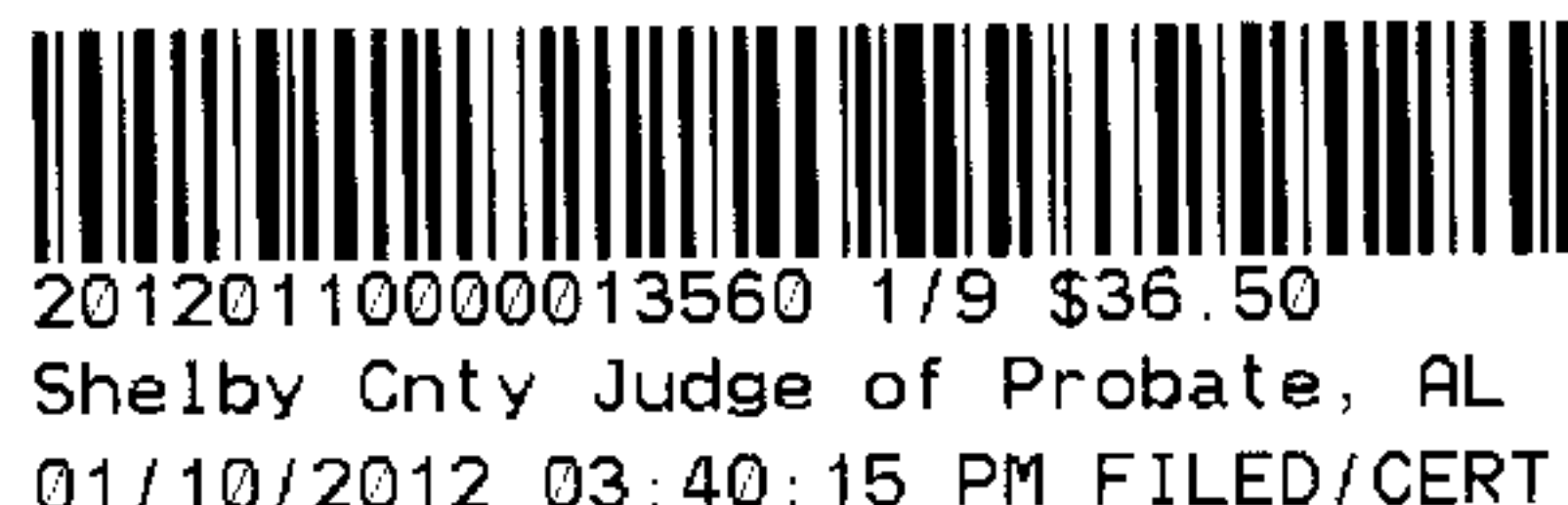


\$500.

STATE OF ALABAMA )  
COUNTY OF SHELBY )



**EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AND AGREEMENT  
REGARDING RESTRICTIVE COVENANT**

**THIS EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AND AGREEMENT REGARDING RESTRICTIVE COVENANT** (this "Easement") is made as of this 7th day of November, 2011, by **LARRY D. FARR** and **JO RAY FARR**, husband and wife, (collectively, whether one or more, the "Grantor") in favor of **JAMES DENNEY** and **TRECIA DENNEY** (collectively, whether one or more, the "Grantee").

**RECITALS**

A. Grantor is the owner of certain real estate located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof (together with the "Easement Area" hereinafter described, the "Grantor Property");

B. Grantee has contracted to acquire from the current owner that certain real estate located in Shelby County, Alabama, more particularly described in Exhibit B attached hereto and made a part hereof (the "Grantee Property");

C. The Grantor Property and the Grantee Property are contiguous, and there currently exists a partially paved road across the Grantor Property from County Road 77 to the Grantee Property, a portion of which is commonly referred to as "Crumpton Cemetery Road" in the approximate location shown on that certain drawing attached hereto as Exhibit C (the entire road from County Road 77 to the Grantee Property being referred to herein as the "Access Road");

D. The Grantor Property and Grantee Property are subject to that certain Restrictive Covenant declared by Grantor and recorded with the Judge of Probate of Shelby County, Alabama as Instrument 20050208000063170 (the "Restrictive Covenant") which provides, in part, that the Grantor Property and Grantee Property may not be subdivided (by conveyance or formal subdivision process) into parcels less than twenty (20) acres (the "Acreage Requirement");

E. This Easement is a condition precedent to Grantee's closing on the purchase of the Grantee Property, and Grantor and Grantee desire to enter into this Easement to confirm the right of Grantee to use the Access Road for the purposes set forth herein and to amend the Restrictive Covenant to reduce the Acreage Requirement applicable to the Grantee Property;

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. **Grant of Easement.** Grantor hereby declares, grants, bargains, sells, conveys and establishes to and for the benefit of the Grantee, Grantee's heirs, successors and assigns, and the



Grantee Property a perpetual non-exclusive easement and right of way (the "Easement") for pedestrian, equestrian and vehicular ingress and egress and utilities over, across, and under the Access Road, together with adjacent property of no more than five feet on either side of the Access Road to the extent necessary to carry out the rights and entitlements provided herein (collectively, the "Easement Area"). Grantor and/or Grantee shall each be entitled (but not obligated) to improve the Easement Area and/or Access Road at any time and from time to time by grading the same, installing ditches for drainage and/or resurfacing the Access Road; provided (i) such improvements must all be contained within the Easement Area; and (ii) any and all such improvements shall be at the sole cost and expense of the party performing such improvements. Any such improvements shall be conducted and completed in a manner designed to minimize any inconvenience to the parties' mutual enjoyment of the benefits to be afforded by this Easement and the parties hereby agree to cooperate in good faith to provide reasonable alternative access in an area adjacent to the Easement Area to the extent necessary to permit continued ingress, egress and service to and from the Grantee Property during the performance of such improvements. In the event any utilities are located within the Easement Area at the time of any such improvements, the party performing such improvements shall exercise due care in avoiding any disruption in such service and agree to immediately repair and/or replace any utility improvements damaged in connection with such improvements.

2. **Relocation.**

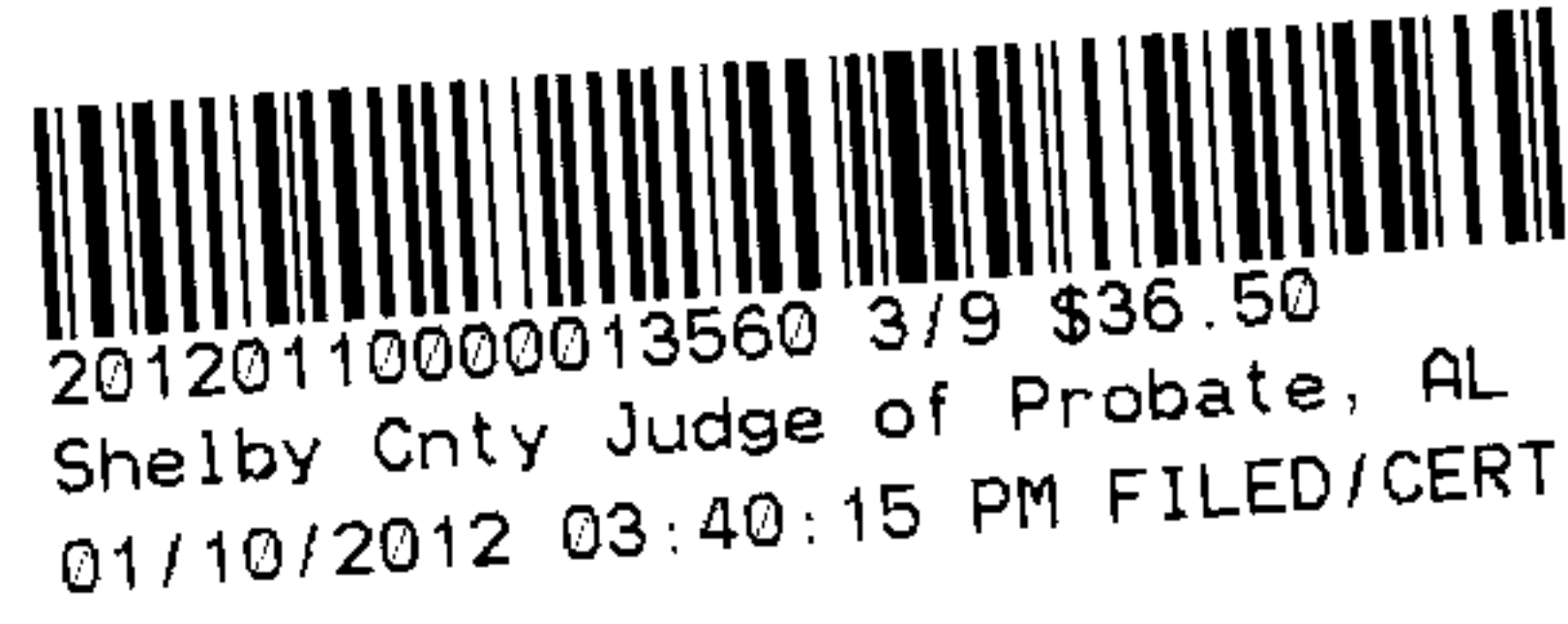
(i) **Extension of Access Road/Utilities.** Grantee hereby agrees to promptly commence and diligently proceed to completion on or before June 30, 2012, an extension of the Access Road to a point on the boundary of the Grantee Property within the location identified on Exhibit C as the "New Access Road Location". Grantee further agrees that from and after the date of the completion of the extension of the Access Road to a point within the New Access Road Location, (i) such extension shall replace that portion of the Access Road identified as the Old Access Road Location as a means of ingress and egress to and from the Grantee Property and (ii) that portion of the Access Road identified as the Old Access Road Location shall be abandoned for purposes of ingress and egress. Notwithstanding the foregoing Grantor and Grantee hereby agree that all utilities currently serving the Grantee Property may remain in their current location and Grantor hereby confirms and grants and easement to permit such location, together with Grantee's right to access such utilities for purposes of maintenance, repair and/or replacement.

(ii) **Relocation Based on Development.** The Grantee hereby agrees that Grantor shall be entitled to the one-time relocation of the Easement Area in connection with the subdivision of the Grantor Property; provided, however, (i) any such relocation shall be done at Grantor's expense and with no disruption of access and/or utilities to the Grantee Property during such relocation, (ii) any such relocated Easement Area shall provide reasonably equivalent access to and from Highway 77 and the Grantee Property in terms of time to traverse, convenience, improvement and length, and (iii) any utilities located within the Easement Area serving the Grantee shall also be moved at Grantor's expense and shall not be accompanied by a disruption in existing utility service to the Grantee Property.

3. **Restrictive Covenant.** Grantor and Grantee hereby agree that the Grantee Property shall be excluded from the Acreage Requirement; provided, however, Grantee agrees that it will not

further subdivide (by either conveyance or formal subdivision process) the Grantee Property after the date hereof.

4. **Right of Successors.** The easement created in this Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.





IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed as of the day and year first above written.

**GRANTOR:**

Larry D. Farr  
LARRY D. FARR

Jo Ray Farr  
JO RAY FARR

STATE OF ALABAMA     )  
COUNTY OF SHELBY     )

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

Given under my hand and seal, this 7<sup>th</sup> day of November, 2011.

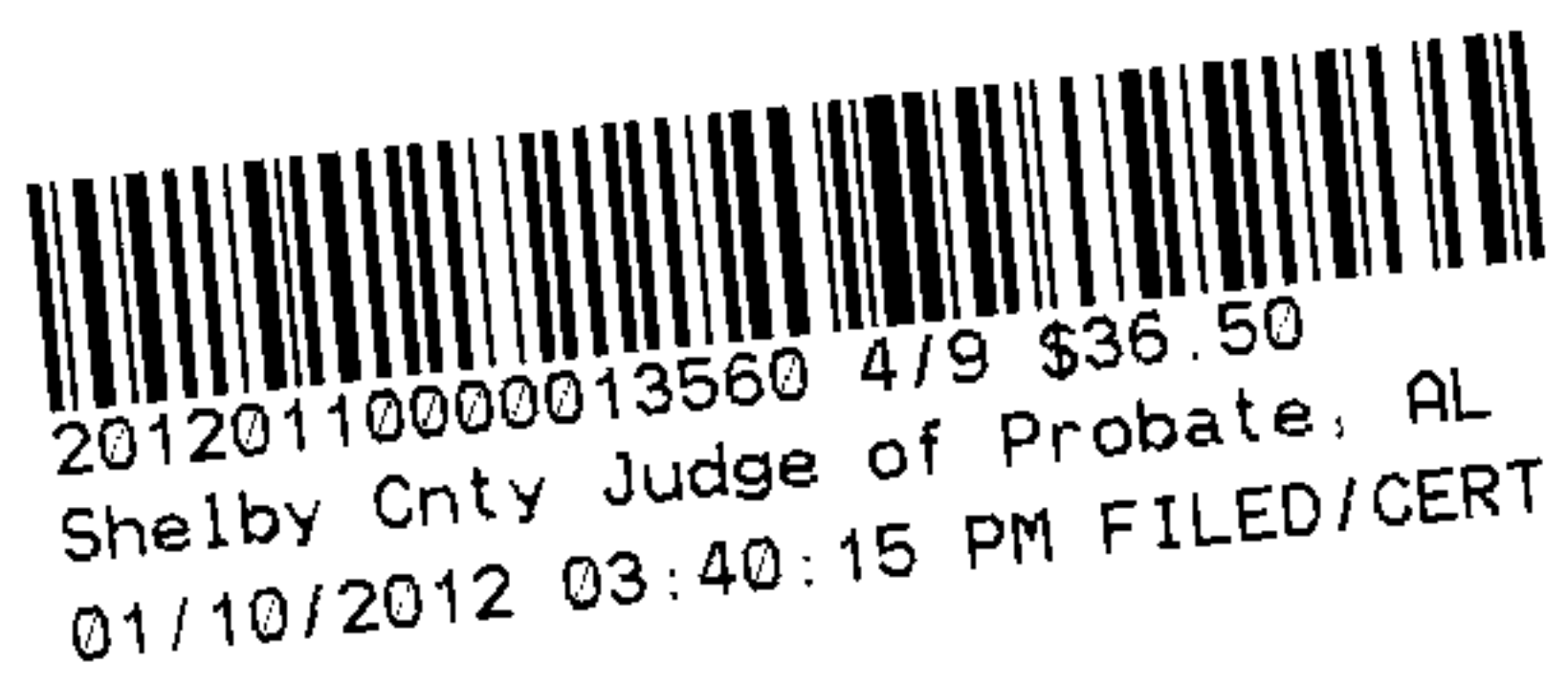
Hullen R. Jenter  
NOTARY PUBLIC  
My Commission Expires: 9/12/15

STATE OF ALABAMA     )  
COUNTY OF SHELBY     )

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

Given under my hand and seal, this 7<sup>th</sup> day of November, 2011.

Hullen R. Jenter  
NOTARY PUBLIC  
My Commission Expires: 9/12/15



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**GRANTEE:**

James Denney  
**JAMES DENNEY**

Trecia Denney  
**TRECIA DENNEY**

STATE OF ALABAMA )

COUNTY OF SHELBY )

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

Given under my hand and seal, this 7<sup>th</sup> day of November, 2011.

Mullen R. Justice  
NOTARY PUBLIC  
My Commission Expires: 9/12/15

STATE OF ALABAMA )

COUNTY OF SHELBY )

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

Given under my hand and seal, this 7<sup>th</sup> day of November, 2011.

Mullen R. Justice  
NOTARY PUBLIC  
My Commission Expires: 9/12/15

This Instrument Prepared By: Damon P. Denney, Esq., Burr & Forman LLP, 420 North 20<sup>th</sup> Street, Suite 3400, Birmingham, Alabama 35203.

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE GRANTOR PROPERTY**

A parcel of land in the Southeast quarter of the Northwest quarter of Section 27, Township 21 South, Range 1 East. Said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of the Northwest quarter of said section 27; thence S 89° 44' 09" E, along the South line of said sixteenth section, a distance of 351.99 feet to a 1/2" rebar set, at the point of beginning; thence S 89° 44' 09" E, along the South line of said sixteenth section, a distance of 501.66 feet to a point; thence N 00° 15' 51" E, a distance of 856.25 feet, to a point on the 397' contour of Lay Lake; thence along the 397' contour of Lay Lake the following courses: S 78° 07' 02" W, a distance of 66.75 feet, S 78° 49' 25" W, a distance of 87.00 feet, N 72° 18' 28" W, a distance of 97.92 feet, N 86° 33' 16" W, a distance of 165.05 feet, N 23° 21' 04" W, a distance of 157.75 feet, N 49° 33' 04" W, a distance of 38.90 feet; thence S 00° 15' 51" W, a distance of 1032.07 feet to the point of beginning. The herein described parcel contains 10.0 acres of land.

together with that portion of other real property owned by Grantors (being Tax Parcel 208270000026.000 and Tax Parcel 208280000019.000) over which the Access Road and the "New Access Road Location" are located from the Grantee Property to Highway 77



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**EXHIBIT B**

**LEGAL DESCRIPTION OF THE GRANTEE PROPERTY**



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A parcel of land in the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of section 27, township 21 South, range 1 East, being a part of the same land described in a deed to Larry D. and Jo ray Farr, recorded in instrument number 1998-0515, of real property records of Shelby county, Alabama. said parcel of land being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of the Northwest quarter of said section 27;

thence South 89 degrees 44 minutes 09 seconds East, along the South line of said sixteenth section, a distance of 853.65 feet to the point of beginning;

Thence South 89 degrees 44 minutes 09 seconds East along the South line of said sixteenth section, a distance of 314.81 feet to a 1/2" rebar set;

Thence North 64 degrees 50 minutes 22 seconds East, a distance of 280.21 feet, to a point of the 397' contour of lay lake;

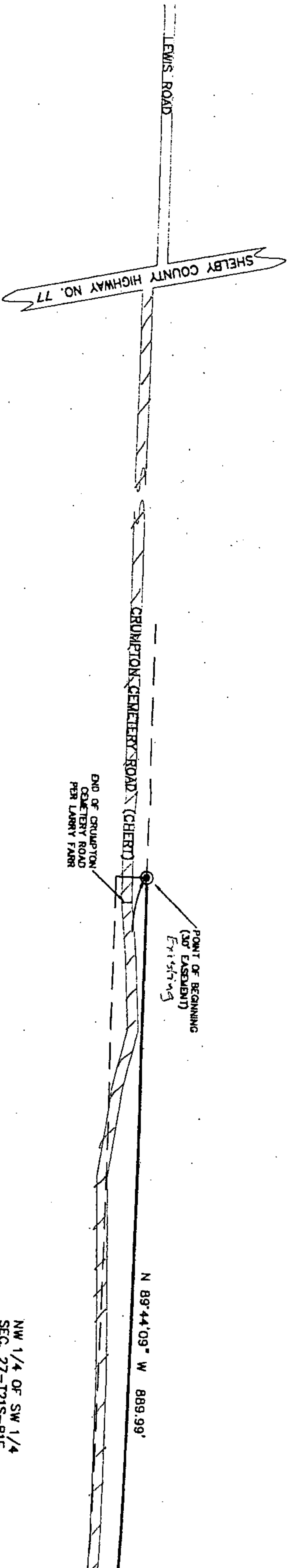
Thence along the 397" contour of lay lake the following courses:

North 46 degrees 02 minutes 07 seconds West, a distance of 28.15 feet, North 27 degrees 09 minutes 09 seconds West, a distance of 44.95 feet. North 10 degrees 52 minutes 17 seconds West, a distance of 504.78 feet, North 25 degrees 42 minutes 15 seconds West, a distance of 372.02 feet, North 88 degrees 03 minutes 34 seconds West, a distance of 234.35 feet. South 08 degrees 11 minutes 03 seconds West, a distance of 160.35 feet, South 78 degrees 07 minutes 02 seconds West, a distance of 10.33 feet,

Thence South 00 degrees 15 minutes 51 seconds West, a distance of 856.25 feet to the point of beginning.

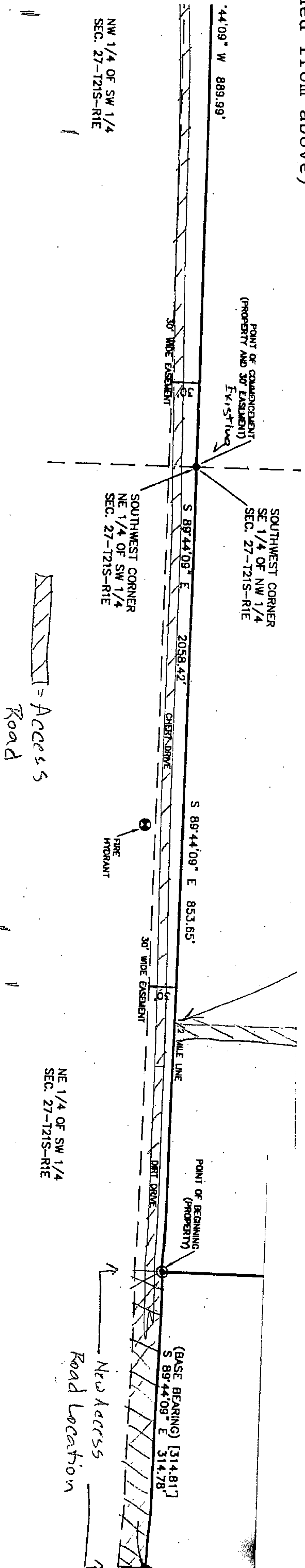
EXHIBIT C

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(cont below)

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EXHIBIT C (continued)

(A-XXXX) XXXXX XXXXXXXX 11-XXX  
(A-6440-1) Jones + Tree's Dmsy



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