

## EASEMENT & CONSTRUCTION AGREEMENT

This Agreement made between Farris Management Co., Inc. ("Developer") and Clinton and Susan Farah (120 Victoria Station, Maylene, AL 35114, Lot 7), William J. P. Tyler (116 Victoria Station, Maylene, AL 35114, Lot 6) and Chris and Tonya Watkins (112 Victoria Station, Maylene, AL 35114, Lot 5) all being Owners ("Lot Owners") of aforementioned real estate in Cedar Grove at Sterling Gate, Sector 2, Phase 1. Lots 5, 6 and 7 shall be designated as "Subject Lots" for the purpose of this Agreement.

**Whereas**, the Lot Owners have brought to the attention of Farris Management Co., Inc., as Developer of the Sterling Gate Subdivision, that they believe they have a drainage issue concerning their lots where the volume of surface water naturally trying to cross the lots is excessive.

**Whereas**, the Developer has consulted with a contractor and the engineering firm that designed the subdivision about the drainage issue and has received recommendations from both concerning a solution.

**Therefore**, the Developer and the Lot Owners have entered into this Agreement that involves the following actions, responsibilities and commitments:

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**(A) LOT OWNERS RESPONSIBILITIES:**

1. Lot Owners will grant permanent easements across the three rear yards involved for the purpose of installing a drainage pipe and several inlet facilities, plus a temporary easement for access to the permanent easement site.
2. Lot Owners will indemnify and hold Developer and Developer's Contractors free and harmless from all demands, claims, and suits or expenses caused by any loss, cost, damage, and/or expenses caused by injuries to person or property while in, on or about the Lots owned by Lot Owners, not attributable to the willfully wrongful act or gross negligence of the Developer or its Contractors.
3. Lot Owners agree to dismantle any fences involved for the purpose of getting equipment into the yards and to be responsible for re-installation of the fences.
4. Lot Owners also agree to be responsible for replacing any sod damage in their respective yards.
5. By signing this Agreement Lot Owners will approve a drainage easement map attached as Exhibit A to this Agreement that shall be recorded along with this signed Agreement in the Probate Office of Shelby County, Alabama, granting permanent, private easements across the rear yards involved to the Lot Owners, their successors and assigns to protect the easement for future lot owners.


6. Lot Owners also agree that they will be responsible for any contour changes in their yards to get water to inlets installed by Developer, although Developer's contractor will put excess dirt in yards at the direction of individual Lot Owners to assist in this effort.


**(B) DEVELOPERS RESPONSIBILITIES:**


1. Developer agrees to install an 18" pipe and several inlets across the three rear yards and to attach the same to the drainage easement held by the City of Alabaster.
2. Developer agrees to take all reasonable precaution to avoid excessive damage to fences, sod or other structures in Lot Owners rear yards or any way in accessing the rear yards.

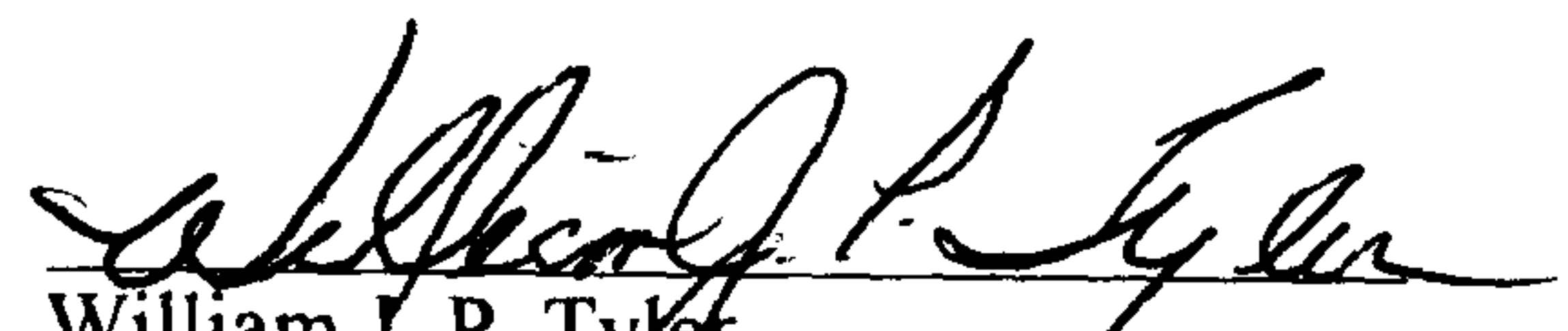
Developer believes, based on consultation with engineering professionals, that the installation of the pipe should constitute a permanent solution to the water volumes flowing across subject lots. Lot Owners agree that as a result of this installation they will hold harmless the Developer, Developers Contractors and Engineer for future drainage issues on their lots relating to the same as addressed by the drainage structure installed.

This Agreement is meant to be a legally binding document.

  
Mary F. Roensch, President  
Farris Management Co., Inc.

  
Clinton Farah

  
Susan Farah

  
William J. P. Tyler

Chris Watkins  
Chris Watkins

Tonya Watkins  
Tonya Watkins

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CLINTON FARAH**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of August, 2002

Joan Handley  
Notary Public  
My Commission Expires Sept 14, 2003

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **SUSAN FARAH**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of August, 2002

Debra R. Long  
Notary Public

My Commission Expires 7.9.04

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM J. P. TYLER**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, <sup>WJPT</sup> she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of July, 2002

Patricia A. Hopkins

Notary Public

My Commission Expires 9-29-2003

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHRIS WATKINS**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of August, 2002

Michael S. Nichol

Notary Public

My Commission Expires ~~My Commission Expires~~  
OCTOBER 13TH, 2005

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **TONYA WATKINS**, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this date that, being informed of the



contents of the foregoing, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9<sup>th</sup> day of August, 2002

Michael E. Nichols

Notary Public

My Commission Expires

MY COMMISSION EXPIRES  
OCTOBER 13TH, 2005

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GREENBRIAR, LTD., an Alabama Partnership, by its managing General Partner, Farris Management Co., Inc., Mary F. Roensch, President, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, Mary F. Roensch, as President of Farris Management Co., Inc., Managing General Partner of Greenbriar, Ltd., with full authority executed the same voluntarily for and as the act of said Corporation as General Manager for said Partnership, on the day the same bears date.

Given under my hand and official seal this 15 day of August, 2002.

Lyn Ann Cavanaugh

Notary Public

My Commission Expires

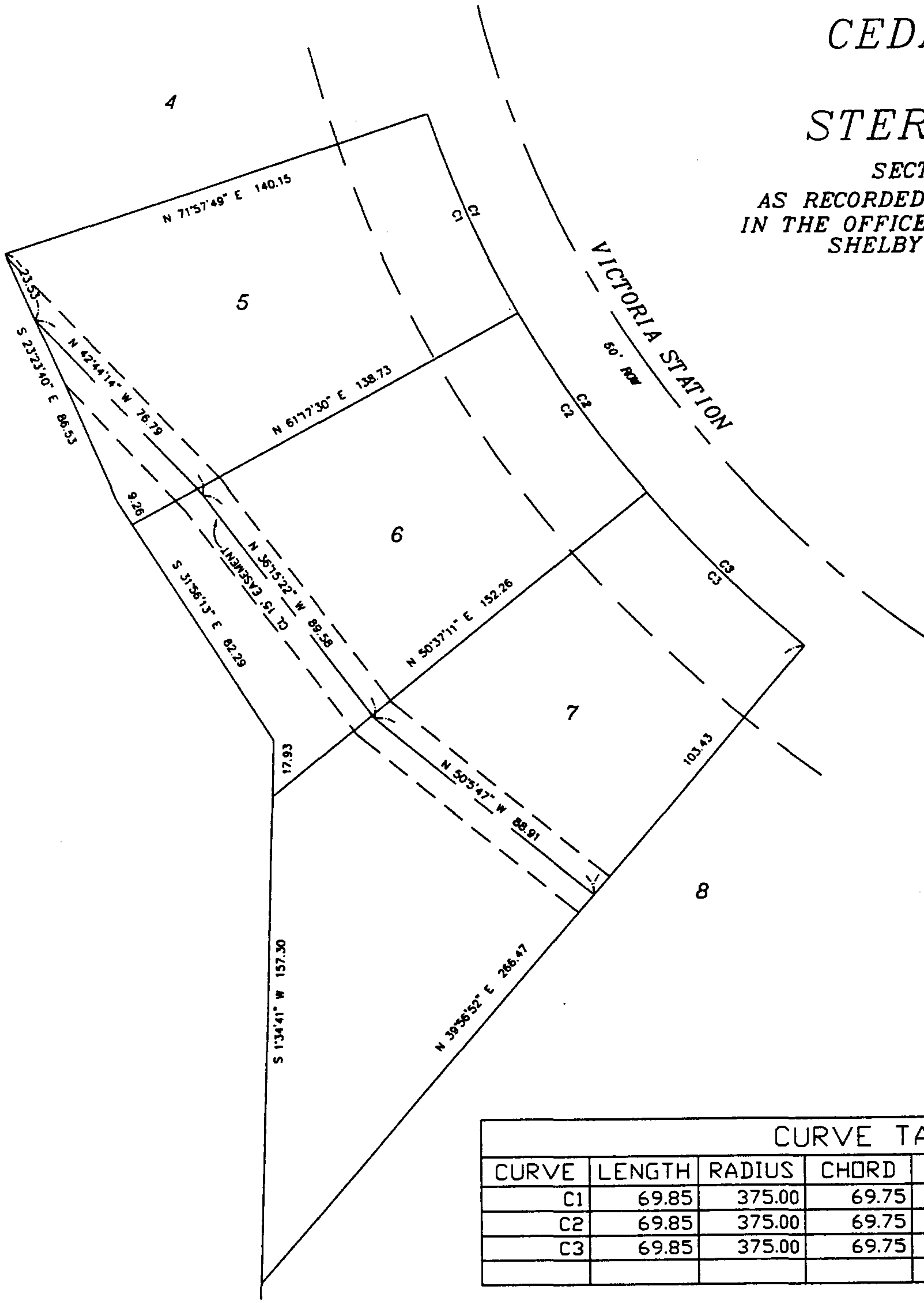
LYN ANN CAVANAUGH  
Notary Public  
STATE OF ALABAMA

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 25, 2006  
ISSUED BY THE ALABAMA PUBLIC ACCOUNTANTS

EXHIBIT A

CEDAR GROVE  
AT  
STERLING GATE

SECTOR 2 PHASE 1  
AS RECORDED IN MAP BOOK 25 PAGE 52  
IN THE OFFICE OF THE JUDGE OF PROBATE  
SHELBY COUNTY, ALABAMA.



CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	69.85	375.00	69.75	S23°22'20"E	10°40'22'
C2	69.85	375.00	69.75	S34°02'41"E	10°40'20'
C3	69.85	375.00	69.75	S44°43'01"E	10°40'19'