall be shared equally among the Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners, whereby each such lot owner shall bear one-third (1/3) of all such costs and expenses.

(b) No fences or obstructions shall be permitted on or across the Easement Property except for sidewalks, curbing and appropriate landscaping, if any.

3. MAINTENANCE OF EASEMENT PROPERTY.

(a) The Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners shall mutually maintain the Easement Property. All costs and expenses relating to the maintenance of the Easement Property shall be shared equally among the Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners, whereby each such lot owner shall bear one-third (1/3) of all such costs and expenses.

(b) Notwithstanding anything provided in this Agreement to the contrary, the costs and expenses relating to the construction and installation of the roadway and Utilities Facilities described in Paragraph 2 above or in maintaining the Easement Property as described in this Paragraph 3 shall be subject to the approval of a majority of the then record owners of Lot 15, Lot 16 and Lot 14 prior to the performance of any such construction, installation and maintenance work. The Lot 15 Owners, the Lot 16 Owners and the Lot 14 Owners, for themselves and their respective heirs, executors, administrators, personal representatives, successors and assigns, hereby covenant not to unreasonably withhold, delay or refuse to give such approval.

4. MISCELLANEOUS PROVISIONS.

(a) This Agreement constitutes the entire agreement among the parties hereto and may be amended or modified only upon the written consent of all of the record title owners of Lot 15, Lot 16 and Lot 14.

(b) The paragraph headings and captions used herein are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) 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.

(e) The parties hereto agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by any of the parties hereto for the purpose of or in connection with consummating the transactions described herein.

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

LOT 15 OWNERS:

Robert M. Bushong  
ROBERT M. BUSHONG

Marie B. Bushong  
MARIE B. BUSHONG

LOT 14 OWNERS:

Alan D. Worthington  
ALAN D. WORTHINGTON

Nancy C. Worthington  
NANCY C. WORTHINGTON

LOT 16 OWNERS:

Joseph R. Bancroft  
JOSEPH R. BANCROFT

Barbara A. Bancroft  
BARBARA A. BANCROFT

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STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said county and said state, hereby certify that ROBERT M. BUSHONG and wife, MARIE B. BUSHONG 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of October, 1984.

  
Notary Public

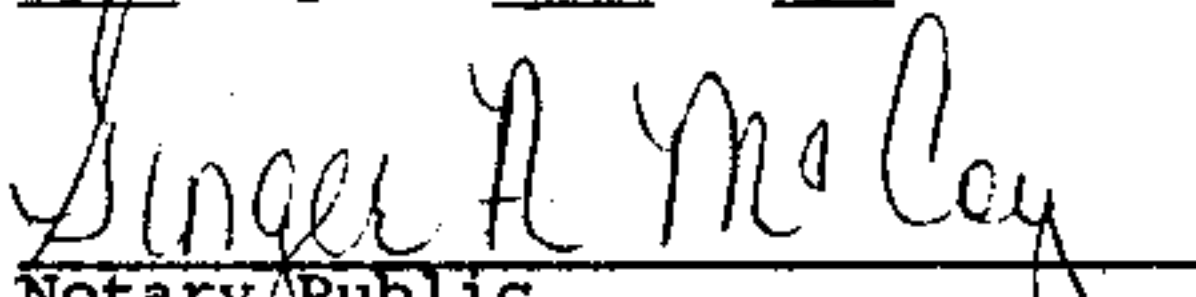
My Commission Expires: 11/13/84

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said county and said state, hereby certify that ALAN D. WORTHINGTON and wife, NANCY C. WORTHINGTON 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of Oct 1984.

  
Notary Public


My Commission Expires: 8-2-88

STATE OF ALABAMA )

JEFFERSON COUNTY )

I the undersigned, a Notary Public in and for said county and said state, hereby certify that JOSEPH R. BANCROFT and wife, BARBARA A. BANCROFT 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 the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of October 1984.

  
Notary Public

My Commission Expires: 11/13/84

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

Civil Engineers and Land Surveyors

2130 Highland Avenue - Room 311

P.O. Box 55942

BIRMINGHAM, ALABAMA 35205-5942

Telephone 939-0446

October 16, 1984

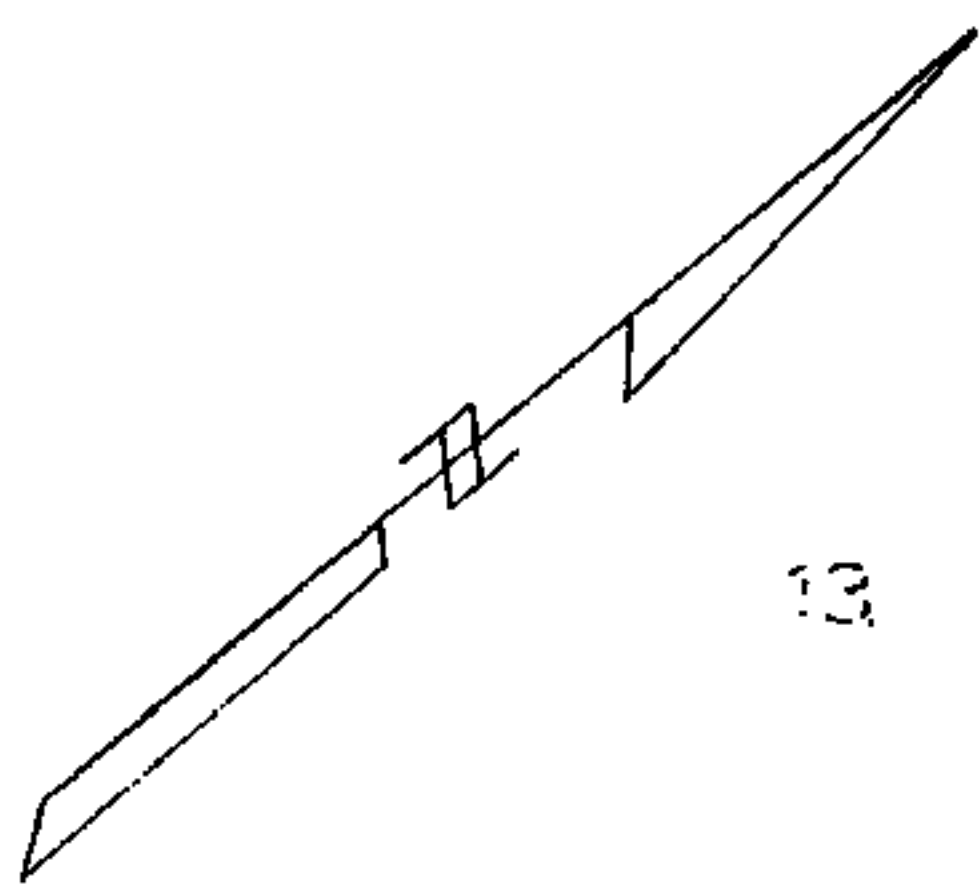
Description of an easement for ingress and egress to serve proposed Lots 14, 15 and 16, in the proposed subdivision to be known as Meadow Brook 7th Sector 2nd Phase and being more particularly described as follows:

From the southernmost corner of Lot A, in Resurvey of Lots 77 through 80 and Lots 83 through 85, Meadow Brook 5th Sector 1st Phase, as recorded in Map Book 9, Page 9, in the Office of the Judge of Probate, Shelby County, Alabama, run in a northwesterly direction along the southwest lot line of said Lot A for a distance of 47.68 feet to a point; thence turn an angle to the left of 14°-00'-00" and run in a northwesterly direction along the southwest lot line of said Lot A for a distance of 147.00 feet to the most westerly corner of said Lot A, said corner being on the southeast right-of-way line of Meadow Brook Road; thence turn an angle to the left of 90°-00'-00" and run in a southwesterly direction along a projection of said southeast right-of-way line of Meadow Brook Road for a distance of 172.41 feet to the point of beginning of the easement herein described; from the point of beginning thus obtained turn an angle to the left of 90°-00'-00" and run 247.70 feet in a southeasterly direction along the centerline of an easement which is 40 feet in width, lying 20 feet to either side of said centerline to a point; said point being the center of a circle which has a 30 foot radius and is included in said easement; thence continue along last described course for a distance of 30 feet to the end of said easement.

  
Kenneth B. Weygand, Reg. Engr.-L.S. #11768

EXHIBIT "A"

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13

23

250.00'

90°

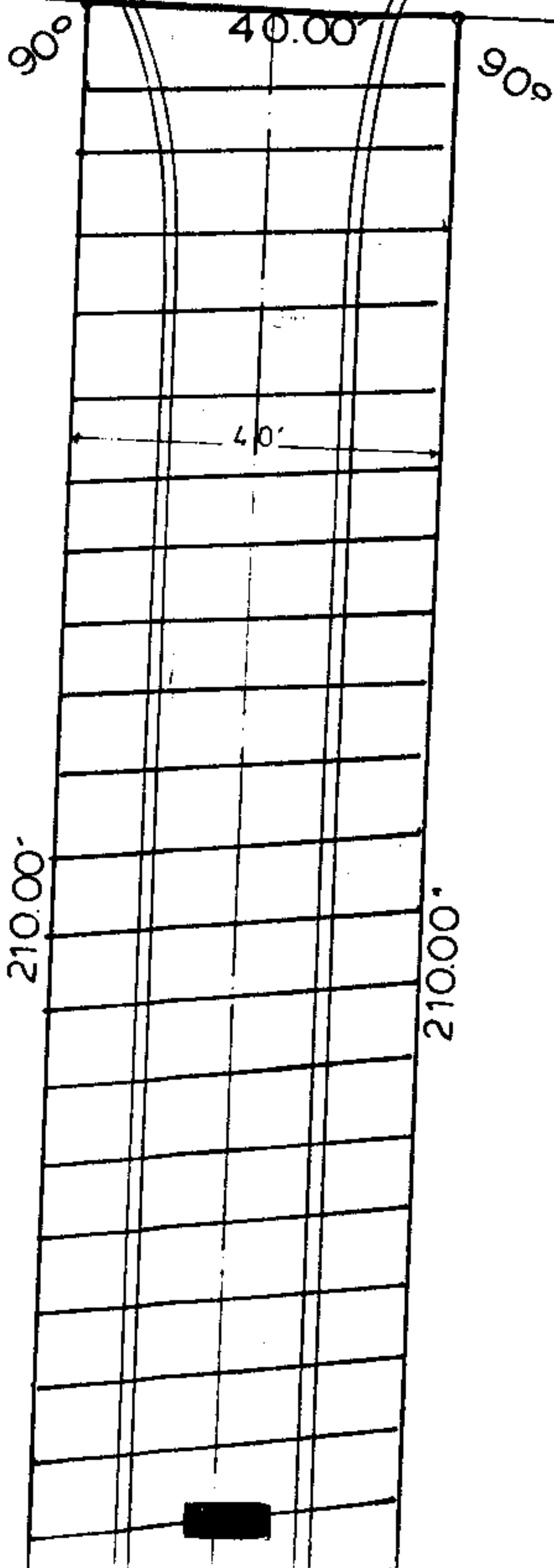
165.00'

60'

14  
37,950 SQ. FT.



MEADOW BROOK ROAD



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16  
42,459 SQ FT

152.41'

90°

147.00'

20' ESMT

166°00'00"

ESMT

RESURVEY OF LOTS 77-80 AND 82-85  
MEADOW BROOK 5th SECTOR 1st PHASE

MEADOW BROOK 13 TH SECTOR

22

10' ESM'T

157.00'

90°

103°37'37"

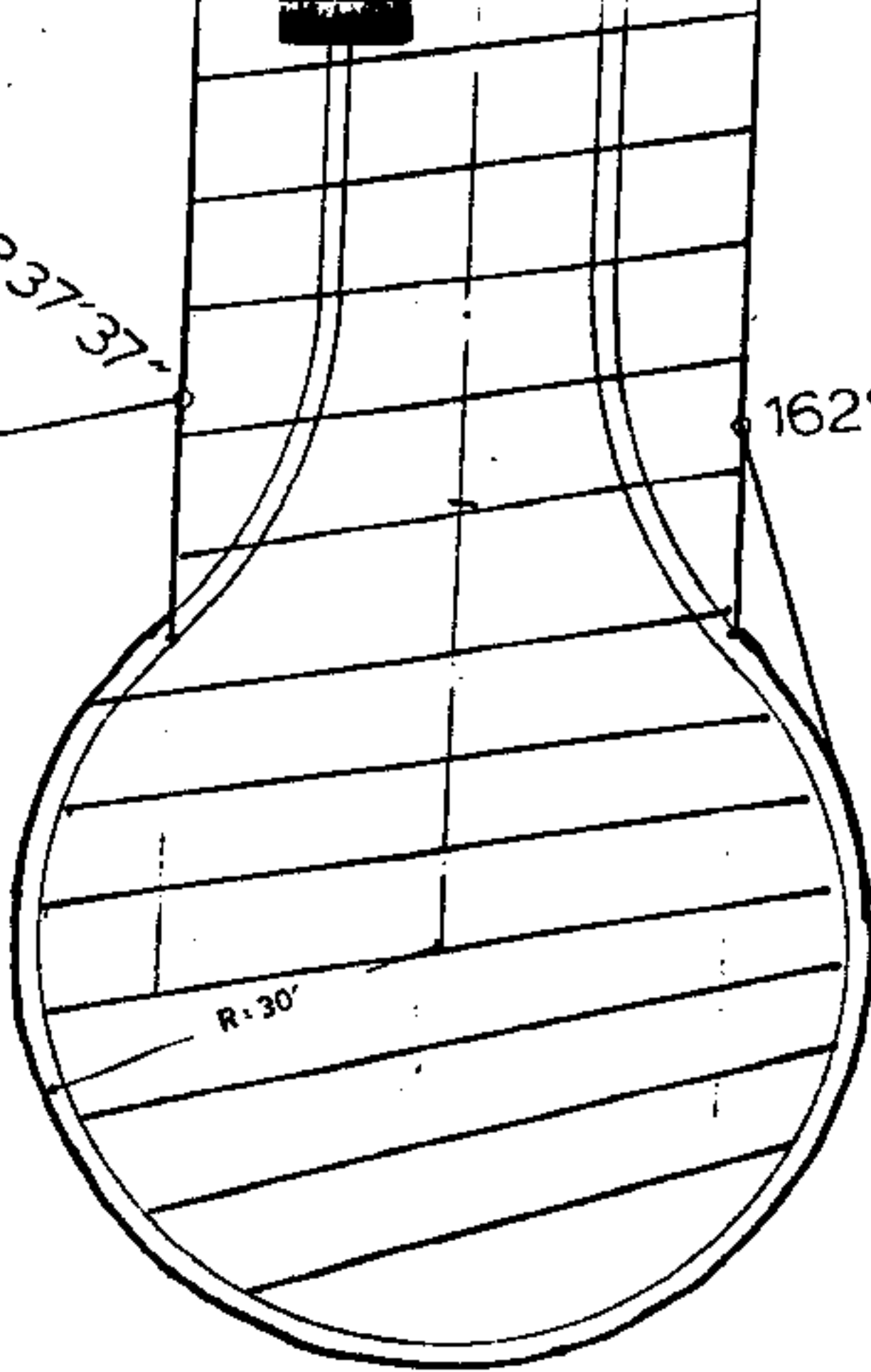
76°22'23"

169.78'

233

103°37'37"

162°17'24"



156.53'

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15  
50,852 SQ. FT.

52°03'36"

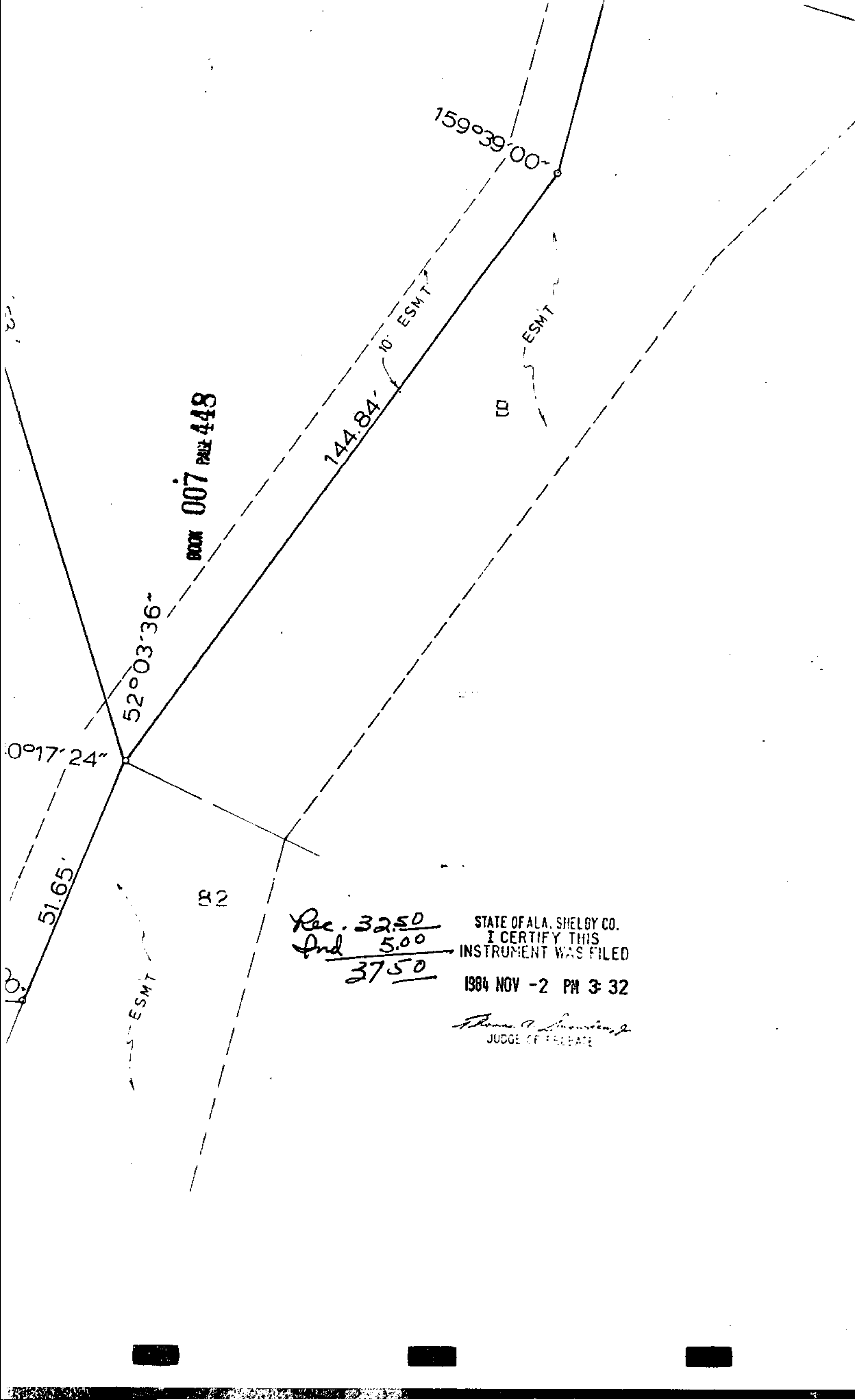
140°17'24"

51.65'

112°00'00"

10' ESMT

5' ESMT



Rec. 32.50  
Ind 5.00  
37.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1984 NOV -2 PM 3:32

*Thomas A. Johnson, Jr.*  
JUDGE OF PROBATE