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Shelby Cnty Judge of Probate, AL
03/30/2006 03:58:29PM FILED/CERT

STATE OF ALABAMA)
:
COUNTY OF SHELBY)

Shelby County, AL 03/30/2006
State of Alabama

Deed Tax: \$.50

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 15th day of December, 2005 by GLEN L. BRAWLEY and wife, EUGENIA M. BRAWLEY (the "BRAWLEYS"), and ROBERT F. STANFORD and wife, FRANCES S. STANFORD (the "STANFORDS"), in favor of D. WADE JOINER and wife, CARLA JOINER (the "JOINERS").

RECITALS:

The BRAWLEYS and the STANFORDS are the fee owners of that certain real property (the "Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The BRAWLEYS and the STANFORDS (collectively, the "Grantors") desire to grant to the JOINERS, a permanent, exclusive easement over and upon the Easement Property for the purposes hereinafter set forth, which said easement which shall serve only the JOINER's property which is more particularly described in Exhibit B.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easement by Grantors**

(a) Subject to the terms and provisions of Paragraph 1(b) below, Grantors do hereby grant to the JOINERS, their heirs, successors and assigns, along with their employees, agents, contractors and invitees, a permanent, perpetual and exclusive easement over, across, through, under and upon the Easement Property for the purpose of constructing, installing, inspecting, operating, repairing, maintaining and replacing a water line, pipe, conduit and other appurtenances (collectively, the "Water Line").

(b) Notwithstanding anything provided herein to the contrary, the easements granted to the JOINERS pursuant to Paragraph 1(a) above are subject to and limited as follows:

(i) The Water Line to be constructed, installed, operated, repaired or replaced by the JOINERS on or upon the Easement Property shall be constructed and maintained below ground; the size of the water line shall not exceed 2 inches in diameter; the water line shall be buried at a depth of at least eighteen (18) inches; the water line must be buried deep enough so that two (2) driveways can be laid over it to access Lots 5B and 5D, Final Survey of Saddle Creek Farms, a Private Subdivision, as recorded in Map Book 14, Page 5, in the Office of the Judge of Probate Shelby County, Alabama; The water line located

CLAYTON T. SWEENEY, ATTORNEY AT LAW

under the driveway area shall placed inside a sleeve or pipe for easier access for any needed repairs; The installation, maintenance and repairs of the water line shall not interfere with the location of any large or old trees; The water line shall be maintained solely by the JOINERS, their heirs, successors and assigns;

(ii) The Joiners covenant and agree to repair and replace with substantially equivalent material any and all landscaping, plant life, driveway(s) and other improvements of any nature which may be damaged or destroyed by the JOINERS in the exercise of the utility rights granted pursuant to Paragraph 1(a) above; provided, however, that the JOINERS shall not be required to repair or replace any exotic, elaborate or unduly expensive landscaping materials or plants placed over or within the easement after the water line is installed; the Grantors shall in no way be restricted in the use of the surface of the easement property.

(iii) The JOINERS shall not, unless an emergency situation exists, exercise the easement rights granted pursuant to Paragraph 1(a) above without the prior written consent of both Grantors, which consent shall not be unreasonably withheld or delayed;

(iv) The easements granted pursuant to Paragraph 1(a) above shall at all times be exercised by the JOINERS in common with all other persons or entities who have any rights and interests in the Easement Property; and

(v) Anything to the contrary notwithstanding, nothing construed herein shall be construed to be an acceptance by the Joiners of, or the acceptance of any maintenance responsibility by the Joiners for, any existing water lines, sanitary sewer lines, underground power lines, gas lines or other utilities, if any, which are located within the Easement Property as of the date of this Agreement.

2. **Amendments.** This Agreement may be amended and modified only by a written instrument duly executed by Grantors and the Joiners.

3. **Miscellaneous.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantors and the Joiners and their respective, heirs, successors and assigns, forever. The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

4. **Termination.** If any part of this agreement is breached or violated by the JOINERS or their heirs, successors or assigns, this easement may be terminated by the

Grantors herein, and in the event of termination the water line shall be removed by the JOINERS, their heirs, successors or assigns, at their expense.

5. **Notices.** Any and all notices required or permitted to be given hereunder shall be in writing and shall be served on the parties at the following addresses:

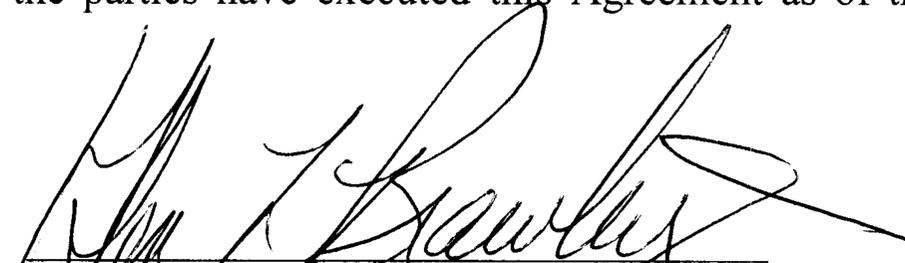
If to BRAWLEYS: Glen L. Brawley and
Eugenia M. Brawley
2711 Saddle Creek Trail
Birmingham, Alabama 35242

If to STANFORDS: Robert F. Stanford
Frances S. Stanford
2715 Saddle Creek trail
Birmingham, Alabama 35242

If to JOINERS: D. Wade Joiner and Carla Joiner
2765 Saddle Creek Trail
Birmingham, AL 35242

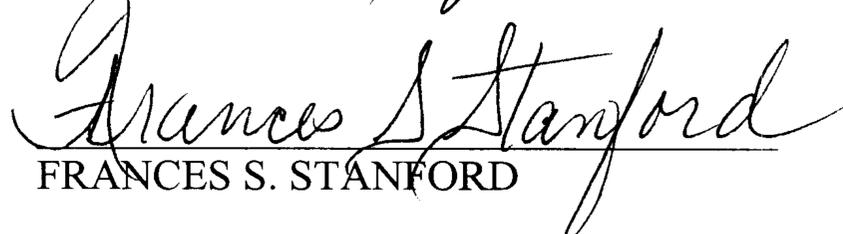
Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States Mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above or (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


GLEN L. BRAWLEY


EUGENIA M. BAWLEY


ROBERT F. STANFORD


FRANCES S. STANFORD

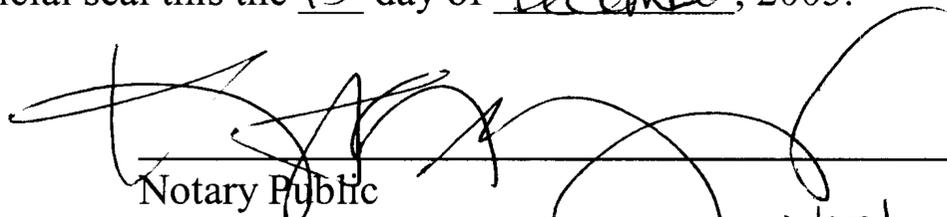


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STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that GLEN L. BRAWLEY 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 said instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of December, 2005.



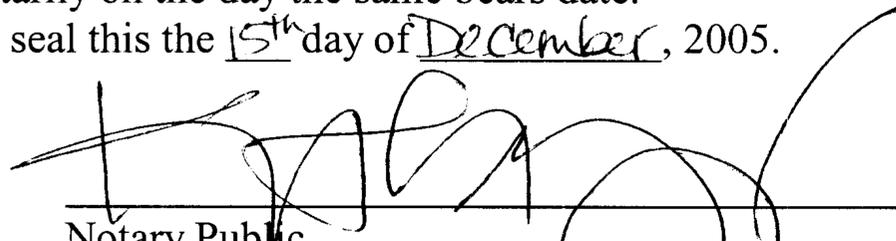
Notary Public
My Commission Expires: 4/5/09

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that EUGNIA M. BRAWLEY 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 said instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of December, 2005.



Notary Public
My Commission Expires: 4/5/09

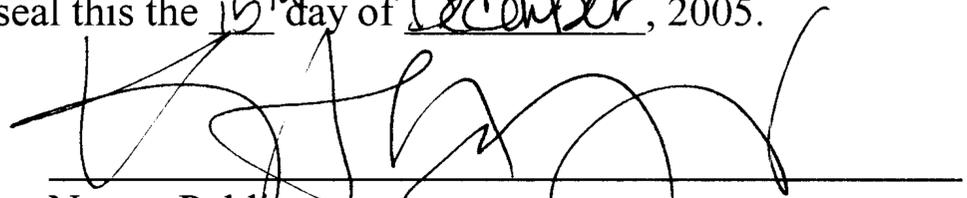
[NOTARIAL SEAL]

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STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that ROBERT F. STANFORD 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 said instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of December, 2005.



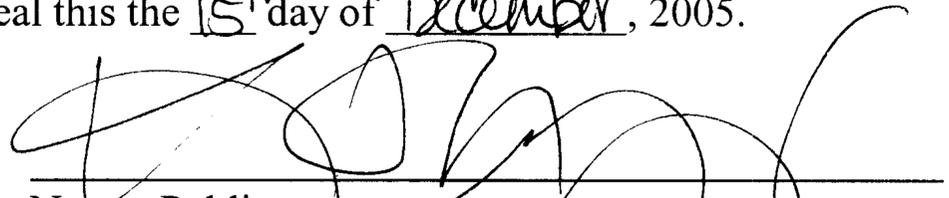
Notary Public
My Commission Expires: 4/5/09

[NOTARIAL SEAL]

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that FRANCES S. STANFORD 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 said instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of December, 2005.



Notary Public
My Commission Expires: 4/5/09

[NOTARIAL SEAL]

This instrument prepared by and upon recording should be returned to:
Clayton T. Sweeney, Esq.
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, Alabama 35223
(205) 871-8855

EXHIBIT A


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Legal Description of Easement Property

A 30 foot utility easement for a water line situated in Lots 5A, 5B and 5D of Final Survey of Saddle Creek Farms a Private Subdivision, as recorded in Map Book 14, on Page 5, in the Office of the Judge of Probate, Shelby County, Alabama, also being situated in Section 22, Township 18 South, Range 1 West, being more particularly described as follows:

Commence at an iron pin found locally accepted to be the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 22, said iron pin found also being the Southwest corner of Lot 5C in said Private Subdivision; thence run North 01 degrees, 59 minutes, 30 seconds West along the West line of said Lot 5C for a distance of 498.97 feet to an iron pin found at the Northwest corner of said Lot 5C; thence run North 87 degrees, 24 minutes, 05 seconds East along the North line of said Lot 5C for a distance of 141.44 feet to an iron pin found on a curve to the left, having a central angle of 12 degrees, 00 minutes, 20 seconds, a radius of 499.87 feet and a chord bearing of North 81 degrees, 23 minutes, 55 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along the North line of said Lot 5C for a distance of 104.74 feet to an iron pin found; thence run North 75 degrees, 23 minutes, 45 seconds East and also along the North line of said Lot 5C for a distance of 126.50 feet to a point on a curve to the right, having a central angle of 11 degrees, 52 minutes, 15 seconds, a radius of 303.00 feet and a chord bearing of North 81 degrees, 19 minutes, 51 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along the North line of said Lot 5C for a distance of 62.78 feet to an iron pin found; thence run North 87 degrees, 22 minutes, 19 seconds East and also along the North line of said Lot 5C for a distance of 233.42 feet to the point of beginning; thence run North 01 degrees, 59 minutes, 30 seconds West for a distance of 100.10 feet to a point on the South line of said Lot 5A; thence run North 87 degrees, 22 minutes, 19 seconds East along the South line of said Lot 5A for a distance of 10.00 feet to a point; thence run North 01 degrees, 59 minutes, 33 seconds West 5 feet from and parallel to the East line of said Lot 5A for a distance of 150.11 feet to a point; thence run South 88 degrees, 00 minutes, 30 seconds West for a distance of 10.00 feet to a point; thence run North 01 degrees, 59 minutes, 30 seconds West 15 feet from and parallel to said East line for a distance of 100.00 feet to a point; thence run North 09 degrees, 19 minutes, 06 seconds East for a distance of 76.49 feet to a point on the East line of said Lot 5A; thence run North 01 degrees, 59 minutes, 30 seconds West along said East line for a distance of 125.00 feet to a point; thence run North 28 degrees, 33 minutes, 24 seconds West for a distance of 55.90 feet to a point; thence run North 01 degrees, 59 minutes, 30 seconds West 25 feet from and parallel to said East line for a distance of 115.00 feet to a point; thence run North 16 degrees, 41 minutes, 18 seconds East for a distance of 78.06 feet to an iron pin found at the Northeast corner of said Lot 5A and also being the Northwest corner of said Lot 5B; thence run North 87 degrees, 27 minutes, 45 seconds East along the North line of said Lot 5B for a distance of 32.03 feet to a point; thence run South 16 degrees, 41 minutes, 18 seconds West for a distance of 84.39 feet to a point; thence run South 01 degrees, 59 minutes, 30 seconds East 5 feet from and parallel to the West line of said Lot 5B for a distance of 102.22 feet to a point; thence run South 28 degrees, 33 minutes, 24 seconds East for a distance of 55.90 feet to a point; thence run South 01 degrees, 59 minutes, 30 seconds East 30 feet from and parallel to said West line for a distance of 135.03 feet to a point; thence run South 09 degrees, 19 minutes, 06 seconds West for a distance of 76.49 feet to a point; thence run South 01 degrees, 59 minutes, 30 seconds East 15 feet from and parallel to said West line for a distance of 97.03 feet to a point; thence run North 88 degrees, 00 minutes, 30 seconds East for a distance of 10.00 feet to a point; thence run South 01 degrees, 59 minutes, 30 seconds East 25 feet from and parallel to said West line for distance of 149.78 feet to a point; thence run South 87 degrees, 22 minutes, 19 seconds West for a distance of 10.00 feet to a point; thence run South 01 degrees, 59 minutes, 30 seconds East for a distance of 100.10 feet on the North line of said Lot 5C; thence run South 87 degrees, 22 minutes, 19 seconds West along said North line for a distance of 30.00 feet to the point of beginning.



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EXHIBIT B

Legal Description of JOINER Property

Lot 5C, according to the Final Survey of Saddle Creek Farms, a Private Subdivision, as recorded in Map Book 14, Page 5, in the Office of the Judge of Probate of Shelby County, Alabama.