

STATE OF ALABAMA)
)
SHELBY COUNTY)

Inst # 1996-29984

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into as of the 10th day of SEPTEMBER, 1996 by and between JOHN P. POOL, an unmarried man and his successors and assigns ("Grantor") and DONALD A. BONNETT and wife, MADELYN C. BONNETT, jointly and severally and EDMUND P. PHILLIPS, JR., an unmarried man ("Grantees").

This document is to amend and supercede a previous instrument filed in Shelby County Judge of Probate 12/27/95 - 36872 more specifically described as Inst# 1995-36872 and recorded in Book 223, Page 87.

RECITALS:

WHEREAS, Grantor is the owner of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, Grantees are the owner of that certain real property situated in Shelby County, Alabama and is more particularly described in Exhibit B-1 and Exhibit B-2 attached hereto and incorporated herein by reference ("Grantees' Property"); and

WHEREAS, Grantor desires to grant to Grantees an exclusive easement over, across, upon, under and through a certain portion of Grantor's Property for the purpose of constructing, installing, maintaining and operating a private water line thereon.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Description of Easement.** The certain portion of Grantor's Property over, upon, across, through and under which the easement is granted is more particularly described as follows, to-wit:

That parcel ten feet (10') in width lying adjacent to and at all points bordering on Crenshaw Road, being approximately One Thousand Two Hundred Twenty-Three Feet (1,223') in length and running along the Northeastern boundary of Grantor's Property from Shelby County Highway 49 to the Bonnett Property (the "10' Easement").

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2. **Grant of Easement.** Subject to the terms and provisions hereof, Grantor does hereby grant, bargain, sell, convey and assign unto Grantees, jointly and severally, forever, an exclusive easement, over, upon, across, through and under the 10' Easement for the purpose of constructing, installing, maintaining and operating thereon the Water Line, as defined in Section 3 below. Grantor and Grantor's heirs, executors and administrators covenant with Grantees that Grantor is lawfully seized of Grantor's Property and that Grantor has a good right to convey the 10' Easement and shall warrant and defend the same to Grantees against the lawful claims of all persons.

3. **The Water Line.** The "Water Line" shall be for the private and exclusive use of Grantees and shall consist of water pipe(s) no greater than 2 inches (2") in diameter, along with any connectors, taps, meters or other equipment reasonably necessary for the operation of the Water Line. The Water Line shall be metered by a water meter to be situated near the intersection of Shelby County Highway 49 and Crenshaw Road.

4. **Grantor's Approval.** In order to protect the trees, shrubbery and other landscaping situated on Grantor's Property, Grantor reserves the right to review and approve, which approval shall not be unreasonably withheld, the plans and specifications for the Water Line for the purpose of approving the exact location of the Water Line, particularly the location of any trench to be dug therefor.

5. **Possible Reversion of 10' Easement.** The 10' Easement granted hereby shall (a) be for the exclusive residential use of Grantees for so long as either Grantee resides on Grantees' Property, (b) be an easement appurtenant to and shall serve Grantees' Property, (c) be a covenant running with the land, (d) be binding upon and inure to the benefit of Grantor and his successors and assigns, and (e) be binding upon and inure to the benefit of Grantees exclusively and no successor or assign of Grantees shall benefit therefrom without Grantor's express written consent. In the event, however, that public domestic water service is available to serve Grantees' Property, the 10' Easement granted hereby shall terminate and be of no further force or effect no later than 60 days after it is possible for Grantees' Property to be connected to and serviced by public domestic water service, at which time all right, title and interest in the 10' Easement shall revert to Grantor. Furthermore, in the event that Grantees' Property is no longer the residence of either Grantee, the 10' Easement granted hereby shall terminate and be of no further force or effect and all right, title and interest in the 10' Easement shall revert to Grantor unless Grantor otherwise consents in writing.

*J. A. B.
M. C. B.
E. P. P.
J. P. P.*

6. **Hold Harmless.** Grantees covenant and agree to defend and hold Grantor harmless from any and all liabilities, costs, damages or claims arising out of or resulting from the 10' Easement granted hereby. Grantees acknowledge and agree that Grantor shall have no responsibility, obligation or liability for the maintenance or repair of the Water Line, the water service or any equipment appurtenant thereto.

7. **Miscellaneous Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. The term "Grantor" as used herein shall include the Grantor hereto and his heirs, executors, administrators, personal representatives, successors, assigns, tenants and mortgagees. This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of the record title owners of the Grantor's Property and the Grantee's Property. This Agreement shall be construed under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

John P. Pool
John P. Pool
4335 Highway 49
Columbiana, Alabama 35051

GRANTEES:

Donald A. Bonnett
Donald A. Bonnett

Madelyn C. Bonnett
Madelyn C. Bonnett
D.A.B. 468 Tupelo Way NW 2078 Crenshaw Road
M.C.B. Birmingham, Alabama 35215 Columbiana, Alabama
G.P.P. 35051
J.P.P.

Edmund P. Phillips, Jr.
Edmund P. Phillips, Jr.
1978 Crenshaw Road
Columbiana, Alabama 35051

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John P. Pool, an unmarried man, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10th day of SEPTEMBER, 1996.

Judy R Ellington
Notary Public

[Seal]

My commission expires:

3/15/98

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald A. Bonnett and wife, Madelyn C. Bonnett, 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 such instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10th day of SEPTEMBER, 1996.

Judy R Ellington
Notary Public

[Seal]

My commission expires:

3/15/98

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edmund P. Phillips, Jr., an unmarried man, 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 such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 10th day of
SEPTEMBER, 1996.

Judy R. Ellington
Notary Public

[Seal]

My commission expires:

3/15/98

EXHIBIT A

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 20 South, Range 1 East, described as follows:

Begin at the Southwest corner of Section 19, Township 20 South, Range 1 East; thence run East along the South line of said Section a distance of 1302.67 feet to the Southeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence turn an angle of 91 deg. 23 min. to the left and run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1009.40 feet to the South R.O.W. line of County Hwy. No. 49; thence turn an angle of 57 deg. 27 min. to the left and run along said R.O.W. line a distance of 236.90 feet to the South line of a county gravel road; thence turn an angle of 40 deg. 42 min. to the left and run along the South line of said gravel road a distance of 265.82 feet; thence turn an angle of 17 deg. 10 min. to the left and run along the South line of said gravel road a distance of 143.13 feet; thence turn an angle of 23 deg. 16 min. to the left and run along the South line of said gravel road a distance of 271.90 feet; thence turn an angle of 62 deg. 51 min. to the right and run along the South line of said gravel road a distance of 226.45 feet; thence turn an angle of 5 deg. 28 min. to the left and run along the South line of said gravel road a distance of 315.56 feet to the West line of Section 19; thence turn an angle of 98 deg. 53 min. to the left and run South along the West line of said Section 19 a distance of 905.26 feet to the point of beginning. Being all of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 19, Township 20 South, Range 1 East, lying South of the Old Wilsonville-Pelham Public Road. Shelby County, Alabama.

EXHIBIT B -1

Part of the SE 1/4 of SE 1/4 of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 24, run in a Westerly direction along the South line of said Section for a distance of 340.0 feet; thence turn an angle to the right of $90^{\circ} 14' 06''$ and run in a Northerly direction for a distance of 1,025.80 feet; thence turn an angle to the right of $86^{\circ} 36' 54''$ and run in a Northeasterly direction for a distance of 58.87 feet; thence turn an angle to the right of $22^{\circ} 51' 20''$ and run in a Southeasterly direction for a distance of 327.65 feet to a Point on the East line of said Section 24; thence turn an angle to the right of $72^{\circ} 15' 20''$ and run in a Southerly direction for a distance of 919.09 feet, more or less, to the Point of beginning, containing 8.00 acres, more or less. Surface rights only. Situated in Shelby County, Alabama.

R. J. R. R.

EXHIBIT B-2

Part of the SE ¼ of SE ¼ of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the southeast corner of said Section 24, run in a westerly direction for a distance of 340.0 feet to the point of beginning; thence continue along last mentioned course for a distance of 330.26 feet to an existing iron pin; thence turn an angle to the right of 91° 57' 50" and run in a northerly direction for a distance of 977.38 feet thence turn a angle to the right of 77° 51' 25" and run in a northeasterly direction for a distance of 95.83 feet; thence turn an angle to the right of 0° 36' 20" and run in a northeasterly direction for a distance of 178.19 feet, thence turn an angle to the right of 5° 39' 54" and run in an easterly direction for a distance of 31.01 feet to an existing iron pin; thence turn an angle to the right of 94° 08' 37" and run in a southerly direction for a distance of 1,025.5 feet, more or less to the point of beginning.

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