

This Instrument prepared by:
Mary Thornton Taylor, Esquire
Taylor & Smith, P.C.
P.O. Box
Orange Beach, Alabama 36561

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made this 31st day of August, 2001 by **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company ("DOWR").

RECITALS:

WHEREAS, DOWR is the owner of certain real property situated in Shelby County, Alabama which is legally described in **Exhibit A** attached hereto and made a part hereof (the "Nature Walk Parcel"); and

WHEREAS, DOWR is also the owner of certain real property situated in Shelby County, Alabama which is legally described in **Exhibit B** attached hereto and made a part hereof (the "Augmentation Pond Parcel"); and

WHEREAS, the Nature Walk Parcel and the Augmentation Pond Parcel are adjacent and contiguous to each other and share a common boundary 97.89 feet in length along the easternmost boundary of the Augmentation Pond Parcel and westernmost boundary of the Nature Walk Parcel (the "Common Boundary"); and

WHEREAS, DOWR, as the current owner of both the Nature Walk Parcel and the Augmentation Pond Parcel, desires to reserve for the benefit of itself, and its successors, assigns, employees, and agents, a permanent and perpetual private easement over, across, and upon the Nature Walk Parcel for purposes of accessing the Augmentation Pond Parcel for the construction and maintenance of the Augmentation Pond, of vehicular and pedestrian access to the Augmentation Pond, and of construction, installation and maintenance of utilities, if any, to serve the Augmentation Pond Parcel.

NOW THEREFORE, in consideration of the premises, and other good and

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valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOWR hereby declares as follows:

1. RESERVATION OF EASEMENT BY DOWR. DOWR does hereby reserve for itself and its successors, assigns, employees, and agents, forever, a permanent and perpetual private easement over, across, through, upon and under the Nature Walk Parcel for purposes of construction and maintenance of the Augmentation Pond on the Augmentation Pond Parcel, for pedestrian and vehicular ingress to and egress from the Augmentation Pond, and for the construction, installation and maintenance of sewer lines or other utility lines, if any, to serve the Augmentation Pond Parcel (the "Easement"). The Easement reserved hereby is to be used and enjoyed only by DOWR and its successors, assigns, employees, agents and any other parties having any rights or interests in the Augmentation Pond Parcel. DOWR expressly negates the right of the public to use the Easement to access the Augmentation Pond Parcel or any portion thereof.

2. NATURE OF EASEMENT. The Easement reserved hereby burdens the Nature Walk Parcel for the benefit of the Augmentation Pond Parcel. The Easement reserved hereby is (i) for the use and enjoyment of DOWR, and its successors, assigns, employees, agents and any other parties having any rights or interest in the Augmentation Pond Parcel, (ii) for the benefit of DOWR and its successors in title to the Augmentation Pond Parcel and may be terminated or modified only by the written consent of DOWR or its successors in title to the Augmentation Pond Parcel, (iii) appurtenant to and shall be deemed to be covenants running with the land and (iv) binding upon DOWR as owner of the Nature Walk parcel and inures to the benefit of DOWR as owner of the Augmentation Pond Parcel, and its successors and assigns with respect to each parcel. DOWR shall have the right to erect and maintain fences on or around the Augmentation Pond or the Augmentation Pond Parcel but no fences or obstructions shall be erected, maintained or permitted on, across or upon the Easement which would obstruct, interfere with, limit or otherwise deny the pedestrian or vehicular access to the Augmentation Pond Parcel or the construction and maintenance of the Augmentation Pond or the utilities, if any, serving the Augmentation Pond Parcel. No easement is hereby reserved over, across,

through, upon or under the Augmentation Pond Parcel for the benefit of the Nature Walk Parcel or any other person or property.

3. LOCATION OF EASEMENT. The location and layout of the Easement reserved hereby is not specifically known at this time but is a blanket easement which will cross over, upon and through the Nature Walk Parcel up to the Common Boundary in a location to be determined by DOWR, in DOWR's sole discretion. Upon construction and completion of the Augmentation Pond, a road, if any, to access the Augmentation Pond, and utilities, if any, to serve the Augmentation Pond Parcel, the description and location of the Easement shall be as-built and the Easement shall no longer be a blanket easement.

4. CONSTRUCTION AND MAINTENANCE OF THE EASEMENT. DOWR and its successors and assigns are responsible for the construction and maintenance of the road and utilities, if any, within the Easement and the payment of the costs therefor. In the event damage to the Easement occurs which is caused by a person or entity other than DOWR, DOWR reserves the right to exercise any remedies available to it at law or in equity against such other person or entity causing the damage so that the Easement and the improvements situated therein will be repaired and restored to the quality and standard of the original construction of the improvements within the Easement.

5. MISCELLANEOUS PROVISIONS.

(a) Amendment. This Agreement may be amended or modified at any time and in all respects by an instrument in writing executed by the record owners of the Augmentation Pond Parcel and the Nature Walk Parcel.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(c) Benefits. This Agreement shall inure to the benefit of and be binding upon DOWR, and its successors and assigns.


(d) Governing Law. It is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

(e) Construction. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(f) Attorney's Fees. In the event of any litigation arising out of this Agreement, the court may award to the prevailing party all reasonable costs and expenses, including attorneys fees.

IN WITNESS WHEREOF, DOWR has executed this Declaration of Easement as of the day and year first above written.

DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company
By: South Edge, Inc., Its Manager

By: 
Michael D. Fuller
Its President

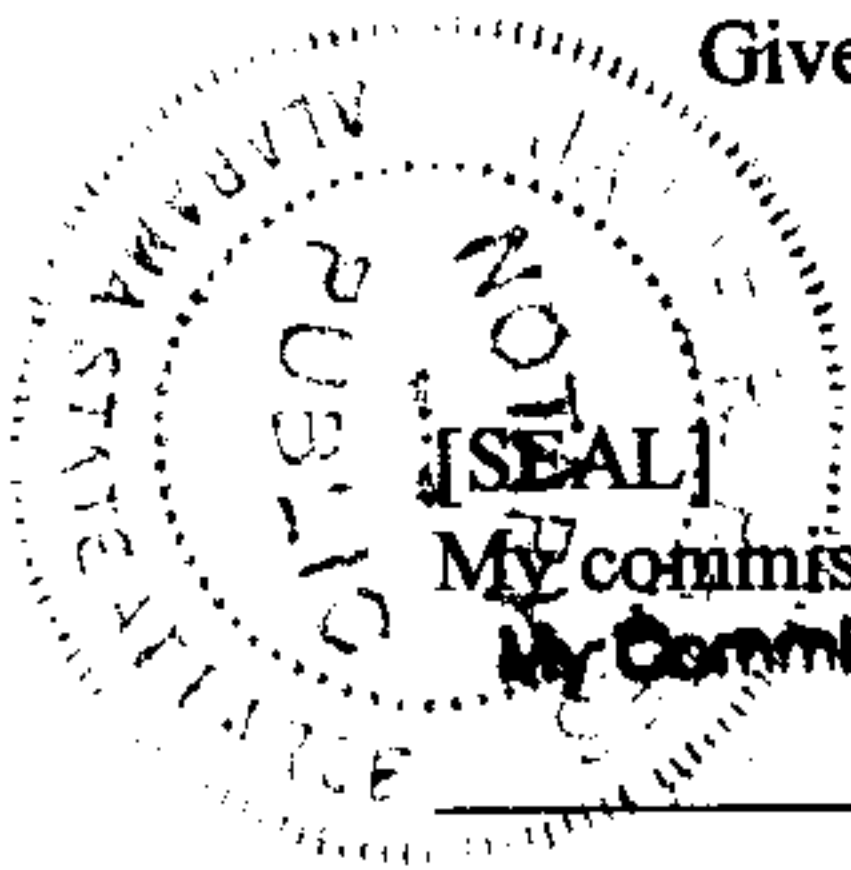
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as President of South Edge, Inc., an Alabama corporation, as Manager of DOUBLE OAK WATER RECLAMATION, LLC, 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 the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid.

Given under my hand and seal, this 31st day of August, 2001.


Notary Public



My commission expires:
My Commission Expires 5/24/2003

EXHIBIT A TO EASEMENT AGREEMENT

NATURE WALK PARCEL

**STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the North half of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the centerline of the intersection of NARROWS DRIVE and NARROWS WAY, according to the record map of THE NARROWS COMMERCIAL SUBDIVISION - SECTOR 1, as recorded in Map Book 27, at Page 8 in the office of the Judge of Probate of Shelby County, Alabama; thence run in a Southwesterly direction, along the centerline of said NARROWS DRIVE, on a bearing of S59°09'45"W, a distance of 225.37 feet to a point; thence turn a deflection angle to the left and run in a Southeasterly direction on a bearing of S30°50'15"E, a distance of 30.00 feet to a point on the Southeasterly right-of-way of said NARROWS DRIVE, said point being the POINT OF BEGINNING of the parcel herein described; thence turn an angle to the left, and run in a Northeasterly direction, along said right-of-way, on a bearing of N59°09'45"E, a distance of 175.37 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of 90°00'00" and a radius of 25.00 feet, continuing along right-of-way, in a Northeasterly, to Easterly, to Southeasterly direction, a distance of 39.27 feet to a point; thence continue tangent to last described course, along the right-of-way of NARROWS WAY, on a bearing of S30°50'15"E, a distance of 112.37 feet to a point, said point being the beginning of a curve to the right; thence continue along said curve, having a central angle of 18°18'54" and a radius of 433.53 feet, continuing along said right-of-way, an arc distance of 138.59 feet to a point; thence continue tangent to last described course, along said right-of-way, in a Southeasterly direction on a bearing of S12°31'21"E, a distance of 414.35 feet to a point; thence turn an angle to the right, and leaving said right-of-way, run in a Westerly direction on a bearing of S89°02'36"W, a distance of 90.89 feet to a point; thence turn an angle to the left and run in a Southerly direction, on a bearing of S00°17'28"E, a distance of 54.02 feet to a point, thence turn an angle to the right and run in a Westerly direction on a bearing of S88°28'38"W, a distance of 635.24 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S71°35'05"W, a distance of 356.58 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N08°12'16"W, a distance of 313.13 feet to a point, said point being on the proposed right-of-way of the extension of NARROWS DRIVE, thence turn an angle to the right and run in a Northeasterly direction on a bearing of N81°47'44"E, a distance of 254.51 feet to a point, said point being the beginning of a curve to the left; thence run along the arc of said curve, having a central angle of 39°11'08" and a radius of 280.00 feet, in a Northeasterly direction, an arc distance of 191.49 feet to a point; thence continue tangent to last described course, in a Northeasterly direction on a bearing of N42°36'36"E, a distance of 265.83 feet to a point, said point being the beginning of a curve

to the right; thence run along the arc of said curve, having a central angle of 16°33'09" and a radius of 570.00 feet, in a Northeasterly direction, an arc distance of 164.66 feet to the POINT OF BEGINNING, said parcel containing 10.72 Acres, more or less.

EXHIBIT B TO EASEMENT AGREEMENT

AUGMENTATION POND PARCEL

**STATE OF ALABAMA
SHELBY COUNTY**

A parcel of land situated in the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the SW corner of said SW 1/4 of NW 1/4; thence run in an Easterly direction along the South line of said 1/4-1/4 section on a bearing of N 89°16'06" E, a distance of 30.00 feet to a point, said point being the POINT OF BEGINNING of parcel herein described; thence turn an angle to the left and run in a Northerly direction on a bearing of N 00°16'28" W, a distance of 339.13 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 72°56'54" E, a distance of 650.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 58°45'14" E, a distance of 443.83 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 41°12'26" E, a distance of 96.63 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 48°30'28" E, a distance of 435.59 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 67°52'15" E, a distance of 160.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 43°48'37" E, a distance of 134.85 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 08°12'17" E, a distance of 97.89 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of S 27°36'49" W, a distance of 58.90 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of S 06°57'28" E, a distance of 369.08 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of S 14°07'31" W, a distance of 455.62 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 85°54'49" W, a distance of 323.17 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of S 66°30'58" W, a distance of 1338.77 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 00°16'28" W, a distance of 188.86 feet the POINT OF BEGINNING. Said parcel containing 21.44 acres, more or less.

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