

THIS INSTRUMENT PREPARED BY:

WILLIAM S. WRIGHT  
BALCH & BINGHAM LLP  
1901 SIXTH AVENUE NORTH  
SUITE 2600  
BIRMINGHAM, AL 35203-2628

**THIS INSTRUMENT IS BEING  
RERECORDED TO SUBSTITUTE  
PAGE 2 DUE TO CLERICAL  
ERRORS IN PARAGRAPHS 2 AND 5.**

20030115000030660 Pg 1/13 50.00  
Shelby Cnty Judge of Probate, AL  
01/15/2003 13:10:00 FILED/CERTIFIED

STATE OF ALABAMA     )  
SHELBY COUNTY         )

**AGREEMENT REGARDING RIGHT-OF-WAY,  
WATER LINE AND LANDSCAPING  
(LOT 1B SADDLE CREEK ACRES AND  
LOT 410 GREYSTONE LEGACY 4<sup>TH</sup> SECTOR)**

**THIS AGREEMENT** is between **GARY G. CRUMPTON** and wife **CHERI H. CRUMPTON** ("Crumpton"), **THOMAS R. DAVIS** and wife **JO ANN DAVIS** ("Davis"), **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company ("Greystone"), and **GREYSTONE LEGACY HOMEOWNERS ASSOCIATION, INC.**, ("GLHA") is being entered into effective as of September 30, 2002, and is being executed on the date set forth below.

**PREAMBLE**

Davis owns a parcel of land in Shelby County, Alabama in the Greystone Legacy subdivision, which is more fully described on Exhibit A hereto (the "Davis Property"). Crumpton owns a parcel of land in Shelby County, Alabama in the Saddle Creek Acres subdivision which is contiguous to the Davis Property and is more fully described on Exhibit B hereto (the "Crumpton Property").

The Crumpton Property is subject to the terms of a Declaration of Restrictions dated as of August 4, 1995 recorded as Instrument No. 1995-21524 in the Probate Office of Shelby County, Alabama, as amended by Agreement with Respect to Establishment of Certain Restrictions and Other Agreements and First Amendment to Declaration of Restrictions dated as of August 13, 1998 (the "Amendatory Agreement") which has been recorded as Instrument No. 1998-32193 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Amendatory Agreement.

The Davis Property constitutes part of the "Developer's Property", as defined in the Amendatory Agreement. Pursuant to that certain Survey of Greystone Legacy 4<sup>th</sup> Sector recorded in Map Book 28, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama, a certain fifty foot (50') wide private right-of-way was established, as shown on Exhibit C hereto (the "Right-of-Way Area").

The parties hereto now desire to provide further for two water line easements in favor of the Crumpton Property, one being a ten foot (10') wide easement running parallel to the Right-of-Way Area as shown on Exhibit C hereto and (2) the other being a twenty (20')

wide easement running inside and along the rear property line of the Davis Property as shown on Exhibit D hereto (collectively, the "Water Line Easement Areas"), and for certain landscaping on the Davis Property and in the Right-of-Way Area.

### **AGREEMENT**

**NOW THEREFORE**, for and in consideration of the premises, \$10.00 in hand paid by each party hereto to each of the other parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything to the contrary provided in Sections 1.03 and 1.04 of the Amendatory Agreement, the parties agree that natural growth may be removed and landscaping, hardscaping and a berm may be installed and maintained on the Davis Property inside the Natural Buffer on the Davis Property and in the Right-of-Way Area in accordance with the plans therefor attached hereto as Exhibit D (the "Landscape Site Plan").

2. All landscaping, hardscaping, and removal of existing vegetation in the Natural Buffer Area and the Right-Of-Way Area must conform to the specifications as shown on Landscape Site Plan. All landscaping planted in the Natural Buffer Area and in the Right-of-Way Area must be maintained and replaced, as necessary, by the owner of the Davis Property. The owner of the Crumpton Property shall not be liable for replacement or repair of any landscaping or hardscaping shown on the Landscape Site Plan should it become necessary to maintain, upgrade or repair the waterline located in either of the Water Line Easement Areas or should the owner of the Crumpton Property exercise his right to utilize the Right-of-Way Area for ingress and egress to the Crumpton Property.

3. No changes or substitutions in plant types, additional hardscape, additional excavation, or additional landscaping of any kind shall be placed in or occur in the Natural Buffer Area or the Right-of-Way Area, now or in the future, without the written consent of the owner of the Crumpton Property. No additional natural growth shall be removed from the Natural Buffer Area or the Right-Of-Way Area without written consent of the owner of the adjacent Crumpton Property.

4. Davis hereby grants to Crumpton and their successors in title with respect to the Crumpton Property a perpetual non-exclusive easement for an underground water line over and across the Water Line Easement Areas on those parts of the Davis Property shown on Exhibits C and D hereto.

5. Davis, Greystone and their respective successors and assigns shall indemnify the owner of the Crumpton Property for any and all expenses, including attorney's fees, incurred in any enforcement action filed by the owner of the Crumpton Property to enforce any provision of this Agreement.

6. In the event that any damage shall be sustained to any water line or gas line on the Davis Property, the Right-of-Way Area or the Crumpton Property as a result

of the clearing or installation of landscaping pursuant to this Agreement, Davis shall bear the expense of repairing the same.

7. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alabama. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-title, grantees, assignees, and their respective tenants, subtenants, licensees, permittees and lenders, and shall be appurtenant to, benefit, touch, concern, burden and run with the title to the Davis Property and the Crumpton Property. Any conveyance of the Davis Property or the Crumpton Property, respectively, or any part thereof, shall also convey and cause the transferee to assume the rights, privileges, duties, liabilities and obligations contained in this Agreement, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties, liabilities and obligations contained herein.

8. Each of Davis and Crumpton (the "Warrantor") hereby represents and warrants to the other that the Warrantor is the true and lawful owner in fee simple of such Warrantor's respective property referred to hereinabove, has the right and power to grant the rights herein granted, and will defend the rights granted hereunder against the claims of all persons claiming by, through or under such Warrantor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the 16 day of December 2002.

**CRUMPTON:**

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

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

**DAVIS:**

  
\_\_\_\_\_  
Thomas R. Davis

  
\_\_\_\_\_  
Jo Ann Davis



**GREYSTONE DEVELOPMENT COMPANY,  
LLC**, an Alabama limited liability company

By: DANIEL REALTY CORPORATION, an  
Alabama corporation, Its Manager

By: [Signature]  
Its Vice President

**GREYSTONE LEGACY HOMEOWNERS'  
ASSOCIATION, INC.**, an Alabama non-profit  
corporation

By: [Signature]  
Its: President

STATE OF ALABAMA     )  
COUNTY OF Shelby    )

Judith Ann Lawson, a Notary Public in and for said County in said  
State, hereby certify that Gary G. Crumpton 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 the instrument, he executed the same voluntarily.

Given under my hand and official seal this 16th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

STATE OF ALABAMA )  
COUNTY OF Shelby )

I Judith Ann Lawson, a Notary Public in and for said County in said State, hereby certify that Cheri H. Crumpton 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 the instrument, she executed the same voluntarily.

Given under my hand and official seal this 16th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

STATE OF ALABAMA )  
COUNTY OF Shelby )

I Judith Ann Lawson, a Notary Public in and for said County in said State, hereby certify that Thomas R. Davis 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 the instrument, he executed the same voluntarily.

Given under my hand and official seal this 6th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

STATE OF ALABAMA     )  
COUNTY OF Shelby     )

I, Judith Ann Lawson, a Notary Public in and for said County in said State, hereby certify that Jo Ann Davis 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 the instrument, she executed the same voluntarily.

Given under my hand and official seal this 6th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

STATE OF ALABAMA     )  
COUNTY OF Shelby     )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that M. Lewis Gwaltney, whose name as President of **GREYSTONE LEGACY HOMEOWNERS' ASSOCIATION, INC.**, an Alabama non-profit corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 6th day of December, 2002.

Judith Ann Lawson  
Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that M. Lewis Gwaltney whose name as Vice President **DANIEL REALTY CORPORATION**, an Alabama corporation, as Manager of **GREYSTONE DEVELOPMENT COMPANY, LLC**, an Alabama limited liability company, 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, as such officer and with full authority executed the same on behalf of said corporation as Manager of said company.

Given under my hand and official seal, this 6th day of December, 2002.

Judith Ann Lawson

Notary Public

My Commission Expires: February 17, 2006

[NOTARY SEAL]

## **EXHIBIT A**

### **Description of Davis Property**

Lot 410, according to the Survey of Greystone Legacy, 4<sup>th</sup> Sector, as recorded in Map Book 28, Page 41 in the Office of the Judge of Probate of Shelby County, Alabama.



## **EXHIBIT B**

### **Description of Crumpton Property**

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.

**EXHIBIT C**

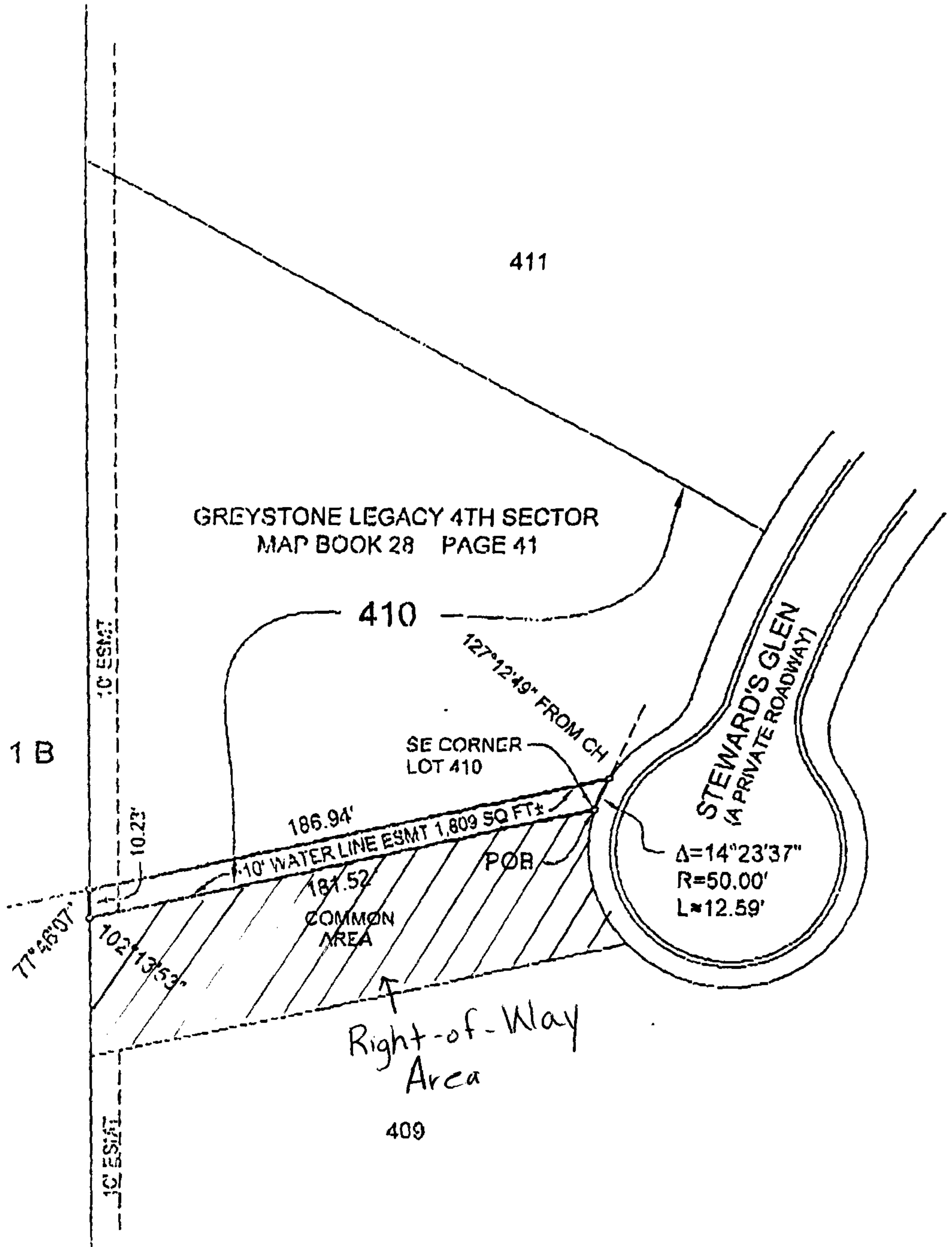
**SURVEY OF RIGHT OF WAY  
AND PARALLEL WATERLINE EASEMENT**

**[SET FORTH ON FOLLOWING PAGE]**



SADDLE CREEK ACRES

LOT 1 B



SKETCH TO ACCOMPANY A LEGAL DESCRIPTION  
THIS IS NOT A SURVEY

PREPARED BY:  
SURVEYING SOLUTIONS, INC.  
2233 CAHABA VALLEY DRIVE  
BIRMINGHAM, AL 35242  
TEL: (205) 991-8965

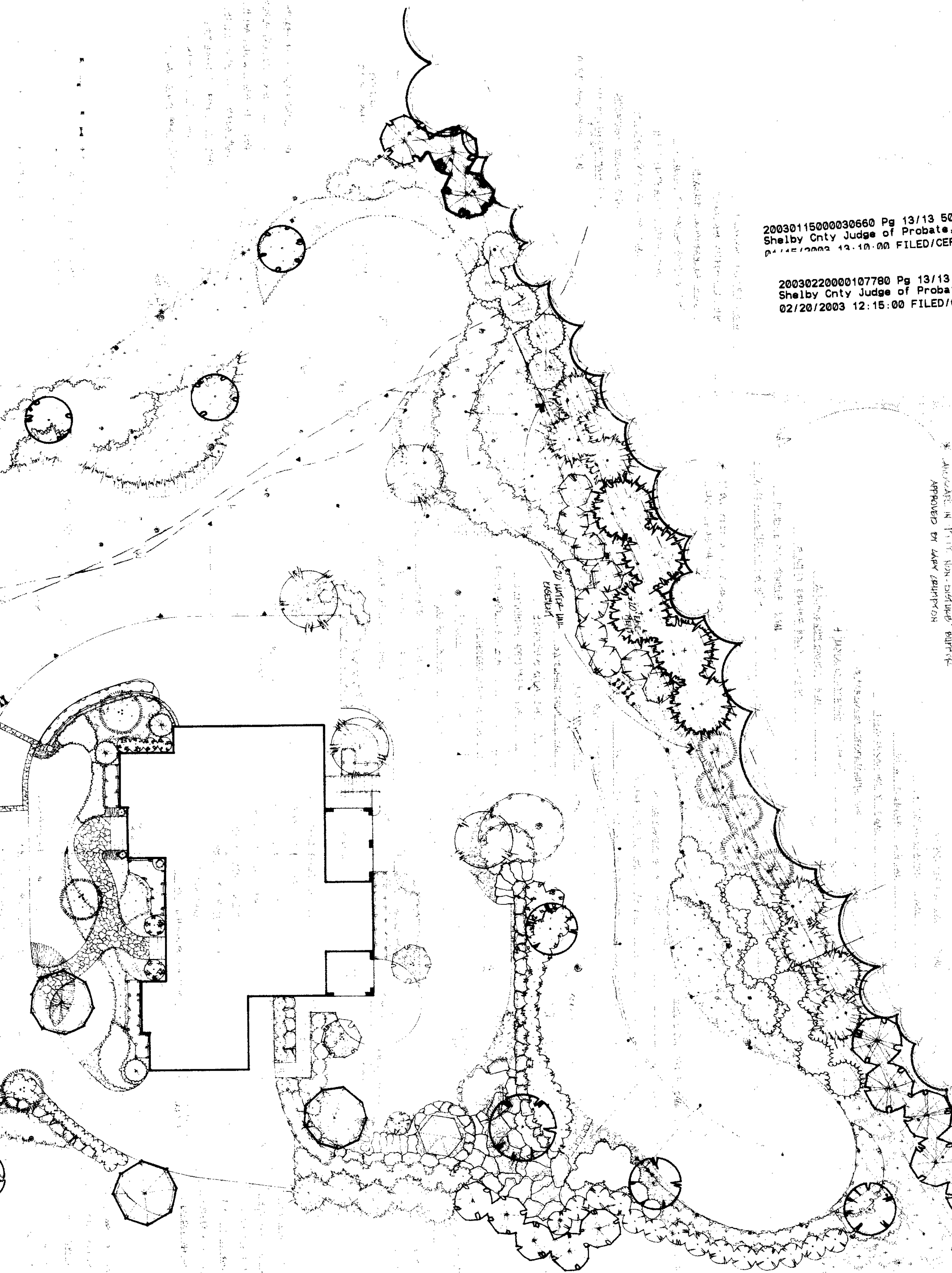
**EXHIBIT D**

**LANDSCAPE SITE PLAN**

**[SET FORTH ON FOLLOWING PAGE]**

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Shelby Cnty Judge of Probate  
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Shelby Cnty Judge of Probate  
02/20/2003 12:15:00 FILED/



APPROVED BY LAWYER SIGNATURE