



20090730000293030 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**Perpetual Easement for Onsite Sewage
Disposal and Absorption Field**

1,000.00

This Agreement, made and entered into this the 14 day of July, 2009, by and between **G & S Development, LLC, an Alabama Limited Liability Company** (hereinafter referred to as "G & S") and **Gregory B. Metcalf** and wife, **Rosemary L. Metcalf** (hereinafter referred to as "Metcalf").

WITNESSETH:

WHEREAS, **Gregory B. Metcalf** and wife, **Rosemary L. Metcalf** are the owners of the property described as Lot 1A, according to a resurvey of Lots 9A and 10, Bear Holler, Sector 1, as recorded in Map Book 39, Page 82, being a Resurvey of Lot 9 of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103 and a part of Lot 1, according to the Survey of Bear Holler, Sector 2, as recorded in Map Book 38, Page 76, said Resurvey of Lots 1, 9A and 10, being recorded in Map Book 41, Page 16, in the Office of the Judge of Probate Shelby County, Alabama (Hereinafter referred to as the "Metcalf parcel"), and

WHEREAS, **G & S Development, LLC** is the owner of the property described as Lots 9AA and 10A, according to a resurvey of Lots 9A and 10, Bear Holler, Sector 1, as recorded in Map Book 39, Page 82, being a Resurvey of Lot 9 of Bear Holler, Sector 1, as recorded in Map Book 38, Page 103 and a part of Lot 1, according to the Survey of Bear Holler, Sector 2, as recorded in Map Book 38, Page 76, said Resurvey of Lots 1, 9A and 10, being recorded in Map Book 41, Page 16, in the Office of the Judge of Probate Shelby County, Alabama (Hereinafter referred to as the "G & S Parcels" or "Lots 9AA and 10A"), and

WHEREAS, G & S and METCALF, desire to establish a perpetual easement for onsite sewage disposal on a portion of the Metcalf Parcel (Lot 1A) to serve and benefit the G & S Parcels (Lots 9AA and 10A) on, over, upon or under the property described as Lot 9AA perpetual easement and Lot 10A perpetual easement in Map Book 41, Page 16, said perpetual easements being more particularly described on Exhibit "A" and Exhibit "B", respectively, said exhibits being attached hereto and made a part hereof, and

WHEREAS, there is depicted on the record map of recorded in Map Book 41, Page 16 in the Office of the Judge of Probate of Shelby County, Alabama, a perpetual easement on the Metcalf Parcel (Lot 1A) described as Lot 9AA perpetual easement and Lot 10A perpetual easement, lying along the southern boundary of the Metcalf Parcel (Lot 1A) and the northern boundary of the G & S Parcels (Lots 9AA and 10A);

CLAYTON T. SWEENEY, ATTORNEY AT LAW

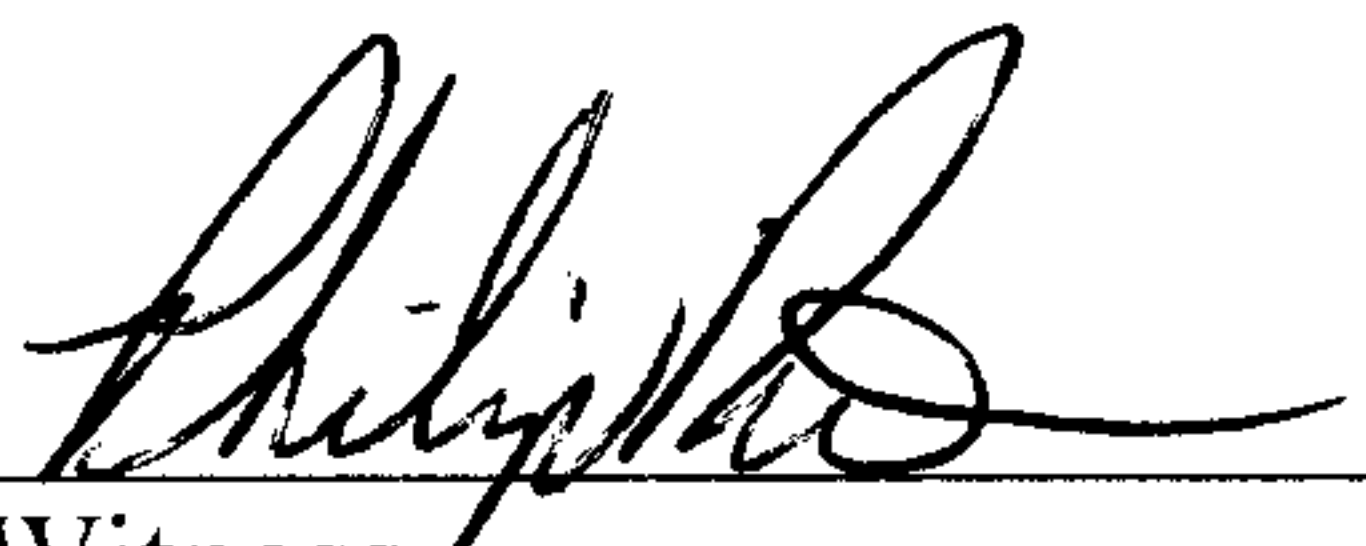
NOWHEREFORE, Gregory B. Metcalf and wife, ~~Betty H. Rosmar~~^{Rosmar} Metcalf, do hereby grant, bargain, convey and unto G & S Development, LLC, its successors and assigns, a perpetual easement for onsite sewage disposal, including sanitary sewage absorption field, to serve and benefit Lots 9AA and 10A as depicted on the record map recorded in Map Book 41, Page 16 in the Office of the Judge of Probate of Shelby County, Alabama, together with ingress and egress to install, maintain and service said onsite sewage disposal system. The perpetual easements located on the Metcalf Parcel (Lot 1A) are to provide space for an on-site sewage disposal system and absorption field to accommodate the G & S Parcels (Lots 9AA and 10A). The Perpetual Easement for onsite sewage disposal to serve Lot 9AA, is more particularly described on Exhibit "A" and the Perpetual Easement for onsite sewage disposal to serve Lot 10A, is more particularly described on Exhibit "B", said exhibits being attached hereto and made a part hereof.

G & S Development, LLC, does, for itself, its successors and assigns, covenant and agree that the owner(s) of the G & S Parcels (Lots 9AA and 10A), respectively, shall be solely responsible for the installation and maintenance of each said perpetual easement for on-site sewage disposal and absorption field area installed on, over, under or upon said perpetual easements to serve each respective lot. In the event that either of the G & S Parcels connect onto a sanitary sewer system that does not require the onsite sewage disposal and absorption field, the owner(s) of such lot connecting to sanitary sewer system shall agree to the termination of such perpetual easement serving such Lot at the time of such connection of said Lot to a sanitary sewer system.

Gregory B. Metcalf and wife, ~~Betty H. Metcalf~~^{Rosmar} do hereby ratify the terms and conditions contained in the recorded map recorded in Map Book 41, Page 16, in the Probate Office of Shelby County, Alabama.

This Agreement shall be perpetual and shall constitute a covenant running with the land.

IN WITNESS WHEREOF, the undersigned by its duly authorized member, has set its signature and seal this 14 day of July, 2009.



Witness

G & S Development, LLC
an Alabama limited liability company



Gregory S. Metcalf, Member

Shelby County, AL 07/30/2009

State of Alabama

Deed Tax : \$1.00



20090730000293030 2/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

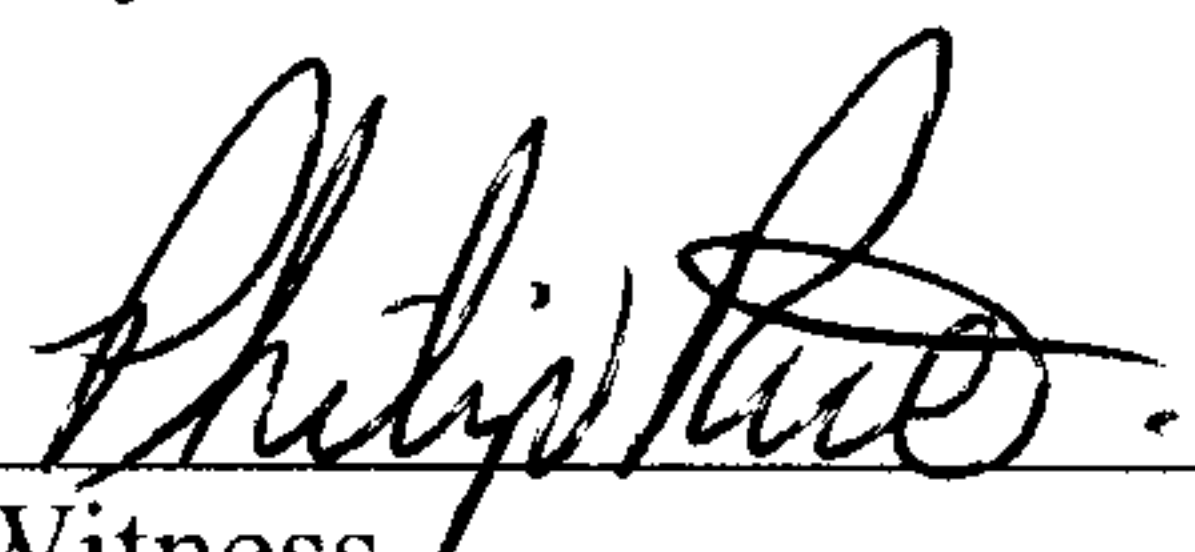
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory S. Metcalf, whose name as Member of G & S Development, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.


Given under my hand and seal this 14th day of July, 2009.

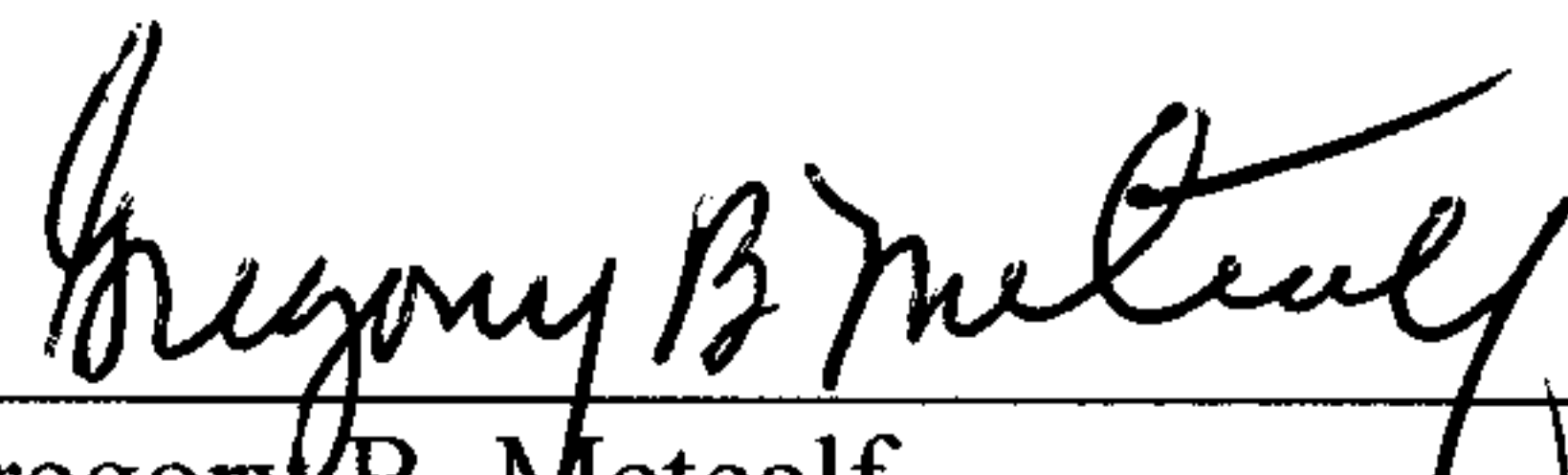
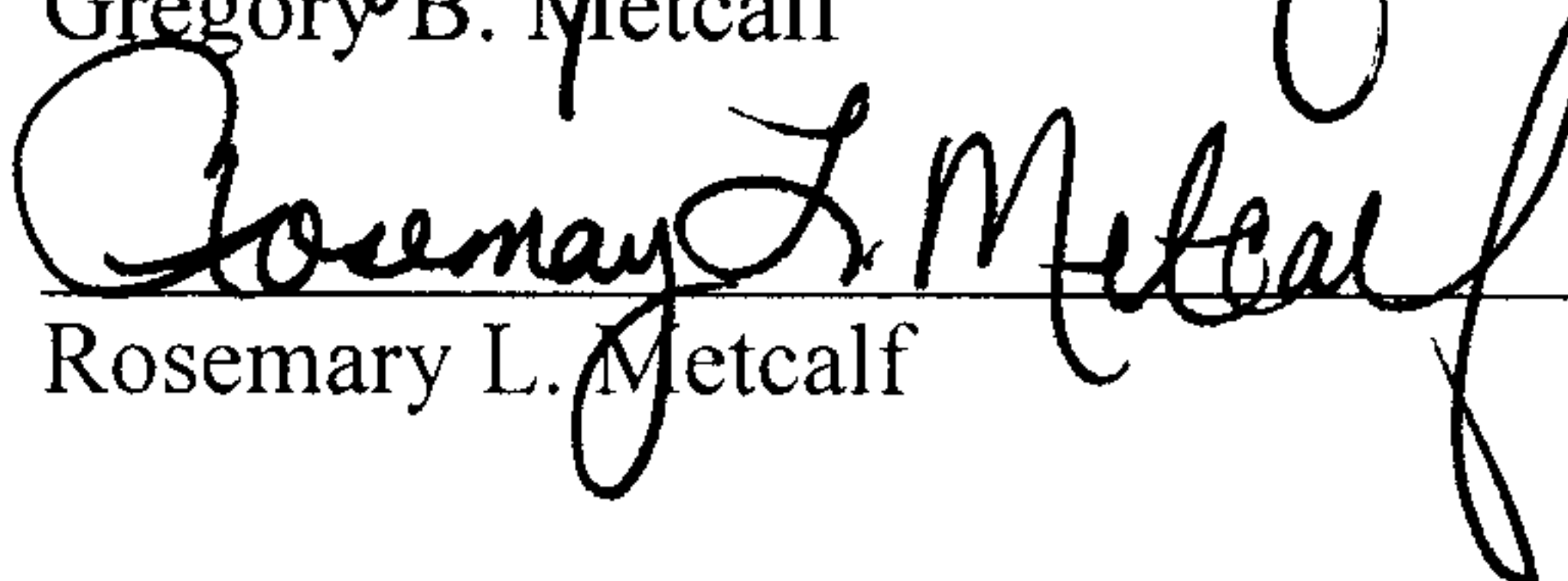

Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 6, 2009
ARMED TIRU NOTARY PUBLIC UNDERWRITERS**

IN WITNESS WHEREOF, the undersigned have set their signatures and seals this 14 day of July, 2009.


Witness


Witness


Gregory B. Metcalf

Rosemary L. Metcalf

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gregory B. Metcalf and Rosemary L. Metcalf, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal this 14th day of July, 2009.


Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 6, 2009
ARMED TIRU NOTARY PUBLIC UNDERWRITERS**



20090730000293030 3/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT

CONSENT OF LENDER

REGIONS BANK, as mortgagee of the Metcalf Parcel (Lot 1A), joins in the execution of the easement for the sole purpose of granting its consent to the establishment of the perpetual easement for onsite sewage disposal and absorption field, ratification of Map Book 41, Page 16, in the Probate Office of Shelby County, Alabama and agreeing that its mortgage recorded in Instrument #20070625000295860, as modified by Instrument #20080401000130440, in the Probate Office of Shelby County, Alabama, will be subject and subordinate to the perpetual easement and any foreclosure thereunder will not terminate such perpetual easement for onsite sewage disposal and absorption field.

REGIONS BANK

By: *Dorothy Yellock*
Its: Sr. V P of Consumer Mortgage

STATE OF ALABAMA }
COUNTY OF SHELBY }

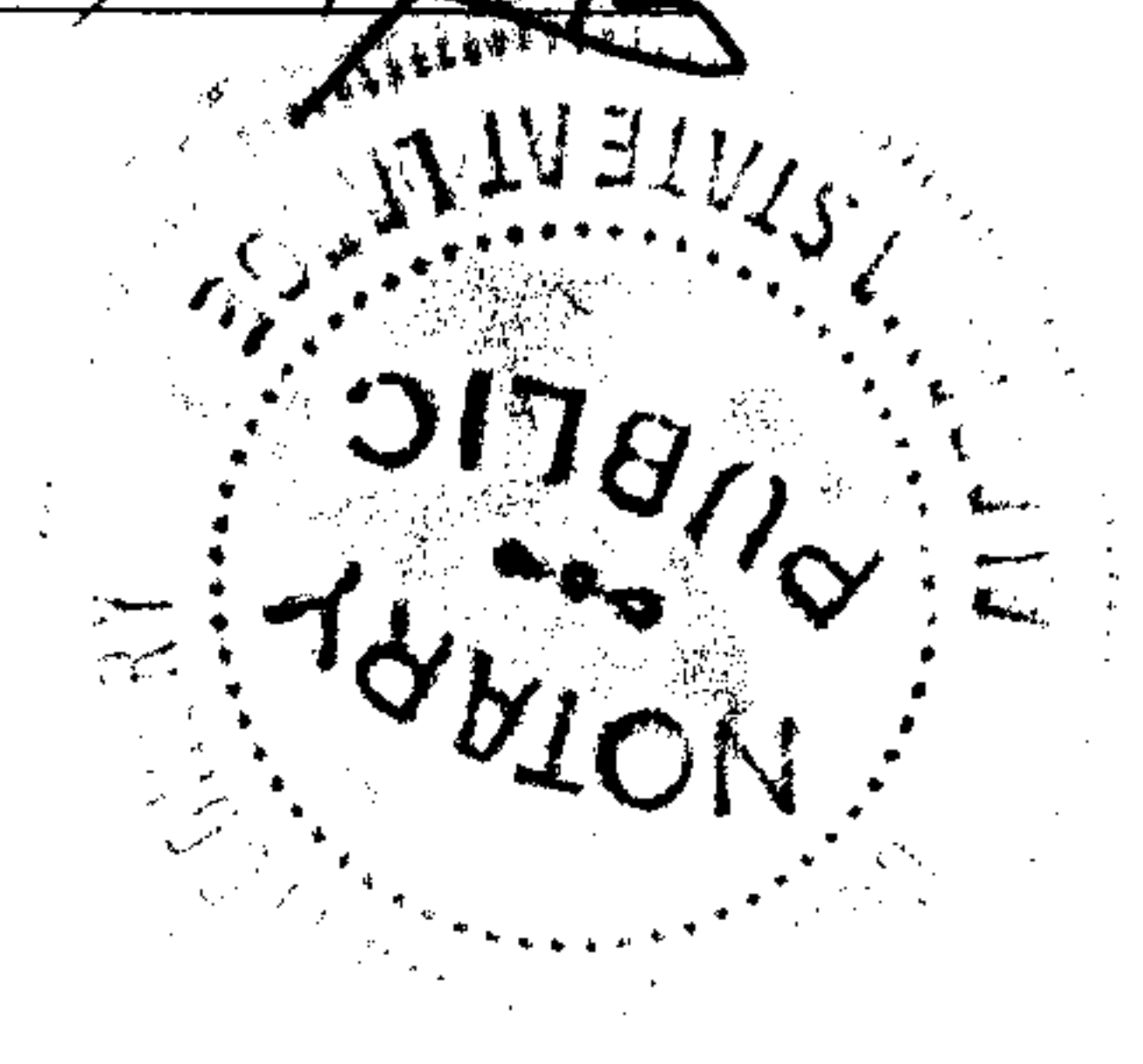
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Dorothy Yellock, whose named as Sr. V P of Consumer Mortgage for Regions Bank, an Alabama state chartered bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 9 day of July, 2009.

Clayton T. Sweeney
Notary Public

My commission expires: 09/07/2011

This instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223



20090730000293030 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT

EXHIBIT "A"
Lot 9AA Perpetual Easement


Commence at the Northeast corner of Lot 1A of a Resurvey of Lot 9A and 10 of a resurvey of Lot 9 of Bear Holler, Sector 1, Map Book 38, Page 103 and Part of Lot 1 Bear Holler, Sector 2, Map Book 38, Page 76, and Lot 1 of Bear Holler, Sector 2, as recorded in Map Book 41, Page 16, in the Office of the Judge of Probate Shelby County, Alabama; thence South 00 degrees 52 minutes 38 seconds East, a distance of 704.64 feet; thence South 00 degrees 53 minutes 22 seconds East, a distance of 104.65 feet; thence South 89 degrees 07 minutes 44 seconds West, a distance of 119.49 feet to the Point of Beginning; thence continue along the last described course, a distance of 142.15 feet; thence North 23 degrees 41 minutes 32 seconds East, a distance of 100.12 feet; thence Northeast 7 degrees 32 minutes 27 seconds East, a distance of 108.84 feet; thence South 04 degrees, 09 minutes 05 seconds West, a distance of 94.44 feet to the point of beginning.



20090730000293030 5/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT

EXHIBIT "B"
Lot 10A Perpetual Easement

Commence at the Northeast corner of Lot 1A of a Resurvey of Lot 9A and 10 of a Resurvey of Lot 9 of Bear Holler, Sector, 1, Map Book 38, Page 103 and Part of Lot 1, Bear Holler, Sector 2, Map Book 38, Page 76, and Lot 1 of Bear Holler, Sector 2, as in Map Book 41, Page 16, in the Office of the Judge of Probate of Shelby County, Alabama; thence South 00 degrees 52 minutes 38 seconds East, a distance of 704.64 feet to the point of beginning; thence South 00 degrees 53 minutes 22 seconds East, a distance of 119.49 feet; thence 04 degrees 09 minutes 05 seconds East, a distance of 94.44 feet; thence South 89 degrees 15 minutes 22 seconds East, a distance of 32.11 feet; thence North 80 degrees 52 minutes 17 seconds East, a distance of 79.92 feet to the point of beginning.


20090730000293030 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/30/2009 02:39:33 PM FILED/CERT