

STATE OF ALABAMA    )  
COUNTY OF SHELBY    )

This instrument was prepared by:  
Courtney Mason & Associates, P.C.  
1904 Indian Lake Drive, Suite 100  
Birmingham, Alabama 35244

### EASEMENT FOR ACCESS AND UTILITIES

This agreement, made this 5<sup>th</sup> day of October, 2004 by and between Swift Creek Development, L.L.C., and Jeffrey R. Bush and Ronda F. Bush, husband and wife, Thomas Popee and Kelly Popee, husband and wife, Dora Popee, a married woman, (this property does not constitute homestead property as defined by the code of Alabama), and APCO Employees Credit Union, mortgagee for Jeffrey R. Bush and Ronda F. Bush.

Whereas , the undersigned parties are adjoining owners or the owners of property accessed by property described herein and have caused to be constructed a paved road and installed water lines along the property described herein; and

Whereas, they are now determined to formalize their agreements for access and utilities by means of granting to each other an easement for said purposes, for the mutual benefit of all parties to this agreement; and

Whereas, APCO Employees Credit Union is a mortgage lender with a secured indebtedness on the property owned by Jeffrey R. Bush and Ronda F. Bush.

Whereas, Thomas Popee, Dora Popee and Kelly Popee are owners of two parcels serviced by and accessed by the existing road and water lines within the easement created herein and need the benefits and responsibilities of the easement created herein. (Popee deeds are recorded in Book 141, Page 319 and Book 132, Page 418 in the Probate Office in Bibb County, Alabama.)

Now, therefore, in consideration of the sum of one hundred and no/100th (\$100.00) dollars and other good and valuable consideration, the undersigned parties do hereby grant unto each other and reserve unto themselves, their heirs, successors and assigns a permanent easement for access for ingress and egress and all utilities on property more particularly described as follows:

see legal descriptions attached hereto as Exhibit "A" and incorporated herein by reference

To have and to hold the above described rights, privileges, and easements for ingress and egress and utilities along the private road within the easement created herein.

APCO Credit Union's signature is only to evidence its consent to allow the existence of the easement to attach to the land of Jeffrey R. Bush and Ronda F. Bush and for no other purpose. APCO Employees Credit Union shall incur no liability nor cost as a result of allowing Jeffrey R. Bush and Ronda F. Bush to grant and reserve an easement to Swift Creek Development, L.L.C. or its successors and assigns and the parties to this agreement.

Jeffrey R. Bush, Ronda F. Bush, Thomas Popee, Dora Popee and Kelly Popee and Swift Creek Development, L.L.C., agree that they each shall have the right of access and utilities along the easement created herein. Each party shall have the right to assign, transfer or sell the privileges and responsibilities of this easement to heirs, successors and assigns.



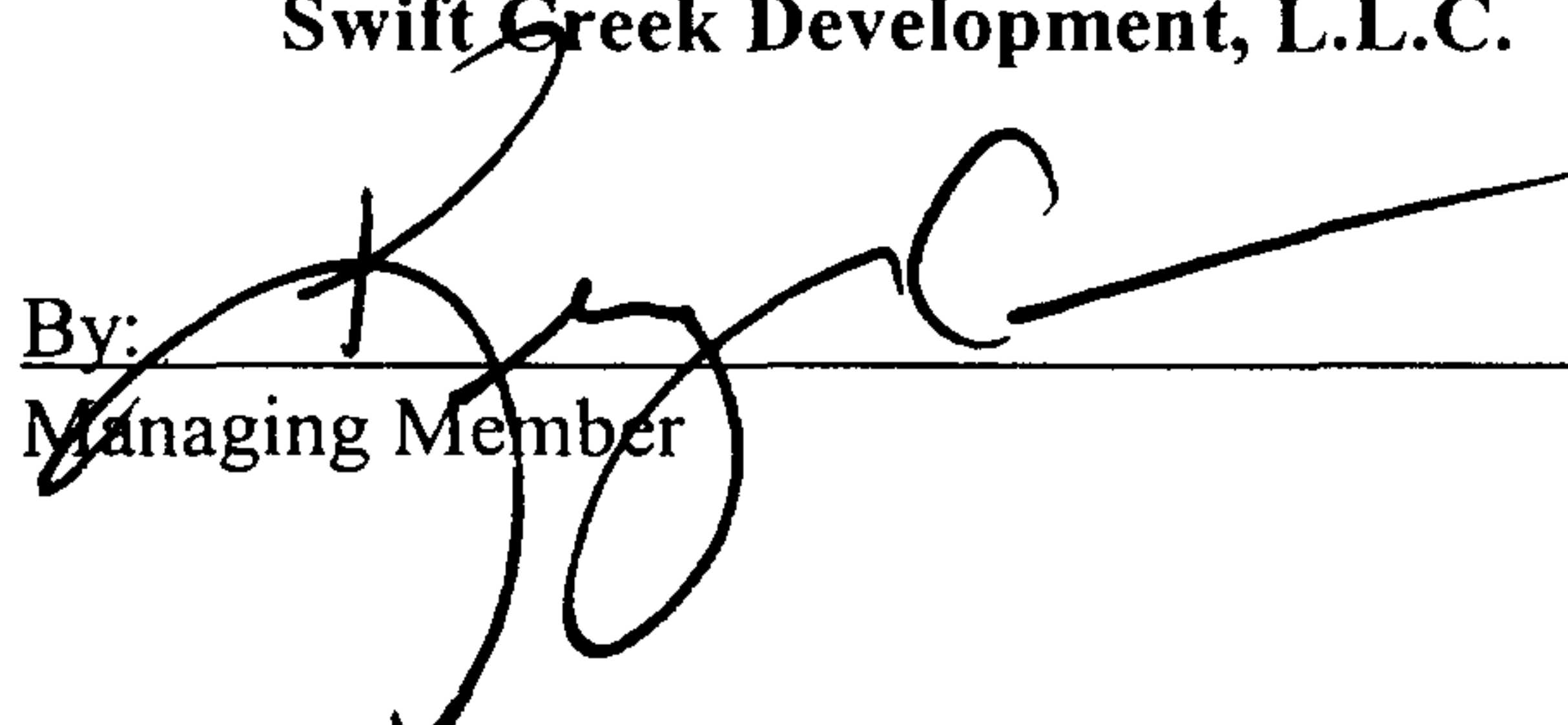
Each party to this agreement (excluding APCO Employees Credit Union) shall be responsible to jointly share in the cost to repair and maintain the paved road within the easement and repair and maintain the waterline. The cost will be divided by the number of parcels each party owns along the roadway. In the event any party were to sell its interest in a parcel along said roadway then that purchaser shall be bound to the terms of this agreement by the purchase of the interest in said property as this agreement shall attach to and run with the land of all the property owners whose names are signed to this agreement. A vote by a majority of the property owners along said road will be sufficient to bind all property owners along the roadway to the cost of repairs.

At present, Jeffrey R. Bush and Ronda F. Bush own one parcel, Thomas Popee and Kelly Popee own one parcel and Thomas Popee and Dora Popee own one parcel and Swift Creek Development, L.L.C. owns three parcels all accessing the road described in the easement. Therefore, the cost of any future repairs and/or maintenance to the road or waterline will be divided by six and all costs will be charged on a pro-rata basis to the owner of parcels along said easement.

Should any property owner fail to pay a sum due for maintenance or repairs as determined by a majority of the six owners (or their heirs, successors or assigns) for 30 days after the receipt of written notice to said property owner then the majority may institute legal action to recover the proportional cost of repairs plus all reasonable attorney's fees and associated expenses from the non-paying party. Notice shall be deemed delivered if mailed US mail to the address of record with the tax assessor of the appropriate county.

In witness whereof, the undersigned parties have set their hands and seals on this 5 day of October, 2004.

Swift Creek Development, L.L.C.

By:   
Managing Member

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Swift Creek Development, L.L.C., whose name 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, executed the same voluntarily on the day the same bears date.

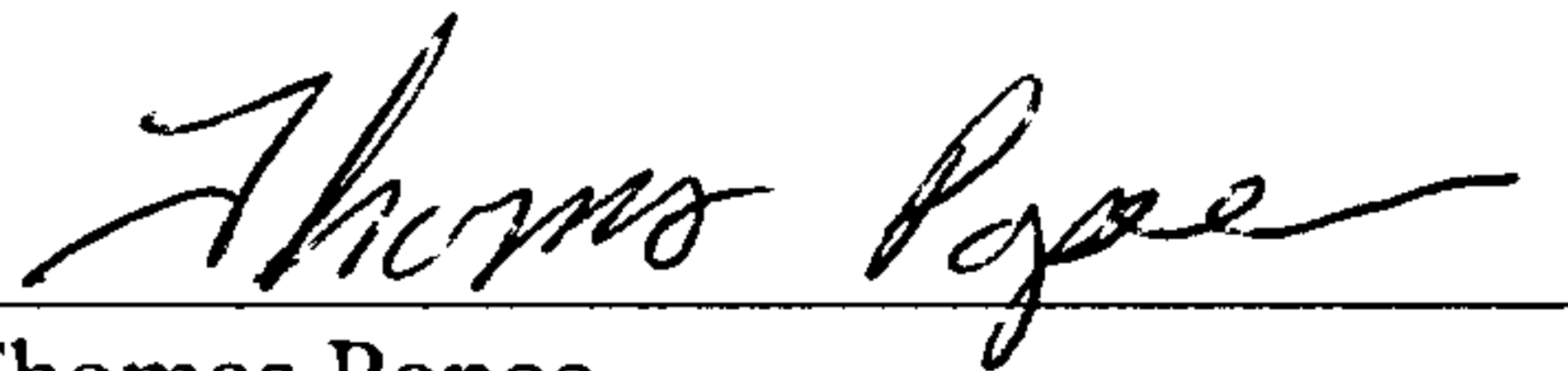
GIVEN UNDER MY HAND THIS 5<sup>th</sup> DAY OF OCTOBER, 2004.

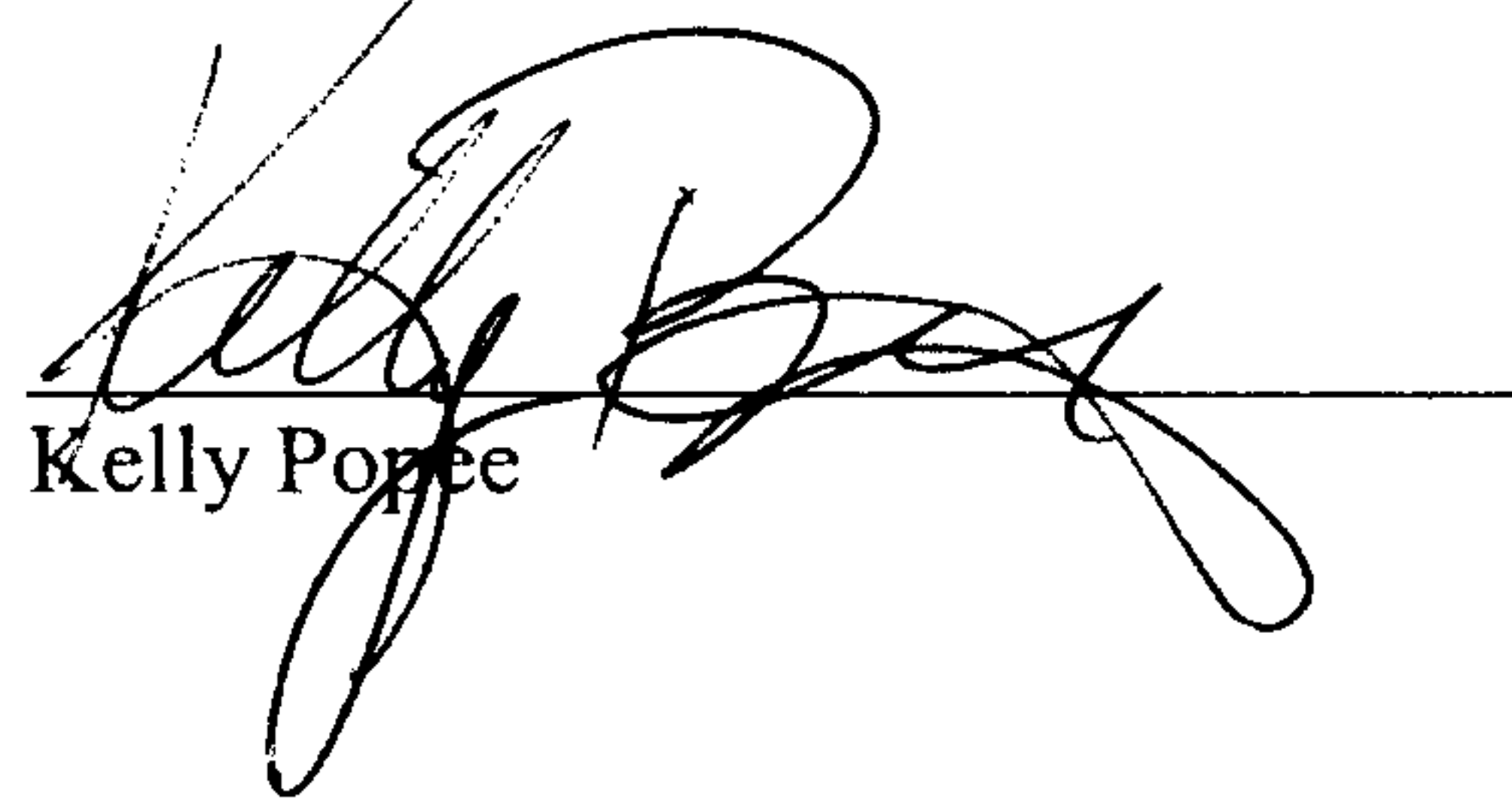
My commission expires: 9/15/2007

  
Notary Public



In witness whereof, the undersigned parties have set their hands and seals on this 5<sup>th</sup> day of October, 2004.

  
Thomas Popee

  
Kelly Popee

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas Popee and Kelly Popee, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND THIS 5<sup>th</sup> DAY OF OCTOBER, 2004.

My commission expires: 9/15/2007   
Notary Public



In witness whereof, the undersigned parties have set their hands and seals on this 5<sup>th</sup> day of October, 2004.

Dora Popee  
Dora Popee

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dora Popee, a married woman, whose name 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, she executed the same voluntarily on the day the same bears date.

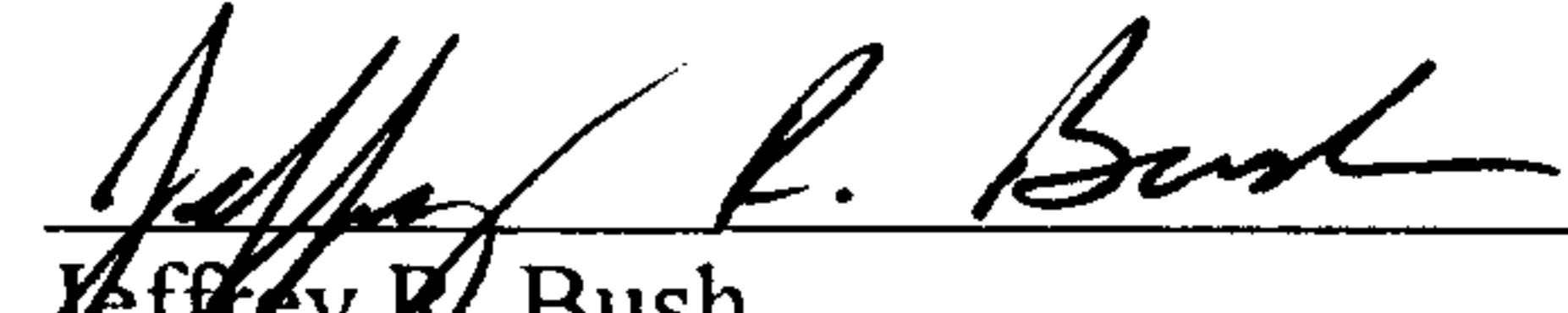
GIVEN UNDER MY HAND THIS 5<sup>th</sup> DAY OF OCTOBER, 2004.

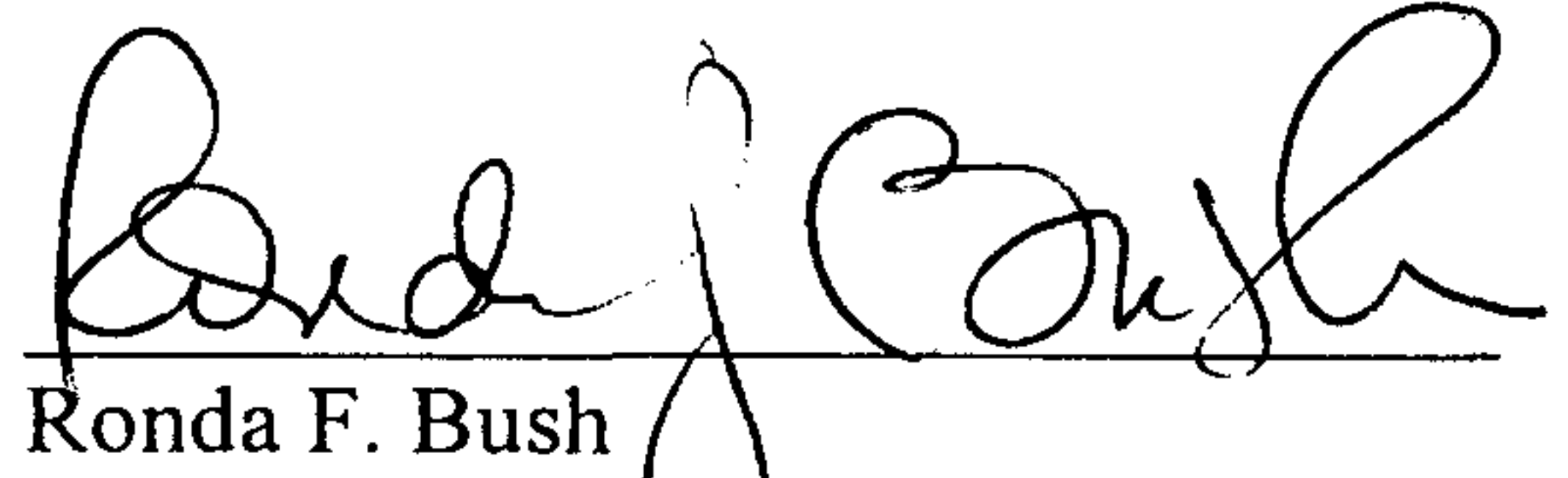
My commission expires: 9/15/2007

Jonya Denney  
Notary Public



In witness whereof, the undersigned parties have set their hands and seals on this 5<sup>th</sup> day of October, 2004.

  
Jeffrey R. Bush

  
Ronda F. Bush

State of Alabama)

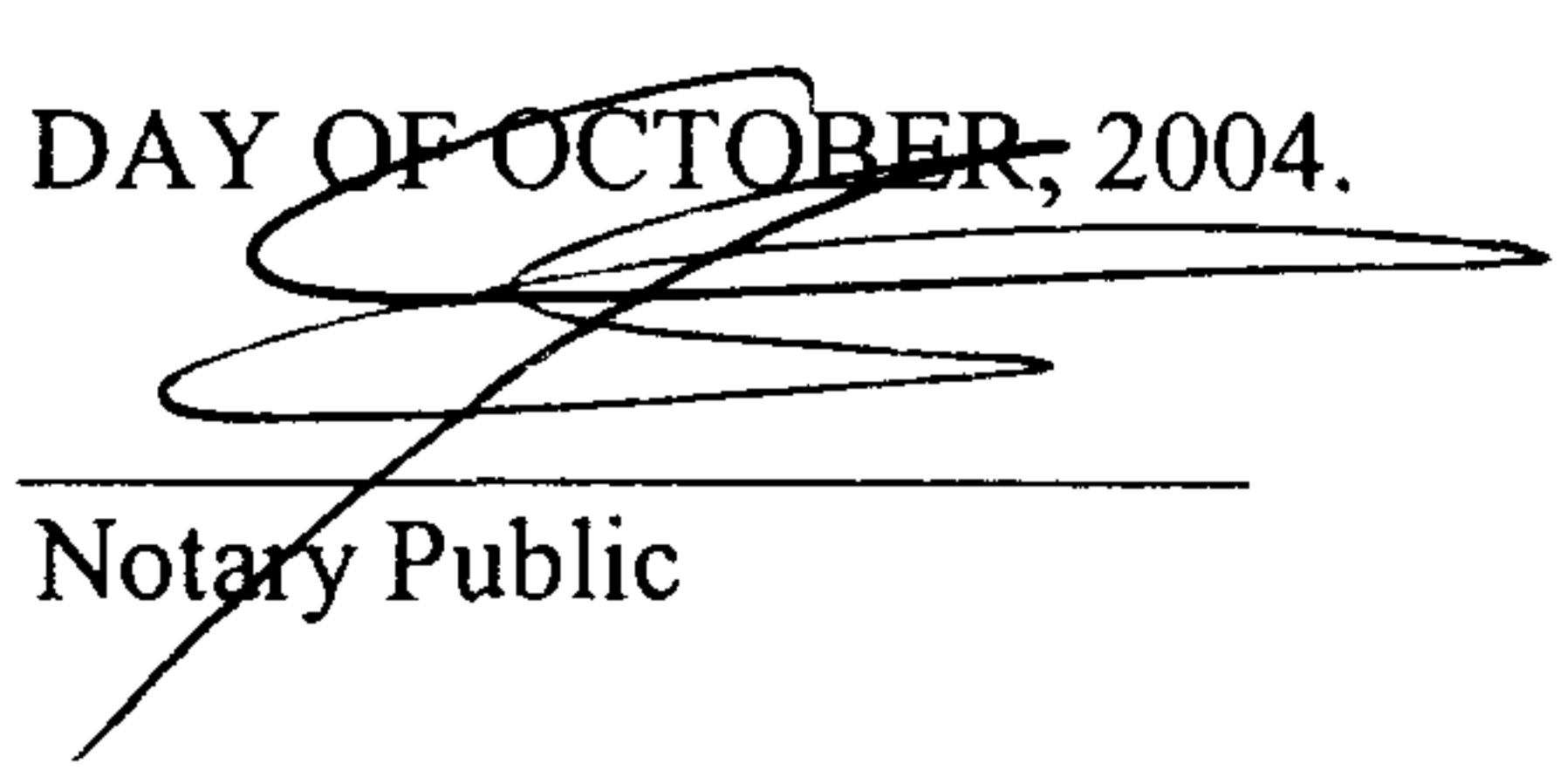
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeffrey R. Bush and Ronda F. Bush, husband and wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND THIS 5<sup>th</sup> DAY OF OCTOBER, 2004.

My commission expires:

3/5/07

  
Notary Public

COURTNEY H. MASON, JR.  
COMMISSION EXPIRES MARCH 5, 2007



In witness whereof, the undersigned parties have set their hands and seals on this 19 day of October, 2004.

**APCO Employees Credit Union**

By: Larry D. Morgan  
Its President

State of Alabama)  
County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LARRY D. MORGAN, whose name as PRESIDENT of the APCO Employees Credit Union, a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 19 DAY OF OCTOBER, 2004.

My Commission Expires: 2/26/07

V. Merrill Mann, Jr.  
Notary Public



Exhibit "A"

Owner: Swift Creek Development, L.L.C.

LEGAL FOR EASEMENT TO LOT 10-3 OF RESUBDIVISION OF LOT 10  
WHISPERING PINES FARMS, AS RECORDED IN MAP BOOK 32, PAGE 28, IN  
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

A 20' EASEMENT FOR INGRESS/EGRESS AND UTILITIES RUNNING 10' EACH  
SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

Commence at the SE Corner of lot 10-9B as shown in the above described Map Book  
and Page; thence N78°45'47"E, a distance of 10.00' to the POINT OF BEGINNING OF  
SAID CENTERLINE; thence N10°37'23"W, a distance of 623.36'; thence N04°52'45"W,  
a distance of 513.01' to a point, said point being the beginning of a curve to the left,  
having a radius of 70.00', a central angle of 87°52'11", and subtended by a chord which  
bears N48°36'42"W, and a chord distance of 97.14'; thence along the arc of said curve, a  
distance of 107.35'; thence S88°03'58"W, a distance of 308.98' to the POINT OF  
ENDING OF SAID CENTERLINE.

Owner: Swift Creek Deveopment, L.L.C.

LEGAL FOR EASEMENT TO LOT 10-2 OF RESUBDIVISION OF LOT 10  
WHISPERING PINES FARMS, AS RECORDED IN MAP BOOK 32, PAGE 28, IN  
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

A 20' EASEMENT FOR INGRESS/EGRESS AND UTILITIES RUNNING 10' EACH  
SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

Commence at the SE Corner of lot 10-9B as shown in the above described Map Book  
and Page; thence N78°45'47"E, a distance of 30.00' to the POINT OF BEGINNING OF  
SAID CENTERLINE; thence N10°37'23"W, a distance of 622.14'; thence N04°52'45"W,  
a distance of 512.02' to a point, said point being the beginning of a curve to the left,  
having a radius of 90.00', a central angle of 87°05'22", and subtended by a chord which  
bears N48°25'26"W, and a chord distance of 124.01'; thence along the arc of said curve,  
a distance of 136.80'; thence S88°03'58"W, a distance of 468.65' to a point, said point  
being the beginning of a curve to the right, having a radius of 110.00', a central angle of  
46°57'37", and subtended by a chord which bears N69°00'42"W, and a chord distance of  
87.65'; thence along the arc of said curve, a distance of 90.16' to a point of reverse curve,  
having a radius of 90.00', a central angle of 53°50'50", and subtended by a chord which  
bears N62°32'10"W, and a chord distance of 81.50'; thence along the arc of said curve, a  
distance of 84.58'; thence N89°27'35"W, a distance of 475.94' to the POINT OF  
ENDING OF SAID CENTERLINE.

Owner: Jeffrey R. Bush & Ronda F. Bush

LEGAL FOR EASEMENT TO LOT 10-1 OF RESUBDIVISION OF LOT 10  
WHISPERING PINES FARMS, AS RECORDED IN MAP BOOK 32, PAGE 28, IN  
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

A 20' EASEMENT FOR INGRESS/EGRESS AND UTILITIES RUNNING 10' EACH  
SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE:

Commence at the SE Corner of lot 10-9B as shown in the above described Map Book  
and Page; thence N78°45'47"E, a distance of 50.00' to the POINT OF BEGINNING OF  
SAID CENTERLINE; thence N10°37'23"W, a distance of 620.92'; thence N04°52'45"W,  
a distance of 511.02' to a point, said point being the beginning of a curve to the left,  
having a radius of 110.00', a central angle of 87°05'13", and subtended by a chord which  
bears N48°25'22"W, and a chord distance of 151.56'; thence along the arc of said curve,  
a distance of 167.20'; thence S88°03'58"W, a distance of 468.68' to a point, said point  
being the beginning of a curve to the right, having a radius of 90.00', a central angle of  
46°04'15", and subtended by a chord which bears N69°33'41"W, and a chord distance of  
70.43'; thence along the arc of said curve, a distance of 72.37' to a point of reverse curve,  
having a radius of 110.00', a central angle of 52°51'10", and subtended by a chord which



bears N63°02'00"W, and a chord distance of 97.91'; thence along the arc of said curve, a distance of 101.47'; thence N89°27'35"W, a distance of 1182.85' to the POINT OF ENDING OF SAID CENTERLINE.