

THIS INSTRUMENT PREPARED BY:
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STATE OF ALABAMA)
SHELBY COUNTY)

DECLARATION OF DRAINAGE EASEMENT

This Declaration of Drainage Easement is made effective the 9th day of September, 2002, by **THE CROSSROADS AT GREYSTONE, LLC**, an Alabama limited liability company (the "Declarant").

RECITALS:

A. Declarant is the owner and record title holder of the following parcels of real property situated in Shelby County, Alabama: **Lots 1A and 2A**, according to a Resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29, Page 53, in the Office of the Judge of Probate of Shelby County, Alabama (the "Plat").

B. **Lots 1A and 2A** are contiguous, one to the other, as shown on the Plat.

C. Declarant anticipates that the ownership of **Lots 1A and 2A** may at some point in the future be titled in different parties and therefore desires to document the aforesaid easements and the perpetual nature thereof for the exclusive use of the owners, tenants, sub-tenants, licensees and invitees, as described hereinbelow, of such **Lot 1A** and the **Lot 1A** owner's respective successors and assigns.

DECLARATION OF EASEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby declares and establishes of record the following:

1. **Declaration.** Declarant does hereby declare, establish, grant, bargain, sell and create (i) a perpetual, easement in, over, under and across that portion of **Lot 2A** where the drainage facility is currently located so that surface water and other drainage from **Lot 1A** shall pass in, over, under and across the same into the detention pond located on **Lot 2A**; and (ii) a perpetual, non-exclusive access easement for reasonable access to the foregoing facilities to maintain the same in good working order (collectively the "Easement"). The Easement is and shall be a covenant running with the land and shall constitute a burden on **Lot 2A** and benefit to the owners, tenants, sub-tenants, licensees and invitees of **Lot 1A**, and their successors and

assigns, for the foregoing purposes. The Easement shall be binding on the owner of **Lot 2A** and its respective heirs, executors, administrators, personal representatives, successors and assigns.

2. **Covenants of Lot 1A Owner.** The **Lot 1A** owner hereby covenants that (i) said owner, at its expense, will maintain, or cause to be maintained, the drainage facilities described hereinabove and the detention pond in good working order and repair until **Lot 2A** shall be developed, whereafter, the owner of **Lot 1A** shall continue to maintain, or cause to be maintained, the drainage facilities that will then serve **Lot 1A** and **Lot 2A** and the users of the detention pond shall share in the maintenance of the same on a pro rata basis based on each user's acreage; and (ii) all rights exercised hereunder shall be done so in a manner which will minimize interference with the use and enjoyment of **Lot 2A**.

3. **Use of Lot 2A.** Declarant reserves the right to use and improve **Lot 2A** in any manner not inconsistent with this instrument and the rights hereunder.

4. **Government Law.** This instrument and the Easement shall be construed and enforced in accordance with the laws of the State of Alabama.

5. **Violation.** In the event of any violation or threatened violations of any of the provisions of this instrument, the non-defaulting owner shall be entitled forthwith to full and adequate relief by injunction and/or any other available legal and equitable remedies; and the damages and costs of any such violation and all costs and expenses of any suit or proceeding (including reasonable attorneys' fees) shall be paid by the defaulting party.


6. **No Dedication.** This instrument is not intended to and does not dedicate any portion of the Easement to the general public or create any rights in favor of the general public.

7. **Right to Supplement.** The Declarant reserves the right for itself and for the owners of **Lots 1A** and **2A**, their successors and assigns, to supplement this Declaration of Drainage Easement by additional terms and provisions by an instrument executed by Declarant or by both owners of said Lots; provided, however, that the perpetual easement provided for herein shall not be abrogated or truncated and no amendment shall be binding upon any prior recorded mortgage nor shall any such amendment prime any mortgage without the written consent of such mortgagee.

Done effective the 9th day of September, 2002.

THE CROSSROADS AT GREYSTONE, LLC,
an Alabama limited liability company

By: **DANTRACT, INC.,**
Its: Managing Member

By: 
Name: **CHARLES W. DANIEL**
Its: President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **CHARLES W. DANIEL**, whose name as President of Dantract, Inc., an Alabama corporation, the managing member of **THE CROSSROADS AT GREYSTONE, LLC**, an, Alabama, limited liability company, is signed to the foregoing **Declaration** and who is known to me, acknowledged before me on this day that, being informed of the contents of the **Declaration**, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said corporation as the managing member of said limited liability company on the day the same bears date.

Given under my hand this the 10th day of September, 2002.

[NOTARIAL SEAL]



Notary Public

My Commission Expires: 8/27/05