

STATE OF ALABAMA )

SHELBY COUNTY )

EASEMENT

In consideration of **ONE DOLLAR and NO CENTS** and other good and valuable considerations paid in hand by **WAYNE R. SATTERWHITE** and wife, **MARTHA S. SATTERWHITE**, and **LARRY G. SATTERWHITE** and wife, **SARA JIM SATTERWHITE** (hereinafter referred to as "Satterwhite") to **ENVIROBUILD, INC.** and **SADDLE LAKE FARMS ASSOCIATION, INC., a non-profit corporation**, (hereinafter called "Grantors"), the receipt and sufficiency of which the Grantors hereby acknowledge. The Grantors hereby grant to Satterwhite a permanent easement over, across, and under the hereinafter described real estate to provide pedestrian and vehicular ingress to, and egress from the NE1/4 of the NW1/4 of Section 4 Township 21 south, Range 2 West, Shelby County, Alabama (hereinafter called "Property") for Satterwhite and his heirs, assigns, tenants, invitees, and designees (hereinafter called "Easement"):

A 60' wide easement situated in the NE 1/4 of the NE 1/4 of Section 5 Township 21 South, Range 2 West, Shelby County, Alabama, lying 30' both sides and parallel to the following described centerline:

Commence on the South line of the NE 1/4 of the NE 1/4 at a point located on the centerline of and existing road known as Shetland Trail: thence N00deg 04'11"E a distance of 30.00 feet to the Point of Beginning; thence S87deg 27'34"E, a distance 593.47 feet to the centerline of and existing dirt road; thence N51deg 58'57"E and along side centerline a distance of 245.03 feet; thence N63deg 07'09"E along said centerline a distance 203.03 feet to a point on the East line of said 1/4-1/4 section said point being the Point of Termination.

**"Exhibit A"**, a map drawing of the above described easement is attached hereto and made a part hereof this instrument.

In addition to the other rights hereby granted to Satterwhite, Satterwhite shall have the right, but not the obligation, to (a) construct a road upon all or any portion of the Easement; (b) grade and/or pave, from time to time, all or any portion of the Easement; (c) use, maintain and repair any such road, including the shoulders thereof; (d) install, or have installed, over and/or beneath the surface of the land across which the Easement is located, fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities which are necessary or desirable to provide sewer, gas, electric, water, telephone and any other utility service to the Property; (e) maintain, repair, and replace all such utility fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities. Satterwhite shall have the right, but not the obligation, to dedicate the road to

Shelby County or to such municipality. The Grantors agree to cooperate with Satterwhite with regard to such dedication and to do such things and to take such action as may be necessary to accomplish the dedication of the road.

Satterwhite's failure, for any period or periods of time, to use the Easement or to construct a road upon the Easement or to use any road constructed upon the Easement, shall not terminate, limit or affect any of Satterwhite's rights under this instrument.

The Grantors agree that they shall not, and shall not have the right to, place or install any improvements, structures or other property, real or personal, under, upon or above the Easement which may interfere with the rights of Satterwhite under this instrument.

In order to have necessary access to the above described easement, the Grantors do hereby grant to Satterwhite, a permanent ingress – egress easement within the streets and roadways throughout Saddle Lake Farms, a Condominium, Shelby County, Alabama, which are more readily depicted and described as a common element in the condominium's recorded plats.

To have and to hold the Easement and the rights referred to hereinabove to Satterwhite, his heirs and assigns, forever.


This instrument shall be binding upon the Grantors, their heirs, personal representatives, and assigns and this instrument shall inure to the benefit of Satterwhite, their heirs, assigns, tenant, invitees and designees.

IN WITNESS WHEREOF, Gerd R. Anderson in his capacity as President of EnviroBuild, Inc. and Saddle Lake Farms Association, Inc. does hereby execute this instrument voluntarily on this the 26<sup>th</sup> day of July, 2004.

ENVIROBUILD, INC.

By   
It's President

SADDLE LAKE FARMS ASSOCIATION, INC.  
a non-profit corporation

By   
It's President



## ACKNOWLEDGEMENT

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me, Meir Benchitrit, a Notary Public for said County, in said State, certify that Gerd R. Anderson whose name as President of EnviroBuild, Inc., a Corporation, and as President of Saddle Lake Farms Association, Inc., a 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 office and with full authority, executed the same voluntarily and as the act of the corporation and association.

Given under my official seal, this the 26 day of JULY, 2004.

MEIR WILLIAM BENCHITRIT  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
NOTARY RESIDENCE  
MY COMMISSION EXPIRES  
OCTOBER 14, 2007.  
My Commission Expire \_\_\_\_\_

EXHIBIT "A"

