

20210615000291360 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
06/15/2021 10:06:04 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122

STATE OF ALABAMA
COUNTY OF SHELBY

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Agreement") is made and entered into as of the 15th day of June, 2021, by and between **Blake R. Helms** and **Alexandra Helms** (collectively, "Grantor"), and **Creekview Owners Association, Inc.**, an Alabama non-profit corporation ("Grantee").

Recitals:

Grantee is the homeowners association created for that certain residential subdivision known as "Creekview" (the "Subdivision"), sector 1 of which was platted by that certain Plat of Creekview Sector 1 recorded in Map Book 50, Page 100, of the Judge of Probate of Shelby County, Alabama, and sector 2 of which will be platted imminently. The Subdivision is situated adjacent to and contiguous with certain real property owned by Grantor.

Grantee desires to obtain permanent easements for the purposes of installing stormwater drainage improvements under and on and flowing stormwater into that certain real property owned by Grantor and described and depicted on Exhibit A attached hereto (collectively, the "Easement Area"). Grantor has agreed to grant Grantee easement rights over and across the Easement Area, on and subject to the terms and conditions hereof.

Agreement:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all material respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement over, across, under, and through (as applicable) the Easement

Area for the purpose of permitting Grantee and/or its contractors or subcontractors to install, repair, maintain, preserve, and replace drainage ditches and pipes for the Subdivision and related improvements (collectively, the "Improvements") and to direct storm water drainage from the Subdivision through the Easement Area (the "Easement").

3. Easement Perpetual; Termination. The Easement is perpetual, runs with the land, is intended to confer restrictions and benefits on and to the parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of the parties hereto or their respective successors and assigns, which agreement must be recorded in the filing office in which this Agreement is recorded. It is the intention of the parties hereto that the holders of all existing and future mortgages and other interests with respect to all or any portion of the Subdivision or the Easement Area shall acquire and/or hold their respective mortgages and other interests subject and subordinate to this Agreement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

4. Limitations on Use. Grantor and its successors and assigns shall be allowed access to and use of the Easement Area so long as such use does not unreasonably interfere with the use of the Easement Area by Grantee for its intended purpose or obstruct any portion of the Easement Area; provided, however, that Grantor shall not construct or maintain, or permit to be constructed or maintained, any building, structure, excavation or other improvement or obstruction, on, over or under the Easement Area without the express written consent of the Grantee.

5. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement to the general public or for any public use or purpose, whatsoever.

6. Maintenance of Easement. Grantee shall be responsible for the maintenance and repair of the Improvements. Notwithstanding the foregoing, if Grantor or any guest, lessee, employee, agent or licensee of Grantor damages (where such damage results other than in the normal course of use of the Easement Area), destroys, or in any way impairs the Improvements, Grantee, in its sole discretion, may (a) require Grantor to restore, at Grantor's sole cost and expense, the Improvements to their original quality and condition; or (b) restore the Improvements and invoice Grantor for Grantee's costs incurred in connection with restoring the damaged portion of the Improvements, whereupon Grantor agrees to reimburse Grantee within thirty (30) days of receipt of an invoice for such expenses.

7. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

8. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of the Subdivision or the Easement Area or any portion thereof.



9. Attorney's Fees. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

11. Severability. Invalidity of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

12. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

13. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank—Signatures Follow on Subsequent Pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective as of the day and year first written above.

GRANTOR:

Blake R. Helms
Blake R. Helms

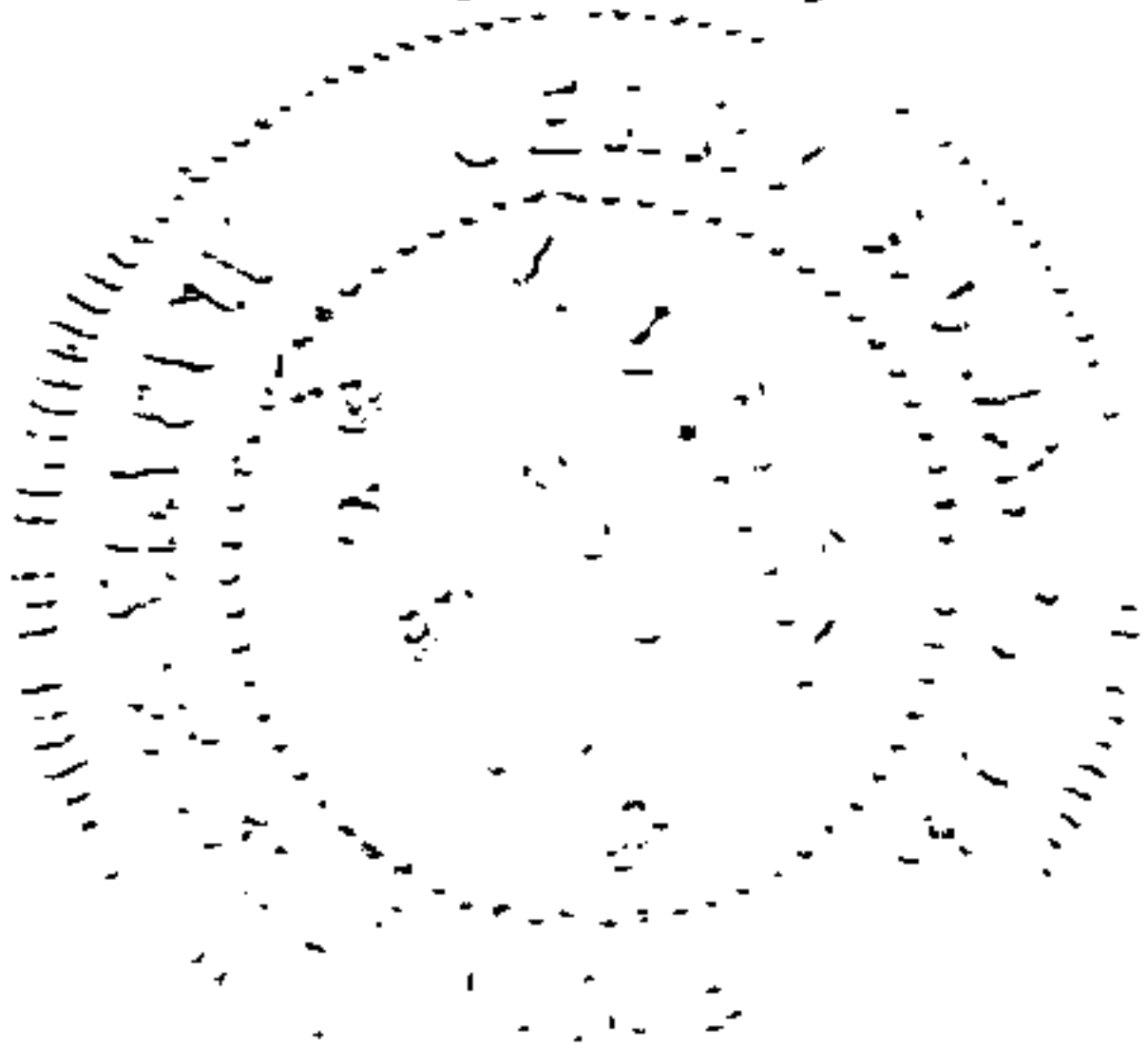
Alexandra Helms
Alexandra Helms

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **Blake R. Helms and Alexandra Helms**, 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 such instrument, such persons executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th day of June, 2021.

{SEAL}



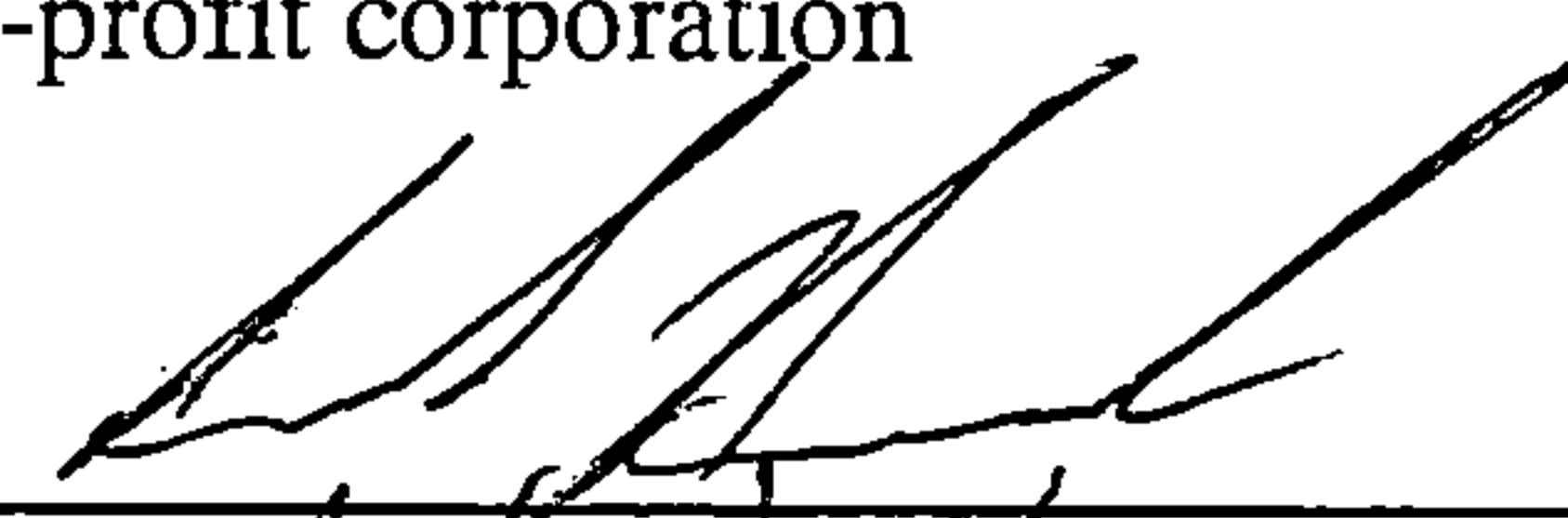
[Signature]
NOTARY PUBLIC
My Commission Expires: September 18, 2023



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GRANTEE:

**Creekview Owners Association, Inc., an Alabama
non-profit corporation**

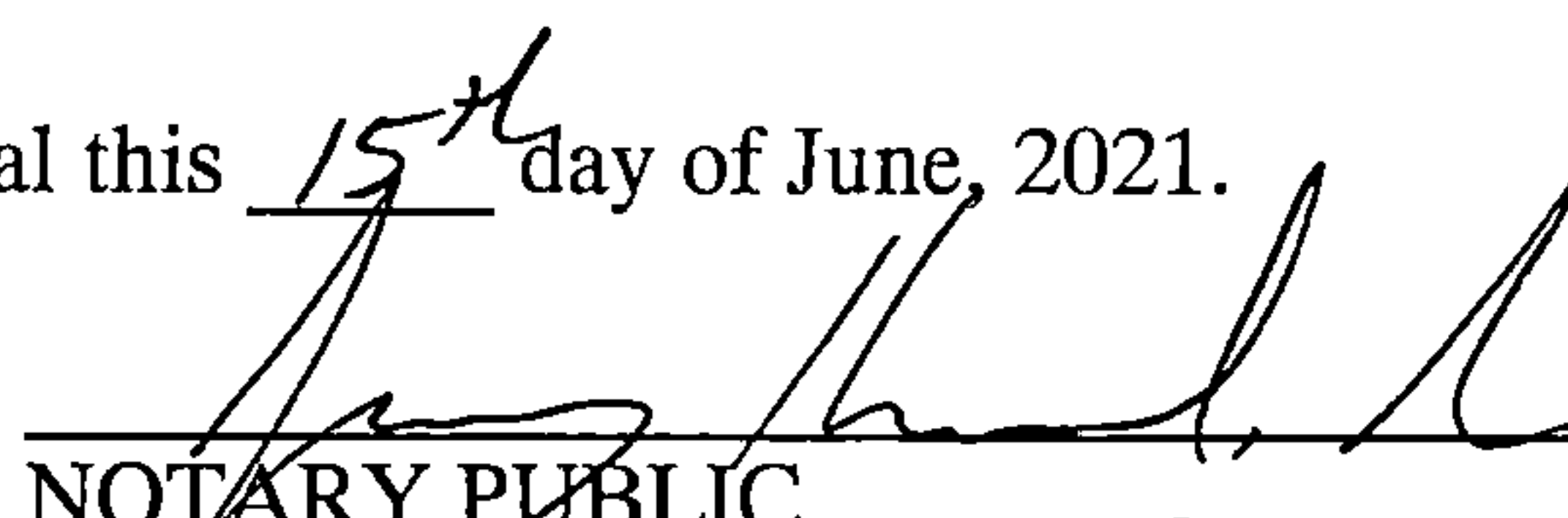
By: 
Name: Andrew Hancock
As Its: Division President

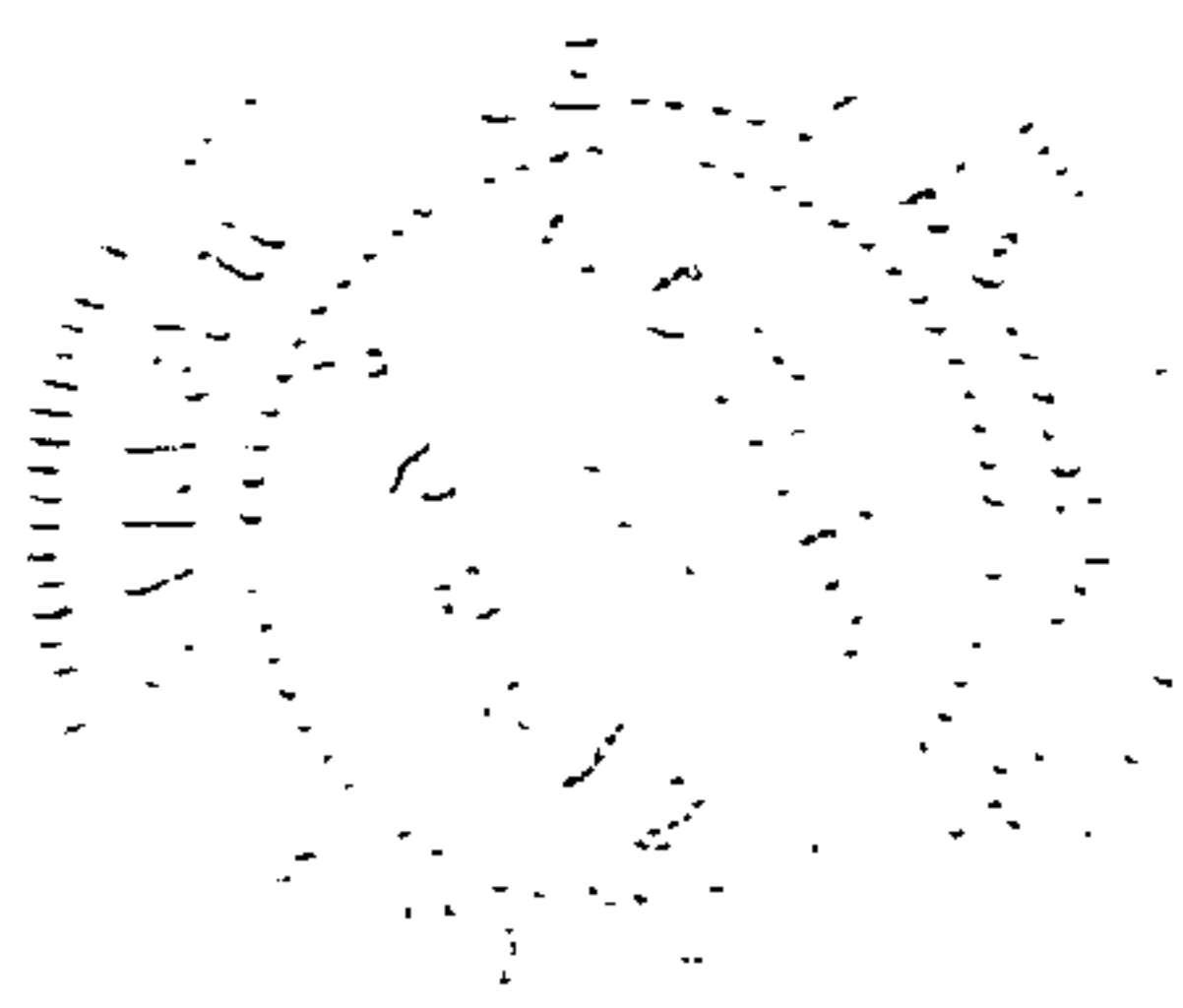
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned Notary Public in and for said County in said State, hereby certify that Andrew Hancock, whose name as the Div. President of Creekview Owners Association, Inc., an Alabama non-profit corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such office and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 15th day of June, 2021.

{SEAL}

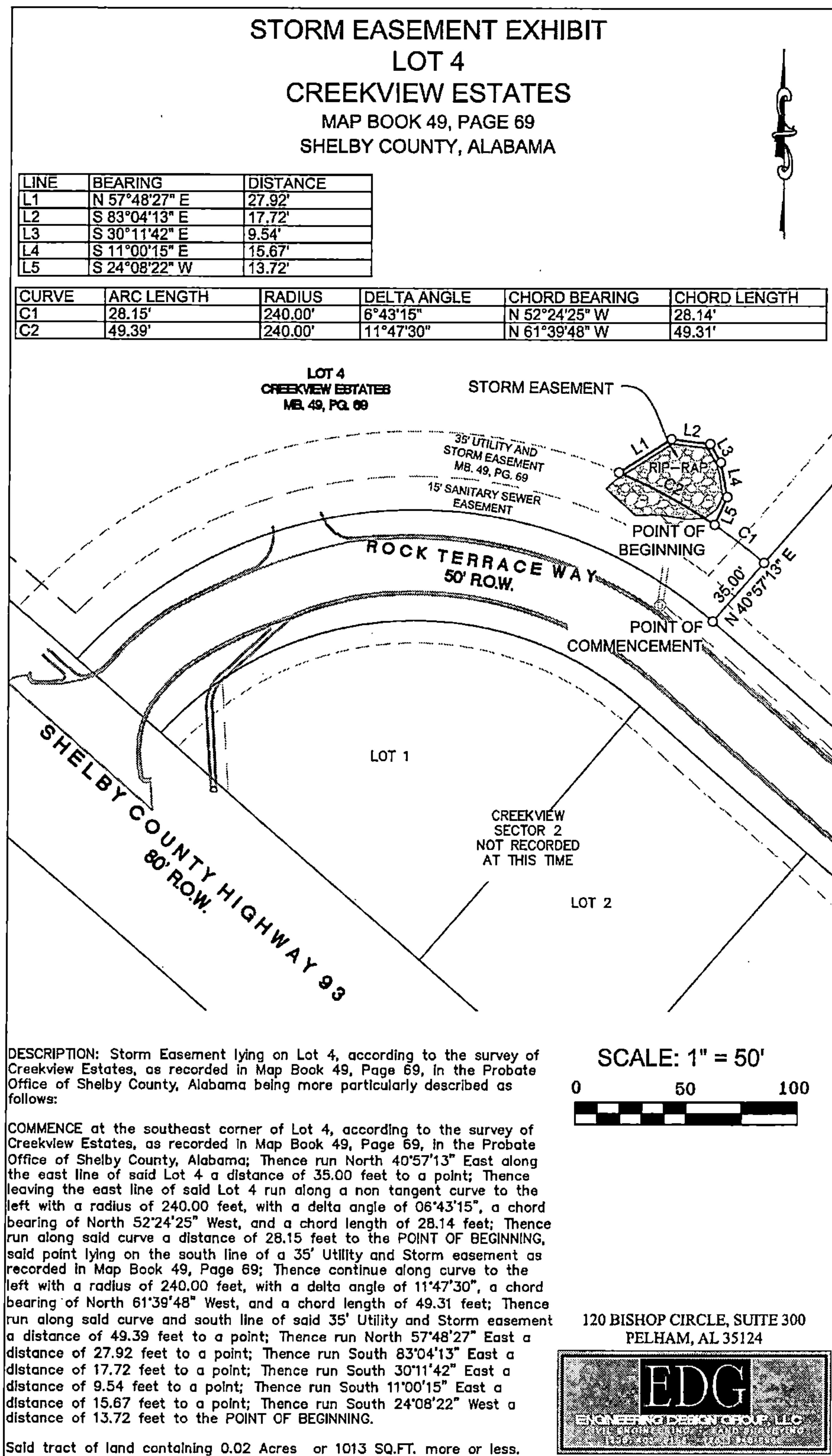

NOTARY PUBLIC
My Commission Expires: September 18, 2023





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Exhibit A
Legal Description of Easement Area



U:\PROJECTS\DRH00009 - Creekview\Survey\Cad\Draw\DRH00009 - EASEMENT LOT 4.dwg