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THE STATE OF ALABAMA
COUNTY OF SHELBY

Inst # 1994-34245

11/16/1994-34245
02:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOUG WOOD 26.50

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT made and entered into on this the 9th day of November, 1994, by and between JOSEPH E. CROMWELL, SR. and wife, PATRICIA A. CROMWELL, VANCE G. BLACKBURN, M.D., TUSCALOOSA BUILDING AND LAND COMPANY, INC., and VALLEYDALE PROFESSIONAL CENTER OWNERS ASSOCIATION, INC. (hereinafter referred to individually as "Owner" and collectively as "Owners") and JOSEPH E. CROMWELL, SR. and wife, PATRICIA A. CROMWELL, VANCE G. BLACKBURN, M.D., TUSCALOOSA BUILDING AND LAND COMPANY, INC., and VALLEYDALE PROFESSIONAL CENTER OWNERS ASSOCIATION, INC. (hereinafter referred to individually as "Grantee" and collectively as "Grantees").

1. Consideration and Description. In consideration of the sum of One and No/100 (\$1.00) Dollar and other good and valuable consideration, each Owner received from each Grantee, receipt of which is hereby acknowledged, Owners hereby grant, sell and convey to each of the Grantees, and Grantees' respective heirs, successors and assigns, an easement and right-of-way for the purpose of installing, laying, constructing, operating, inspecting, maintaining, repairing and replacing certain utility facilities in, on and over the following described property located in Shelby County, Alabama:

Easement #1

Begin at a point on the north line of Lot 1 of Valleydale Professional Center, a map or plat of which is on record in the office of the Probate Judge of Shelby County, Alabama, in reference to which is hereby made with and is a part of this description, which point of beginning is 6 feet west of the northeast corner of said Lot 1; thence run in a northerly direction and parallel to an extension of the east line of said Lot 1, a distance of 63.27 feet

to a point; thence turn left with an interior angle of 90° and run a distance of 11 feet to a point; thence turn right with an interior angle of 90° and run a distance of 15.5 feet to a point; thence turn right with an interior angle of 90° and run a distance of 95 feet to a point; thence turn right with an interior angle of 90° and run in a southerly direction to a point on the south lot line of Valleydale Professional Center; thence turn right and run along the south property line of Valleydale Professional Center and along the north margin of Valleydale Road to a point, which point is the southwest corner of the property herein described, and said point being a perpendicular distance 6 feet west of an extension of the east line of said Lot 1; thence turn right and run to the point of beginning, all lying and being in Shelby County, Alabama.

Easement #2

Begin at the southwest corner of the property described in deed book 329 page 997 as recorded in the office of the Probate Judge of Shelby County, Alabama, which point is the southwest corner of Valleydale Professional Center, a map or plat which is recorded in Shelby County, Alabama; thence run in a northerly direction along the west line of Valleydale Professional Center, a distance of 225.47 feet to an iron pipe; thence turn right on a bearing of S01°, 04 minutes, 16 seconds west and run a distance of 62.07 feet to an iron pipe; thence run east to the northwest corner of Easement #1 as herein described; thence run south 15.5 feet to a point; thence turn right with an interior angle of 90° and run to a point which point is 12 feet east of the west property line of Valleydale Professional Center; thence turn left and run parallel to said property line to a point which point is 12 feet east of the west property line of Valleydale Professional Center and 35.47 feet north of the north property line of said Lot 1; thence turn left and run in a southerly direction and parallel to the west line of Valleydale Professional Center to a point on the north line of Lot 1 which point is 12 feet east of the northwest corner of said Lot 1; thence continue in a southerly direction and parallel to the west line of said Lot 1 to a point on the south line of Valleydale Professional Center and north line of Valleydale Road; thence turn right and run along the north margin of Valleydale Road to the point of beginning.

Easement #3

A strip of land for an easement, located in the Southeast Quarter of Section 16, Township 19 South, Range 2 West, Huntsville Principle Meridian, Shelby County, Alabama, containing zero and forty-two thousandths (0.042) acre, more or less, and being more particularly described as follows:

BEGIN at the Northeast Corner of Lot 2 of the Valleydale Professional Center, a map or plat of which is recorded in map book 13 at page 103 in the Probate Office of Shelby County, Alabama, and reference to which is hereby made with and is a part of this description; thence run S46°53'57"W and along the northwest boundary line of said Lot 2, for a distance of 12.00 feet to a point; thence run S43°06'03"E and parallel to the northeast boundary line of said Lot 2, for a distance of 153.00 feet to a point on the northwest right-of-way

margin of Valleydale Road; thence run N32°51'06"E and along said northwest margin for a distance of 12.37 feet to the Southeast Corner of the Valleydale Professional Center; thence run N43°06'03"W and along the northeast boundary line of said Center, for a distance of 150.00 feet to the POINT OF BEGINNING (Easement #1, Easement #2 and Easement #3 being collectively the "Utility Easements").

Each of these easements is appurtenant to the real property owned by each of the Grantees which is located immediately adjacent thereto.

2. Term of Easements. The rights granted herein shall be possessed and enjoyed by each of the Grantees, their respective heirs, successors and assigns, for as long as the utility facilities heretofore or hereafter installed by any of the Grantees, or any municipality, county commission, or other public agency, shall be maintained and operated by any of the Grantees, their respective heirs, successors or assigns.

3. Ingress, Egress and Maintenance. Each of the Grantees, their respective employees, contractors, or representatives, or any municipality, county commission, or other public agency to which any rights hereunder shall have been conveyed, shall have the permanent right of ingress and egress to and from the Utility Easements for the purposes of installing, laying, constructing, operating, inspecting, maintaining, repairing and replacing any underground or above ground utility facilities if any are located therein. Such ingress and egress shall be limited to such easement descriptions and to existing public roads, if any, on the premises. Any activities of the Grantees, their respective heirs, successors and assigns, on the premises shall be limited to the Utility Easements.

4. Rights and Restrictions of Owners. Each Owner shall have the right to full use and enjoyment of such Owner's premises except if such use unreasonably interferes with the exercise by the Grantees, their respective heirs, successors and assigns, of the rights granted herein. No Owner shall construct or permit to be constructed, any house, structure or obstruction on or over or

interfering with the construction, maintenance, or other operation of any utility facilities constructed within the Utility Easements. Each Owner further agrees that he will not change the ground elevation above an Utility Easement without the prior written consent of all of the Grantees, which consent shall not be unreasonably withheld.

5. Restoration of Premises. After the installation of any utility facilities or any subsequent maintenance thereof, the Grantee which did such installation, its employees, representatives, or contractors, shall remove all equipment or other property used on the premises by or for such Grantee, fill and level all ditches, ruts and depressions caused by construction and removal operations, and remove all debris resulting therefrom. Such Grantee will generally restore the surface of the premises as near to its original condition as may be possible with the exception of any obstructions to the use of the easement, all within a reasonable time after the installation of such utility facility or the abandonment or expiration of these easements. After the completion of the initial construction, at the option of the affected Owner, the Grantee will, at its own cost and expense, replace with sod all established lawn areas damaged as a result of the construction.

6. Covenant of Ownership. Each Owner covenants that he is the owner of the easement premises to which the easement description applies and has the right, title and capacity to grant these easements.

7. Effect upon Subsequent Parties. This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals on this the date first above written.


JOSEPH E. CROMWELL, SR.

Patricia A. Cromwell
PATRICIA A. CROMWELL

Vance G. Blackburn
VANCE G. BLACKBURN, M.D.

ATTEST:

TUSCALOOSA BUILDING AND LAND
COMPANY, INC.

By: Dorothy R. Edwards
Its Secretary

By: H. G. Givens
Its Pres

ATTEST:

VALLEYDALE PROFESSIONAL CENTER
OWNERS ASSOCIATION, INC.

By: H. G. Givens
Its Secretary

By: Patricia A. Cromwell
Its President

CONCURRENCE BY MORTGAGE HOLDERS

The undersigned SOUTHTRUST BANK OF BIRMINGHAM, N.A., as holder of a mortgage on Lot 1 of Valleydale Professional Center, a map or plat of which is recorded in the office of the Judge of Probate of Shelby County, Alabama, and Tuscaloosa Building and Land Company, Inc., the holder of a mortgage on that certain property in Valleydale Professional Center owned by Joseph E. Cromwell, Sr. and wife, Patricia A. Cromwell, do hereby consent to the foregoing Easement as applies to the real property upon which their respective mortgage is imposed and further agrees that the rights of the Grantees as contained in the foregoing Easement shall be superior to the lien of each respective mortgage held by either of the undersigned as to the real property to which the mortgages apply.

ATTEST:

SOUTHTRUST BANK OF BIRMINGHAM,
N.A.

By: Julie K. Dodd
Its Administrative Assistant

By: Pat Platt
Its Private Banking Officer

ATTEST:

TUSCALOOSA BUILDING AND LAND
COMPANY, INC.

By: Dorothy R. Edwards
Its Secretary

By: H. G. Givens
Its Pres

THE STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOSEPH E. CROMWELL, SR. and wife, PATRICIA A. CROMWELL, 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 and official seal, this 15th day of

November, 1994.

Judith M. Boyer
NOTARY PUBLIC

My Commission Expires:

4/23/96

THE STATE OF ALABAMA

COUNTY OF Jefferson Shelly

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that VANCE G. BLACKBURN, M.D., 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 9th day of

November, 1994.

Judy Blankenship
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES JULY 22, 1995

THE STATE OF ALABAMA
COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H.A. EDWARDS, JR., whose name as PRESIDENT of TUSCALOOSA BUILDING AND LAND COMPANY, INC., 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 9th day of November, 1994.

Mary E. Johnson
NOTARY PUBLIC

My Commission Expires:
3-15-95

THE STATE OF ALABAMA
COUNTY OF ~~TUSCALOOSA~~ Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Joseph E. Cromwell, whose name as President of VALLEYDALE PROFESSIONAL CENTER OWNERS 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal, this 15th day of November, 1994.

Julia D. Boyum
NOTARY PUBLIC

My Commission Expires:
4/23/96

THE STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Platt, whose name as Officer

of SOUTHTRUST BANK OF BIRMINGHAM, N.A., an Alabama bank, 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 and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this 11th day of November, 1994.

Julie H. Dodd
NOTARY PUBLIC

My Commission Expires:
My Commission Expires April 18, 1997

THE STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H.A. EDWARDS, JR. DOROTHY R. EDWARDS, whose name as President Secretary

of TUSCALOOSA BUILDING AND LAND COMPANY, INC., 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 and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 9th day of November, 1994.

Marv E. Johnson
NOTARY PUBLIC

My Commission Expires:
3-15-95

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