

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY     )

Inst # 2001-00359

01/04/2001-00359  
11:59 AM CERTIFIED

**EASEMENT AGREEMENT**

SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 23.00

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 17 day of Dec., 2000 by and between GARY G. CRUMPTON and wife, CHERI H. CRUMPTON ("Grantors"), and SAMUEL H. CHASTAIN and wife, PAMELA O. CHASTAIN ("Grantees").

**RECITALS:**

Grantors are the owners of Lot 1B, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Grantors' Property").

Grantees are the owners of Lot 1C, according to the Survey of Saddle Creek Acres, as recorded in Map Book 14, Page 8 in the Office of the Judge of Probate of Shelby County, Alabama (the "Grantees' Property"). Portions of the Grantors' Property abut the southerly and easterly portions of the Grantees' Property.

Grantors desire to grant to Grantees a permanent, perpetual and non-exclusive easement over, across, through under and upon that portion of the Grantors' Property which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Easement Property"), subject to and upon the terms and conditions hereinafter set forth.

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

1. **Grant of Easement.**

(a) Subject to the remaining terms and conditions of this Paragraph 1, Grantors do hereby grant and convey to Grantees a permanent, perpetual and non-exclusive access easement over, across, through, under and upon the Easement Property for the limited purpose of constructing, installing, operating, maintaining and replacing thereon a paved driveway (the "Driveway") providing vehicular and pedestrian access to and from the single-family dwelling situated on the Grantees' Property.

(b) Notwithstanding anything provided in this Agreement to the contrary, Grantees do hereby (i) acknowledge and agree that a portion of the Easement Property has been previously improved with a paved driveway and utility lines, pipes, wiring, conduit, ducts and other apparatus (collectively, the "Existing Improvements") which benefit and serve the Grantors' Property, the Grantees' Property and other real property situated adjacent thereto, (ii) covenant and agree to repair, restore and replace any of the Existing Improvements damaged or destroyed in connection with the construction of the Driveway on the Easement Property, (iii) covenant and

agree that the Driveway to be constructed on the Easement Property shall meet at grade with the existing driveway or roadway situated on the Easement Property and (iv) covenant and agree to maintain the Driveway in good condition and repair at all times.

(c) Notwithstanding anything provided in this Agreement to the contrary, Grantors reserve the right, in Grantors' sole discretion, to relocate the Easement Property or the location of the Driveway on the Easement Property at any time subject to and upon the following terms and conditions:

(i) Grantors shall, at their sole cost and expense, cause a survey (the "Grantors' Survey") of the proposed location of the relocated Easement Property (the "Relocated Easement Property") to be made reflecting the metes and bounds legal description of the proposed Relocated Easement Property;

(ii) To the extent Grantees have constructed or installed a Driveway on the Easement Property, then Grantors, at their sole cost and expense, shall relocate such Driveway within the Relocated Easement Property so that the relocated Driveway meets at grade with the then existing driveway on the Grantees' Property; and

(iii) Following approval of the Grantors' Survey by Grantees, Grantors and Grantees shall execute an amendment to this Agreement substituting the legal description for the Relocated Easement Property for the legal description of the Easement Property set forth in Exhibit A hereto.

(d) The easement granted herein by Grantors to Grantees and the use of any Driveway constructed on the Easement Property by Grantee shall benefit only one (1) single-family residence situated on the Grantee's Property and no portion of the Grantees' Property may be utilized to provide access between any other real property and the Easement Property.

(e) If, at any time after the date hereof, Grantees elect to relocate the Driveway in such a manner so that no portion of the Driveway is situated on the Easement Property, then Grantees agree to (i) restore the Easement Property to its natural condition (including the removal of any asphalt paving situated on the Easement Property) and (ii) execute any and all documents, instruments and agreements reasonably requested by Grantors in order to cancel and terminate this Agreement and the easement rights created herein.

(f) Subject to the terms and conditions of Paragraphs 1(b), 1(c), 1(d) and 1(e) above, the easement granted pursuant to this Paragraph 1 shall be and is a covenant running with the land which shall be binding upon and inure to the benefit of Grantors and Grantees and their respective heirs, executors, administrators, personal representatives, successors and assigns.

## 2. Miscellaneous.

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement. The terms and

provisions of this Agreement may only be modified or amended by a written agreement executed by the then owner of that portion of the Grantor's Property upon which the Easement Property is located and the then owner of the Grantees' 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.

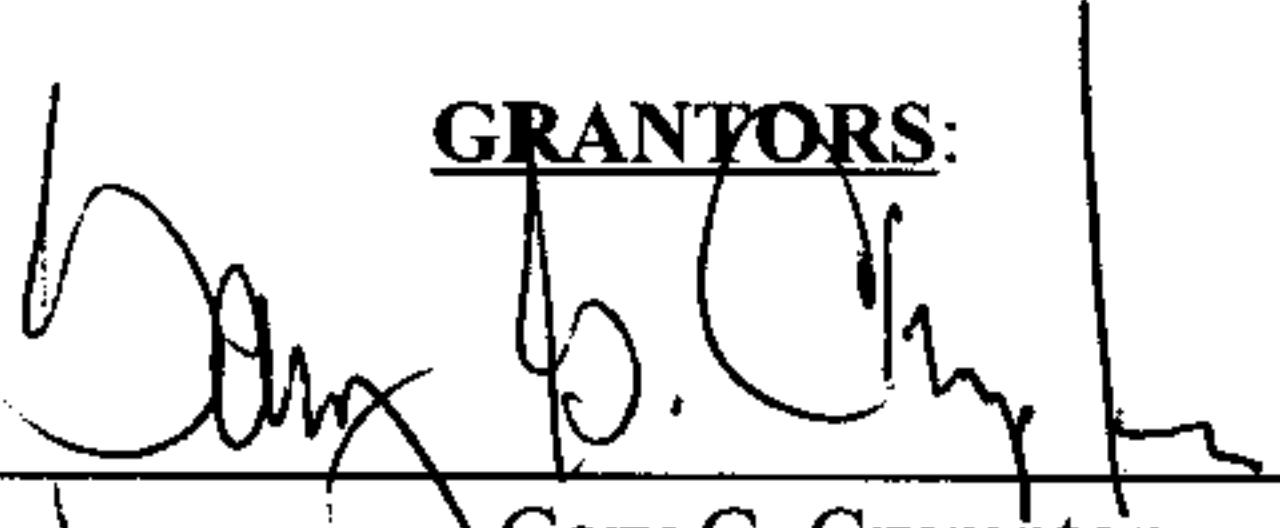
(d) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

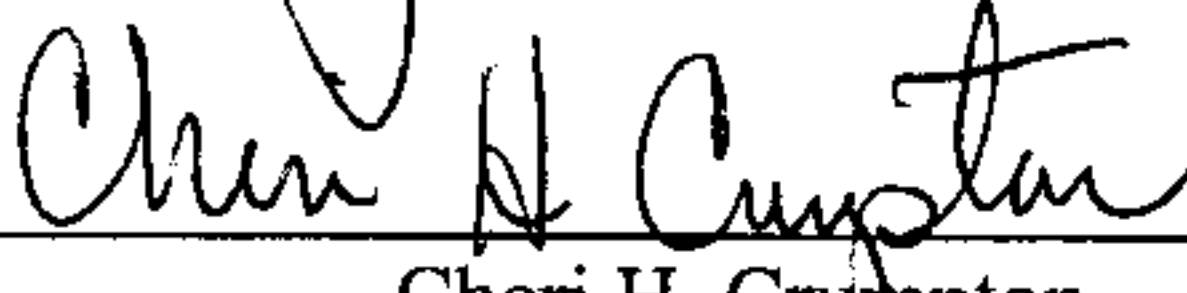
(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(f) In the event either Grantors or Grantees or any of their respective heirs, executors, administrators, personal representatives, successors or assigns violate any of the terms and provisions of this Agreement or fail to perform any of their respective obligations hereunder, then the non-defaulting party shall have the right, at its option, to commence and maintain an action at law or in equity to enforce compliance by the defaulting party of all of the terms and provisions of this Agreement. If any such legal action is undertaken, the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs and expenses incurred in such action, including, without limitation, court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, Grantors and Grantees have executed this Agreement as of the day and year first above written.

**GRANTORS:**

  
\_\_\_\_\_  
Gary G. Crumpton

  
\_\_\_\_\_  
Cheri H. Crumpton



GRANTEES:

X Samuel Chastain  
Samuel H. Chastain

X Pamela O. Chastain  
Pamela O. Chastain

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Gary G. Crumpton and wife, Cheri H. Crumpton, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of December, 2000.

Barbara Cheryl Mann  
Notary Public  
My commission expires: 12/28/02

[NOTARIAL SEAL]

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Samuel H. Chastain and wife, Pamela O. Chastain, 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 said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of December, 2000.

Jennifer Baird French  
Notary Public  
My commission expires: Feb 7, 2004

[NOTARIAL SEAL]

This instrument prepared by and  
upon recording should be returned to:

Stephen R. Monk, Esq.  
Bradley Arant Rose & White LLP  
2001 Park Place, Suite 1400  
Birmingham, Alabama 35203  
(205) 521-8429

## **EXHIBIT A**

### **Legal Description of Easement Property**

A parcel of land situated in the Northwest quarter of the Northeast quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Northwest quarter of the Northeast quarter also being the Northeast corner of Lot 1B, Saddle Creek Acres, as recorded in Map Book 14, Page 8, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southerly direction along the East line of said Lot 1B for a distance of 666.29 feet to a point; thence turn an angle to the right of 89 degrees, 30 minutes, 31 seconds and run in a Westerly direction for a distance of 610.15 feet to a point; thence turn an angle to the left of 90 degrees, 29 minutes, 29 seconds and run in a Southerly direction for a distance of 616.49 feet to the Point of Beginning, said Point of Beginning being at the Southeast corner of a 50 foot strip in said Lot 1B; thence turn an angle to the right of 89 degrees, 30 minutes, 31 seconds and run in an Easterly direction for a distance of 369.81 feet to a point; thence turn an angle to the right of 90 degrees, 29 minutes, 29 seconds and run in a Northerly direction for a distance of 50.00 feet to a point; thence turn an angle to the right of 90 degrees, 30 minutes, 31 seconds and run in a Easterly direction for a distance of 369.81 feet to a point; thence turn an angle to the right of 90 degrees, 29 minutes, 29 seconds and run in a Southerly direction for a distance of 50.00 feet to the Point of Beginning. Said parcel of land containing 18,489 square feet, more or less.

According to the survey of K. B. Weygand & Associates dated July 19, 2000.

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