This Instrument Prepared By: John F. DeBuys 420 N. 20th Street, Suite 3400 Birmingham, Al 35203 Shelby County, AL 03/26/2009 State of Alabama

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EASEMENT AGREEMENT

20090326000112750 1/13 \$53.50 Shelby Cnty Judge of Probate, AL 03/26/2009 03:29:30PM FILED/CERT

State of Alabama)
Shelby County)

THIS EASEMENT AGREEMENT ("Agreement" or "Easement Agreement") is made this <u>36</u> day of March, 2009, by and between CHARLES A...J. BEAVERS, JR., ROBERT M. GRILLS, LAURA HOLCOMB GRILLS, LENN WATERS MORRIS, TRACI LEIGH MORRIS, MARY F. ROENSCH, CUSTODIAN, UGMA FOR MARY ALLISON ROENSCH and SHERWOOD STAMPS (collectively referred to as "Grantees"), and SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC., an Alabama nonprofit corporation, and TP DEVELOPMENT COMPANY, LLC, an Alabama Limited Liability Company ("Grantor").

BACKGROUND:

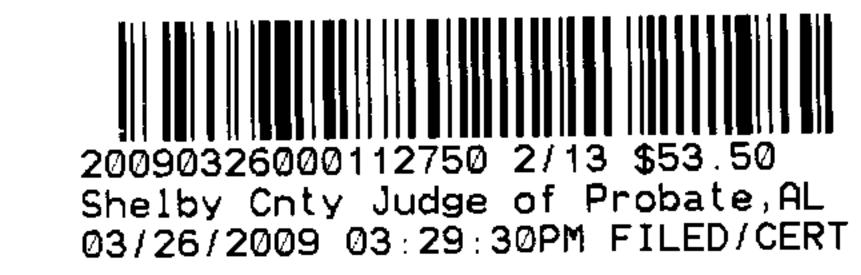
WHEREAS, Grantees are the fee simple owners (or wife of an owner) of that certain property lying in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Grantees Property");

WHEREAS, Grantors either own or control that certain property lying in Shelby County, Alabama, more particularly described on Exhibit "B" attached hereto (the "Grantors Property"); and

WHEREAS, Grantors and Grantees desire to enter into this Easement Agreement for the establishment of the easement described hereinbelow pursuant to the terms and provisions of this Agreement to run in perpetuity with the land.

NOW, THEREFORE, for Ten and no/100 Dollars (\$10.00) in hand paid by the Grantee to Grantors, the sufficiency of which is hereby acknowledged, Grantors do hereby grant, bargain, sale and convey the following:

1. Grant of Easement. Grantors hereby grant, bargain, sell and convey unto Grantees, their successors and assigns, for the benefit of the Grantees Property, a 60 foot wide, permanent and perpetual, non-exclusive easement (the "Easement") over and across the portion of the Grantors Property as fully described on Exhibit C and depicted on the map attached hereto as Exhibit C-1 (the "Easement Property"), for the purpose of allowing Grantees to have vehicular and pedestrian access and a way of ingress to, and egress from the Grantees Property, and to allow the placement of utilities (including but not limited to water, sewer and electricity) serving the Dominant Estate provided that such utilities are placed underground and provided further that the ownership entity of the Dominant Estate causing the installation of utilities shall be responsible for the maintenance of same, or be responsible for causing the installer or operator of said utilities to be responsible for said maintenance, including the area disturbed in installation,



and said ownership entity shall indemnify and hold harmless TP and SBHA for any claims, damages and/or liabilities resulting from the installation, use and maintenance of said utilities. No parking of vehicles is allowed on the Easement Property except in the case of emergency.

- 2. Road. Grantors agree to construct within 6 months a roadway 20 feet in width located within the confines of the Easement (the "Road) (Exhibit D).
- 3. <u>Maintenance Obligations</u>. Grantor hereby agrees to maintain the area within the Easement that is disturbed as a result of constructing the Road for a period of one year from completion of the Road; thereafter, Grantors shall have the right but not the obligation to maintain the Easement.
- 4. <u>Representations of Grantors</u>. Grantors represent and warrant that they have full authority to enter into this Agreement and Grantors have taken all necessary action to authorize and approve the execution and delivery of this Easement Agreement and grant of the Easement specified herein, and Grantors shall defend the title to the Easement herein granted against the lawful claims of all parties.
- 5. Governing Law and Jurisdiction. This Easement Agreement is made and entered into as a contract respecting land and is to be governed, construed and enforced pursuant to and in accordance with the laws of the State of Alabama. In the event of any dispute between the parties, the prevailing party in any legal or equitable action to enforce this Easement Agreement shall be entitled to an award of legal fees, through and including any appeals. The venue for any proceedings to enforce the terms of this Easement Agreement shall be Shelby County, Alabama.
- 6. Running With Land. The Easement shall run with the land, shall inure to the benefit of and be binding upon the undersigned and their respective successors and assigns and shall pass with the conveyance of all or any portion of Grantors' or Grantees' property, whether specifically referred to or not.
- 7. <u>Counterparts</u>. This Agreement may be signed in multiple counterparts, but each such counterpart shall constitute but one original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this the ____ day of March, 2009.

[SIGNATURES ON THE FOLLOWING PAGES]

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Charles A.J. Beavers, Jr.

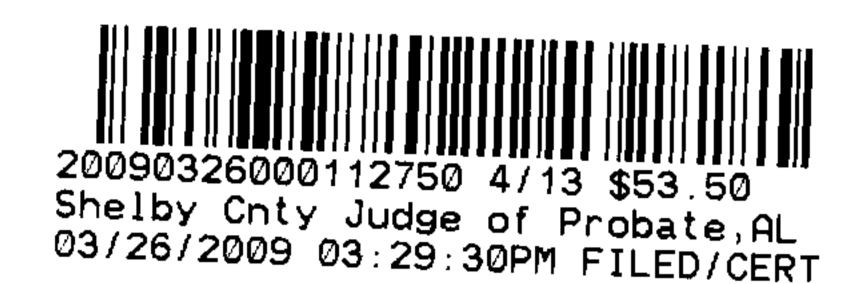
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Charles A. J. Beavers, Jr.**, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \(\frac{1}{2} \) day of March, 2009.

NOTARY PUBLIC

My Commission Expiresiotary public state of alabama at large MY COMMISSION EXPIRES: May 16, 2010 BONDED THRU NOTARY PUBLIC UNDERWRITERS



Robert M. Grills

STATE OF ALABAMA

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Leffers on COUNTY
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Robert M. Grills**, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of March, 2009.

NOTARY PUBLIC

My Commission Expires: Sept. 28, 2010

Laura Holcomb Grills

STATE OF ALABAMA)

LEGGERCOUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Laura Holcomb Grills**, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2009.

NOTARY PUBLIC

My Commission Expires: Sept. 28, 2010

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Shelby Cnty Judge of Probate, AL
03/26/2009 03:29 30PM FILED/CERT

Lenn Waters Morris

STATE OF ALABAMA)
COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Lenn Waters Morris**, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of March, 2009.

NOTARY PUBLIC
My Commission Expires: 10 | 20 | 11

Traci Leigh Morris

STATE OF ALABAMA) ____COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Traci Leigh Morris**, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

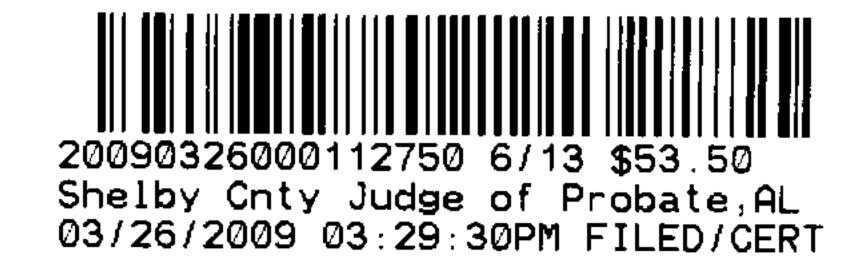
Given under my hand and seal this \(\frac{11}{1}\) day of March, 2009.

NOTARY PUBLIC

My Commission Expires: 10 11 2011

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Mary F. Roensch, Gustodian, UGMA for Mary Allison Roensch

STATE OF ALABAMA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary F. Roensch, whose name as Custodian, UGMA for Mary Allison Roensch, is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, she, in her capacity as such Custodian, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of March, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE My Commission Expires My Commission expires: May 16, 2010 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Sherwood Stamps

STATE OF ALABAMA)

14(Sm\COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sherwood Stamps, whose name is signed to the foregoing Easement Agreement, and who is known tome, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this $\frac{1}{1}$ day of March, 2009.

7- And M. Carrell NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: May 16, 2010 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Kenneth Polk

Its: Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth Polk, the Managing Member of TP DEVELOPMENT COMPANY, LLC**, a limited liability company, whose name is signed to the foregoing Easement Agreement, and who is known tome, 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 seal this _	9_	day of Mar	rch, 20	009.	
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NOTARY PUBLIC

My Commission Expires: 10-22-12

SAUNDERS BRIDGE HOMEOWNERS
ASSOCIATION, INC.

By: (2-1) /6

Kenneth Polk Its: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kenneth Polk, whose name as President of SAUNDERS BRIDGE HOMEOWNERS ASSOCIATION, INC.,** a corporation, is signed to the foregoing Easement Agreement, and who is known tome, 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 seal this _____ day of March, 2009.

NOTARY PUBLIC

My Commission Expires: (1727-201)

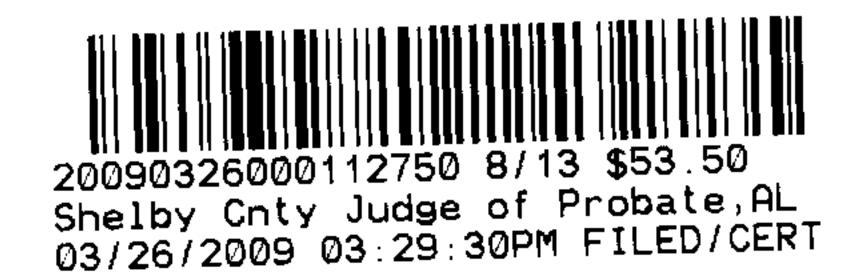


EXHIBIT A

Property Owners of the Dominant Estates

Charles A. J. Beavers, Jr. and Sherwood Stamps

The west half of Section 33, Township 18 South, Range 1 East, and the northwest quarter of the northwest quarter of Section 4, Township 19 South, Range 1 East, Shelby County, Alabama.

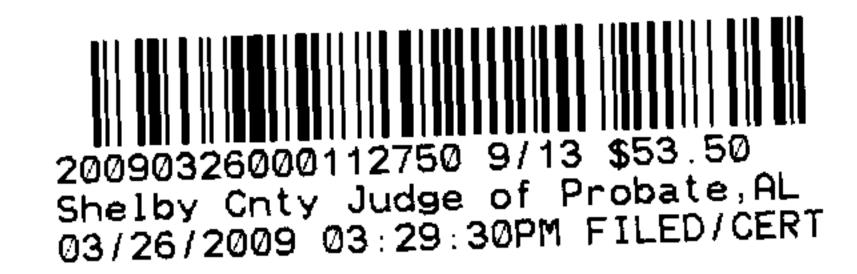
Robert M. Grills

Section 27, Township 18 South, Range 1 East of Shelby County, Alabama

Less and except a parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Begin at a Channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East, said point being the point of beginning of said parcel; thence proceed South 0 degrees 06 minutes 27 seconds East along the East line of said Section 27 for 400.00 feet to an iron pin set; thence proceed South 44 degrees 53 minutes 33 seconds West for 441.24 feet to an iron pin set; thence proceed South 0 degrees 06 minutes 27 seconds East, parallel to the East line of said Section 27, for 785.36 feet to an iron pin set; thence proceed North 89 degrees 37 minutes 25 seconds West for 1045.71 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West for 498.00 feet to an iron pin set; thence proceed North 44 degrees 55 minutes 12 seconds West for 283.77 feet to an iron pin set; thence proceed North 00 degrees 06 minutes 27 seconds West for 802.38 feet to an iron pin set on the North line of said Section 27; thence proceed South 89 degrees 37 minutes 25 seconds East for 1557.73 feet to the point of beginning of said parcel.

AND

Less and except: A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows: Commence at the channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East: thence proceed South 0 degrees 06 minutes 27 seconds East (Astronomical Bearings) along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44 degrees 53 minutes 33 seconds East, 441.24 feet to the point of beginning of said parcel.



Lenn Waters Morris

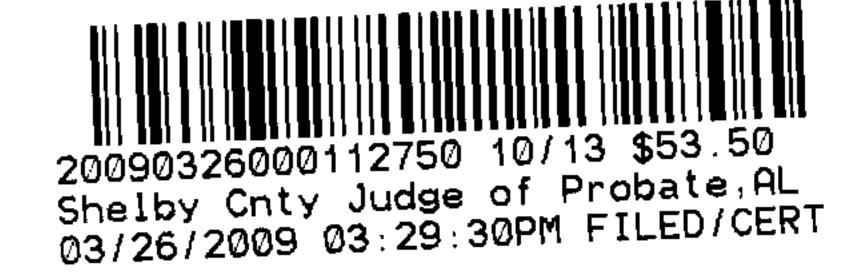
A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Begin at a Channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East, said point being the point of beginning of said parcel; thence proceed South 0 degrees 06 minutes 27 seconds East along the East line of said Section 27 for 400.00 feet to an iron pin set; thence proceed South 44 degrees 53 minutes 33 seconds West for 441.24 feet to an iron pin set; thence proceed South 0 degrees 06 minutes 27 seconds East, parallel to the East line of said Section 27, for 785.36 feet to an iron pin set; thence proceed North 89 degrees 37 minutes 25 seconds West for 1045.71 feet to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West for 498.00 feet to an iron pin set; thence proceed North 44 degrees 55 minutes 12 seconds West for 283.77 feet to an iron pin set; thence proceed North 00 degrees 06 minutes 27 seconds West for 802.38 feet to an iron pin set on the North line of said Section 27; thence proceed South 89 degrees 37 minutes 25 seconds East for 1557.73 feet to the point of beginning of said parcel.

Mary F. Roensch, custodian, UGMA for Mary Allison Roensch

The East 1/2 of Section 33, Township 18 South, Range 1 East.

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EXHIBIT B to the Easement Agreement



The Servient Estate

Legal Description for Saunder's Bridge

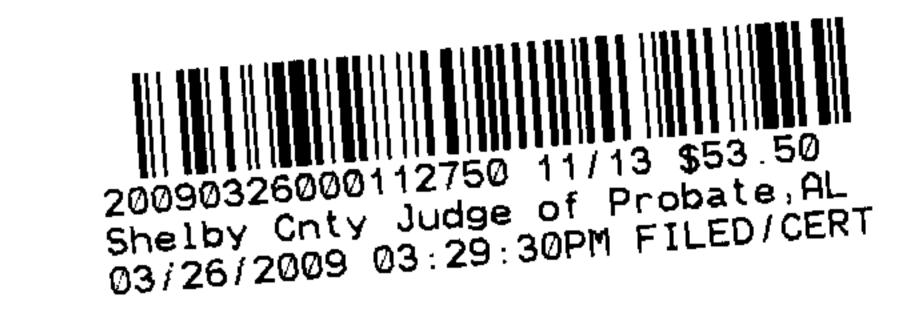
PARCEL I:

The Northeast ¼ of the Southwest ¼ lying North of Twin Pine Road and also the Northwest ¼ of the Southeast ¼ lying North and West of Twin Pines Road, all in Section 23, Township 18 South, Range 1 East, being situated in Shelby County, Alabama.

PARCEL II:

The Southwest ¼ of the Southwest ¼ of Section 23, Township 18 South, Range 1 East and the Northwest ¼ of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama as follows:

Begin at a 4" Channel iron found at the accepted Northwest corner of Section 26 and the Southwest corner of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, and run in a Northerly direction along the accepted West line of the Southwest 1/4 of the Southwest 1/4 of said Section 23, a distance of 1323.26 feet to the accepted Northwest corner of said 1/4-1/4 section, being an old rebar with a new plastic cap bearing R.L. S. Number 4092, Raymond Shakleford and the name "Southern Land Surveying Company", thence turn an interior angle of 90 degrees 55 minutes 56 seconds and run to the right in an Easterly direction along the accepted North Line of said 1/4-1/4 section a distance of 1347.84 feet to a 1" rebar found at the accepted Northeast corner of said 1/4-1/4 section, thence turn an interior angle of 90 degrees 58 minutes 42 seconds and run to the right in a Southerly direction along the accepted East line of said 1/4-1/4 section a distance of 1241.59 feet to a 1" steel bar found in a rock pile at the accepted Southeast corner of said 1/4-1/4 section, thence turn an interior angle of 267 degrees 41 minutes, 41 seconds and run to the left in an Easterly direction along the accepted North line of the Northeast 1/4 of the Northwest 1/4 of Section 26, Township 18 South, Range 1 East, Shelby County, Alabama a distance of 1327.21 feet to a pine knot found at the accepted Northeast corner of said 1/4-1/4 section; thence turn an interior angle of 90 degrees 55 minutes 34 seconds and run to the right in a Southerly direction along the accepted East line of the Northwest 1/4 of Section 26 a distance of 2634.77 feet to a 1.25" open pipe found at the accepted Southeast corner of said 1/4 section: thence turn an interior angle of 90 degrees 51 minutes 32 seconds and run to the right in a Westerly direction along the accepted South line of accepted Southwest corner of said 1/4 section: thence turn an interior angle of 89 degrees 38 minutes 44 seconds and run to the right in a Northerly direction along the accepted West line of said 1/4 section a distance of 2605.21 feet, more or less, to the Point of Beginning.



PARCEL III:

Tract A:

All that part of the Northeast ¼ of the Southwest ¼ of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, lying South and East of dirt road.

Tract B:

Begin at the Southeast corner of the Northwest ¼ of the Southeast ¼ of Section 23, Township 18 South, Range 1 East; thence run West along the South line thereof for a distance of 1347.97 feet to the Southwest corner: thence turn right 90 degrees 55 minutes 57 seconds and run North along the West line thereof for a distance of 259.20 feet; thence right 60 degrees 14 minutes 01 seconds for a distance of 158.04 feet; thence left 23 degrees 07 minutes 52 seconds for a distance of 11.05 feet; thence right 54 degrees 35 minutes 14 seconds for a distance of 1201.33 feet to the East line thereof; thence right 87 degrees 38 minutes for a distance of 288.13 to the Point of Beginning.

PARCEL IV:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter, Section 23, Township 18 South, Range 1 East.

PARCEL V:

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East: thence proceed South 0 degrees 06 minutes 27 seconds East (Astronomical Bearings) along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feel to an iron pin set; thence proceed North 0 degrees 06 minutes 27 seconds West parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44 degrees 53 minutes 33 seconds East, 441.24 feet to the point of beginning of said parcel.

PARCEL VI:

The Southeast Quarter of the Southeast Quarter of Section 22, Township 18 South, Range 1 East.

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EXHIBIT C

LEGAL DESCRIPTION FOR AN INGRESS AND EGRESS EASEMENT

A centerline description for Sixty foot wide Ingress and Egress Easement situated in the South Half of the Southwest Quarter of Section 23 and in the Southeast Quarter of the Southeast Quarter of Section 22, all in Township 18 South, Range 1 East, Shelby County, Alabama.

Commencing at a found rebar and cap marking the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama and run in an Easterly direction along the North line of the Southwest Quarter of the Southwest Quarter of Section 23 for 1347.85 feet to a found 1" rebar marking the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 23; thence continue along an extension of the last described course for 681. 61 feet to a point lying on the Northwesterly right-of-way of Twin Pines Road; thence deflect 150°11'19" and run to the right in a Southwesterly direction along said right-ofway for 28.15 feet to and for the POINT OF BEGINNING of the herein described Ingress and Egress Easement, side lines of said Easement lying 30.00 feet either side and parallel to the following described centerline and extending Easterly to intersect the Northwesterly right-of-way of Twin Pines Road; thence leaving said right-of-way deflect 27°11'05" and run to the right in a Southwesterly direction for 394.37 feet to the point of curvature of a curve to the left having a radius of 180.00 feet and a central angle of 35°23'35"; thence run in a Southwesterly direction along the arc of said curve for 111.19 feet to the point of tangency; thence run tangent to the last described curve in a Southwesterly direction for 87.47 feet to the point of curvature of a curve to the right having a radius of 250.00 feet and a central angle of 59°17'06"; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for 258.68 feet to the point of tangency; thence tangent to the last described curve run Northwesterly for 174.69 feet to the point of curvature of a curve to the left having a radius of 180.00 feet an a central angle of 59°37'44"; thence run in a Northwesterly to Southwesterly direction along the arc of said curve for 187.33 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 14.59 feet to the point of curvature of a curve to the right having a radius of 180.00 feet an a central angle of 24°45'20"; thence run in a Southwesterly direction along the arc of said curve for 77.77 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 116.82 feet to the point of curvature of a curve to the right having a radius of 180.00 feet an a central angle of 32°14'57"; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for 101.31 feet to the point of tangency; thence tangent to the last described curve run Northwesterly for 325.65 feet to the point of curvature of a curve to the left having a radius of 180.00 feet an a central angle of 111°52'51"; thence run in a Northwesterly to Southeasterly direction along the arc of said curve for 351.48 feet to the point of tangency; thence tangent to the last described curve run Southeasterly for 109.60 feet to the point of curvature of a curve to the right having a radius of 180.00 feet an a central angle of 13°36'21"; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for 42.74 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 294.49 feet to the point of curvature of a curve to the right having a radius of 180.00 feet an a central angle of 03°19'53"; thence run in a Southwesterly direction along the arc of said curve for 10.47 feet to the point of tangency; thence tangent to the last described curve run Southwesterly for 181.87 feet to the point of curvature of a curve to the left having a radius of 180.00 feet an a central angle of 22°11'20"; thence tangent to the last described curve run Southwesterly for 163.54 feet to the POINT OF ENDING of said Ingress and Egress Easement, side lines of said easement end perpendicular to the centerline point of ending. Containing 4.23 acres more or less.

