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Shelby Cnty Judge of Probate, AL
10/18/2007 10:35:44AM FILED/CERT

EASEMENT AGREEMENT

This Easement Agreement and Restrictive Covenant ("Agreement") is made as of the 16th day of OCTOBER, 2007, by and between Vincent Intoccia and Virginia Intoccia ("Grantors") and Stagecoach Trace Residential Association, Inc., a corporation ("Grantee").

WHEREAS, Grantors are the owners in fee simple of certain real property in Shelby County, Alabama, which is more particularly described on the attached Exhibit "A" (the Servient Property).

WHEREAS, Grantors wish to convey, and Grantee wishes to receive a perpetual, non-exclusive easement for pedestrian ingress and egress on, across and over a portion of the Servient Property.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. **Grant of Easement.** Vincent Intoccia and Virginia Intoccia ("Grantors"), their successors and assign, hereby grants and convey to Stagecoach Trace Residential Association, Inc. ("Grantee"), its successors and assigns, a perpetual, non-exclusive easement and right-of-way on, across and over a portion of the Servient Property as illustrated on the attached **Exhibit "B"** (the "Easement Property").

2. **Purpose of Easement.** The easement over the Servient Property shall be for the purpose of granting to Stagecoach Trace Residential Association, Inc., and invitees a permanent, non-exclusive easement and right of use on and over the Subject Property for pedestrian ingress and egress. Grantors agree not to erect, construct, or install any signage, buildings, or other improvements that would materially obstruct access across and over the Servient Property to the Easement Property.

3. **Maintenance.** Grantors and Grantee agree that all expenses for maintenance and repair to the Easement Property shall be the sole responsibility of Stagecoach Trace Residential Association, Inc. Such items of maintenance shall include, without limitation, resurfacing and resealing the easement areas created herein. Before undertaking any maintenance and repair, the Grantee shall consult the Grantors and both parties shall agree to the maintenance and repair to be performed. The parties agree that their consent shall not be unreasonably withheld with respect to reasonable and necessary maintenance and repair.

4. **Indemnity.** Stagecoach Trace Residential Association, Inc. shall indemnify and hold Vincent Intoccia and Virginia Intoccia, their successors and assigns, harmless from and against any and all damages, demands, claims, losses, liabilities, injuries to third parties and property, deaths, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs and expenses whatsoever, which arise in connection with Stagecoach Trace Residential Association, Inc.'s and any invitees usage of the Easement Property and all costs and expenses that Grantors may incur in connection with any such liabilities.

5. **Nature of Easement.** The burdens of the easement on the Servient Property shall run with the Servient Property and shall be binding upon Grantors and every successive owner of the Servient Property. The easement on the Easement Property shall inure to the benefit of Stagecoach Trace Residential Association, Inc. and its invitees.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date first set forth above.



Vincent Intoccia, Grantor



Virginia Intoccia, Grantor

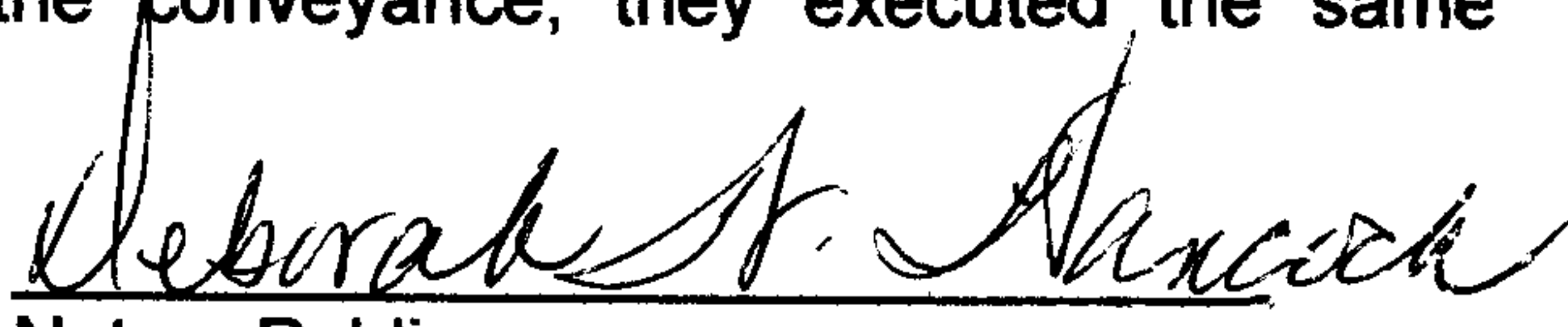
Stagecoach Trace Residential Association, Inc.



David Stewart, President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for the state and county aforesaid, hereby certify that Vincent Intoccia and Virginia Intoccia, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

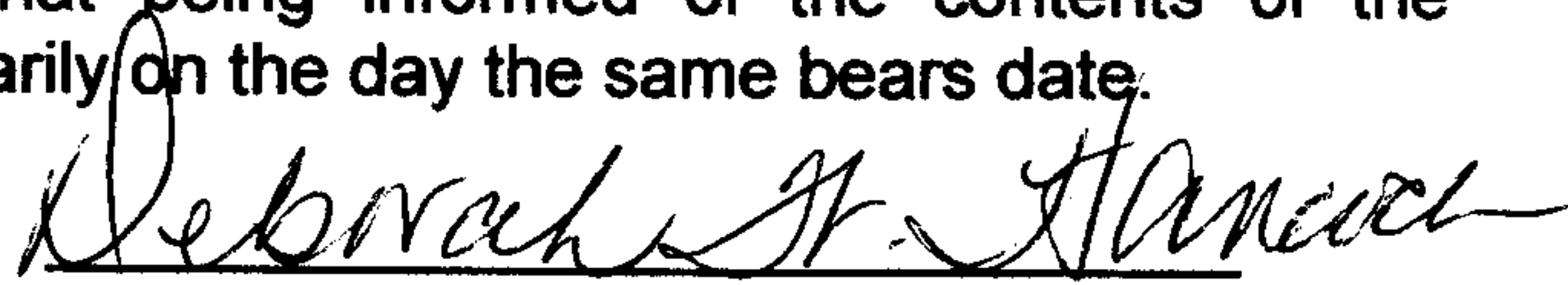


Notary Public

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Mar 10, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for the state and county aforesaid, hereby certify that David Stewart, President of Stagecoach Trace Residential Association, Inc., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.



Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 10, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

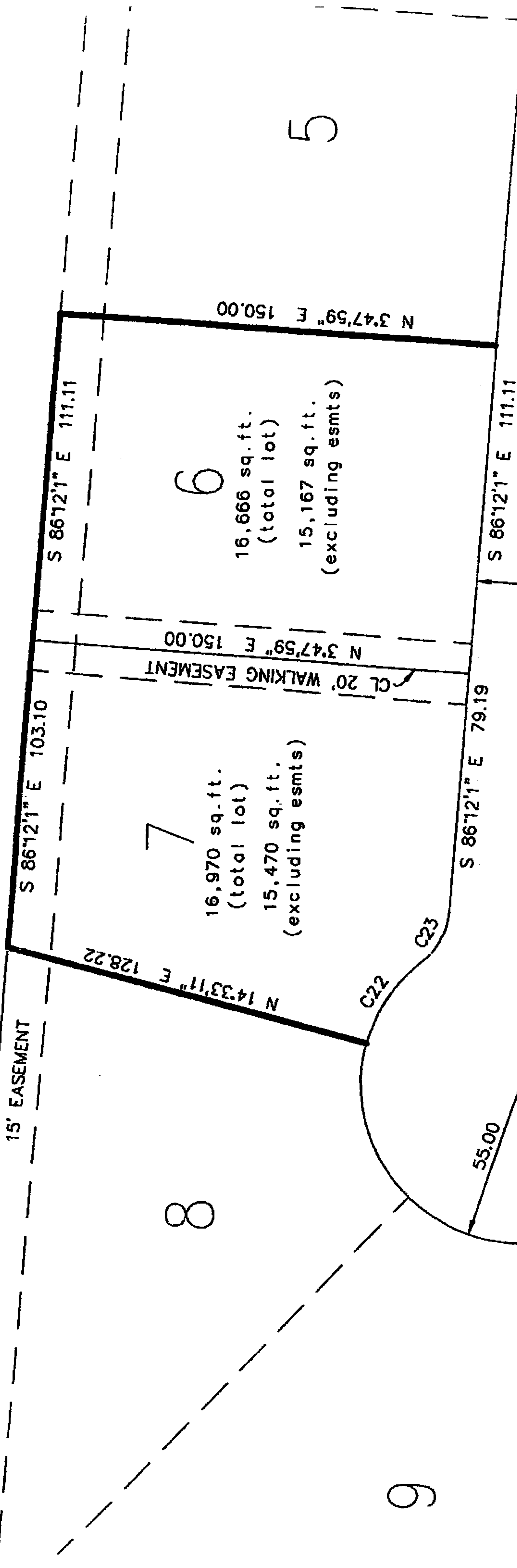


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Exhibit "A"
Servient Property

Lot 6, according to the survey of Stagecoach Trace Sector 1, as recorded in Map Book 25, Page 24 A, B and C, in the Probate Office of Shelby County, Alabama.

15' EASEMENT



SUNSET TRAIL

SUNSET TRAIL



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Shelby County, AL 10/18/2007
State of Alabama

Deed Tax: \$1.00

GE COACH TRACE

SECTOR 1

IN MAP BOOK 25, PAGE 24 A-C

111

110

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