

Title to the real estate described herein is vested in Cynthia D. Kinnebrew. Lee A. Kinnebrew has executed this instrument to consent to the granting of an easement on his homestead.

This instrument prepared by:

Peter E. Barber, Esq.

Wallace, Jordan, Ratliff & Brandt, L.L.C.

800 Shades Creek Parkway, Suite 400

Birmingham, Alabama 35209

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 30th day of November, 1998 by and between **CYNTHIA D. KINNEBREW** and **LEE A. KINNEBREW** husband and wife (hereinafter the "GRANTOR") and **JAMES B. FRANKS** and **DEBORAH C. FRANKS**, husband and wife (hereinafter, the "GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR owns that certain parcel of real estate described on Exhibit A hereto and hereinafter referred to as Parcel A; and

WHEREAS, the GRANTEE is constructing a home on his property adjacent to Parcel A and will install a septic sewer system in connection with such construction; and

WHEREAS, the GRANTEE desires to construct a portion of the septic sewer system field lines on Parcel A;

WHEREAS, the GRANTEE agrees to assume the duty and obligation to maintain the septic sewer system field lines; and

WHEREAS, the GRANTEE desires to acquire and maintain an easement on Parcel A for the sole purpose of constructing, repairing and maintaining the septic sewer system field lines; and

WHEREAS, the GRANTOR is willing to grant such easement to GRANTEE upon the terms and conditions contained herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to the undersigned GRANTOR, in hand paid by the GRANTEE herein, the GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the GRANTEE an easement (as hereinafter limited) upon

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SHELBY COUNTY JUDGE OF PROBATE
005 HEL 19.00

Inst # 1998-48114

and across that certain parcel of real estate located in Shelby County, Alabama, and more particularly described in Exhibit A hereto, which is incorporated herein by reference as if fully set forth.

The easement herein granted on Parcel A shall be used solely for the purpose of constructing, maintaining and repairing the septic sewer system field lines partially located on Parcel A. The rights and privileges herein conveyed with respect to Parcel A are given, granted and accepted upon the following conditions and subject to the following stipulations:

- a. GRANTEE covenants and agrees that, during the course of any construction, maintenance or repair of the septic sewer system field lines, it shall place such personnel, signs, pylons, temporary fences, warning signs or other notification as shall be necessary to protect, GRANTOR, its successors or assigns and their respective agents, officer, employees, invitees, licensees or trespassers from any harm resulting from such construction, maintenance or repair.
- b. GRANTEE covenants and agrees that, after commencing any construction, repair or maintenance of the septic sewer system field lines, it shall diligently pursue such construction, repair or maintenance until completion and without interruption, and shall complete any such construction, repair or maintenance within a reasonable period of time.
- c. GRANTEE covenants and agrees that, following exercise of its right to construct, repair or maintain the septic sewer system field lines on and across Parcel A, GRANTEE will cause the surface of the ground, including all pavement, asphalt, curbs, slopes and landscaping to be restored as nearly as practicable to its former condition within a reasonable period of time. GRANTEE further agrees to indemnify and hold GRANTOR its successors and assigns harmless from and against any claim, liability or damage, including reasonable attorneys' fees, arising from GRANTEE's activities on and use of such easement.
- d. GRANTEE covenants and agrees that, it shall take immediate action to correct any condition such as seepage, standing water or noxious odors resulting from the septic sewer system field lines, it shall diligently pursue such repair or maintenance until completion and without interruption, and shall complete any such repair or maintenance within a reasonable period of time.

The easement granted herein shall remain in full force and effect in perpetuity unless released in a writing executed by GRANTEE and GRANTOR or any successor to GRANTOR's interest in Parcel A or any portion thereof. This instrument shall inure to the benefit of and, after recordation, be binding upon GRANTOR, GRANTEE and their respective successors or assigns.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on and as of the day and year first written above.

GRANTOR:

Cynthia D. Kinnebrew
CYNTHIA D. KINNEBREW

Lee A. Kinnebrew
LEE A. KINNEBREW

GRANTEE:

James B. Franks
JAMES FRANKS
Deborah C. Franks
DEBORAH C. FRANKS

STATE OF ALABAMA)

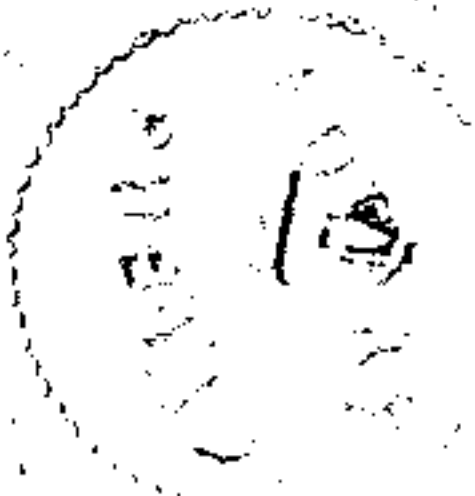
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Cynthia D. Kinnebrew, an individual 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 1st day of December, 1998.

John R. Harrison
Notary Public

My Commission Expires: 10/21/2000



STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Lee A. Kinnebrew, an individual 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of December, 1998.


John R. Harrison
Notary Public

My Commission Expires: 10/21/2000

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that James Franks, an individual 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 30th day of November, 1998.

Linda Perry
Notary Public

MY COMMISSION EXPIRES DECEMBER 6, 2000

My Commission Expires: _____

Exhibit A

A part of Lot 6-A in Cahaba Valley Farms as recorded in Map Book 15 on Page 36 in the Office of Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of said Lot 6-A; thence run South 88 degrees, 16 minutes, 59 seconds East along the South line of said Lot 6-A and also along the North line of Lot 9 in said Cahaba Valley Farms for a distance of 30.01 feet to the point of beginning; thence continue along last stated course for a distance of 125.00 feet to a point; thence run North 00 degrees, 15 minutes, 44 seconds East for distance of 110.00 feet to a point; thence run North 88 degrees, 16 minutes, 59 seconds West for a distance of 125.00 feet to a point on the East line of a 60 foot easement; thence run South 00 degrees, 15 minutes, 44 seconds West along said easement line for a distance of 110.00 feet to the point of beginning. Said parcel containing 13,745 square feet, more or less.

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