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STATE OF ALABAMA     )  
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COUNTY OF SHELBY     )

  
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Shelby Cnty Judge of Probate, AL  
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UTILITY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 22 day of May, 2012, by and between DEBRA D. FISHBURNE GST EXEMPT TRUST ("Grantor"), and DEBRA D. FISHBURNE ("Grantee").

R E C I T A L S:

Grantee is the owner of certain real property (the "Grantee's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a permanent, perpetual and exclusive easement over, across, through, upon and under that certain real property (the "Easement Property") owned by Grantor which is more particularly described in Exhibit B attached hereto and incorporated herein by reference, for the purposes and on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.     Grant of Easement.

- (a)     Grantor does hereby grant to Grantee, her heirs, executors, administrators, personal representatives, successors and assigns, forever, a permanent, perpetual and non-exclusive easement over, across, through, upon, and under the Easement Property for the purpose of constructing, installing, erecting, replacing, relocating, maintaining and operating underground utility lines within the Easement Property to serve one (1) single-family residence and associated buildings and structures to be constructed on the Grantee's Property.
- (b)     The easement granted herein shall be (i) used by Grantee, her heirs, executors, successors and assigns, solely for one (1) single-family residence and associated buildings and structures to be constructed on Grantee's Property; (ii) and is a covenant running with the land; and (iii) binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, personal representatives, successors and assigns.

2.     Construction and Maintenance of Utility Lines

Shelby County, AL 09/05/2012  
State of Alabama  
Deed Tax: \$.50

- (a) Grantee shall, at her sole cost and expense, be responsible for constructing, installing and, to the extent necessary, replacing, all utility lines necessary or required to provide utility service to one (1) single-family residence and associated buildings and structures to be constructed on the Grantee's Property. Furthermore, Grantee shall, at its sole cost and expense, be responsible for maintaining and repairing all utility lines in a good and workmanlike manner and in accordance with all applicable federal, state, county and local governmental rules, regulations and requirements.
- (b) Grantee shall also be responsible, at her sole cost and expense, for (i) obtaining all licenses and permits and otherwise satisfying all requirements and regulations of the County and all other applicable governmental authorities in connection with the construction, installation, maintenance, repair and use of the utility lines, (ii) obtaining all necessary commitments, contracts and agreements from or with the proper parties to obtain utility service for one (1) single-family residence and associated buildings and structures to be constructed on Grantee's Property and (iii) paying any and all costs and expenses to the County or any other applicable governmental agency in connection with obtaining utility service for one (1) single-family residence and associated buildings and structures to be constructed on Grantee's Property including, without limitation, all applicable tap fees, demand, use and service charges and any other costs and expenses charged for such utility usage.

3. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties hereto and may be amended and modified only upon the written consent of (i) Grantors or the then record owner of the Easement Property and (ii) Grantee or the then record owner of the Grantee's Property.
- (b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.
- (c) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- (e) If any provisions of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances



other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

DEBRA D. FISHBURNE, GST EXEMPT  
TRUST

By: Debra D. Fishburne  
Debra D. Fishburne, Trustee

GRANTEE:

Debra D. Fishburne  
Debra D. Fishburne



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STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Debra D. Fishburne, as Trustee of the DEBRA D. FISHBURNE GST EXEMPT TRUST, 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 said instrument, she executed the same voluntarily in her capacity as Trustee, on the day the same bears date.

Given under my hand and official seal, this the 2nd day of May, 2012.

Debra D. Fishburne  
NOTARY PUBLIC  
My Commission Expires April 26, 2013

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Debra D. Fishburne, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my head and official seal, this the 2nd day of May, 2012.

Debra D. Fishburne  
NOTARY PUBLIC  
My Commission Expires April 26, 2013




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## EXHIBIT A

A Parcel of Land known as Lot 5, Dickson Family Subdivision and situated in the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Southwest corner of said Section 22; thence run N 00 degrees 02 minutes 28 seconds W along the West line of said Section 22 for a distance of 407.86 feet to an iron pin set; thence run N 89 degrees 18 minutes 36 seconds E for a distance of 663.05 feet to an iron pin found at the point of beginning; thence continue along last stated bearing for a distance of 335.00 to an iron pin set ; thence run S 34 degrees 37minutes 54 seconds E for a distance of 482.01 feet to an iron pin found ; thence run S 88 degrees 57 minutes 06 seconds W for a distance of 610.80 feet to an iron pin set; thence run N 00 degrees 15 minutes 17 seconds E for a distance of 403.75 feet to the point of beginning. Said parcel containing 4.3676 acres, more or less.




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## EXHIBIT B

A utility easement from Lot 2 to Lot 5 Dickson Family Subdivision being situated in the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Southwest corner of said Section 22; thence run N 00 degrees 02 minutes 28 seconds W along the West line of said Section 22 for a distance of 407.86 feet to an iron pin set at the point of beginning ; thence run N 89 degrees 18 minutes 36 seconds E for a distance of 663.05 feet to a point; thence run S 00 degrees 15 minutes 17 seconds W for a distance of 12.5 feet; thence run S 89 degrees 18 minutes 36 seconds W for a distance of 662.98 feet to a point; thence run N 00 degrees 02 minutes 28 seconds W for a distance of 12.5' to the point of beginning.

  
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