

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

Value:  
\$10,000.00

**STORM-WATER DRAINAGE EASEMENT**

20061229000637190 1/4 \$30.00  
Shelby Cnty Judge of Probate, AL  
12/29/2006 01:16:24PM FILED/CERT

**THIS AGREEMENT** is made and entered into as of this 6<sup>th</sup> day of December, 2006, by and between **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation (hereinafter referred to as "Grantor"), and **LR PROPERTIES LLC**, an Alabama limited liability company (hereinafter referred to as "Rogers"), as follows:

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of Lot 4A, Survey of Resource Center, as recorded in Map Book 24, Page 118, in the Office of the Judge of Probate of Shelby County, Alabama (the "Greensprings Parcel"); and

**WHEREAS**, Rogers is the owner of Lot 1B-1, as recorded in Map Book 35, Page 95, being a resurvey of Lot 1B Resource Center, as recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Rogers Parcel"); and

**WHEREAS**, Grantor and Rogers ("Grantee") have reached an agreement whereby Grantor shall grant a limited easement for Grantee to construct, install, operate, maintain and repair underground conduit for storm-water drainage under and across a limited portion of the Greensprings Parcel;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and conditions hereinafter set forth, faithfully to be kept by the parties hereto, it is agreed as follows:

1. In consideration of the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration by Rogers to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and establish a nonexclusive limited easement, under, through and across that portion of the Greensprings Parcel, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the benefit of Rogers, for the limited purpose of constructing, installing, maintaining, repairing and replacing underground conduit to facilitate storm-water drainage from the Rogers Parcel and tie into the existing storm drain located at the northeast corner of the Greensprings Parcel, subject to easements, restrictions and rights-of-way of record. This easement shall be binding upon Grantor, its successors and assigns, and inure to the benefit of Grantor and Grantee, and their respective successors and assigns, forever. This grant shall also include the right, privilege and authority to enter upon the Easement Area for the limited purpose aforesaid. The easement established and granted herein shall constitute a covenant running with the land.
2. Grantee shall be solely responsible for laying conduit and maintaining the conduit in good and operable condition, and repairing and replacing Grantor's property to its condition before such work, and any future cost and expense of necessary repairs

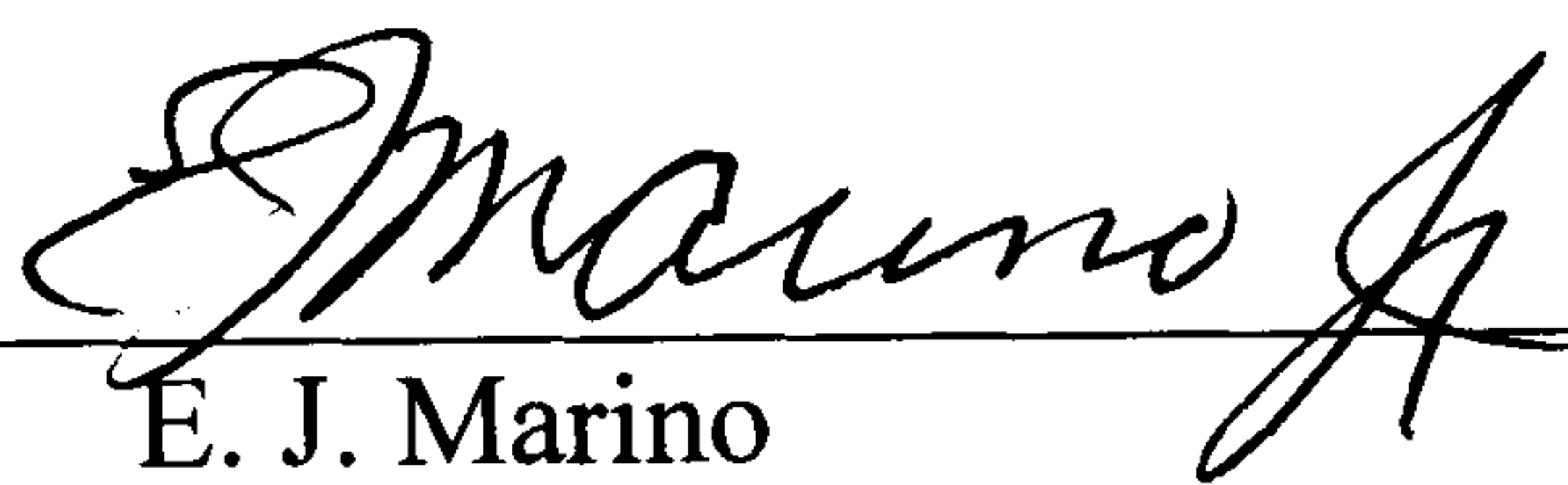


occasioned by Grantee. Without limiting the generality of the foregoing, Grantee shall refill and properly compact any disturbed areas with clean fill dirt, and shall replace any disturbed grass, shrubs or other landscaping materials and any other improvements within the Easement Area, whether presently existing or hereafter installed. Grantee shall not enter or disturb any portion of the Greensprings Parcel other than the Easement Area.

3. Without limiting the generality of the foregoing, the Easement Area shall only be used by Grantee for the aforesaid purposes; and, use of the surface is only permitted for the construction, installation, maintenance and repair of such underground conduit. Grantee does hereby agree to give prior written notice to Grantor, no later than twenty-four (24) hours prior to commencing any work that will involve disturbing the Easement Area, setting forth the scope and time-line of the work to be performed. All work performed by Grantee shall be in compliance with all applicable governmental laws, rules, and regulations.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed by and through their duly authorized officers on the day and date first above written.

GREENSPRINGS ASSOCIATES, INC., an  
Alabama corporation


By:   
E. J. Marino  
Its: Vice President

(Grantor)

LR PROPERTIES LLC, an Alabama  
limited liability company

By:   
Lee Rogoff  
Its: Manager

(Grantee)

  
20061229000637190 2/4 \$30.00  
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STATE OF ALABAMA                   )  
  )  
COUNTY OF Jefferson                   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that E. J. Marino, whose name as Vice President of **GREENSPRINGS ASSOCIATES, INC.**, an Alabama corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this the 14th day of December, 2006.

Mary Kathryn Doncale  
Notary Public

**My Commission Expires May 24, 2010**

My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA                   )  
  )  
COUNTY OF Jefferson                   )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Lee Rogoff, whose name as Manager of **LR PROPERTIES 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 the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

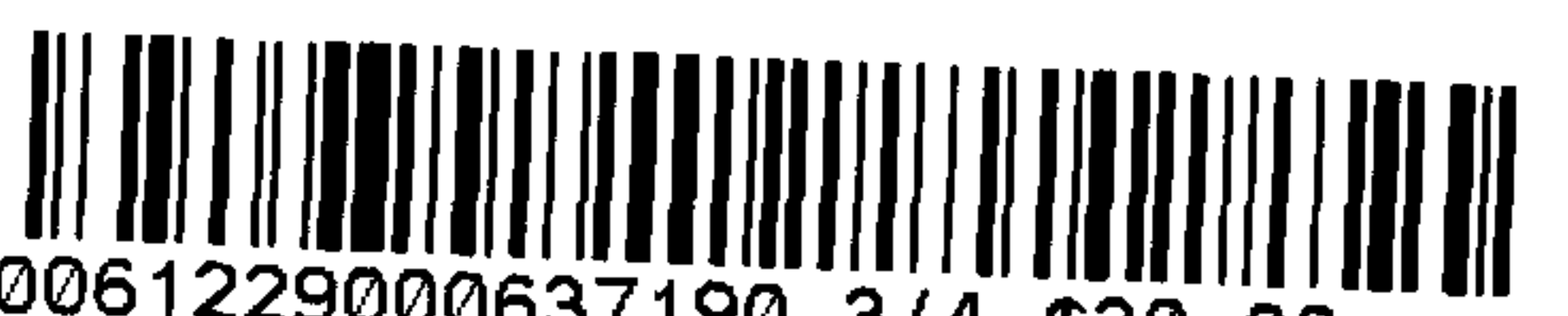
GIVEN under my hand and official seal, this the 18 day of December, 2006.

Shelby County, AL 12/29/2006  
State of Alabama

Deed Tax: \$10.00

Marvion L. Shiu  
Notary Public

My Commission Expires: 4-4-08

  
20061229000637190 3/4 \$30.00  
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## EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION AND RUN EASTERLY ALONG THE NORTH LINE OF SAID  $\frac{1}{4}$  -  $\frac{1}{4}$  SECTION FOR 349.21 FEET TO THE NORTHWEST CORNER OF LOT 1B-1 ACCORDING TO THE RESURVEY OF LOT 1B RESOURCE CENTER AS RECORDED IN MAP BOOK 35, PAGE 95 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE TURN  $89^{\circ}59'48''$  RIGHT AND RUN SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT FOR 7.01 FEET TO THE POINT OF BEGINNING OF SAID STORM EASEMENT HEREIN DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR 19.32 FEET; THENCE TURN  $129^{\circ}05'03''$  RIGHT AND RUN NORTHWESTERLY FOR 21.45 FEET; THENCE TURN  $90^{\circ}00'00''$  RIGHT AND RUN NORTHEASTERLY FOR 15.00 FEET; THENCE TURN  $90^{\circ}00'00''$  RIGHT AND RUN 9.26 FEET TO THE POINT OF BEGINNING.



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