

STATE OF ALABAMA)
)
SHELBY COUNTY)

EASEMENT AGREEMENT

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

*D.A.B.
M.C.B.*

EPH

RECITALS:

WHEREAS, Grantors are the owners 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 ("Grantors' Property"); and

WHEREAS, Grantee is the owner of that certain real property situated in Shelby County, Alabama which is situated adjacent to and contiguous with the Grantors' Property and is more particularly described in Exhibit B attached hereto and incorporated herein by reference ("Grantee's Property"); and

WHEREAS, Grantors desire to grant to Grantee an exclusive easement over, across, upon, under and through a certain portion of Grantors' 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 Grantors' 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 Three Hundred Eighty-Six and 52/100 Feet (386.52') in length and running along the Northeastern boundary of Grantors' Property to Grantee's Property (the "10' Easement").

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2. **Grant of Easement.** Subject to the terms and provisions hereof, Grantors do hereby grant, bargain, sell, convey and assign unto Grantee an exclusive ^{forever} ~~over~~ easement, 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. Grantors and Grantors' heirs, executors and administrators covenant with Grantee that Grantors are lawfully seized of Grantors' Property and that Grantors have a good right to convey the 10' Easement and shall warrant and defend the same to Grantee against the lawful claims of all persons.

3. **The Water Line.** The "Water Line" shall be for the private and exclusive use of Grantee 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. The Water Line shall be installed between Grantors' existing water line and Crenshaw Road and will be installed in accordance with guidelines of the Shelby County Engineers Office.

4. **Grantor's Approval.** In order to protect the trees, shrubbery and other landscaping situated on Grantors' Property, Grantors reserve 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. Also, following installation of the Water Line, Grantors shall approve the replacement of earth and clearance of debris so as to prove the landscaping to as near original condition as possible.


5. **Possible Reversion of 10' Easement.** The 10' Easement granted hereby shall (a) be for the exclusive residential use of Grantee for so long as Grantee resides on Grantee's Property, (b) be an easement appurtenant to and shall serve Grantee's Property, (c) be a covenant running with the land, (d) be binding upon and inure to the benefit of Grantors and their successors and assigns, and (e) be binding upon and inure to the benefit of Grantee exclusively and no successor or assign of Grantee shall benefit therefrom without Grantors' express written consent. In the event, however, that public domestic water service is available to serve Grantee's 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 Grantee's 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 Grantors. Furthermore, in the event that Grantee's Property is no longer the residence of 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 Grantors unless Grantors otherwise consent in writing.


6. **Hold Harmless.** Grantee covenants and agrees to defend and hold Grantors harmless from any and all liabilities, costs, damages or claims arising out of or resulting from the 10' Easement granted hereby. Grantee acknowledges and agrees that Grantors shall have no responsibility, obligation or liability for the maintenance or repair of the Water Line, the water service or any equipment appurtenant thereto. Additionally, Grantee shall be responsible for any and all costs, including metered water use resulting from water leakage, associated with damage and repair to Grantors' existing Water Line or interruption of Grantors' water service caused by Grantee's installation or subsequent maintenance and repair to his Water Line whether located on Grantors' Property or property owned by John P. Pool with a granted easement to Grantors.. In the event of any disruption of Grantors' water service caused by Grantee's installation, repair or maintenance of Grantee's Water Line, the Grantors' Water Line will be repaired within 48 hours after notice to Grantee.

7. **Miscellaneous Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. The term "Grantors" as used herein shall include the Grantors hereto and their 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 Grantors' 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.

GRANTORS:


Donald A. Bonnett


Madelyn C. Bonnett
D.A.B 2078 Crenshaw Road
m.c.B. Columbiana, Alabama 35051

GRANTEE:


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 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

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° 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° 36' 54" and run in a Northeasterly direction for a distance of 58.87 feet thence turn an angle to the right of 22° 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° 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.

EXHIBIT B

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 1,025.50 feet, more or less to the point of beginning.

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