

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

600.

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT (this "Agreement") is made effective as of the 3/31st day of March, 2019, by and among **KEITH LAWLER**, his wife, **ANGELA LAWLER** (together the "Lawlers") and **RACHEL D. REDDELL** ("Reddell").

RECITALS:

A. The Lawlers own certain real property located in Shelby County, Alabama, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "Lawler Property").

B. Reddell owns certain real property located in Shelby County, Alabama, being more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Reddell Property"), which such Reddell Property is located adjacent to and east of Easement Area (as hereinafter defined).

C. The Lawlers desire to establish for the benefit of Reddell and her successors and assigns in ownership of the Reddell Property, a non-exclusive, perpetual and continuous easement as more particularly described herein subject to the terms and conditions of this Agreement.


AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Lawlers and Reddell hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and made a part hereof.
2. Easement. The Lawlers hereby declare, create and establish for the benefit of, and GRANT and CONVEY to, Reddell, and her successors, successors-in-title, transferees, assigns and anyone claiming by, through, or under them, for the benefit of, and appurtenant to the Reddell Property the following non-exclusive, perpetual and continuous easement:
 - (a) Water Easement. A non-exclusive, perpetual and continuous easement appurtenant to the Reddell Property for installation, construction, maintenance, use, repair, replacement and removal of water utilities on, over, across, under and through Easement Area and that portion of the Lawler Property described on Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Area"). The water utility easement shall be for the purpose of providing the the Reddell Property and Reddell and her heirs, successors,

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successors-in-title, transferees and assigns, of the Reddell Property the right, but not the obligation, to construct, place, install, erect, maintain, use, repair, replace, relocate, substitute, remove and connect to water mains, water lines, irrigation lines and equipment, other conveniences together with underground appurtenances thereon, over, across, under, and through the Easement Area and will include the right to enter upon the surface or any portion of the Easement Area.

- (b) Nonexclusive Rights, Rights Reserved. The easement herein created is not exclusive, and the Lawlers hereby expressly reserves the right for themselves and their successors and assigns in ownership of the Lawler Property, without the prior written consent of the other party, to grant such other easements, rights, benefits, rights-of-way and privileges with respect to all or any portion of the Lawler Property, including, but not limited to the Easement Area, to such persons and for such purposes as the Lawlers and their successors and assigns in ownership of the Lawler Property, in their sole and absolute discretion, may elect, so long as such purposes do not unreasonably interfere with the easement granted herein or the use of the Easement Area by the owner of Reddell Property. To the extent any further grants of easements, rights, benefits, rights-of-way and privileges by the Lawlers, their successors, successors-in-title and assigns to additional users result in increased cost to Reddell in fulfilling her obligations hereunder, such additional costs may be charged to the record title owner of the Lawler Property who shall be responsible for the reimbursement of such costs.

3. Covenants and Restrictions Relating to Easement Area.

- (a) Reddell shall be responsible, at its sole cost and expense, for the maintenance and repair of the water lines in accordance with all applicable laws, the terms and provisions of this Agreement and the specifications of any utility companies, even if such repairs require portions of the easement to be torn up and repaired (in which event Reddell shall, at its sole cost and expense, restore the Easement Area to its former condition). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Reddell shall (i) provide the Lawlers not less than ten (10) days' prior written notice prior to performing any maintenance and repair obligations under this Section 3, (ii) obtain any and all required licenses, permits and consents (and pay any and all fees with respect thereto) prior to performing any such maintenance and repair obligations, (iii) perform such maintenance and repair obligations in a prompt, safe and efficient manner, consistent with good construction practice and so as not to unreasonably interfere with the construction, development, use, occupancy or structural integrity of the New Building or any additions thereto or replacements thereof, (iv) when performing such maintenance and repair obligations, take such precautions as may be necessary or appropriate to prevent damage to the Lawler Property or injury to persons and (v) upon completion of any work, restore the area where the work was performed to its former condition with all debris removed. Reddell shall have access to the Lawler Property for the purpose of such maintenance and repair.

- (b) The covenants and restrictions set forth in Paragraph 3 are imposed on the Lawler Property and the Reddell Property for the benefit of the Lawler Property.
4. Easement Area Indemnification. Reddell, and each of her successors and assigns in ownership of the Reddell Property shall indemnify, defend and hold the Lawlers and thier successors and assigns in ownership of the Lawler Property harmless from and against any and all claims, suits, penalties, liabilities, and expenses, for injury to persons (including death) or damage to property, but Reddell may be held liable only to the extent such injury, death or damage arises out of, or results from or in connection with, the negligent, wanton or intentional conduct in the use of Easement Area by Reddell (and her successors and assigns in ownership of the Reddell Property), as applicable. This paragraph shall not apply if such injury, death or damage results from the negligent, wanton or intentional conduct of the Lawlers or their successors or assigns in ownership of the Lawler Property, or any other users of the Easement Area. The Lawlers, Reddell, and each of their successors and assigns in ownership of the Lawler Property and the Reddell Property shall be entitled to seek contribution from each other and any other user of the Easement Area with regard to any payment made pursuant to this paragraph.
5. Miscellaneous.
- (a) Declaration. The Reddell Property, the Lawler Property and the Easement Area shall each be held, sold and conveyed together with and subject to the terms and conditions of this Agreement.
- (b) Constructive Notice and Acceptance. Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the, the Lawler Property, Reddell Property and/or the Easement Area, whether or not such interest is reflected upon the public records of Shelby County, Alabama, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Agreement is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Reddell Property and/or the Easement Area or any portion thereof.
- (c) Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.
- (e) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- (f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any

signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

- (g) Specific Performance. In the event of a violation or breach of any of the covenants or restrictions contained in this Agreement by the Lawlers or Reddell, and their successors and assigns in ownership of the Lawler Property and the Reddell Property, respectively, the aggrieved party, in addition to any other remedy available at law or equity, shall have the right to proceed at law or in equity to compel compliance with and specifically enforce the terms hereof to prevent such violation or breach.
- (h) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto, and their respective successors, successors-in-title and assigns, that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective successors, successors-in-title and assigns. Nothing contained in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their respective successors, successors-in-title and assigns, any rights or remedies under or by reason of this Agreement.
- (i) Covenants Running with the Land. The Easement, and the agreements made herein, shall constitute covenants running with the land.

[EXECUTION ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, Keith Lawler and Angela Lawler has caused this Agreement to be executed on this, the 31st day of March, 2019.



KEITH LAWLER


ANGELA LAWLER

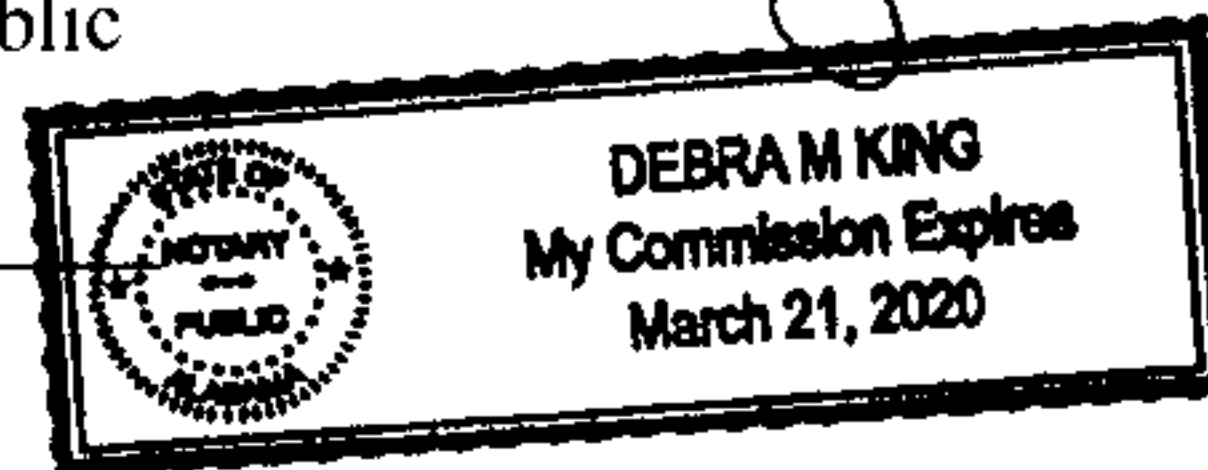
STATE OF ALABAMA)
 :
SHELBY COUNTY)


Before me, the undersigned authority, a notary public in and for said County, in said State, appeared **KEITH LAWLER** and **ANGELA LAWLER**, whose names are signed to the foregoing instrument, and who are known to me, and acknowledged before me on this date that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 31st day of March, 2019.


Notary Public

[SEAL]
My Commission Expires: 3/21/2020




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IN WITNESS WHEREOF, Rachel D. Reddell has caused this Agreement to be executed on this, the 31st day of March, 2019.

Rachel D. Reddell
RACHEL D. REDDELL

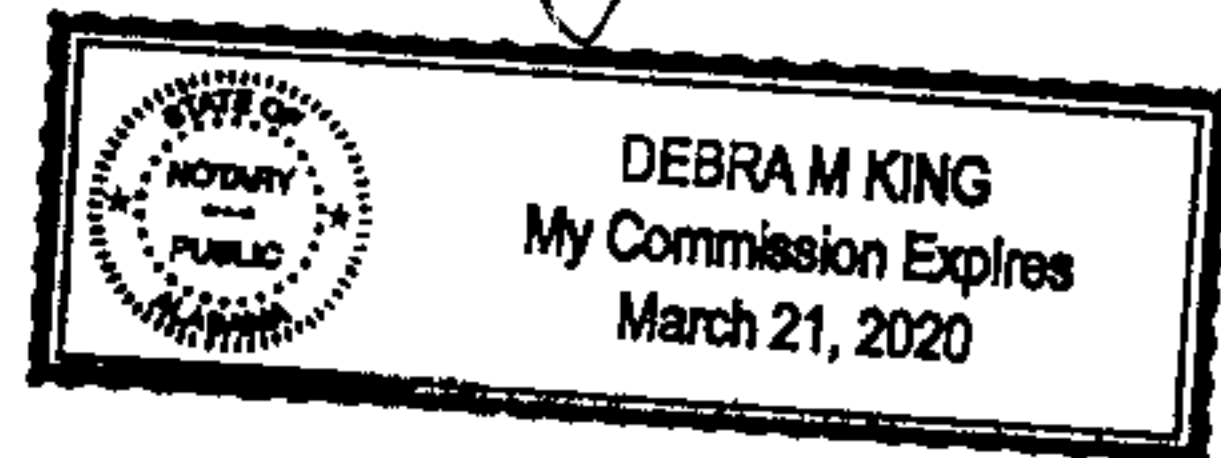
STATE OF ALABAMA)
 :
SHELBY COUNTY)

Before me, the undersigned authority, a notary public in and for said County, in said State, appeared **RACHEL D. REDDELL**, whose name is signed to the foregoing instrument, and who is known to me, and acknowledged before me on this date that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 31st day of March, 2019.

Debra M. King
Notary Public

[SEAL]
My Commission Expires: 3/21/2020



THIS INSTRUMENT PREPARED BY
(WITHOUT EXAMINATION OF TITLE):

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CABANISS, JOHNSTON, GARDNER
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Birmingham, Alabama 35283-0612
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Exhibit "A"

(Lawler Property)

The South one-half of the Southwest quarter of the Northwest quarter of Section 17, Township 21 South, Range 1 East, being situated in Shelby County, Alabama.



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Exhibit “B”

(Reddell Property)

The North one-half of the Southwest quarter of the Northwest quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama.



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Exhibit "C"

(Easement Area)

The western fifteen feet of the South Half of the Southwest quarter of the Northwest quarter of Section 17, Township 21 South, Range 1 East, being situated in Shelby County, Alabama.



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