

STATE OF ALABAMA)

COUNTY OF SHELBY)

WATER PIPELINE EASEMENT AND MAINTENANCE AGREEMENT

This Water Pipeline Easement Agreement ("Agreement"), made effective as of the 18th day of July, 2014 ("Effective Date"), is made by and between SHELBY INVESTMENTS, LLC, a Georgia limited liability company (herein sometimes called "GRANTOR", as party of the first part) and BRYAN DALE GAMBLE (herein sometimes called "GRANTEE", as party of the second part).

AGREEMENTS:

NOW THEREFORE, in consideration of the conveyance executed on this date and simultaneously herewith by and between Shelby Investments, LLC and Bryan Dale Gamble, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties hereby covenant and agree as follows:

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real property located within Shelby County, Alabama, and being more particularly described hereinbelow:

Lot 1, according to Gamble's Survey, as recorded in Map Book 37, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the Grantee is the owner of certain real property located within Shelby County, Alabama, and being more particularly described hereinbelow:

Lot 2, according to Gamble's Survey, as recorded in Map Book 37, Page 144, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, there currently exists a Water Service Line (herein referred to as the "Easement") located on, under and across portions of the above described real property owned by the Grantor; and

WHEREAS, both parties mutually agree that said existing water line shall remain in its current location and the Grantee, his successors and or assigns agree to assume full liability and responsibility for repairs and maintenance of the existing water line and that the Grantee shall have an easement for repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as an easement for ingress and egress across the real property owned by the Grantor, its successors and assigns in order to access and use the Easement so long as the waterline is in use by the Grantee as provided herein; and

WHEREAS, both parties mutually agree that if said existing water line is relocated across the aforesaid Lot 1, the Grantor, its successor and assigns shall be fully responsible for cost of

Shelby County, AL 07/21/2014
State of Alabama
Deed Tax: \$.50

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the Easement, including construction, installation, operation, connection to, disconnection from of such facilities that are located on, under and across Lot 1 only.


It is further mutually understood and agreed by and between the Parties hereto as follows:

1. The Grantor especially reserves the use and enjoyment of the premises described herein but such use and enjoyment shall be in such manner as not unreasonable to interfere with the use thereof by the Grantee, his successors or assigns, under the grant herein set forth.
2. Prior to the commencement of any work or activities pursuant to this Agreement, Grantee shall obtain any and all permits, if any, required to undertake the work and activities associated with such work.
3. All work shall be undertaken in a manner that reasonably minimizes and causes the least amount of disturbance to the property of the Grantor.
4. All Work shall be done in a professional, workmanlike manner.
5. Grantee, at its sole cost and expense, shall be responsible for promptly repairing and restoring all portions of the Grantor's property, whether improved or unimproved, disturbed by Grantee in connection with the undertaking of the work, to the condition existing prior to such disturbance.
6. Grantee shall pay all costs incurred to construct, install, operate, maintain and repair the improvements within the easement area.
7. If the Grantee, his successors or assigns, should permanently abandon the use of said Easement for all the purposes stated then the easement herein granted and all right incident thereto shall terminate and revert to the Grantor without further action by the Grantor.
8. This Agreement is granted subject to all prior encumbrances and other matters of record, burdening and affecting the property.
9. Grantee is not and shall not be construed as the agent of Grantor in contracting for any improvements to the Easement, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Easement or any other property of Grantor, except for Grantee's easement rights hereunder.
10. This Agreement shall run with the land.
11. Except as expressly set forth herein, nothing contained herein shall be construed as creating any rights in any third persons or parties. Nothing contained herein shall be interpreted or construed to create a public dedication of the Easement. It is understood and agreed that this Agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

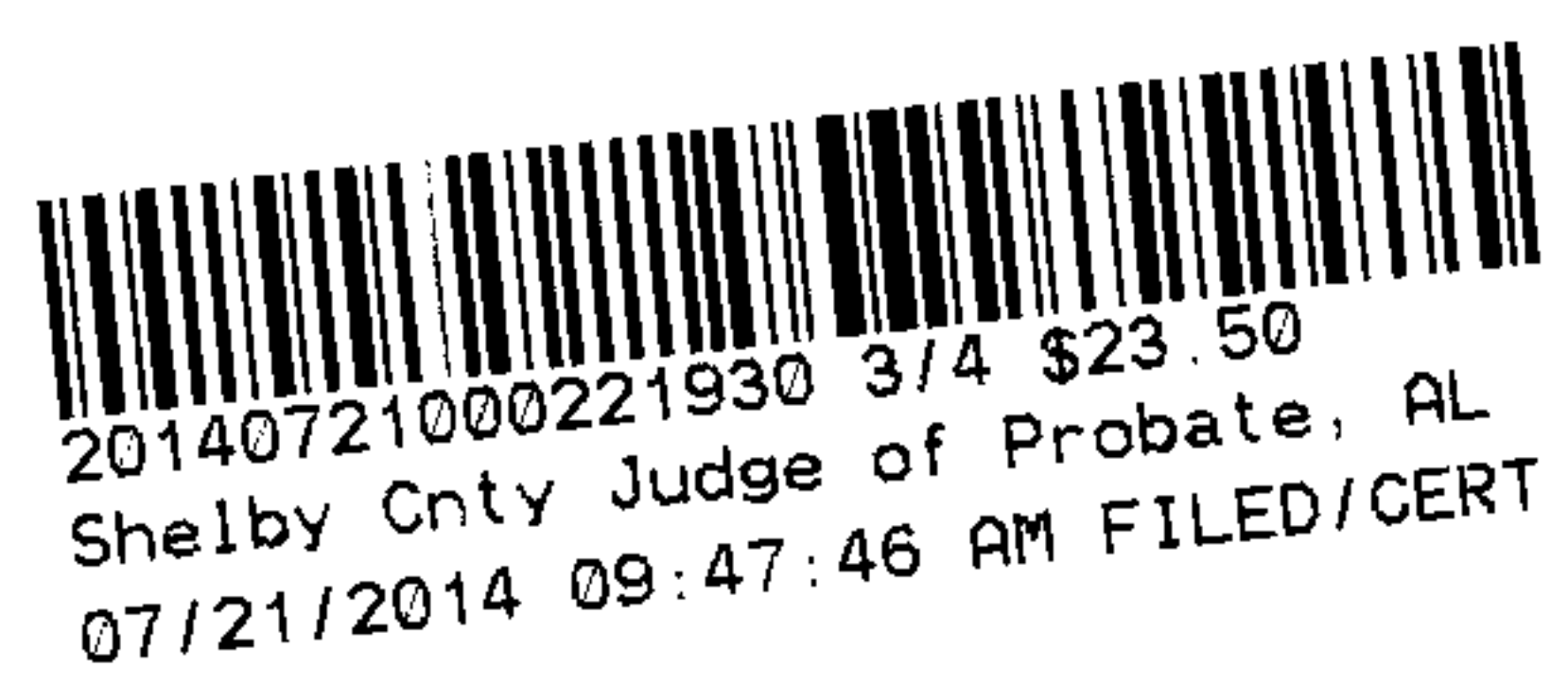


12. Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all liens or claims for payment for construction, repair or maintenance of improvements, and for any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with improvement, or any injury to or death of any person, or damage to or loss of any property, or damages which may be imposed upon, incurred by, or asserted against the Grantor arising, directly or indirectly, out of or in connection with Grantee's or Grantee's, guests, invitee's, employees, representatives, agents, contractors, subcontractors, suppliers and materialmen use and occupancy of the Easement or by, through or under Grantee or Grantee's employees, representatives, agents, contractors, subcontractors, suppliers and materialmen.
13. Recognizing that the Parties hereto may find it necessary from time to time to establish to lenders, mortgagees, accountants or other persons or parties of the then current status of performance hereunder, each party bound or benefited by this Agreement agrees, upon written request, that it will from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this Agreement.
14. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

**Shelby Investments, LLC, a Georgia
limited liability company**

By: 
Timothy L. Webster
Its: Member

By: 
Bryan Dale Gamble



General Acknowledgment

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Timothy L. Webster**, whose name as member of **Shelby Investments, LLC** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **18th** day of **July 2014**.

My Commissions Expires: 5-13-2017



Notary Public

General Acknowledgment

STATE OF ALABAMA)
COUNTY OF SHELBY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Bryan Dale Game**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this **18th** day of **July 2014**.

My Commissions Expires: 5-13-2017



Notary Public


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