

STATE OF ALABAMA)  
SHELBY COUNTY)

AGREEMENT AND GRANT OF EASEMENT

This agreement is made and entered into by and between the undersigned Annie Louise Stubbs Braswell and Julian Braswell, husband and wife (hereafter "Braswell") and Savannah Development, Inc. (hereafter Savannah") this            day of December, 1992.

W I T N E S S E T H

WHEREAS, Braswell is the owner of certain property, (hereinafter the "Braswell Land"), said property being bounded to the east by Highway 261, to the north by Aaron Road and to the south and west by the land described in Exhibit "A" attached hereto ("the Savannah Land") under contract to purchase by Savannah for development as a single family residential subdivision to be known as Chadwick (hereafter the Subdivision) and,

WHEREAS, Braswell does agree to convey an easement to Savannah, its successors and or assigns, for the purpose of installing a storm water detention facility and sanitary sewer pump station of sufficient size and capacity to allow the development of the Subdivision and the eventual development of the Braswell Land as an R-1 single family detached development, and,

WHEREAS, in order to facilitate this prior agreement the parties desire to execute this legally binding agreement and grant of easement.

NOW, THEREFORE, for and in consideration of the covenants, agreements and conditions stipulated herein and in consideration of the mutual benefits derived from this execution of this agreement the parties state the following:

1. Savannah does agree to construct storm water detention facilities and sanitary sewer pumping facilities on the property described in the attached Exhibit "B". The detention and pumping facilities to be constructed by Savannah will meet design and capacity standards required by the City of Helena or its Engineer.

2. Braswell does hereby unconditionally grant bargain, sell and convey to Savannah, its successors and or assigns, a perpetual easement on, over, across, in and under the lands described in the attached Exhibit "B" (said Exhibit "B" being attached hereto and incorporated herein as if set out in haec verba) Said easement to be used for construction, location and maintenance of sanitary and storm sewer facilities (including, without limitation a storm water detention pond) on the lands described in the attached Exhibit "B". Braswell does agree that should any condition or agreement stated herein not be met, they waive any claim of forfeiture or reversion of title.

The parties hereto acknowledge that this agreement and grant of easement represents the entire agreement between the parties and shall be binding on and inure to the benefit of their respective heirs, administrators, executors, successors and or assigns.

SAVANNAH DEVELOPMENT, INC.

BY: Susan G. Tucker  
SUSAN G. TUCKER, PRESIDENT

Annie Louise Stubbs Braswell  
ANNIE LOUISE STUBBS BRASWELL  
Julian Braswell  
JULIAN BRASWELL

10/22/1992-30926  
10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCB 15.00

Inst # 1992-30926

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that, Susan G. Tucker, whose name as President of Savannah Development, 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this the 18<sup>th</sup> day of December, 1992.

*Elizabeth D. Bech*

Notary Public

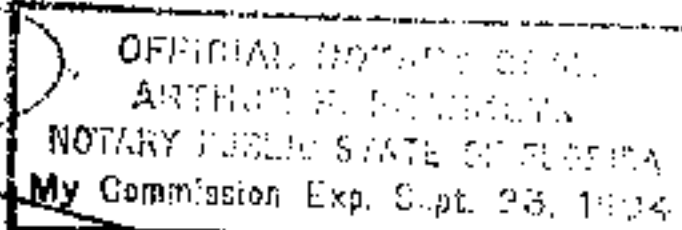
10-3-94

STATE OF FLORIDA     )  
COUNTY OF DADE     )

I, the undersigned Notary Public, in and for said county and state, hereby certify that Julian Braswell and Annie Louise Stubbs Braswell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me, that, being informed of the content of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand official seal 14<sup>th</sup> this day of December 1992.

*[Signature]*



NOTARY PUBLIC

TO RON  
+ AYLER  
From J.M. Braswell

## EXHIBIT "A"

STATE OF ALABAMA  
SHELBY COUNTY

DECEMBER 11, 1992

I, the undersigned, a Registered Land Surveyor in the above-named state, hereby certify to Central Bank of the South, Cahaba Title Company, Inc. and Savannah Development, Inc. that this map or plat of survey is a true and correct survey of the following property:

Commence at the SE Corner of the SW 1/4 of the NE 1/4 of Section 2, Township 20 South, Range 3 West, Shelby County Alabama; thence N 89deg-31'-54" W a distance of 443.12' to the POINT OF BEGINNING; thence continue along last described course a distance of 270.00'; thence N 0deg-07'-36" E a distance of 107.67'; thence N 26deg-07'-07" E a distance of 179.08'; thence N 0deg-27'-44" E a distance of 427.72'; thence N 89deg-32'-04" W a distance of 146.91'; thence N 59deg-35'-07" W a distance of 119.94'; thence N 1deg-38'-23" W a distance of 528.39'; thence S 89deg-24'-52" E a distance of 280.21'; thence S 1deg-38'-23" E a distance of 309.94'; thence S 89deg-32'-16" E a distance of 870.26'; thence S 89deg-30'-51" E a distance of 74.57'; thence S 66deg-27'-36" E a distance of 146.76' to the Northwesternly right-of-way of County Road # 261; thence S 38deg-18'-08" W, and along said right-of-way a distance of 68.93' to the point of a curve to the left having a radius of 4000.00' and a central angle of 4deg-16'-49"; thence along the arc of said curve, said arc also being the Northwesternly right-of-way of County Road # 261, a distance of 301.14' to the end of said curve; thence continue along said right-of-way on a bearing of S 30deg-59'-19" W a distance of 200.22'; thence leaving said right-of-way on a bearing of N 89deg-32'-16" W a distance of 527.57'; thence S 0deg-27'-44" W a distance of 226.79'; thence S 26deg-07'-07" W a distance of 178.24'; thence S 0deg-07'-36" W a distance of 46.96' to the Point of Beginning. Containing 18.2 Acres more or less.

As to the 18.2 Acres more or less, it is the property of J.M. Braswell and Walker. — J.M. Braswell and Walker

J.M. Braswell  
J.M. Braswell

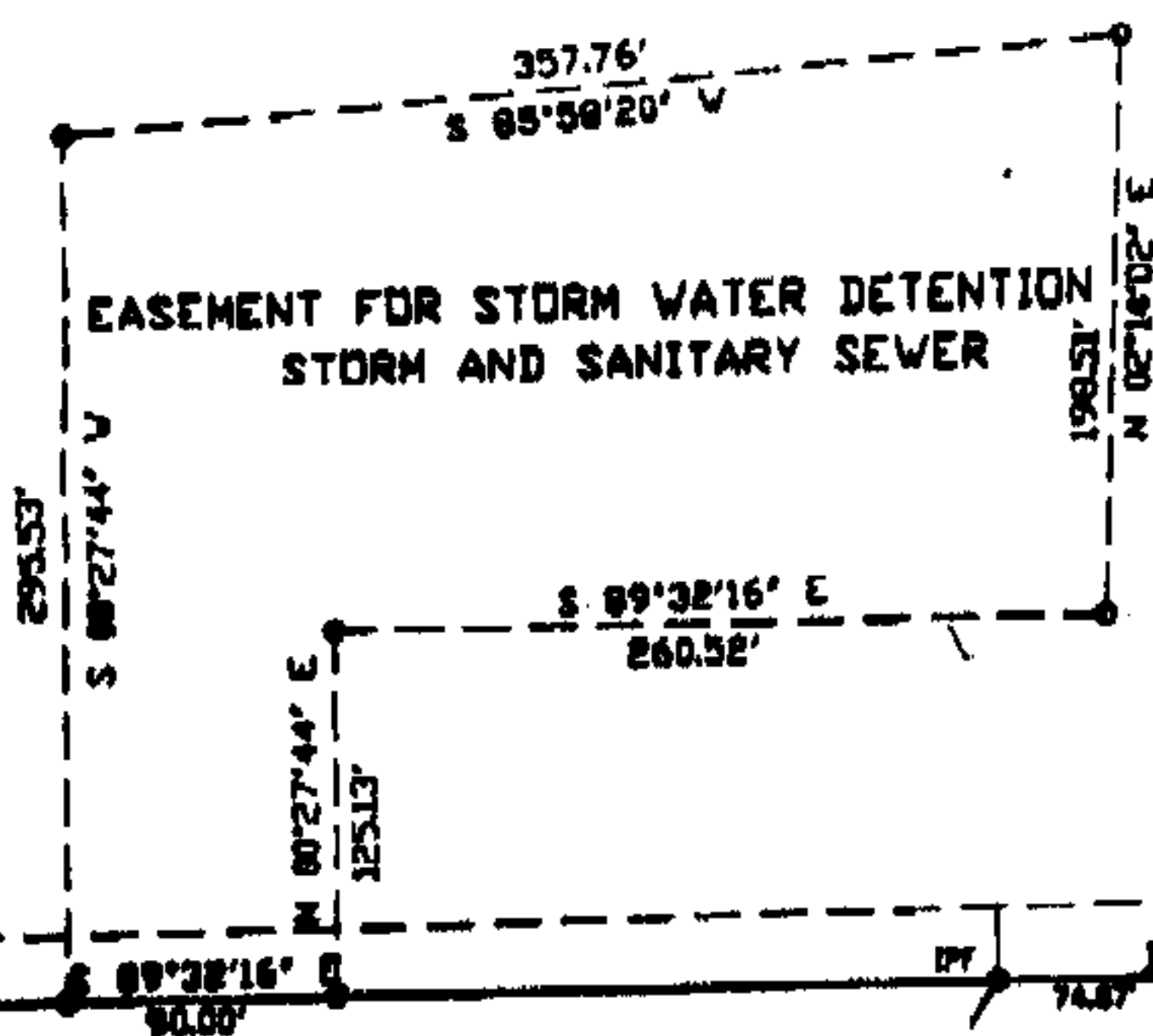
## EXHIBIT "B"

EASEMENT FOR STORM WATER DETENTION STORM AND SANITARY SEWER

EASEMENT SITUATED IN THE NE 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF THE NE 1/4, SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND RUN WEST ALONG THE SOUTH LINE OF SAID 1/4-1/4 ON A BEARING OF N 89°31'54" W A DISTANCE OF 713.18' THENCE N 00°07'36" E A DISTANCE OF 107.67' THENCE N 86°07'07" E A DISTANCE OF 179.08' THENCE N 00°27'44" E A DISTANCE OF 487.72' THENCE N 89°38'04" W A DISTANCE OF 146.91' THENCE N 89°38'07" W A DISTANCE OF 119.94' THENCE N 01°38'23" W A DISTANCE OF 588.39' THENCE S 89°24'52" E A DISTANCE OF 880.21' THENCE S 01°38'23" E A DISTANCE OF 309.94' THENCE S 89°32'16" E A DISTANCE OF 557.54' TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 90.00' THENCE N 00°27'44" E A DISTANCE OF 125.13' THENCE S 89°32'16" E A DISTANCE OF 260.52' THENCE N 02°14'02" E A DISTANCE OF 198.51' THENCE S 00°27'44" W A DISTANCE OF 295.53' TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 1.7 ACRES MORE OR LESS.



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10:13 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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