



20191219000471590 1/4 \$32.00  
Shelby Cnty Judge of Probate, AL  
12/19/2019 03:46:09 PM FILED/CERT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

EASEMENT

This easement made and entered into this 1<sup>st</sup> day of December, 2019, by and between **Eddleman Residential, LLC**, an Alabama limited liability company (hereinafter referred to as Grantor) and **Richard L. Allen** and **Ramona S. Allen** (hereinafter referred to as Grantee):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to construct and maintain a concrete drainage flume and on the following described land, situated in Shelby County, Alabama:

Said easement being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Further, there shall be a right of way for ingress and egress to, over and under the premises at any and all times for the purpose of constructing, inspecting, maintaining, repairing, replacing the drainage.

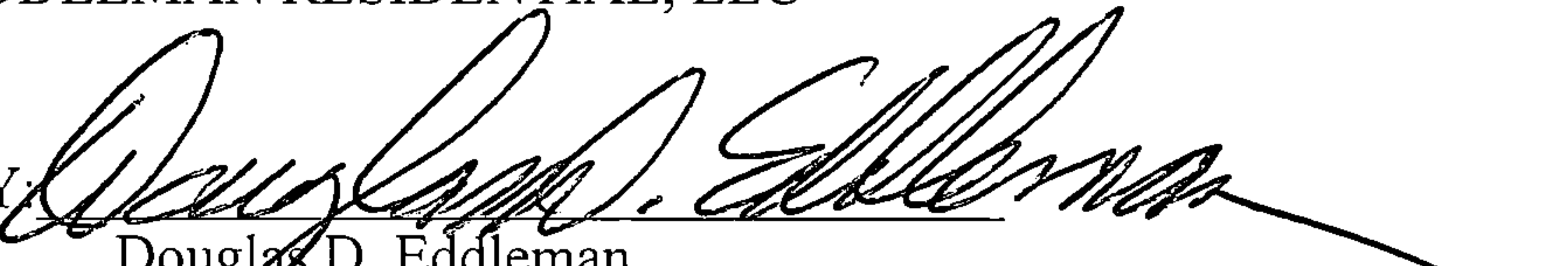
TO HAVE AND TO HOLD, Unto the said **Richard L. Allen** and **Ramona S. Allen** their heirs, successors and assign forever, subject to the following terms and conditions:

1. The grant of this easement and covenants contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, its successors, agents and assigns.
2. The Grantee herein, **Richard L. Allen** and **Ramona S. Allen**, their heirs, successors, and assigns shall have the responsibility for maintaining said drainage and easement.

Together with and subject to the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, Eddleman Residential, LLC, an Alabama limited liability company by and through its, President and CEO, Douglas D. Eddleman, has caused this easement to be executed this the 11th day of December, 2019.

EDDLEMAN RESIDENTIAL, LLC

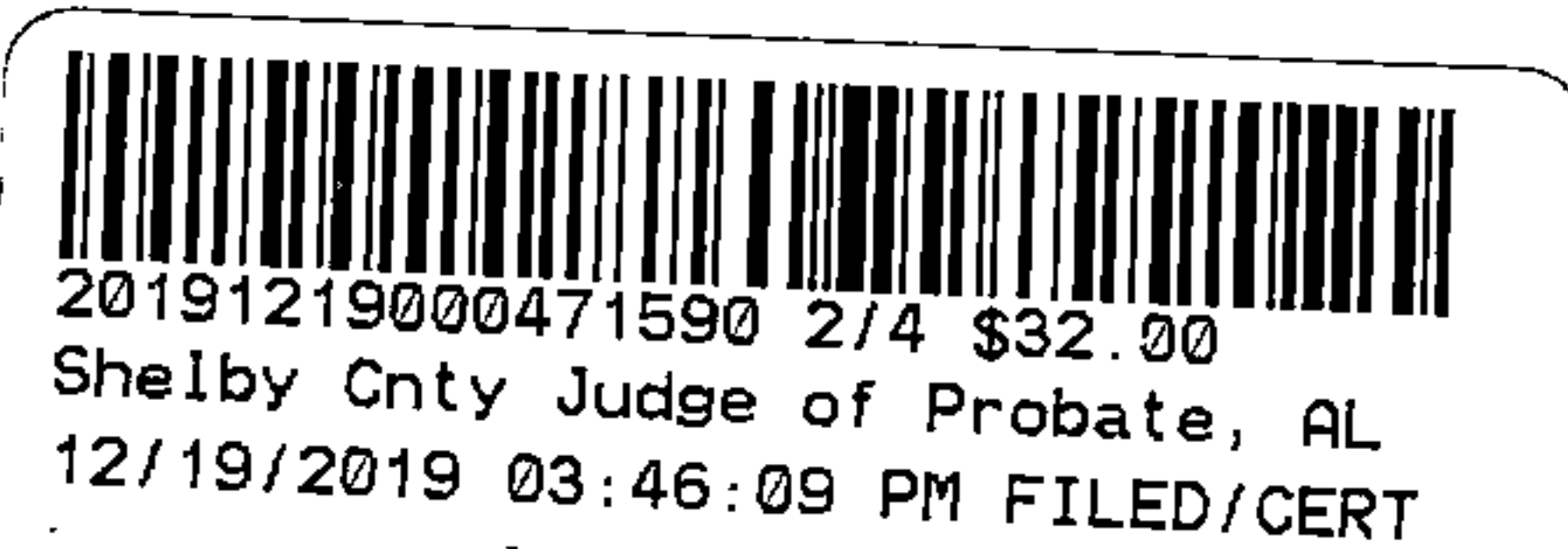
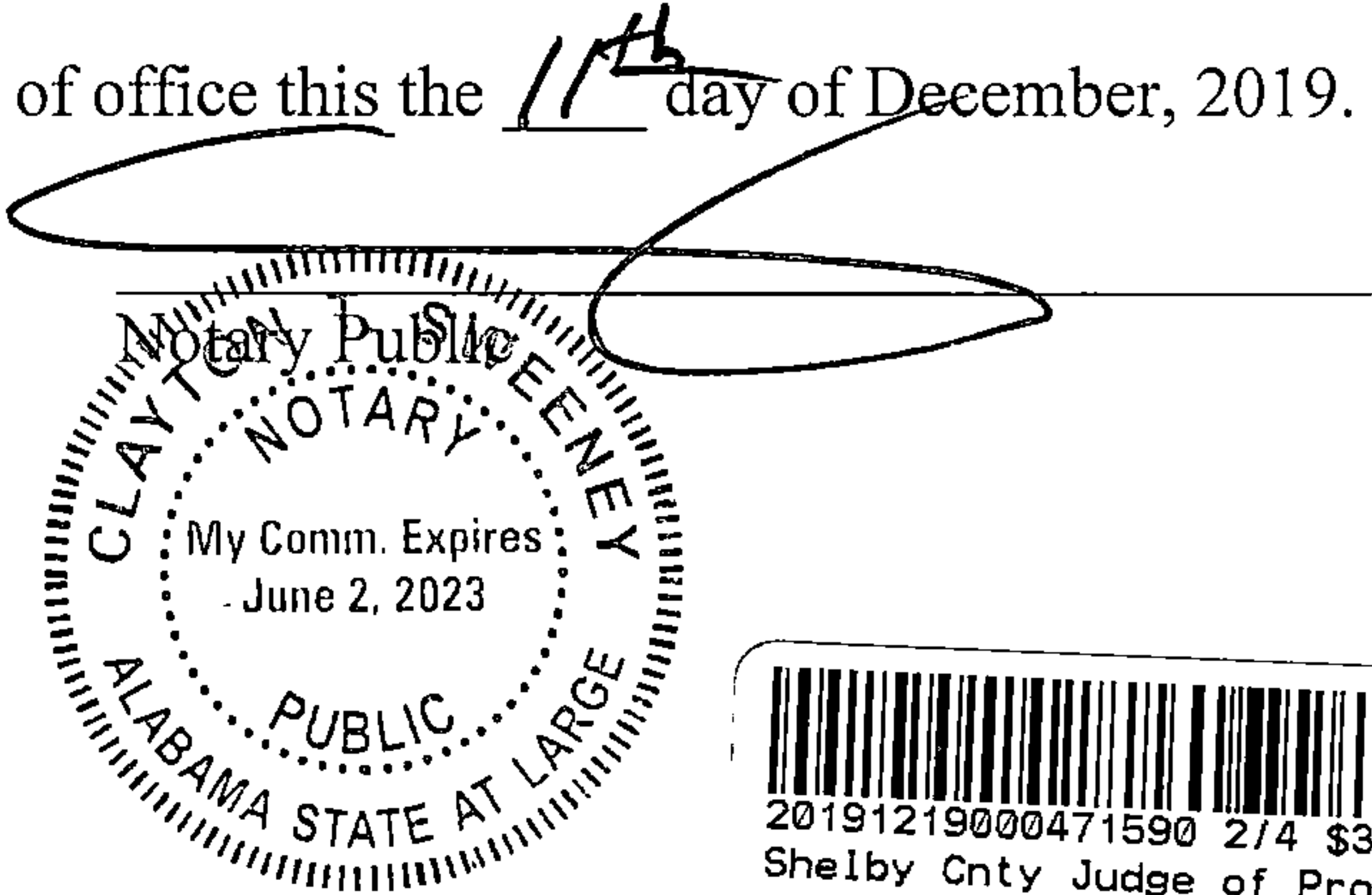
BY:   
Douglas D. Eddleman  
Its President & CEO

STATE OF ALABAMA)  
JEFFERSON COUNTY)

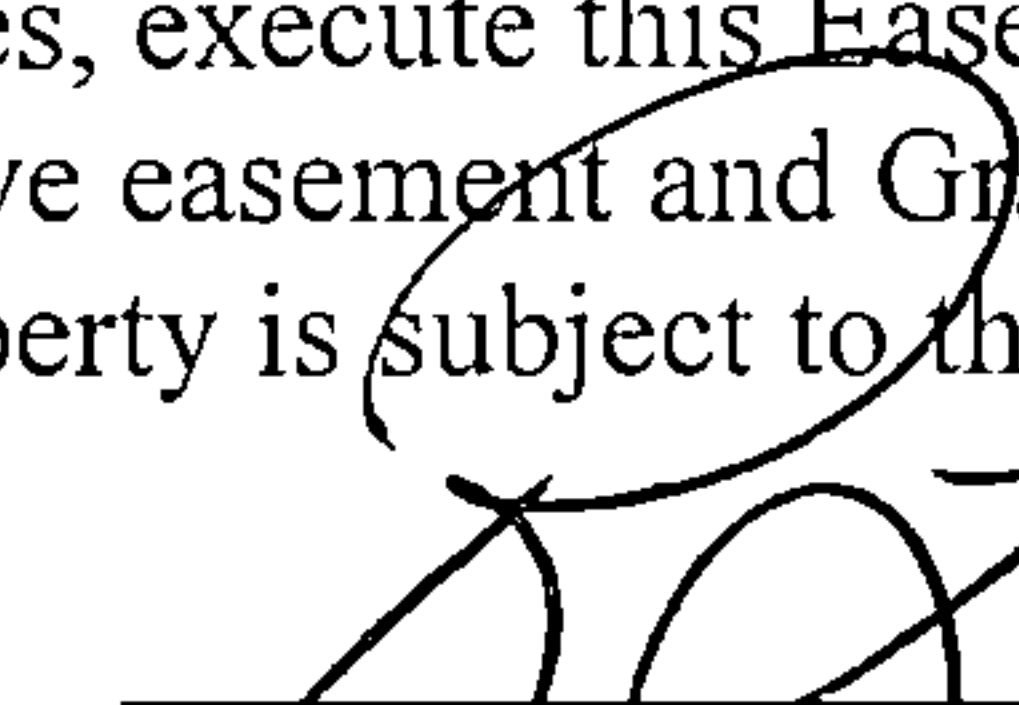
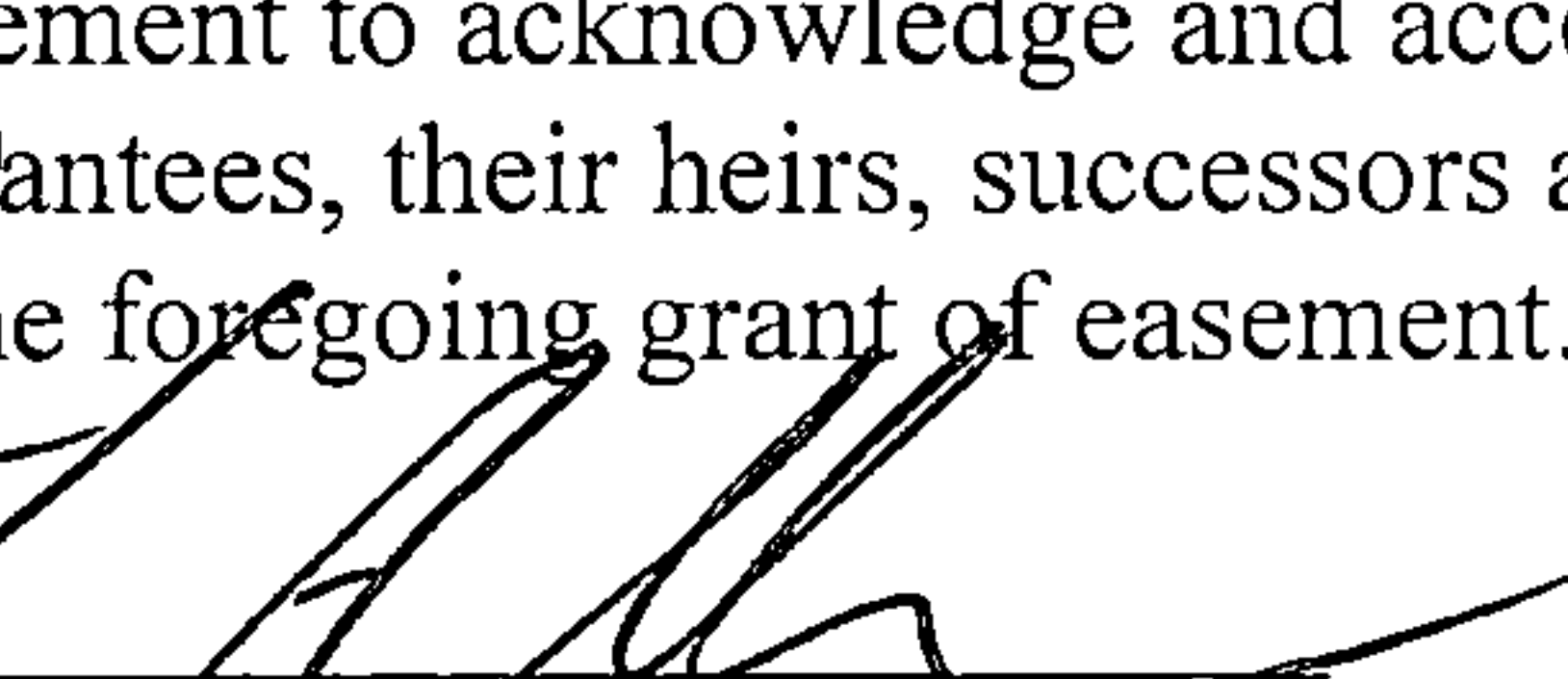
I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President and CEO Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing instrument; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 11th day of December, 2019.

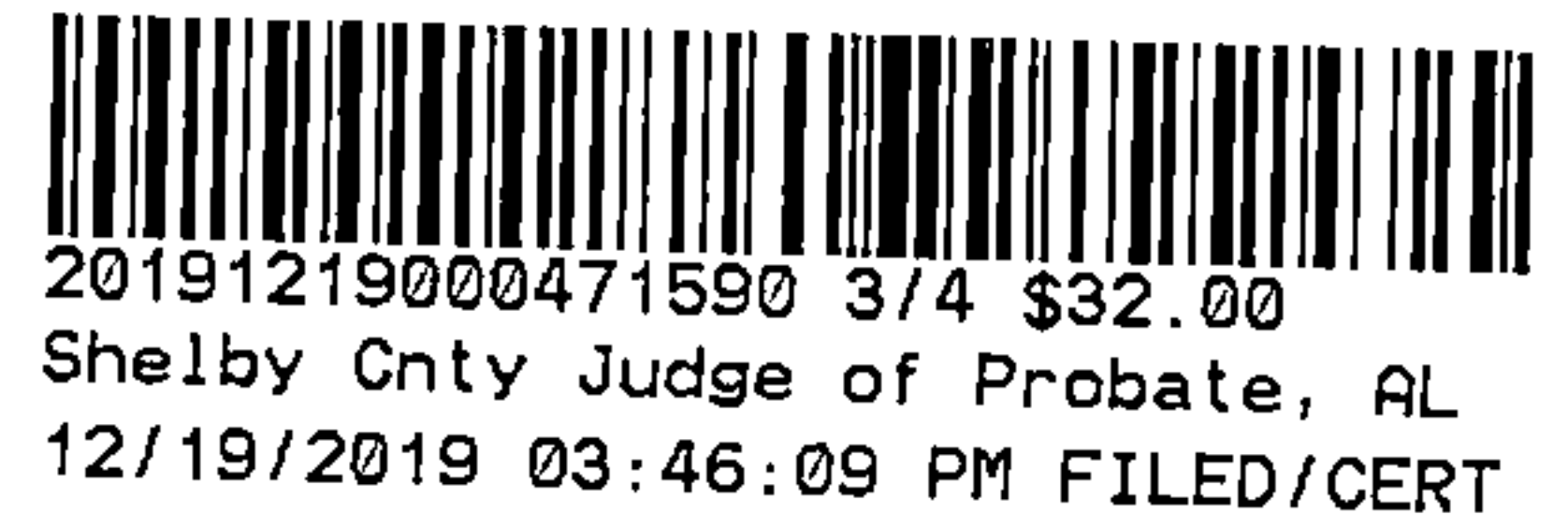
My Commission Expires: 06/02/2023



The Owners of Lot 22-131, Highland Lakes, execute this Easement to acknowledge and accept the terms and conditions of this hereinabove easement and Grantees, their heirs, successors and assigns, agree and understand that the property is subject to the foregoing grant of easement.

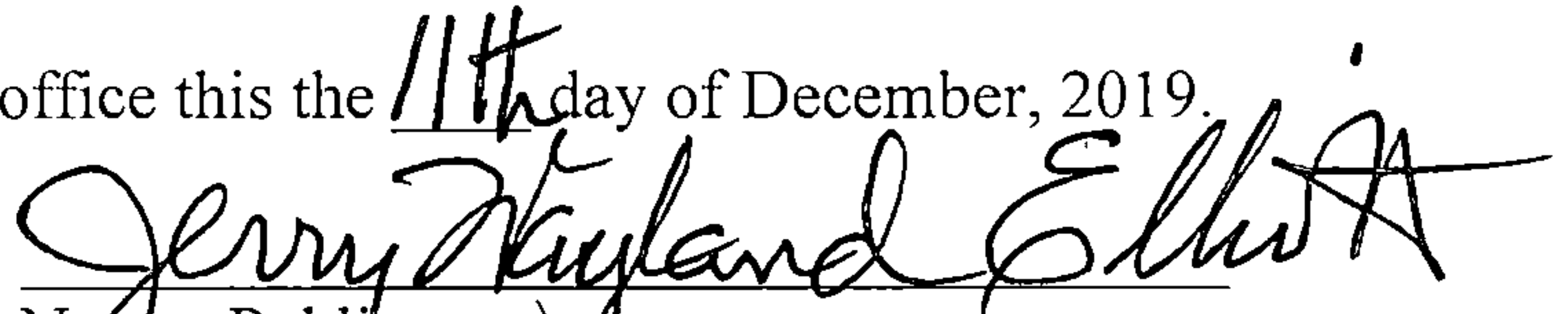
  
Richard L. Allen  
  
Ramona S. Allen

STATE OF ALABAMA)  
JEFFERSON COUNTY)



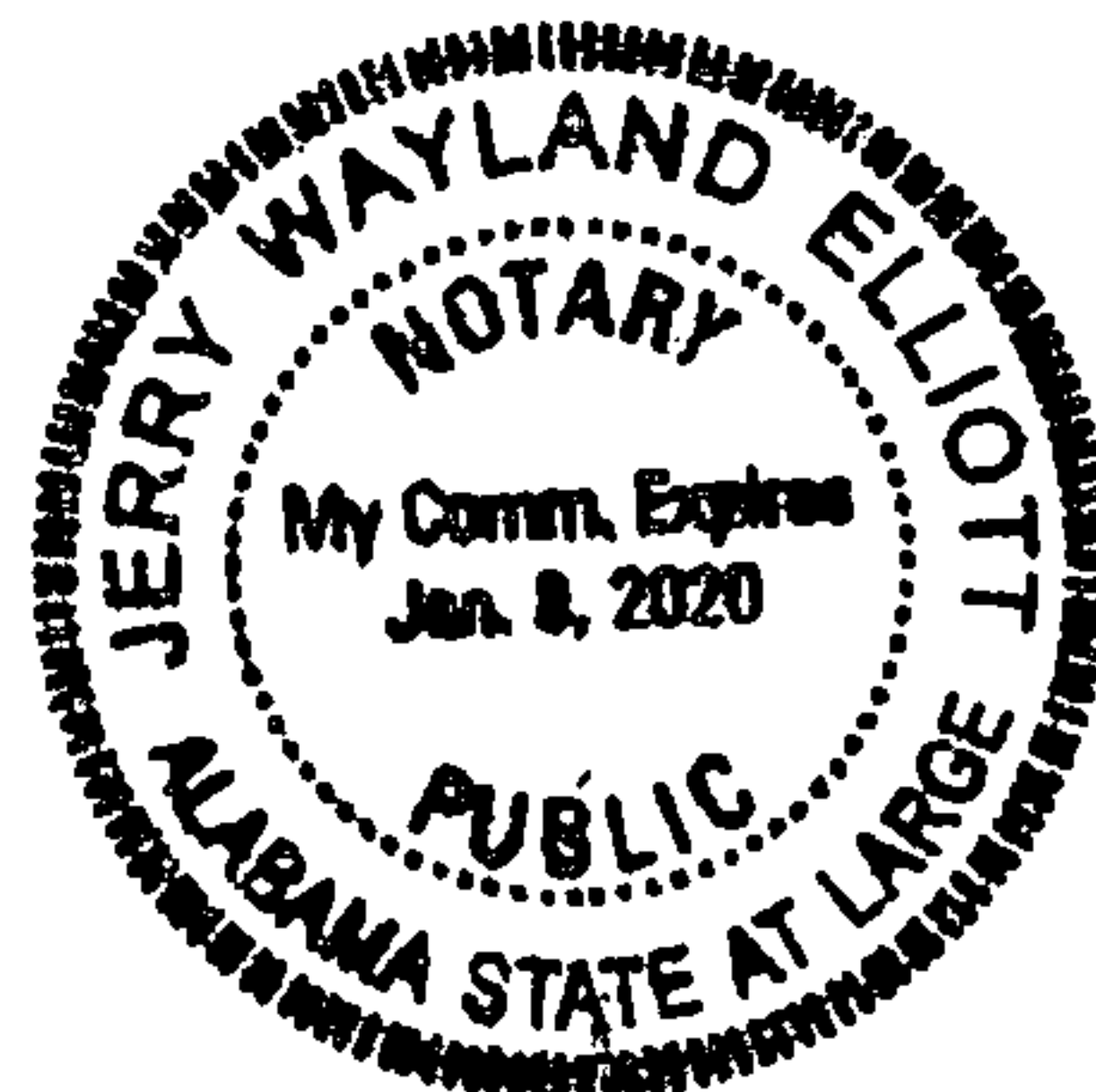
I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Richard Allen and Ramona Allen, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 11th day of December, 2019.

  
Notary Public

My Commission Expires: 1-8-2020

This Instrument Prepared By:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223





A 10.00 FOOT WIDE DRAINAGE EASEMENT, SAID EASEMENT BEING 5.0 FOOT WIDE ON BOTH SIDES OF A CENTERLINE AND BEING SITUATED IN THE SOUTH ½ OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 1 WEST SHELBY COUNTY ALABAMA AND LYING ENTIRELY ON LOT 22-130 ACCORDING TO HIGHLAND LAKES 22<sup>ND</sup> SECTOR PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 36 PAGES 94 A ,B AND C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 22-130, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF FAIRFIELD LANE; THENCE RUN EASTERLY ALONG THE COMMON BOUNDARY OF LOTS 22-131 AND 22-130 OF SAID RECORDED PLAT FOR 117.77 FEET TO THE POINT OF BEGINNING OF A 10 FOOT WIDE DRAINAGE EASEMENT LYING 5 FEET EACH SIDE OF, AND PARALLEL TO, AND ABUTTING THE FOLLOWING DESCRIBED LINE; THENCE TURN 36°02'42" RIGHT AND RUN 47.18 FEET TO A POINT ON THE WESTERLY EDGE OF A 10 FOOT NON EXCLUSIVE EASEMENT SHOWN ON SAID PLAT, AND THE END OF SAID EASEMENT CENTERLINE SAID EASEMENT CONTAINING 471.8 S.F.



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