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20100415000114860 1/6 \$26.50
Shelby Cnty Judge of Probate, AL
04/15/2010 10:14:55 AM FILED/CERT

Prepared by and return to:
Donald E. Johnson, Esq.
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P.O. Box 55727
Birmingham, AL 35255-5727

Shelby County, AL 04/15/2010

State of Alabama

Deed Tax : \$.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made and entered into effective as of the 6th day of April 2010, by KITTRELL PROPERTIES, L.L.C., an Alabama limited liability company (the "Grantor"), and JILL K. MEYER, an Alabama resident (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a parcel of real property in Shelby County, Alabama, as more particularly described as Lot 1, according to the Final Plat Central State Bank Lot 1 as recorded in Map Book 23, Page 2 in the Probate Office of Shelby County, Alabama (the "Grantor's Property"); and

WHEREAS, Grantee is the owner in fee simple of a parcel of real property in Shelby County, Alabama, as more particularly described on Exhibit A (the "Grantee's Property"); and

WHEREAS, Grantee desires that Grantor grant to Grantee the right to use the existing 20 foot drainage and utility easement along a portion of the northern boundary of Grantor's Property as depicted on the Final Plat described above (the "Drainage Easement Area") for the purpose of storm water run-off and drainage, on the terms and conditions hereinafter set forth; and

WHEREAS, the Grantor is willing to grant the Grantee the use of such easement; and

WHEREAS, this Easement shall be recorded among the official probate records of Shelby County, Alabama.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, it is **HEREBY DECLARED AND AGREED** as follows:

1. Recitals.

The recitals set forth above are true and correct, and are incorporated herein by this reference.

2. Drainage Easement.

(a) The Grantor does hereby grant and convey unto the Grantee a limited, perpetual easement (the "Drainage Easement") under, over, through and across the Drainage Easement Area for the purposes and on the terms and conditions described in this instrument.

(b) The Drainage Easement has been granted to Grantee for the limited purpose of permitting the storm water run-off and drainage and any and all matters incident thereto from the Grantee's Property, together with the right to construct, operate and maintain within on the Drainage Easement Area such conduit, flumes, pipes, lines and other facilities as are necessary, proper or reasonable in connection with such drainage. Grantee shall have the right to make such modifications or improvements within the Drainage Easement Area as may be reasonably necessary to accomplish the purpose of this Easement. Grantee and her heirs and assigns shall have the express right to cut and remove and destroy all brush and trees within the Drainage Easement Area. The Drainage Easement includes a reasonable right of ingress and egress unto the Drainage Easement Area by Grantee and her heirs and assigns to enter and re-enter upon, to clear and keep clear of trash and other objects in the Drainage Easement Area for storm water run-off and drainage control purposes.

(c) The Grantee (and not the Grantor) shall be responsible for the entire cost and expense of installing, maintaining, replacing or repairing any conduit, flumes, pipes, lines or other facilities installed in the Drainage Easement Area by the Grantee, if any. Grantor shall have the right, but not the obligation, to maintain any such facilities or equipment installed by the Grantee; provided, Grantor shall have a right of reimbursement from Grantee related to any and all costs or expenses so incurred by Grantor; and provided further, that Grantor shall notify Grantee, in writing, of any such maintenance work required to be performed and Grantor's intent to perform such maintenance work, and shall allow Grantee a reasonable opportunity (not less than 60 days) to inspect the Drainage Easement Area and to perform the required maintenance work at Grantee's expense.

(d) The Drainage Easement is granted subject to all existing easements, restrictions, encumbrances, rights of way, and other matters of record affecting the Grantor's Property, including without limitation the Drainage Easement Area.

3. Reservation by Grantor.

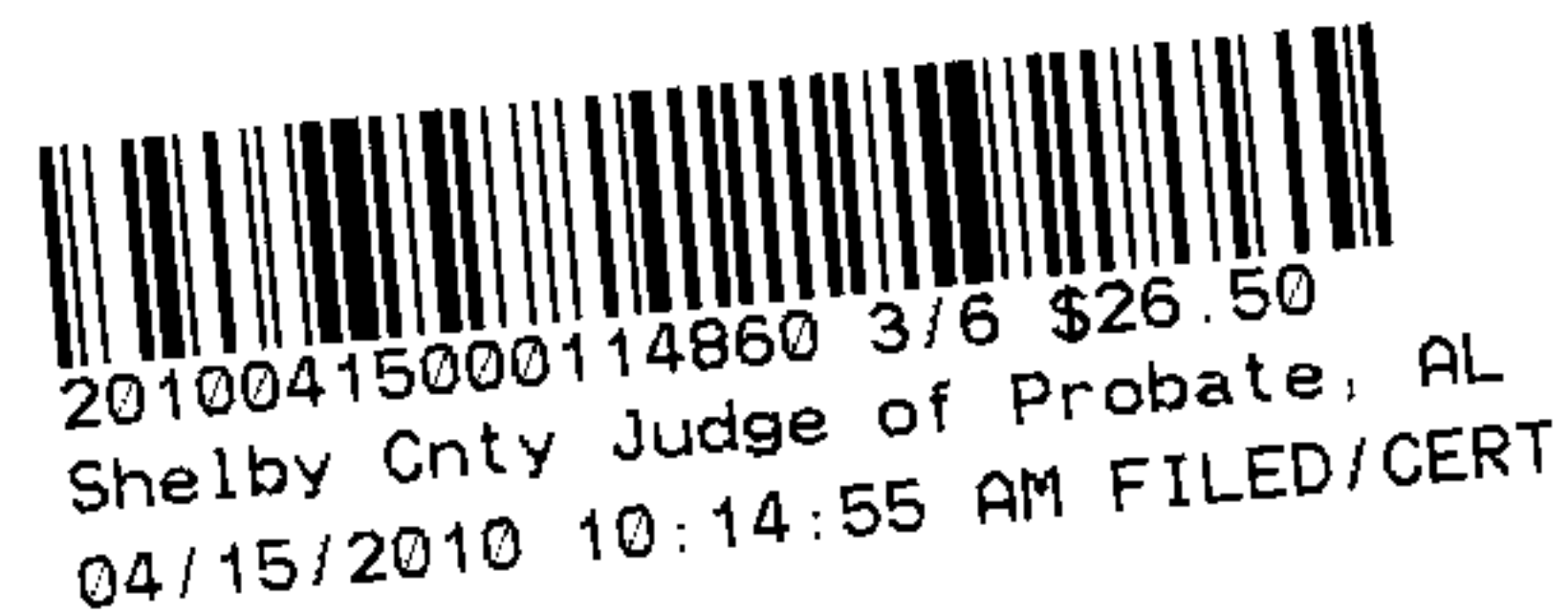
The Grantor reserves all rights in and to the Drainage Easement Area which are not inconsistent with the rights expressly granted to Grantee under this instrument. The Grantor also reserves the right, upon written notification to, and written approval of, the Grantee, to relocate or limit the Drainage Easement Area at any time and from time to time, provided that such relocation or limitation shall not reduce or impair the usefulness or function of the Drainage Easement as so relocated or limited. Grantor further reserves the right to subdivide the acreage of which the Drainage Easement Area is a part, from time to time, into one or more parcels, provided that any plats of record filed in connection with any such subdivision or subdivisions shall reflect the Drainage Easement thereon.

4. Covenants with the Land.

All rights, privileges, benefits and burdens created herein for the benefit of Grantee shall run with the land, attach in perpetuity appurtenant to the described parcel, and be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and any future owners of the real estate.

5. Violations and Enforcement.

The easements and respective rights and obligations created or granted under this Easement shall be enforceable by Grantor or Grantee, their respective heirs, successors and assigns, by injunction or by specific performance. In the event it becomes necessary to enforce any easement by institution of suit, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable costs and attorneys' fees, including reasonable costs and attorneys' fees in any appellate proceeding.



6. **Indemnity.**

Each party shall indemnify and hold the other harmless from any loss, damage, liability or expense, including reasonable attorney's fees and costs arising out of such party's exercise of its rights under this Easement or its failure to comply with its obligations hereunder.

7. **Captions.**

The captions included herein are for reference only and should not be used in construing any of the terms hereof.

8. **Entire Declaration.**

This instrument contains the entire declaration of Grantor and Grantee relating to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in similarly executed instruments shall be of any force or effect. No modification, alteration or amendment of this declaration shall be binding unless in writing and executed by Grantor and Grantee, or their respective legal representatives, successors or assigns.

9. **Alabama Law.**

This Easement shall be construed and enforced in accordance with the laws of the State of Alabama.

10. **Validity.**

If any provision contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall be valid and enforceable to the fullest extent permitted by law.

11. **Mortgagees' Consent.**

Grantor's lenders, Regions Bank and United States Small Business Administration, who presently hold mortgages encumbering the Grantor's Property, by its execution hereof, have consented to the terms and provisions of this Easement.

[Signature page to follow]



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IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers effective as of the date first above written.

GRANTOR

KITTRELL PROPERTIES, L.L.C.

By: Marcus Kittrell
 Marcus Kittrell
 Its Manager and Member

GRANTEE:

Jill K. Meyer
 Jill K. Meyer

STATE OF ALABAMA)
 COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Marcus Kittrell, whose name as Manager and Member of Kittrell Properties, L.L.C., 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, as such manager and 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 the 13th day of January, 2010.

[Signature] (SEAL)
 Notary Public
 My Commission Expires: MY COMMISSION EXPIRES AUGUST 12, 2010

STATE OF ALABAMA)
 COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jill K. Meyer, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5 day of JANUARY, 2010.

Sarah M. Lefebvre (SEAL)
 Notary Public
 My Commission Expires: 3/20/10

CONSENT OF MORTGAGEES

The undersigned REGIONS BANK and UNITED STATES SMALL BUSINESS ADMINISTRATION, who each presently hold a mortgage on the Grantor's Property, hereby execute this instrument, by and through their duly authorized officers, to acknowledge their consent to the terms of the foregoing Drainage Easement Agreement.

REGIONS BANK

By: [Signature]
Its: Vice President

UNITED STATES SMALL BUSINESS ADMINISTRATION

By: Don Schuneman
Its: SLO

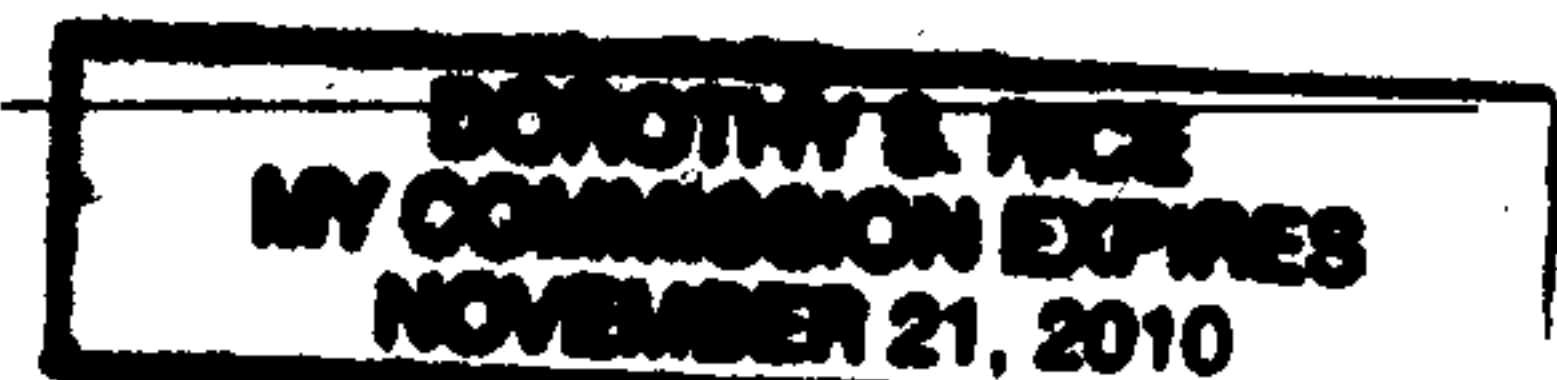
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that [Signature], whose name as Vice President of Regions 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation

Given under my hand and seal this the 25 day of January, 2010.

[Signature] (SEAL)
Notary Public
My Commission Expires: _____

Arkansas
STATE OF ~~ALABAMA~~)
COUNTY OF Pulaski)



I, the undersigned, a Notary Public in and for said County and State, hereby certify that Don Schuneman, whose name as SLO of United States Small Business Administration, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation

Given under my hand and seal this the 10 day of March, 2010.

[Signature] (SEAL)
Notary Public
My Commission Expires: _____

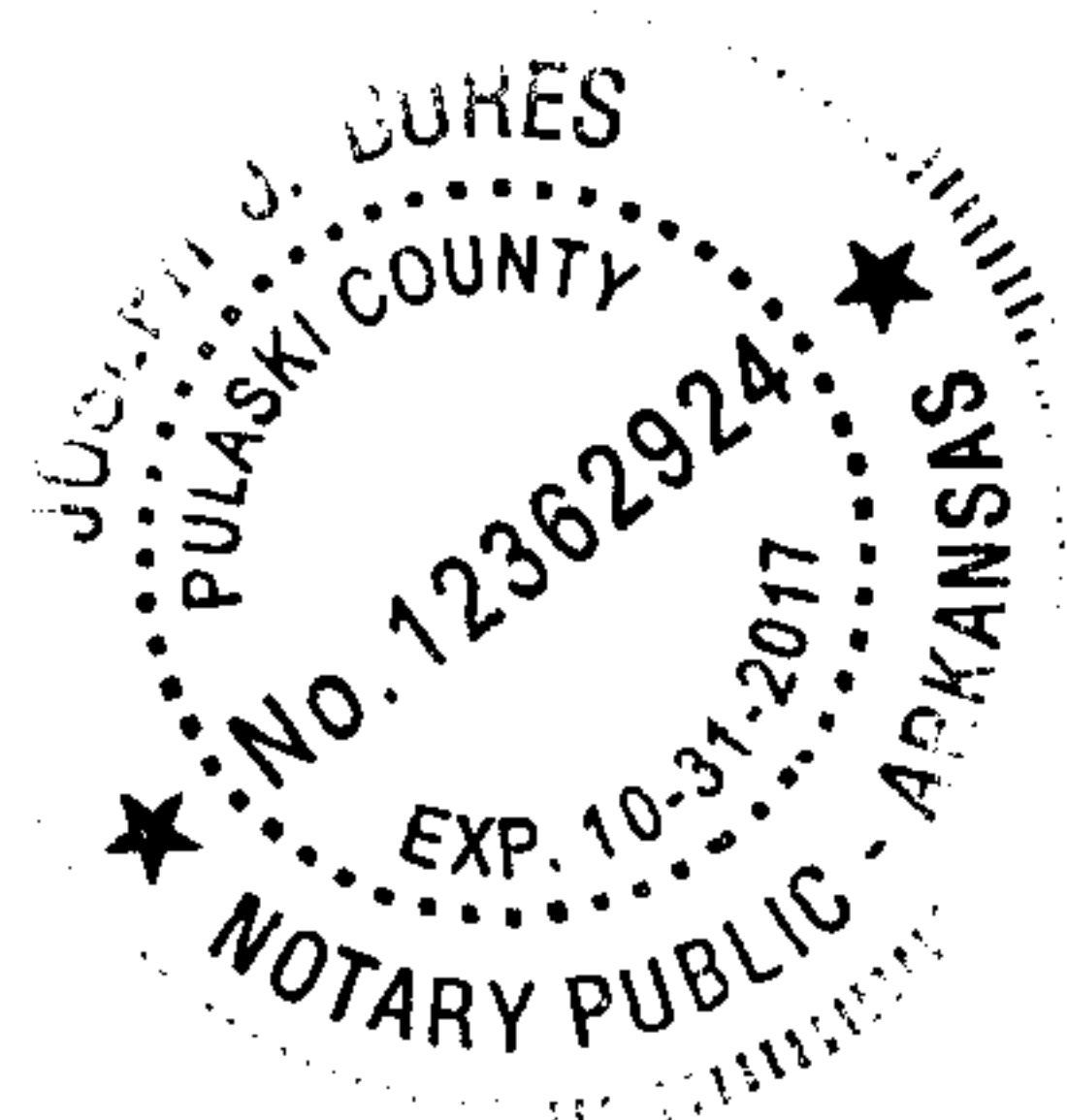


EXHIBIT A

Grantee's Property


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Parcel I:

Commence at the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, thence run North $85^{\circ} 17'$ East 66.0 feet, thence run South 18° East 323 feet to the point of beginning, thence run South 89° West 369 feet (deed) (367.81 feet measured) to a point on the East right of way of U.S. Highway 31, thence South 18° East 105 feet (deed) South $18^{\circ} 13' 41''$ East (105.31 feet measured) along said right of way, thence run North 89° East 369 feet (deed) North $88^{\circ} 58' 25''$ East (368.51 feet measured), thence run North 18° West 105 feet (deed) North $18^{\circ} 37' 13''$ West (103.35 feet measured) to the point of beginning.

Parcel II:

Commence at the NW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West; thence East along the North line a distance of 66.0 feet; thence turn right $76^{\circ} 29'$ more or less and run southeasterly a distance of 211.0 feet to the point of beginning; thence continue along the last described course, a distance of 111.73 feet; thence turn right $106^{\circ} 5' 3''$, a distance of 166.25 feet; thence turn right $91^{\circ} 7' 32''$, a distance of 108.44 feet; thence turn right $89^{\circ} 20' 5''$, a distance of 133.77 feet to the point of beginning.

Parcels situated in Shelby County, Alabama.