

**DRAINAGE EASEMENT**

STATE OF ALABAMA )

COUNTY OF SHELBY )

*Value \$500.00*

**THIS INSTRUMENT PREPARED BY:** W.  
Eric Pitts, W. Eric Pitts, L.L.C. 1240 1st  
Street North, Suite 209, Alabaster, AL 35007.  
No title opinion requested, none rendered.

**THIS DRAINAGE EASEMENT** is made and entered into as of this the 31 day of October, 2006 by **Dichiara Realty LLC**, an Alabama limited liability company having its principal place of business at 8270 Helena Road, Pelham, Alabama 35124 (hereinafter "**GRANTOR**"), to and for the benefit of **Foresight Development LLC**, an Alabama limited liability company having its principal place of business at 3477 Indian Lake Way, Pelham, AL 35124 (hereinafter "**GRANTEE**"),

**WITNESSETH:**

**WHEREAS**, **GRANTOR** is the owner of that certain parcel of land set forth on **Exhibit A** attached hereto and incorporated herein by reference as if fully set forth ("**GRANTOR's Property**")

**WHEREAS**, **GRANTEE** is the owner of that ceratin parcel of land set forth on **Exhibit B** attached hereto and incorporated herein by reference as if fully set forth ("**GRANTEE's Property**"), which said property adjoins the east side of **GRANTOR's** property;

**WHEREAS**, **GRANTOR** has agreed to grant to and for the benefit of **GRANTEE** a nonexclusive, irrevocable and perpetual easement over, under and across certain portions of **GRANTOR's Property** as more particularly described in **Exhibit C** hereto (the "Easement Area"), for the purposes of using, installing, maintaining, repairing and replacing a drainage pipe and appurtenant drainage facilities;

**NOW, THEREFORE**, in consideration of the premises recited above and the sum of Ten and no/100 U.S. Dollars (\$10.00) in hand paid by **GRANTEE** to **GRANTOR**, the receipt and sufficiency of which is hereby acknowledged, **GRANTOR** hereby agrees as follows:

1. **Drainage Easement.** **GRANTOR** does hereby grant, bargain, sell and convey unto **GRANTEE**, its successor and assigns, a perpetual and non-exclusive easement under, over, across and through the Easement Area for the purpose of constructing, installing and maintaining by **GRANTEE** of a drainage pipe and appurtenant drainage facilities incidental thereto which, in **GRANTEE's** judgment are necessary for the purpose of permitting the free and unobstructed drainage and flow of storm waters and surface waters collecting or accumulating on or generated from **GRANTEE's Property**.

2. **Construction & Maintenance.** **GRANTEE**, its successors, assigns, employees, contractors, subcontractors, lessees, licensees and agents shall have the right, power and authority to enter upon and use the Easement Area and such other portions of the **GRANTOR's Property** as may be reasonably necessary for the construction, reconstruction, operation and/or maintenance of a drainage pipe and appurtenant drainage facilities consistent with the easement provided herein.



3. **Binding Effect.** This Easement shall be perpetual, shall be appurtenant to and constitute a covenant running with the land in favor of GRANTEE's Property, and shall be binding upon and inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.

4. **Improvements.** Neither GRANTOR nor its transferees, grantees, successors or assigns shall build or construct, or permit to be built or constructed, any building or other improvements over or across the Easement Area.

5. **GRANTOR's Title.** GRANTOR does hereby covenant, for itself, its successors and assigns, with GRANTEE, its successors and assigns, that (a) GRANTOR is at the time of these presents lawfully seized in fee simple of the afore granted premises; (b) that they are free from all encumbrances, unless otherwise noted or excepted above, (c) that GRANTOR has a good right to sell and convey the same and (d) that GRANTOR will warrant and defend the said premises to said GRANTEE, its successors and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, on this the 31 day of October, 2006, GRANTOR by and through Donald D. Chiara, in his official capacity as President of Dichiar Realty LLC has hereto set its hand and seal.

Dichiar Realty LLC

by  
its

Donald D. Chiara  
President

STATE OF ALABAMA )

COUNTY OF )

Shelby

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Donald D. Chiara, whose name as President of Dichiar Realty LLC 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 said instrument, he, as such representative and with full authority, executed the same voluntarily and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, this the 31 day of October, 2006.

Edmond R. Corbale

NOTARY PUBLIC

My Commission Expires: 10-31-06



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Shelby Cnty Judge of Probate, AL  
11/06/2006 09:05:43AM FILED/CERT

## **EXHIBIT A**


### **GRANTOR's Property**

**A tract of land situated in the Southwest Quarter of the Southwest Quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama and more particularly described as follows:**

**Commence at the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence run in a Southerly direction along the East line thereof a distance of 162.09 feet to the point of beginning; thence continue in a Southerly direction along said line a distance of 137.91 feet; thence an angle right of 113 degrees 04 minutes 39 seconds and run in a northwesterly direction a distance of 199.01 feet to a point on the Southeast right of way line of Alabama Highway No. 261; thence an angle right of 80 degrees 16 minutes 54 seconds and run in a Northeasterly direction along said right of way line a distance of 100 feet; thence 90 degrees right and run in a southwesterly direction a distance of 164.43 feet to the point of beginning.**



**EXHIBIT B**

  
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**GRANTEE's Property**

**A parcel of land being a part of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 36, Township 19 South, Range 3 West, Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:**

**Commence at the Northwest corner of said quarter-quarter-quarter section; thence in a southerly direction, along and with the West line of said quarter-quarter-quarter section, 125.00 feet to a capped rebar set by Goodwyn Mills & Cawood and the point of beginning; thence with a deflection of 88 degrees 53 minutes 06 seconds left, 199.96 feet (200.00 adjoiner deed) to a one-half inch rebar; thence with a deflection of 91 degrees 05 minutes 46 seconds left, 125.11 feet (125.00 adjoiner deed) to a capped rebar set by Goodwyn Mills & Cawood on the southerly right of way margin of Mitoba Trail; thence with a deflection of 91 degrees 03 minutes 47 seconds right, along and with said southerly right of way margin and the projection thereof, 50.00 feet to a 3/8 inch rebar; thence with a deflection of 88 degrees 55 minutes 30 seconds right, 100.03 feet (100.00 feet adjoiner deed) to a 3/8 inch rebar; thence with a deflection of 88 degrees 53 minutes 10 seconds left, 411.48 feet (411.84 feet adjoiner deed) to a capped iron set by Amos Corey on the East line of said quarter-quarter-quarter section and the West line of Wooddale Fourth Sector; thence with a deflection of 88 degrees 55 minutes 54 seconds right, along and with said East line, said West line of Wooddale Fourth Sector and the West line of Chaparral Second Sector, 554.65 feet to a one-half inch pipe at the Southeast corner of said quarter-quarter-quarter section and on the North line of Amended Map of Wildewood Village - Third Addition; thence with a deflection of 91 degrees 10 minutes 51 seconds right, along and with the South line of said quarter-quarter-quarter section and said North line and the projection thereof, 661.41 feet to a capped rebar set at the southwest corner of said quarter-quarter-quarter section; thence with a deflection of 88 degrees 48 minutes 39 seconds right, along and with the West line of said quarter-quarter-quarter section, 528.40 feet to the point of beginning.**



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## **EXHIBIT C**

### **Easement Area**

**An tract of land, twenty feet in width, situated in the Southwest Quarter of the Southwest quarter of Section 36, Township 19 South, Range 3 West, Huntsville Principal Meridian, and lying southerly of the line more particularly described as follows:**

**Commence at the Northeast corner of said quarter-quarter section; thence run in a Southerly direction, along and with the East line of said quarter-quarter section a distance of 162.09 feet to the point of beginning; thence turn an angle of 103 degrees 21 minutes 33 seconds to the right and run Northwesterly to a point on the Easterly right of way line of Alabama Highway No. 261, the point of ending of said line and said easement.**

Shelby County, AL 11/06/2006  
State of Alabama

Deed Tax: \$.50