


\$500.00

This instrument was prepared by:

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Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35253

Shelby County, AL 05/28/2014
State of Alabama
Deed Tax: \$.50

STATE OF ALABAMA)
SHELBY COUNTY)


20140528000160820 1/7 \$32.50
Shelby Cnty Judge of Probate, AL
05/28/2014 01:17:38 PM FILED/CERT

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** is made and entered into as of the 26th day of September, 2012, by and among **Mobley Development, Inc.**, an Alabama corporation (**“Developer”**), **DAL Properties, LLC**, an Alabama limited liability company (**“Builder”**), **Steven H. Jordan and Linda C. Jordan**, husband and wife, **Cynthia D. Blackwell**, an unmarried individual, and **Tiffany J. Westfall and Edward P. Warren**, wife and husband (**collectively the “Owners”**);

WHEREAS, Each Owner is the owner of the following described real estate situated in Shelby County, Alabama:

Steven H. Jordan and Linda C. Jordan: Lot 1656, according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, in the Probate Office of Shelby County, Alabama;

Cynthia D. Blackwell: Lot 1655, according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, in the Probate Office of Shelby County, Alabama;

Tiffany J. Westfall and Edward P. Warren: Lot 1654, according to the Survey of Strathaven at Ballantrae, Phase 3, as recorded in Map Book 41, Page 144, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Developer, Builder and Owners have agreed that Developer and Builder shall install certain Drainage Improvements as depicted on Exhibit A attached hereto, and that the parties

grant certain easements related to the installation, maintenance and repair of such Drainage Improvements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Developer and Owners hereby agree as follows:

1. Owners hereby grant to Developer and Builder a temporary construction easement over and across the property of Owners for the installation of the Drainage Improvements, such temporary construction easement to consist of a ten foot (10') wide easement running along the course of and five feet (5') from the center line of the Drainage Improvements (the "Easement Area").

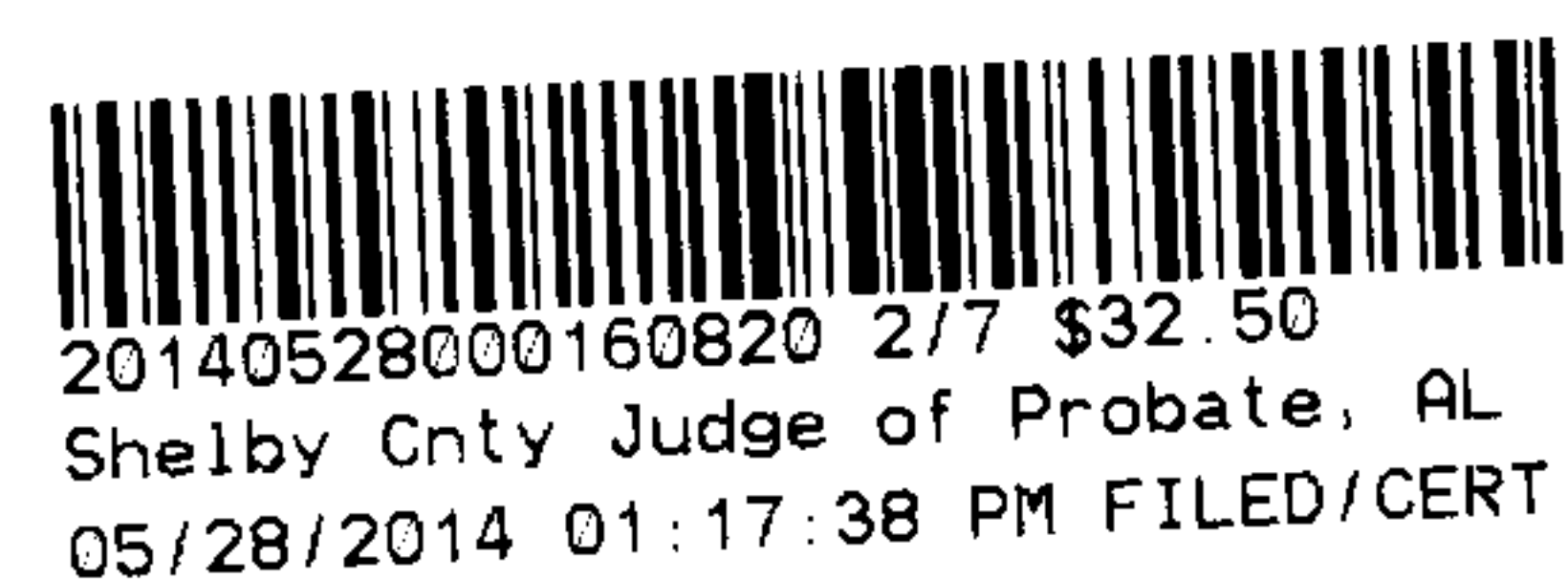
2. The temporary construction easement shall terminate upon the completion and acceptance by Owners of the Drainage Improvements, each Owner to own that portion of the Drainage Improvements located on their respective property. The temporary construction easement shall terminate in any event on February 25, 2013, unless extended by amendment to this Agreement signed by all parties.

3. Developer and Builder shall install the Drainage Improvements in accordance with the plans attached hereto as Exhibit A, at the sole cost and expense of Developer.

4. Each Owner agrees to maintain and repair that portion of the Drainage Improvements located on such Owner's respective property.

5. Each Owner grants to each other Owner an easement for drainage through the Drainage Improvements. Each Owner further grants to each other Owner an easement over and across the Easement Area to maintain and repair any portion of the Drainage Improvements, following notice to the Owner on whose property the repairs are required.

6. The Drainage Improvements will discharge water onto property owned by Developer, and Developer agrees to release, hold harmless and indemnify each Owner from any demand,



liability or claim of any party relating to or arising out of the discharge of water from the Drainage Improvements.

7. The easement rights granted hereunder are permanent and shall run with the land.

IN WITNESS WHEREOF, the undersigned Developer, Builder and Owners have executed this instrument as of the 26th day of September, 2012.

DEVELOPER:

Mobley Development, Inc.

By: *J. Steven Mobley*
J. Steven Mobley, President

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that J. Steven Mobley, whose name as President of Mobley Development, Inc., a corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily as the act of such Corporation on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.

Linda H. Roberts
Notary Public
My Commission Expires: 3-29-13



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BUILDER:

DAL Properties, LLC

By: [Signature]
Timothy Dallon Ruch, Sole Member

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Timothy Dallon Ruch, whose name as Sole Member of DAL Properties, LLC, a limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily as the act of such Company on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OWNERS:

[Signature]
Steven H. Jordan

[Signature]
Linda C. Jordan

[Signature]
Cynthia D. Blackwell

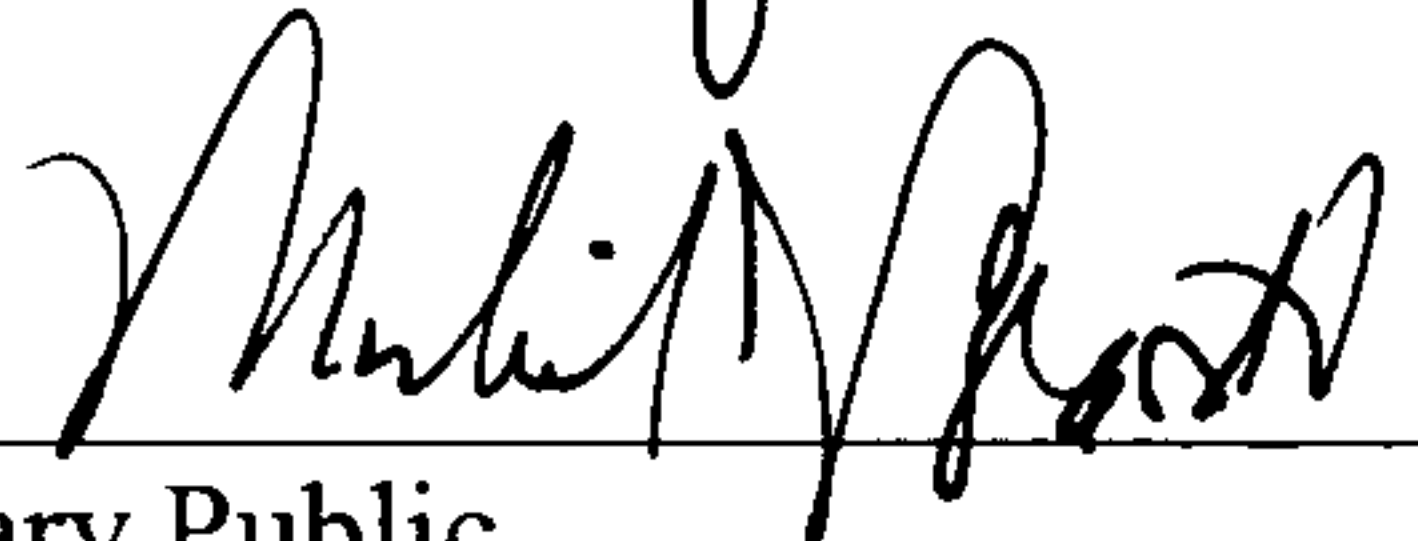
[Signature]
Tiffany J. Westfall

[Signature]
Edward P. Warren

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Steven H. Jordan, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.



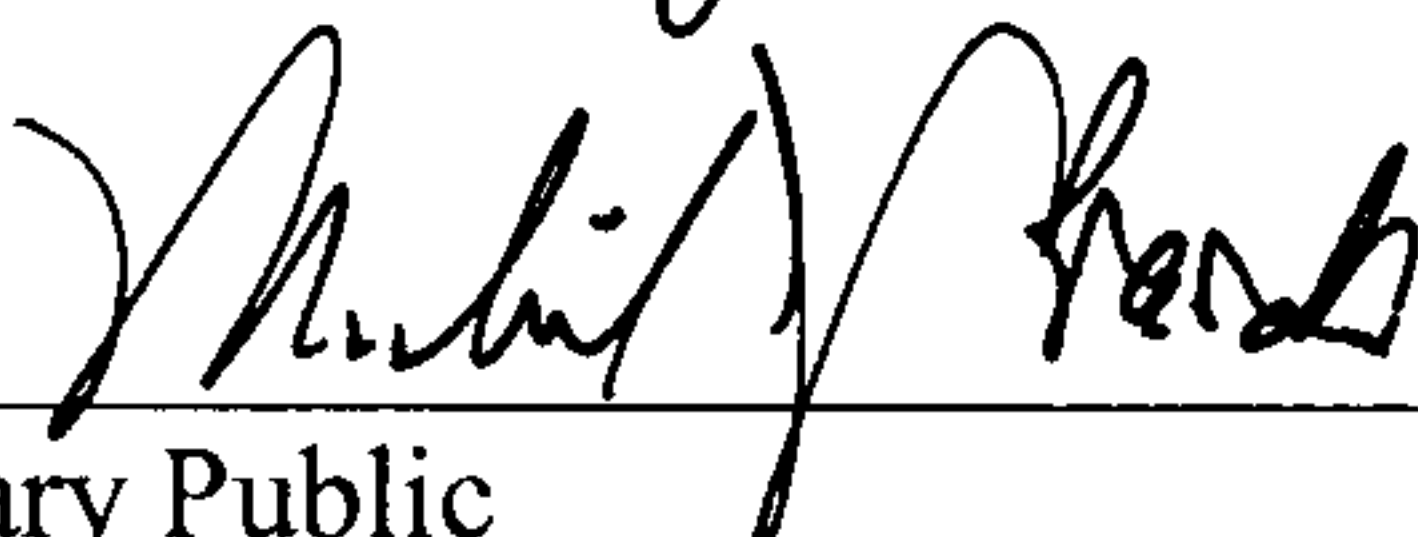
Notary Public
My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Linda C. Jordan, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.



Notary Public
My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2015
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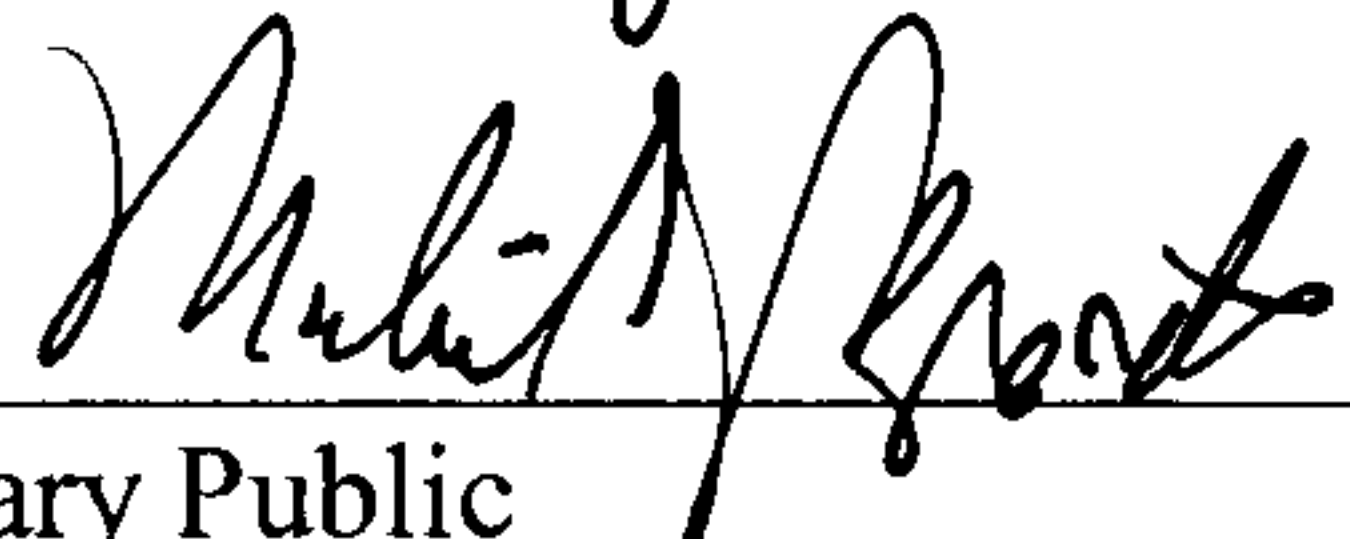


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Cynthia D. Blackwell, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.

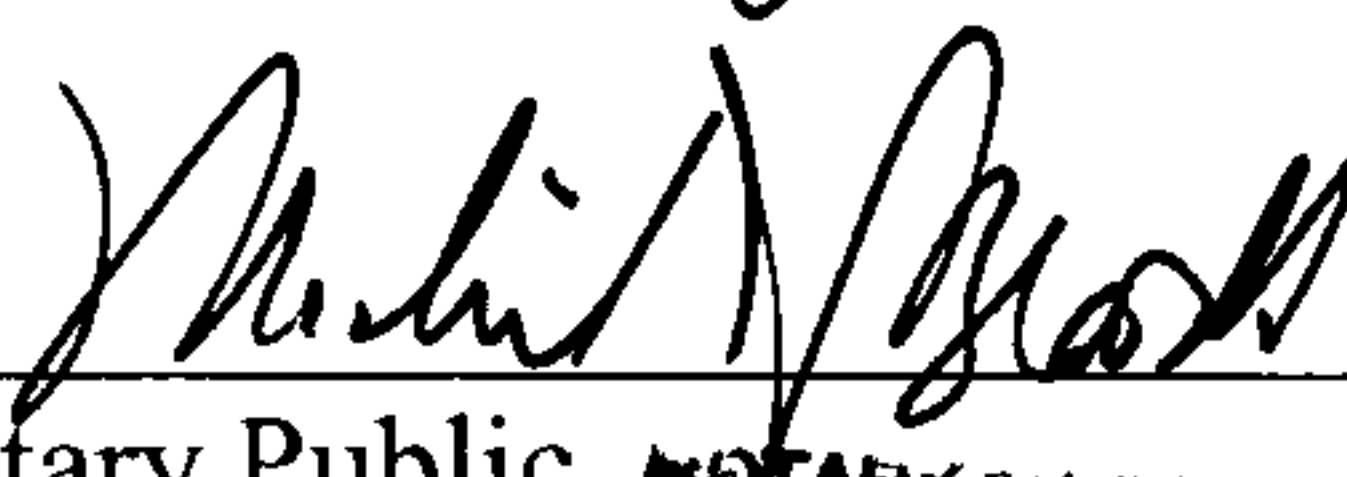


Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2015
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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Tiffany J. Westfall, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.

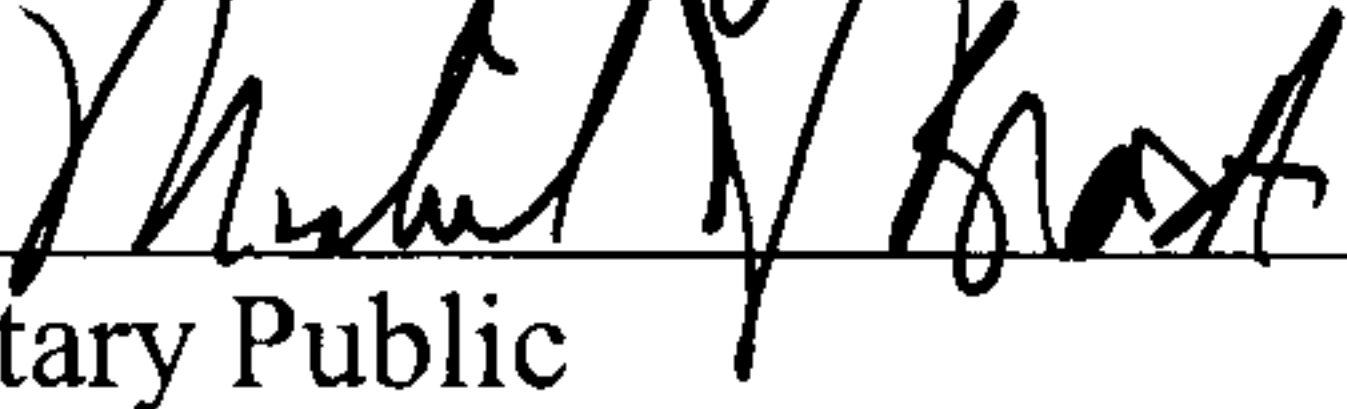


Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
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BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Edward P. Warren, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 26th day of September, 2012.



Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2015
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