

STATE OF ALABAMA)
)
SHELBY COUNTY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 6th day January, 2005 by and between **KOO, LLC**, an Alabama limited liability company, ("Grantor") and **REXIE A. LIGHTSEY**, an Alabama resident ("Grantee").

RECITALS:

WHEREAS, Grantee is the owner of Lot 25, according to the Final Record Plat of Narrows Point, Sector 3, as recorded in Map Book 28, Page 120 in the Probate Office of Shelby County, Alabama ("Grantee's Property"); and

WHEREAS, Grantor is the owner of the acreage adjacent to and adjoining the northerly boundary of Grantee's Property (the "Grantor's Property"); and

WHEREAS, under the terms and provisions hereof, Grantor desires to grant and convey unto Grantee a permanent, perpetual and exclusive easement (the "Easement") over, across, through, under and upon a portion of Grantor's Property as described herein below.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant, declare and agree as follows:

1. **Description of Easement Property.** The Easement granted hereby from Grantor to Grantee pertains to a portion of Grantor's Property upon which Grantee's fence encroaches which is shown as the triangular hatched area on Exhibit "A" attached hereto and made a part hereof (the "Easement Property"), being more particularly described as follows, to wit:

From an existing iron rebar being the most northerly corner of said Lot 25, run in a southeasterly direction along the northeast line of said Lot 25 for a distance of 5.0 feet, more or less, to a point of intersection with an existing fence being the point of beginning; thence continue in a southeasterly direction along the northeast line of said Lot 25 for a distance of 25 feet, more or less, to a point of intersection with an existing fence; thence turn an angle to the left and run in a northwesterly direction along the center of an existing fence for a distance of 27 feet, more or less to a corner of said fence; thence turn an angle to the left and run in a southwesterly direction along the existing fence for a distance of 12 feet, more or less, to the point of beginning.

2. **Grant of Easement.** Subject to the terms and provisions of The Narrows Residential Declaration of Covenants, Conditions and Restrictions recorded as Instrument # 2000-9755 in the Probate Office of Shelby County, Alabama and all amendments thereto (the "Declaration"), Grantor does hereby grant, bargain, sell and convey unto Grantee, her successors and assigns, forever, a permanent, perpetual and exclusive easement over, upon, under, across and through the Easement Property. The Easement Property is for Grantee's exclusive use and enjoyment and for the purpose of landscaping, maintaining, and fencing. Neither Grantor nor its successors and assigns shall have any liability or obligation to maintain or landscape the Easement Property or any improvements thereto.

3. **Nature of Easement.** The Easement granted hereby is for the exclusive use of Grantee and her successors and assigns; shall benefit and serve Grantee and Grantee's Property; shall be and are covenants running with Grantor's Property and Grantee's Property and may not be severed from the ownership of Grantor's Property or Grantee's Property. Any conveyance or transfer of any kind of the fee title to Grantor's Property or Grantee's Property, whether voluntary, involuntary or by operation of law, shall be deemed subject to the Easement described herein.

4. **Hold Harmless.** Grantee, for herself and her successors and assigns, covenants and agrees to defend and hold Grantor harmless from any and all liabilities, costs, damages or claims arising out of or resulting from the Easement granted hereby. Grantee, for herself and her successors and assigns, acknowledges and agrees that (i) Grantor shall have no responsibility, obligation or liability for the maintenance or repair of the Easement Property or any improvements constructed and installed by Grantee within the Easement Property; (ii) that Grantee shall be solely responsible and liable for the maintenance and condition thereof; and (iii) that Grantee shall maintain the Easement Property in a good and safe condition and in accordance with and subject to all terms and provisions of the Declaration; particularly Grantee shall assume the maintenance obligations for the Easement Property as described in Section 7.1 of the Declaration.

5. **Miscellaneous Provisions** (a) This Easement Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only by the written consent of Grantor and Grantee.

(b) The paragraph headings and captions used herein are for convenience only and shall in no way define, limit or describe the scope or intent of this Easement Agreement or in any way effect the terms and provisions hereof.

(c) This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Easement Agreement shall be construed under the laws of the State of Alabama.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals
this 6th day of January, 2005.

GRANTOR:

KOO, LLC

By: Carter S. Kennedy
Carter S. Kennedy
Its Manager

GRANTEE:

REXIE A. LIGHTSEY
REXIE A. LIGHTSEY
205 Narrows Point Lane
Birmingham, Alabama 35242

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carter S. Kennedy, whose name as Manager of **KOO, 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal, this 6th day of January, 2005.

(SEAL)

Jana M. Bauman
Notary Public
My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
POWERED THROUGH NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Rexie A. Lightsey**, 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 such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 2ND day of January, 2005.




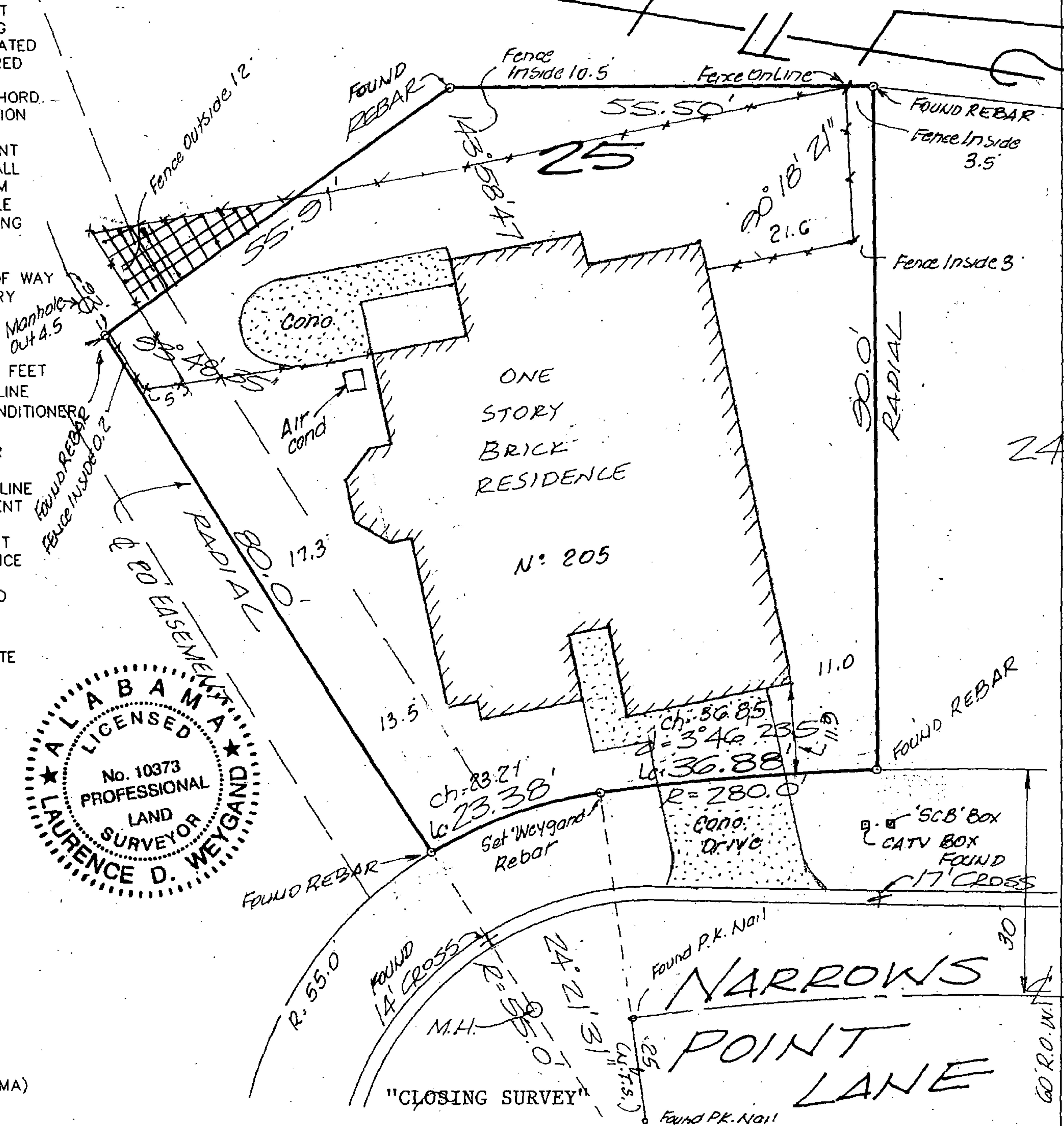
Notary Public

My commission expires 5/25/05

(SEAL)

SCALE: 1" = 20'

LEGEND

A circular professional seal for a land surveyor in Alabama. The outer ring contains the text "ALABAMA" at the top and "LAURENCE D. WEYGAND" at the bottom, separated by two stars. The inner circle contains the text "LICENSED" at the top and "PROFESSIONAL LAND SURVEYOR" at the bottom, also separated by two stars. In the center of the seal is the number "No. 10373".

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Ray Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 25, Block — FINAL RECORD PLAT OF NARROWS POINT—PHASE 3, as recorded in Map Volume 28, Page 180, in the Office of the Judge of Probate, Shelby County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; that there are no encroachments on said lot except as shown and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of DEC. 29, 2004.
Survey invalid if not sealed in red.

Laurence D. Weygand, Reg. P.E.-L.S. #10373
Ray Weygand, Reg. L.S. #24973
169 Oxmoor Road, Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087

Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map.