

STATE OF ALABAMA
COUNTY OF SHELBY

AGREEMENT TO CONVEY ACCESS & UTILITIES EASEMENT

Agreement made this 2nd day of November, 2005, by and between Imogene Falletta, a widow; Jack H. Falletta and wife, Patricia A. Falletta; and Timothy V. Washburn and wife, Kelly Washburn, hereafter referred to as Fallettas, and Frances Elayne Lokey Gibson and Charles W. Gibson, hereafter referred to as Gibsons.

In consideration of the mutual covenants and promises contained herein, including the conveyance of certain real property by Gibsons to certain of the Fallettas, the parties hereto agree as follows:

1. Fallettas agree to grant and convey to Gibsons an access and utilities easement, subject to certain conditions and restrictions recited herein, over and across their lands in Shelby County, Alabama, said access and utilities easement being described as follows, subject to approval by appropriate authorities and engineers, which may require minor changes to the easement description:

A 20 foot easement for ingress, egress and utilities situated in the Southwest quarter of the Southeast quarter of Section 14 and the Northwest quarter of the Northeast quarter of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama, lying 10 feet each side of a line, being more particularly described as follows:

Commence at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 14; thence run West along the South line of said quarter-quarter section for a distance of 65.90 feet to a point; thence turn an angle to the right of 55 deg. 54 min. 24 sec. and run in a Northwesterly direction for a distance of 179.73 feet to the point of beginning; thence turn an angle to the right of 180 deg. 00 min. 00 sec. and run in a Southeasterly direction for a distance of 197.59 feet to the 397 foot contour of Lay Lake and the end of said easement.

2. The access and utilities easement to be conveyed shall be subject to the following conditions and restrictions:

- A. Easement for ingress and egress and utilities only, to the real property owned by Gibsons on an island in Lay Lake, located in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 23, Township 21 South, Range 1 East, Shelby County, Alabama.
- B. Easement not to be conveyed as or dedicated as a public road, street, or way without written consent of Fallettas or their successors in title.
- C. No boat launch, pier, boathouse, shed, or similar facility or structure may be constructed or placed on the easement.
- D. No hog wire, barbed wire, or similar fencing may be erected or placed on the easement.
- E. The easement must be maintained in keeping with the streets and common areas of the residential subdivision through which it passes, must be paved prior to its use (as long as driveways in the subdivision are required to be paved), but cannot be paved or otherwise used until Gibsons construct permanent access over the water from the end of the easement to their land on the island.
- F. Paving, utilities installation, and any accessories (gates, columns, signs, fences, etc.) must have prior written approval of the architectural review board of the subdivision through which the easement passes.



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3. As consideration for the easement, Gibsons agree to convey by quitclaim deed any right, title, or interest they may have in or to the SE ¼ of the SE ¼, Section 14, Township 21 South, Range 1 East, Shelby County, Alabama, which lies West of the 397 foot contour of Lay Lake. Such conveyance is to be made to Imogene W. Falletta; and Jack H. Falletta and wife, Patricia A. Falletta, and is to be executed and delivered upon execution of this Agreement. Gibsons acknowledge that such conveyance is necessary to clear title for the Fallettas to enable them to obtain approval of a subdivision on their real property, and Fallettas may proceed to record the quitclaim deed immediately upon its delivery to them. This Agreement shall be recorded simultaneously with the quitclaim deed.

4. Fallettas agree, upon delivery of the quitclaim deed as described in paragraph 3 above, to proceed with reasonable diligence to apply for approval of the subdivision of their real property over which the easement is to cross. The easement is to be shown on the subdivision map to be recorded upon approval by the appropriate authorities. Following approval of the subdivision and installation of the streets and cul-de-sac as shown on the attached diagram (subject to approval by appropriate authorities), the Fallettas shall execute and deliver to Gibsons a written document in the form of a warranty deed conveying the easement described herein.

5. Gibsons may contract with Fallettas' paving and utilities contractors at any stage during the construction process to add on, at Gibsons' expense, the paving and/or utilities installation on the easement.

6. If for any reason the subdivision contemplated by this Agreement is not approved, or the streets in said subdivision are not installed, then Fallettas shall convey to Gibsons a similar easement (without the restrictions applicable to the subdivision) extending across Fallettas real property to State Highway 145.

7. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, and assigns.

8. This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation, oral or written, preceding the date of this Agreement shall not be binding on any party.

This the 2nd day of November, 2005.

Imogene Falletta
Imogene Falletta

Jack H. Falletta
Jack H. Falletta

Patricia A. Falletta
Patricia A. Falletta

Timothy V. Washburn
Timothy V. Washburn

Kelly Washburn
Kelly Washburn

Frances Elayne Lokey Gibson
Frances Elayne Lokey Gibson

Charles W. Gibson
Charles W. Gibson



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SCALE: 1" = 50'

23

24

SECTION 23
SECTION 14

P.O.B.

197.58'

179.73'

CL 15' INGRESS & EGRESS ESMT

25

LAKE

65.80'

SOUTHEAST CORNER
SW 1/4 - SE 1/4
SECTION 23, TOWNSHIP 21 SOUTH,
RANGE 1 EAST
SHELBY COUNTY, ALABAMA

26

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
THIS IS NOT A SURVEY

PREPARED BY:
SURVEYING SOLUTIONS, INC.