

STATE OF ALABAMA)

SHELBY COUNTY)

560
EASEMENT A AGREEMENT

THIS INDENTURE, is made and entered into on this 6th day of August, 1986, by and among LIBERTY NATIONAL LIFE INSURANCE COMPANY, RIVERCHASE GARDENS, LTD., BHN CORPORATION, RIVERCHASE GARDENS II, LTD., SOUTHWOOD PARK ESTATES, INC., and BHN DEVELOPMENT CORPORATION (hereinafter referred to as "Parties of the First Part"), and WREN DEVELOPMENT, an Alabama general partnership (hereinafter referred to as "Party of the Second Part"), as follows:

W I T N E S S E T H:

WHEREAS, Liberty National Life Insurance Company is the fee owner, ground lessor and leasehold mortgagee of Lot 1, Riverchase Gardens First Sector, as recorded in Map Book 8, Page 153, in the Probate Office of Shelby County, Alabama, Riverchase Gardens, Ltd. being the ground lessee of such aforescribed property; and

WHEREAS, Liberty National Life Insurance Company is the fee owner, ground lessor and leasehold mortgagee of Lot 2, Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the aforementioned Probate Office, Riverchase Gardens II, Ltd. being the ground lessee of such aforescribed property; and

WHEREAS, Southwood Park Estates, Inc. and BHN Development Corporation are the fee owners of Lot 1, Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the aforesaid Probate Office, less and except a part thereof which now lies within the bounds of the property known as The Gables Condominium Phase II, said Declaration of Condominium being recorded in Real Record 10, Page 177, the plat of said Condominium being recorded in Map Book 9, Page 135, in the aforementioned Probate Office; and

BOOK 085 PAGE 66

WHEREAS, Wren Development, an Alabama general partnership, is the fee owner of Parcel 1 and Parcel 2 as described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, all of the aforescribed properties are contiguous to or in the proximity of certain easements which were created under documents which were not recorded, but are reflected on maps which are recorded in Map Book 8, Page 153 and Map Book 9, Page 40 in the aforementioned Probate Office, and are referenced in the Deeds of conveyance to Wren Development of the properties described on Exhibit "A" attached hereto, such Deeds being recorded in Deed Book 316, Page 844, and Deed Book 330, Page 449, in the aforesaid Probate Office; and

WHEREAS, the parties hereto wish to clarify and establish these easements, the locations and legal descriptions of same, and clarify the rights and obligations of the parties hereto with respect to such easements;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, Parties of the First Part do hereby dedicate, grant, establish, sell and convey unto Party of the Second Part, its successors and assigns, the following described non-exclusive easement, for the purpose of drainage of surface water from the properties owned by Party of the Second Part as described on Exhibit "A" hereto, and for the purpose of installing, maintaining, repairing and replacing any necessary ditches, draws, pipes in connection therewith, and any earthen embankments and slopes incident to the foregoing, said easement being more particularly described on Exhibit "B" attached hereto and made a part hereof.

Party of the Second Part hereby warrants and represents to Parties of the First Part that prior to making additional improvements in said easement (whether ditches,

draws, pipes, or grading of earthen embankments), it shall obtain Parties of the First Part's consent, not to be unreasonably withheld, and shall perform all of such work in a good and workmanlike manner, without adversely affecting the property owned by Parties of the First Part as described hereinabove.

In reliance upon the representations and warranties made above by Party of the Second Part, Parties of the First Part grant unto Party of the Second Part the right, privilege, and authority to enter upon said easement for the purposes aforesaid, and for the purposes of cutting, trimming, removing brush, trees, rock, dirt, or other obstructions upon said easement in order to properly direct such surface water.

Parties of the First Part reserve unto themselves, and their successors and assigns, the right to use said easement for the purpose of drainage of surface water from the property owned by Parties of the First Part as described hereinabove, for the purpose of installing, maintaining, repairing and replacing any necessary ditches, draws, pipes in connection therewith, and any earthen embankments and slopes incident to the foregoing, and for the purpose of cutting, trimming, removing brush, trees, rock, dirt, or other obstructions upon said easement in order to properly direct such surface water.

TO HAVE AND TO HOLD, the above described rights, privileges, authorities and easement unto Party of the Second Part, and to its successors and assigns, together with the right of entry and re-entry from time to time, as occasion may require, for the purpose of exercising the said rights, privileges, authorities and easement, hereinabove described.

The easement established and granted herein shall constitute a covenant running with the parcels of real estate and shall be binding upon Parties of the First Part, their successors and assigns, and shall inure to the benefit of Party of the Second Part, its successors and assigns.

IN WITNESS WHEREOF, Parties of the First Part,
by and through their authorized officers and general partners
and Party of the Second Part by and through its general
partners have hereto set their signatures and seals, all
on the day and year first above written.

LIBERTY NATIONAL LIFE INSURANCE
COMPANY

By: John S. Sanford
Its PRESIDENT

RIVERCHASE GARDENS, LTD.

By: Wm C. H.
Its General Partner

BHN CORPORATION

By: Wm C. H.
Its President

RIVERCHASE GARDENS II, LTD.

By: Wm C. H.
Its General Partner

SOUTHWOOD PARK ESTATES, INC.

By: Ed. G. G.
Its Vice President

BHN DEVELOPMENT CORPORATION

By: Wm C. H.
Its President

(PARTIES OF THE FIRST PART)

WREN DEVELOPMENT,
an Alabama general partnership

By: Alfred J. Wolnski
General Partner

(PARTY OF THE SECOND PART)

BOOK 085 PAGE 69

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN S.P. JAMFORD, whose name as PRESIDENT of Liberty National Life Insurance Company, a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of August, 1986.

Margaret J. Giblin
NOTARY PUBLIC My Commission Expires November 15, 1989
My Commission Expires: ALIC

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wm. C. Hulsey, whose name as General Partner of Riverchase Gardens, Ltd., a limited partnership, 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 General Partner and with full authority, executed the same voluntarily in his capacity as said General Partner on the day the same bears date.

Given under my hand and official seal this 6th day of August, 1986.

Brenda S. Taylor
NOTARY PUBLIC
My Commission Expires: 5-9-88

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wm. C. Hulsey, whose name as President of BHN Corporation, a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of August, 1986.

Brenda S. Taylor
NOTARY PUBLIC
My Commission Expires: 5-9-88

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wm. C. Hulsey, whose name as General Partner of Riverchase Gardens II, Ltd., a limited partnership, 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 General Partner and with full authority, executed the same voluntarily in his capacity as said General Partner on the day the same bears date.

Given under my hand and official seal this 6th
day of August, 1986.

Brenda S. Taylor
NOTARY PUBLIC

My Commission Expires: 5-9-88

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. L. Gardner, whose name as Vice President of Southwood Park Estates, Inc., a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th
day of August, 1986.

Patricia C. McCall
NOTARY PUBLIC

My Commission Expires: 9/13/89

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wm. C. Hulsey, whose name as President of BHN Development Corporation, a 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th
day of August, 1986.

Brenda S. Taylor
NOTARY PUBLIC

My Commission Expires: 5-9-88

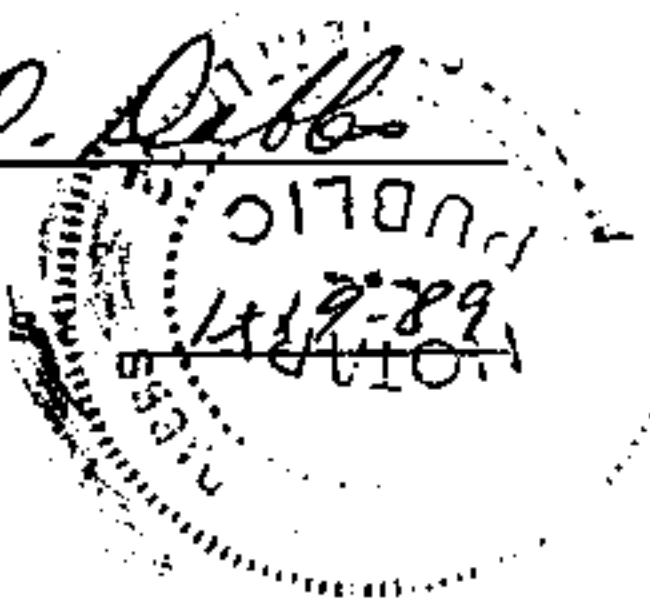
STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alfred J. Wolnski, whose name as General Partner of Wren Development, an Alabama general partnership, 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 General Partner and with full authority, executed the same voluntarily in his capacity as said General Partner on the day the same bears date.

Given under my hand and official seal this 7th day of August, 1986.

Marjorie D. Gibbs
NOTARY PUBLIC

My Commission Expires



MOD/8/009/ba

BOOK 085 PAGE 72

EXHIBIT "A"

PARCEL 1:

A tract of land situated in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 2 West, and the NE 1/4 of the NE 1/4, NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described as follows:

Commence at the NE corner of Section 30; thence West along the North line of said Section 1,245.86 feet; thence 90°00'00" left, 431.26 feet to the point of beginning, said point also being on the Southwesterly right of way of Riverchase Parkway East; thence 111°16'33" right, leaving said right of way, 127.85 feet; thence 27°54'00" left 454.41 feet; thence 20°43'00" right 482.29 feet; thence 23°31'00" left 494.05 feet; thence 90°00'00" right 437.81 feet to the Southerly right of way of a proposed road; thence 106°03'00" right, along said right of way, 31.79 feet to a curve to the left, said curve having a central angle of 56°30'00" and a radius of 630.00 feet; thence along the arc of said curve and said right of way 621.25 feet; thence tangent to said curve and along said right of way, 135.99 feet to a curve to the right, said curve having a central angle of 90°00'00" and a radius of 25.00 feet; thence along the arc of said curve and right of way 39.27 feet to the Southwesterly right of way of Riverchase Parkway East; thence tangent to said curve and along said right of way 96.62 feet to a curve to the right, said curve having a central angle of 09°02'00" and a radius of 912.88 feet; thence along the arc of said curve and said right of way, 143.93 feet; thence tangent to said curve and along said right of way, 195.08 feet to a curve to the left, said curve having a central angle of 18°09'00" and a radius of 923.44 feet; thence along the arc of said curve and right of way 292.53 feet; thence tangent to said curve and said right of way 272.05 feet to a curve to the right, said curve having a central angle of 48°40'52" and a radius of 267.71 feet; thence along the arc of said curve and right of way, 227.46 feet to the point of beginning.

Being the same property located and shown on Survey of Laurence D. Noygand, dated July 10, 1986.

PARCEL 2:

The following is a description of a tract of land situated in the SW 1/4 of Section 19, Township 19 South, Range 2 West, and the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of Section 30, Township 19 South, Range 2 West, and run in a Westerly direction along the North line of said Section a distance of 1245.86 feet; thence turn an angle to the left of 90° and run in a Southerly direction a distance of 431.26 feet to a point on the Southeasterly right of way line of Riverchase Parkway East, said point also being on the South property line of Wren Development Properties, Wren Park; thence turn an angle to the right of $111^{\circ}16'33''$ and leaving said right of way line, run in a Westerly direction along said South property line a distance of 127.85 feet; thence turn an angle to the left of $27^{\circ}54'$ and continue in a Westerly direction along said South property line a distance of 454.41 feet; thence turn an angle to the right of $20^{\circ}43'$ and continue in a Westerly direction along said South property line a distance of 482.29 feet; thence turn an angle to the left of $25^{\circ}31'$ and continue in a Westerly direction along said South property line a distance of 494.05 feet to the Southwest corner of said Wren Park property being the point of beginning; thence turn an angle to the right of 90° and run in a Northerly direction along the said West property line a distance of 437.81 feet to the Northeast corner of said Wren Park property; thence turn an angle to the left of $73^{\circ}57'$ and run in a Westerly direction for a distance of 113.63 feet to a point of curve to the left, said curve having a central angle of $10^{\circ}54'53''$ and being concave in a Southerly direction and having a radius of 755.03 feet; thence continue in a Westerly direction along the arc of said curve for a distance of 143.83 feet to the end of said curve; thence turn an angle to the left and run tangent to said curve, in a Westerly direction for a distance of 244.80 feet to a point of curve to the left, said curve having a central angle of $21^{\circ}05'07''$ and a radius of 507.32 feet and being concave in a Southerly direction; thence continue in a Westerly direction along the arc of said curve for a distance of 186.70 feet to the end of said curve; thence turn an angle to the left and along a line tangent to end of said curve run in a Westerly direction for a distance of 350.66 feet to a point of curve to the right, said curve having a central angle of $34^{\circ}23'36''$ and a radius of 360.34 feet and being concave in a Northerly direction; thence continue in a Westerly direction along the arc of said curve for a distance of 216.30 feet to a point of reverse curve, said curve having a central angle of $87^{\circ}42'36''$ and a radius of 15.0 feet and being concave in a Southeasterly direction; thence run in a Southwesterly direction along the arc of said curve for a distance of 22.96 feet; thence tangent to end of said curve run in a Southerly direction for a distance of 85.30 feet to a point of curve to the right, said curve having a central angle of $19^{\circ}57'33''$ and a radius of 295.77 feet and being concave in a Westerly direction; thence run in a Southwesterly direction along the arc of said curve for a distance of 103.03 feet; thence turn an angle to the left, from the chord of said curve of $57^{\circ}25'57''$ and run in a Southeasterly direction a distance of 286.75 feet; thence turn an angle to the left of $90^{\circ}00'00''$ and run in a Northeasterly direction a distance of 450.31 feet; thence turn an angle to the right of $54^{\circ}38'40''$ and run in a Southeasterly direction a distance of 589.98 feet; thence turn an angle to the left of $47^{\circ}25'30''$ and run in a Northeasterly direction 295.0 feet to the point of beginning.

Situated in Shelby County, Alabama.

Being the same property located and shown on Survey of Laurence D. Weygand, dated July 11, 1986.

EXHIBIT "B"

PARCEL 3:

An easement for the use, maintenance, repair and replacement of storm and surface water drainage over and across the following property:

EASEMENT PARCEL A:

Part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said Section; thence West along the North line of said section, 1,245.86 feet; thence 90°00'00" left, 431.26 feet; thence 111°16'33" right, 127.85 feet to the beginning of a 50 foot easement, lying South of, and adjacent to the following described line; thence from last stated course, 27°54'00" left, 354.41 feet to the end of said 50 foot easement and the beginning of a 25 foot easement, lying South of and adjacent to said line; thence continue along last stated course, 100.00 feet; thence 20°43'00" right, 482.29 feet; thence 25°31'00" left, 494.05 feet; thence 19°30' left 150 feet to the end of said easement; said property being part of Lot 1, Riverchase Gardens First Sector, as recorded in Map Book 8, Page 153 in the Probate Office of Shelby County, Alabama; and a part of Lots 1 and 2, Riverchase Properties Second Addition to Riverchase, as recorded in Map Book 9, Page 40, in the Probate Office of Shelby County, Alabama.

BOOK 085 PAGE 75

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>25.00</u>
4. Indexing Fee		<u>6.00</u>
TOTAL		<u>31.00</u>

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

1986 AUG -7 PM 4:11

Thomas O. Simonsen, Jr.
JUDGE OF PROBATE