

Prepared by:

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1600 SouthTrust Tower
Birmingham, Alabama 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

EASEMENT

This is an Easement given by the undersigned, **SERENE K. BATEH**, as the remaining sole executor and Trustee of the Estate of Joseph Bateh, Jr., Jefferson County Probate Case No. 23179 (Bessemer Division) and **NAJWA S. BATEH**, individually and as Executrix of the Estate of Alfred J. Bateh, Deceased, Jefferson County Probate Case No. 144349 (hereinafter referred to as "Grantors") in favor of **CRYSTAL TREE I LIMITED PARTNERSHIP**, a Texas limited partnership (hereinafter referred to as the "Grantee").

Inst # 1995-36416

RECITALS:

A. Grantors own certain property situated in Shelby County, Alabama described as follows:

The NE 1/4 of the SE 1/4, Section 25, Township 18 South, Range 2 West, Shelby County, Alabama.

B. The Grantee owns the following described property which is adjacent to the Grantors' property:

The SW 1/4 of the SE 1/4, Section 25, Township 18 South, Range 2 West, Shelby County, Alabama.

C. Grantee has negotiated with Grantors a Contract of Purchase and Sale with respect to a strip of Grantors' property running from Cahaba Beach Road, a public road, to Grantee's property line (the "Easement Property").

D. Grantee has requested a temporary easement pending Closing of the Purchase and Sale transaction in order to allow Grantee to enter the Easement Property and to improve the same by grading and improving a roadway within the Easement Property as contemplated by the parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter provided and the payment by Grantee to Grantors of the Earnest Money Deposit under the Purchase and Sale Agreement, the parties do hereby agree as follows:

1. **Ingress and Egress Easement:** Grantors do hereby grant, bargain, sell and convey unto Grantee a temporary, exclusive easement for purposes of vehicular and pedestrian ingress and egress over and across that parcel

12/20/1995-36416
08:30 AM CERTIFIED
-1- SHELBY COUNTY JUDGE OF PROBATE
003 NCD 15.00

Cahaba Beach

of property more particularly described in **Exhibit A**. The Easement is to run and shall run with the Grantee's property and shall be for the benefit and use of Grantee, its successors and assigns.

2. **Improvement:** Grantee shall have the right, at its sole cost and expense, to grade the Easement Property for use as a vehicular roadway, and shall have the right to improve such roadway with appropriate topping and the installation, if desirable, of appropriate drainage facilities and any other improvements deemed to be necessary or appropriate by Grantee. Grantee shall have the obligation to maintain the Easement Property at its own cost and expense.

3. **Indemnity:** Grantee agrees to indemnify, protect and hold harmless Grantor from and against any and all damages, losses, claims, suits, judgments, decrees, costs and expenses, including attorneys' fees and other legal costs, incurred by or imposed on Grantor resulting directly or indirectly from Grantee's use and enjoyment of the Easement.

4. **Temporary in Nature:** This shall be a Temporary Easement, and shall automatically expire upon the Closing of the Purchase and Sale Transaction between the parties.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement this 6 day of December, 1995.

GRANTORS:



Serene K. Bateh, as sole Executor and
Trustee of the Estate of Joseph
Bateh, Jr., Deceased



Najwa Bateh, individually and as
Executrix of the Estate of Alfred J.
Bateh, Deceased

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Serene K. Bateh**, whose name as **sole Executor and Trustee of the Estate of Joseph Bateh, Jr.** is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 6 day of December, 1995.

John P. DePitt
Notary Public

My Commission Expires: 4-27-99

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Najwa Bateh**, whose name **individually, and as Executrix of the Estate of Alfred J. Bateh, Deceased**, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily in such capacity on the day the same bears date.

Given under my hand and official seal this the 6 day of December, 1995.

Craig H. Hamcillon
Notary Public

My Commission Expires: 1/3/96

st # 1995-36416