STATE OF ALABAMA	
	•
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the day of day of the land, and between DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), and WALTER D. DICKSON, an unmarried man ("Grantee").

RECITALS:

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

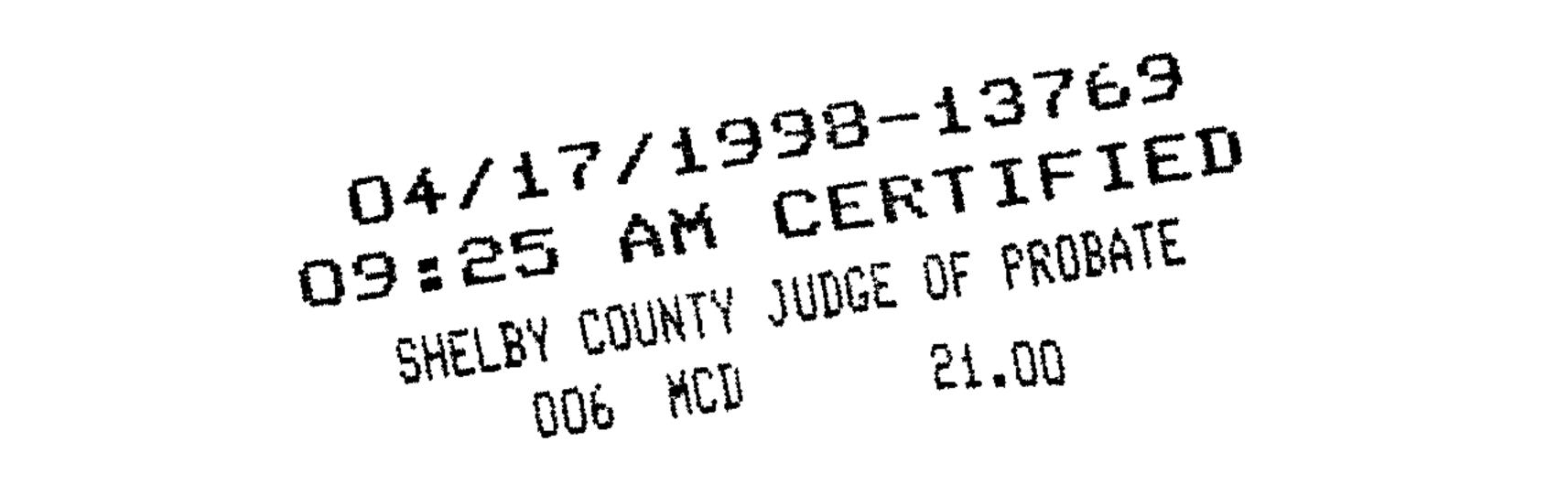
Grantor desires to grant to Grantee a permanent, perpetual and non-exclusive easement over, across, through, upon and under that certain real property (the "<u>Easement Property</u>") owned by Grantor which is more particularly described in <u>Exhibit B</u> attached hereto and incorporated herein by reference, for the purposes and on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grant of Easement.

- (a) Grantor does hereby grant to Grantee, his heirs, executors, administrators, personal representatives and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon and under the Easement Property for the purposes of (i) constructing, installing, erecting, replacing, relocating, maintaining and operating underground water lines and a water meter (collectively, the "Water Lines") within the Easement Property to serve the one (1) single-family residence presently situated on the Grantee's Property which is situated directly adjacent to the northernmost portion of the Easement Property and (ii) connecting the Water Lines to the public water lines owned by Shelby County, Alabama (the "County") situated within the right-of-way of Rosemont Road, a private roadway, which is situated directly adjacent to the southernmost portion of the Easement Property.
- (b) The easement granted herein shall be (i) used by Grantee, his heirs, executors and assigns, solely for the one (1) single-family residence presently situated on the Grantee's Property; (ii) and is a covenant running with the land; and (iii) binding upon and inure to the benefit of Grantor

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and Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns.

2. <u>Construction and Maintenance of Water Lines.</u>

- (a) Grantee shall, at his sole cost and expense, be responsible for constructing, installing and, to the extent necessary, replacing, all Water Lines necessary or required to provide public water service to the single-family residence situated on the Grantee's Property. Furthermore, Grantee shall, at his sole cost and expense, be responsible for maintaining and repairing all Water Lines in a good and workmanlike manner and in accordance with all applicable federal, state, county and local governmental rules, regulations and requirements.
- (b) Grantee shall also be responsible, at his sole cost and expense, for (i) obtaining all licenses and permits and otherwise satisfying all requirements and regulations of the County and all other applicable governmental authorities in connection with the construction, installation, maintenance, repair and use of the Water Lines, (ii) obtaining all necessary commitments, contracts and agreements from or with the County to obtain water service for the single-family residence situated on Grantee's Property and (iii) paying any and all costs and expenses to the County or any other applicable governmental agency in connection with obtaining water service for the single-family residence situated on Grantee's Property including, without limitation, all applicable tap fees, demand, use and service charges and any other costs and expenses charged by the County for such water usage.

3. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of (i) Grantor, (ii) the then record owner of the Easement Property and (iii) the then record owner of the Grantee's Property.
- (b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.
- (c) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- (e) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is

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held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

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

GRANTOR:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General

Its: VICE - DREGIEW/

GRANTEE:

Partner

Walter D. Dickson

STATE OF ALABAMA	
COUNTY OF SHELBY	;)
REALTY INVESTMENT General Partner of Daniel Consigned to the foregoing instruction that being informed of the consequence of the same voluntary Partner as aforesaid.	Notary Public in and for said county, in said state, hereby certify that whose name as Vice President of DANIEL CORPORATION - OAK MOUNTAIN, an Alabama corporation, as the last of said instrument, and who is known to me, acknowledged before me on this day contents of said instrument, he, as such officer and with full authority rily, for and as the act of said corporation, in its capacity as General dand official seal, this the act of Said of March, 1998. NOTARY PUBLIC My Commission Expires: 11 2 99
STATE OF ALABAMA	
COUNTY OF SHELBY	;)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Walter D. Dickson, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 30 day of March, 1998.

NOTARY PUBLIC

My Commission Expires: 129

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO: Stephen R. Monk, Esq. Bradley Arant, Rose & White LLP 2001 Park Place North Suite 1400 Birmingham, Alabama 35203

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EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

The Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 18 South, Range 1 West, consisting of 10 acres (more or less) in Shelby County, Alabama.

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EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT PROPERTY

A 10 foot utility easement situated in the NW ¼ of the NW ¼ of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, lying 5' either side of a centerline being more particularly described as follows:

Commence at the Northwest corner of said Section 27 and run in an easterly direction along the North line of said section for a distance of 236.63 feet to the point of beginning of the centerline of said easement; thence turn an angle to the right of 65°46′03″ and run in a southeasterly direction for a distance of 27.44 feet to a point; thence turn an angle to the right of 18°41′53″ and run in a southeasterly direction for a distance of 13.46 feet to a point; thence turn an angle to the right of 26°07′17″ and run in a southwesterly direction for a distance of 17.69 feet to a point; thence turn an angle to the right of 4°49′05″ and run in a southwesterly direction for a distance of 16.08 feet to a point; thence turn an angle to the right of 5°40′24″ and run in a southwesterly direction for a distance of 15.14 feet to a point; thence turn an angle to the left of 6°04′06″ and run in a southwesterly direction for a distance of 25.14 feet to a point; thence turn an angle to the left of 12°03′44″ and run in a southwesterly direction for a distance of 45.91 feet to a point at the end of the centerline of said easement.

Inst # 1998-13769

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09:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
21.00