


FAIR MARKET VALUE: \$500.00
GRANTEE'S MARITAL STATUS: N/A
GRANTEE'S MAILING ADDRESS:
The Grand Reserve at Pelham, LLC
c/o Steven W. Corbett
P.O. Box 3290
Phenix City, AL 36868

MAIL AFTER RECORDING TO:
Bradley R. Coppedge, Esq. (GWM//wpe)
Hatcher Stubbs Land Hollis & Rothschild, LLP
P.O. Box 2707
Columbus, GA 31902-2707


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STATE OF ALABAMA
SHELBY COUNTY

① EASEMENT AGREEMENT

This Easement Agreement (this "Easement") is made and entered into this 4 day of February, 2015, by and between Cole Investment Realty, LLC, an Alabama limited liability company ("Grantor"), the owner of that certain tract or parcel of land which is located due west of the Grantee Property (as hereinafter defined) and which is bordering the west right-of-way line of Huntley Parkway, a public road in Pelham, Shelby County, Alabama, ("Grantor Property") and **The Grand Reserve at Pelham, LLC**, an Alabama limited liability company ("Grantee"), the owner of that certain tract or parcel of land which is described on Exhibit "A" attached hereto and made a part hereof by this reference ("Grantee Property").

WITNESSETH THAT:

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, Grantor and Grantee hereby agree as follows:

1.

STORM WATER EASEMENT

(a) Storm Water Easement. Grantor hereby grants, bargain sells and conveys to Grantee, its successors and assigns in Grantee's Property, a permanent non-exclusive easement in perpetuity across that portion of Grantor's Property which is described on Exhibit "B" attached hereto and made a part hereof by this reference (the "Easement Parcel") for the purpose of allowing storm and surface water to drain and flow across the Easement Parcel in and to the "Retention Area Easement" as defined and described in Paragraph 6 on page 2 of that certain Statutory Warranty Deed dated June 10, 2004 and recorded as Instrument No. 20040610000314510 in the Probate Office of Shelby County, Alabama, rights in said Retention Area Easement established in the aforesaid document were subsequently conveyed by C&A Enterprises, L.L.C., a previous owner of the Grantor Property, to Grantee in that certain Statutory Warranty Deed dated May 7, 2014 and recorded in said Probate Office as Instrument No. 20140513000144240, to have and to hold unto Grantee, its successors and assigns forever (the "Drainage Easement"). It is the specific intent of Grantor and Grantee that the Drainage Easement constitutes an easement as herein described across the Easement Parcel for the drainage and flow of such storm and surface water from the western right of way line of Huntley Parkway to said Retention Area Easement.

(b) Maintenance. Any pipes and drainage facilities constructed, or to be constructed, by Grantee within the Easement Parcel shall be constructed, if not already constructed, underground in

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State of Alabama
Deed Tax: \$.50

such a manner that the surface area of the Easement Parcel may be improved and used for driveways, curbs, paving, landscaping and other similar uses that do not interfere with Grantee's use thereof, and shall be maintained by Grantee, its successors and assigns. Notwithstanding any provision herein to the contrary, Grantee shall have the right to enter upon the Easement Parcel to maintain, repair, remove and replace drainage water improvements. Grantee shall restore any such improvements to the surface area which are disturbed by such work.

(c) Cooperation of Owners. Grantor reserves (i) the right to improve and use the land within the Easement Parcel in such a manner as Grantor shall determine; (ii) the right to the use and enjoyment of any pipes or drainage facilities within the Easement Parcel, together with the right, but not the obligation, to improve, replace, repair and expand upon any drainage facilities within the Easement Parcel, and (iii) the right to install new drainage facilities within the Easement Parcel; provided, however, the reservation and/or exercise of any of the foregoing shall not damage any pipes or other drainage facilities then existing within the Easement Parcel or interfere with Grantee's use of the Drainage Easement as herein provided. Grantor shall restore any pipes or drainage facilities which are damaged by Grantor, or Grantor's agents, employees or contractors, in connection with said reservation and/or exercise of any of the foregoing. Grantor and Grantee and their respective successors in title acknowledge and agree that Grantor and Grantee and the subsequent owners of the Grantee Property or the Grantor Property shall cooperate fully with each other with respect to the use and enjoyments of the easements, rights and privileges herein established.

2.

MISCELLANEOUS

(a) Binding Effect. This Easement and the easement's rights and privileges granted herein shall be binding upon and inure to the benefit of Grantor and Grantee and the owners of and the successors in title to the Grantor Property and the Grantee Property and any subdivision or portion thereof, and to the respective tenants, invitees and guests. All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with and burden the portion of the Grantor Property subject to the Drainage Easement and run with and benefit the Grantee Property. Any conveyance of all or a portion of the Grantor Property subject to the Drainage Easement or the Grantee Property shall also convey the rights, privileges, duties and obligations contained in this Easement regardless of whether or not specific mention is made of this Easement and regardless of whether or not a specific conveyance is made of, or subject to, the easements, rights, privileges, duties and obligations herein.

(b) No Dedication. Except as herein specifically provided, nothing contained in this Easement shall be deemed to be a gift or dedication of any property or any interest therein to the general public or for any public use or purpose whatsoever.

(c) Severability. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(d) Choice of Law. This Easement shall be construed and interpreted in accordance with the laws of the State of Alabama.

(e) Amendment; Modification; Termination. This Easement may be amended, modified or terminated at any time by an agreement in writing, executed and acknowledged by all owners of the Grantor Property and the Grantee Property and any subdivision thereof and this Easement shall not otherwise be amended, modified or terminated.

(f) Time is of the Essence. Time is of the essence of this Easement.

[Signatures on following page]



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IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be duly executed and delivered under its hand and seal, by its duly authorized officer, manager or member, as the case may be, on the day and year first above written.

COLE INVESTMENT REALTY, LLC

By: Eugene K Cole
Eugene K. Cole
Its Managing Member

ACKNOWLEDGMENT

STATE OF ALABAMA
SHELBY COUNTY

I, Edith L Johnson, a Notary Public in and for said County, in said State, hereby certify that Eugene K. Cole, whose name as Managing Member of Cole Investment Realty, LLC, an Alabama limited liability company, 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 this conveyance, he executed the same with proper authority as and for the act of said Cole Investment Realty, LLC on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE as of the 31st day of January, 2015.

Edith L Johnson
Notary Public
My commission expires: 7/2/2015
(Notary Seal)



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[Signatures continued on following page]

THE GRAND RESERVE AT PELHAM, LLC

By: 

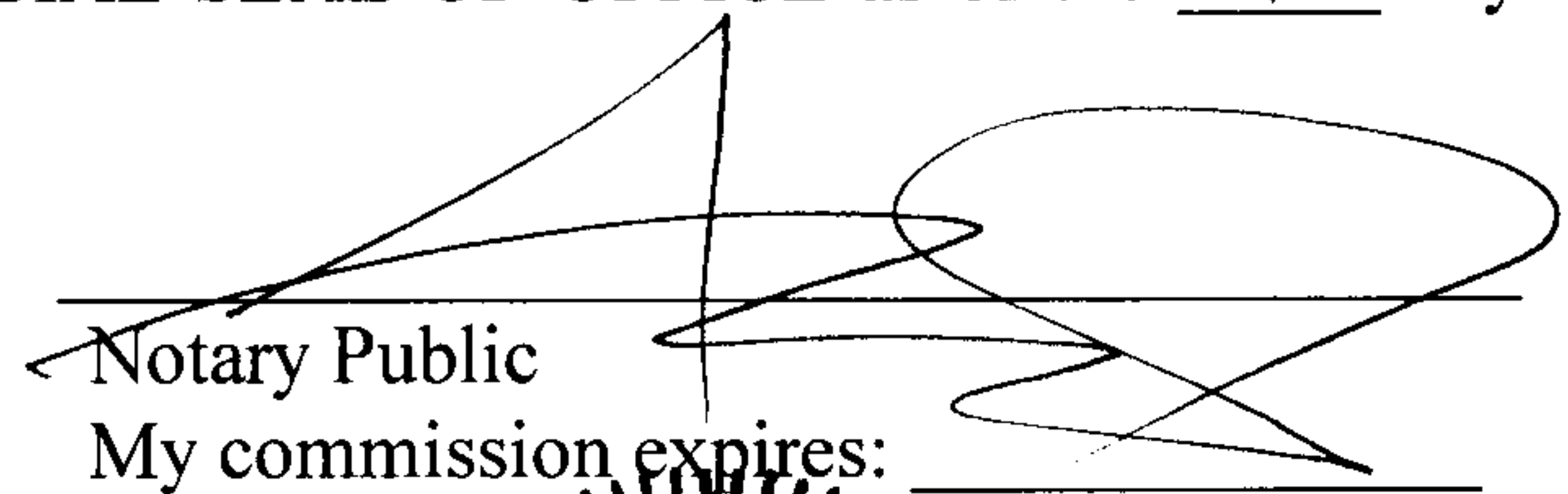
Steven W. Corbett
Its Manager and Sole Member

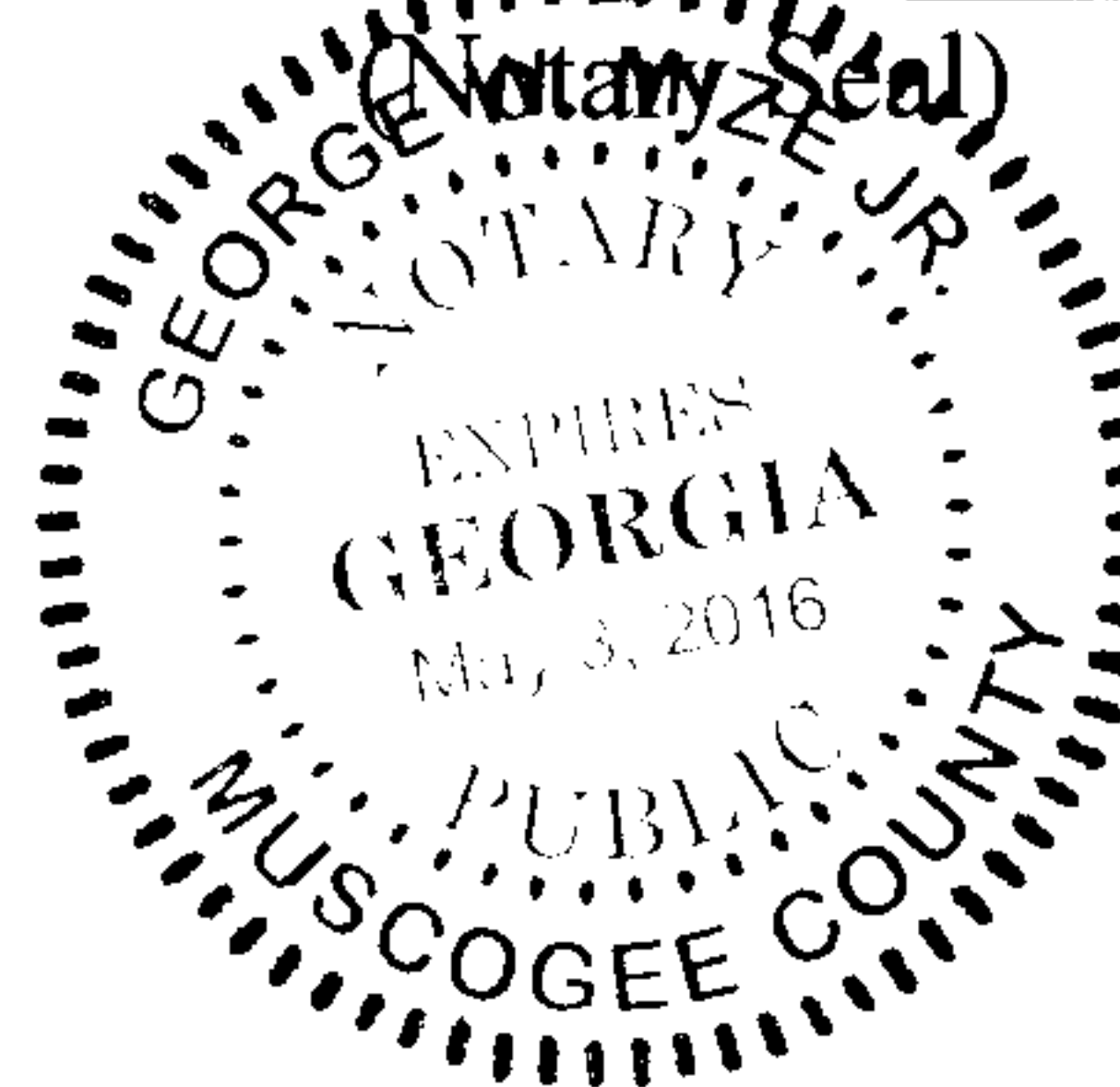
ACKNOWLEDGMENT

^{Georgia}
~~STATE OF ALABAMA~~
~~SHELBY COUNTY~~
^{Muscooke}

I, George W. Mize Jr., a Notary Public in and for said County, in said State, hereby certify that Steven W. Corbett, whose name as Manager and Sole Member of The Grand Reserve at Pelham, LLC, an Alabama limited liability company, 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 this conveyance, he executed the same with proper authority as and for the act of said The Grand Reserve at Pelham, LLC on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE as of the 4 day of February, 2015.


Notary Public
My commission expires: _____



THIS INSTRUMENT PREPARED BY:
Bradley R. Coppedge (GWM)
Hatcher, Stubbs, Land, Hollis & Rothschild, LLP
PO Box 2707
Columbus, Georgia 31902-2707



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EXHIBIT "A"

Grantee Property

Lot 1, according to the Survey of Cole & Awtrey Resurvey, as recorded in Map Book 44, Page 9, in the Probate Office of Shelby County, Alabama.



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EXHIBIT "B"

Easement Parcel

COMMENCE AT SOUTHEAST CORNER OF LOT 1 ACCORDING TO THE COLE & AWTREY RESURVEY AS RECORDED IN MAP BOOK 44, PAGE 9, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 00°28'44" EAST ALONG THE EAST LINE OF SAID LOT 1 FOR 566.01 FEET TO THE CENTERLINE OF A 20 FOOT EASEMENT AS SHOWN ON SAID MAP; THENCE RUN NORTH 89°54'40" WEST FOR 497.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF HUNTLEY PARKWAY AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED AND GRANTED; THENCE RUN SOUTH 89°38'52" WEST FOR 138.17 FEET; THENCE RUN SOUTH 83°12'15" WEST FOR 65.23 FEET MORE OR LESS TO A POINT ON THE EAST BOUNDARY OF THE HUNTLEY APARTMENTS AS DESCRIBED IN DEED VOLUME 200406100000314510 AS RECORDED IN THE SHELBY COUNTY PROBATE OFFICE; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A RETENTION AREA EASEMENT DESCRIBED IN EXHIBIT C OF SAID DEED VOLUME 200406100000314510; THENCE RUN NORTH 00°05'18" WEST ALONG SAID PROPERTY BOUNDARY AND SAID EASEMENT FOR 27.32 FEET; THENCE RUN NORTH 89°38'52" EAST FOR 194.94 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HUNTLEY PARKWAY, AND THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A RADIUS OF 582.74 FEET, A CENTRAL ANGLE OF 2°06'54" AND A CHORD BEARING OF SOUTH 21°57'11" EAST; THENCE RUN ALONG THE ARC OF SAID CURVE AND SAID ROAD RIGHT OF WAY FOR 21.51 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED AND GRANTED.



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