

Prepared by and Return to:  
Timothy D. Davis, Esq.  
Gordon, Silberman, Wiggins & Childs, P.C.  
1400 SouthTrust Tower  
Birmingham, Alabama 35203  
(205) 328-0640

**EASEMENT AGREEMENT**

**STATE OF ALABAMA  
COUNTY OF SHELBY**

**THIS EASEMENT AGREEMENT**, dated as of February 20, 1998, is made and entered into by and between **DOUGLAS C. CLARK**, a married man ("Grantor"), and **ANN B. O'REAR**, a married woman ("Grantee").

**RECITALS**

- A. Grantor is the owner of Parcel 1 described on Exhibit A attached.
- B. Grantee is, or will be at the time of the recording of this document, the owner of Parcel 2 described on Exhibit B attached.
- C. Grantor wishes to grant, and Grantee wishes to receive, certain easements over, under and across certain parts of Parcel 1 as described on (i) Exhibit C attached hereto (the "Ingress and Egress Easement Area"); Exhibit D attached hereto (the "25' Utility and Drainage Easement Area"); and (iii) Exhibit E attached hereto (the "10' Utility and Drainage Easement Area").

**THEREFORE**, in consideration of One and No/100 Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

**1. GRANT OF INGRESS AND EGRESS EASEMENT:**

Grantor grants and conveys to Grantee, Grantee's business invitees, tenants, licensees, agents and employees, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 2, appurtenant to Parcel 2, over, upon and across the Ingress and Egress Easement Area; reserving for Grantor, Grantor's business invitees, tenants, licensees, agents and employees, however, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, over, upon and across the Ingress and Egress Easement Area.

Grantee shall be solely responsible for the cost of constructing the surface of the Ingress and Egress Easement Area; the cost of maintaining, repairing and renewing the surface of the Ingress and Egress Easement Area shall be split evenly between Grantor and Grantee. Any and all such construction shall be completed in accordance with all state, county and local ordinances and regulations.

**2. USE OF INGRESS AND EGRESS EASEMENT AREA:**

Grantee will have the right of ingress and egress across the Ingress and Egress Easement Area for any purpose granted and such ingress and egress will be exercised in a reasonable manner. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the Ingress and Egress Easement Area.

**3. GRANT AND USE OF UTILITY AND DRAINAGE EASEMENTS:** Grantor grants and conveys to Grantee a non-exclusive, perpetual easement right, privilege, and access over, under, upon and across the Ingress

02/23/1998-05884  
10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
0078 MEL 24.00

Inst # 1998-05884

and Egress Easement Area, the 25' Utility and Drainage Easement Area and the 10' Utility and Drainage Easement Area (collectively referred to herein as the "Drainage Easement Areas") for the purpose(s) of: (a) the flow, drainage, discharge and containment of water, from whatever source, running to and from Parcel 2 and across the Drainage Easement Areas, including the installation, improvement, and maintenance of such drainage pipes, lines, equipment, retainage ponds, and related or similar items, whether above or below ground, as Grantee may deem necessary or useful in connection therewith; (b) the provision of public utilities to and from Parcel 2 across the Drainage Easement Areas, including the installation, improvement and maintenance of such lines, pipes, utility poles, wires and related or similar items, whether above or below ground, as Grantee may deem necessary or useful in connection therewith; and (c) the entry upon the Drainage Easement Areas as may be necessary and convenient for the full use and enjoyment of the foregoing purposes. All costs of any improvements to, and the maintenance of, the Drainage Easement Areas in order to effect the purposes and intent of this Agreement shall be paid by Grantee.

**4. ADDITIONS TO DOMINANT TENAMENT:**

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 2. An area physically separate from Parcel 2, but having access to it by means of public ways or private easements, rights or licenses, is deemed to be contiguous to Parcel 2.

**5. WARRANTIES OF TITLE:**

Grantor warrants that Grantor has good and indefeasible fee simple title to the Ingress and Egress Easement Area and the Drainage Easement Areas free from all encumbrances, except as indicated on the attached Exhibit A; that Grantor has good right and lawful authority to grant these easements; that Grantor will warrant and defend the same to Grantee against the lawful claims of all persons.

**6. RUNNING OF BENEFITS:**

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, tenants, invitees, successors in title, tenants, employees and personal representatives of the parties.

**7. CONSTRUCTION:**

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out. Grantee and Grantor agree to execute such further agreements and documents necessarily required to more fully effectuate the intents and purposes of this Agreement.

**8. NOTICE:**

All notices shall be validly given, made or served if in writing and delivered personally or sent by United States certified mail, return receipt requested, postage prepaid, as set forth below:

(a) To Grantor: Douglas C. Clark  
2617 Highway 31 South  
Pelham, Alabama 35124

(b) To Grantee: Ann B. O'Rear  
2017 Sweetgum Drive  
Birmingham, Alabama 35244

Any party may lodge written notice of a change of address to the other party.

IN WITNESS WHEREOF, Grantee and Grantor have hereunto set their signatures and seals effective as of the date first above written.

GRANTOR:

Angela Casarano

Witness

Ann B O'Rear

Witness

Douglas C. Clark  
Douglas C. Clark

GRANTEE:

Angela Casarano

Witness

Douglas C. Clark

Witness

Ann B. O'Rear  
Ann B. O'Rear

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas C. Clark, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this 20th day of February, 1998.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: 2-13-99

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ann B. O'Rear, whose name is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, she executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this 20th day of February, 1998.

(SEAL)

[Signature]  
Notary Public  
My Commission Expires: 2-13-99

EXHIBIT A

DESCRIPTION OF PARCEL 1 (GRANTOR'S PROPERTY)

Commence at the SE corner of Section 1, Township 20 South, Range 3 West; thence N 6° 21' 04" W for a distance of 738.97'; thence N 78° 15' 22" W for a distance of 262.75' to the POINT OF BEGINNING; thence continue along the last described course for a distance of 180.91' to a point on the easterly right-of-way line of U.S. Highway 31 (200' R.O.W.); thence S 21° 0' 00" W along said right-of-way for a distance of 110.00'; thence S 68° 56' 40" E and leaving said right-of-way for a distance of 178.42'; thence N 21° 03' 20" E for a distance of 139.27' to the POINT OF BEGINNING.

**EXHIBIT B**

**DESCRIPTION OF PARCEL 2 (GRANTEE'S PROPERTY)**

Commence at the SE corner of Section 1, Township 20 South, Range 3 West; thence N 6° 21' 04" W for a distance of 738.97'; thence N 78° 15' 22" W for a distance of 77.33' to the point of beginning; thence continue along the last described course for a distance of 185.42'; thence S 21° 03' 20" W for a distance of 139.27'; thence S 68° 56' 40" E for a distance of 101.83'; thence N 46° 40' 04" E for a distance of 187.72' to the point of beginning.

EXHIBIT C

DESCRIPTION OF INGRESS AND EGRESS EASEMENT AREA

Commence at the SE corner of Section 1, Township 20 South, Range 3 West; thence N 6 °21' 04" W for a distance of 738.97'; thence N 78° 15' 22" W for a distance of 262.75'; thence S 21° 03' 20" W for a distance of 15.20' to the point of beginning of the centerline of a 30' ingress, egress, utility, and drainage easement lying 15' to either side of and parallel to described centerline; thence N 78° 15' 22" W along said centerline for a distance of 149.98'; thence S 20° 15' 29" W along said centerline for a distance of 39.05'; thence N 69° 44' 31" W along said centerline for a distance of 31.02' to a point on the easterly right-of-way line of U.S. Highway 31 (200' R.O.W.) and end of said easement.

EXHIBIT D

DESCRIPTION OF 25' UTILITY AND DRAINAGE EASEMENT AREA

Commence at the SE corner of Section 1, Township 20 South, Range 3 West; thence N 6° 21' 04" W for a distance of 738.97'; thence N 78° 15' 22" W for a distance of 262.75'; thence S 21° 03' 20" W for a distance of 139.27' to the point of beginning of the southerly boundary of a 25' utility and drainage easement lying northerly of and parallel to described southerly boundary; thence N 68° 56' 40" W along southerly boundary of said easement for a distance of 86.74' to the end of said easement.

EXHIBIT E

DESCRIPTION OF 10' UTILITY AND DRAINAGE EASEMENT AREA

Commence at the SE corner of Section 1, Township 20 South, Range 3 West; thence N 6° 21' 04" W for a distance of 738.97'; thence N 78° 15' 22" W for a distance of 262.75'; thence S 21° 03' 20" W for a distance of 139.27'; thence N 68° 56' 40" W for a distance of 86.74' to the point of beginning of the southerly boundary of a 10' utility and drainage easement lying northerly of and parallel to described southerly boundary; thence N 68° 56' 40" W along the southerly boundary of said easement for a distance of 91.67' to the end of said easement.

Inst # 1998-05884

02/23/1998-05884  
10:41 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOB MEL 24.00