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Shelby Cnty Judge of Probate, AL  
03/18/2022 11:47:23 AM FILED/CERT

STATE OF ALABAMA )  
:  
COUNTY OF SHELBY )

**EASEMENT FOR WATER LINE AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 16<sup>th</sup> day of March, 2022 by and between **Eddleman Residential, LLC, an Alabama limited liability company** (hereinafter referred to as "**Grantor**") and **Eddleman Residential, LLC, an Alabama limited liability company** (hereinafter referred to as "**Grantee**").

**RECITALS:**

Eddleman Residential, LLC is the fee owner of that certain real property referred to as Tract 1-1 (the "Tract 1-1") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference. 1,000.00

Eddleman Residential, LLC (the "Grantor") desires to grant and reserve unto itself, its successors and assigns, a permanent, non-exclusive easement over and upon the Water Line Easement Property for the purposes hereinafter set forth, which said easement is depicted in the survey of Tract 1-1 attached hereto as Exhibit "B" and being more particularly described as follows:

**DESCRIPTION OF WATER LINE EASEMENT**

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; THENCE RUN ALONG SAID PRIVATE DRIVE THE FOLLOWING COURSES: SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST FOR 50.04 FEET; SOUTH 11 DEGREES 28 MINUTES 14 SECONDS EAST FOR 41.87 FEET; SOUTH 09 DEGREES 39 MINUTES 54 SECONDS EAST FOR 68.70 FEET; SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 89.39 FEET; TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED THENCE RUN SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 62.10 FEET; THENCE RUN SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST FOR 110.39 FEET; THENCE RUN NORTH 45 DEGREES 24 MINUTES 21 SECONDS EAST FOR 137.78 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT ANY PART LYING IN THE EASEMENT FOR PINE MOUNTAIN TRAIL.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:





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1. **Grant of Easement by Grantors**

(a) Subject to the terms and provisions of Paragraph 1(b) below, Grantors do hereby grant, reserve and retain unto itself, its successors and assigns, along with their employees, agents, contractors and invitees, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Water Line Easement Property for the purpose of constructing, installing, inspecting, operating, repairing, maintaining and replacing a water line, pipe, conduit and other appurtenances within the Water Line Easement Property (collectively, the "Water Line Easement").

(b) Notwithstanding anything provided herein to the contrary, the easement created herein pursuant to Paragraph 1(a) above are subject to and limited as follows:

(i) The Water Line Easement may be assigned and transferred by Eddleman Residential, LLC to any appropriate water authority, municipality, county or other appropriate authority or entity, including but not limited to Shelby County Water Services, which shall own and operate the Water Line to be constructed, installed, operated, repaired or replaced within, over, under, on or upon the Water Line Easement Property.

(ii) It is contemplated that Eddleman Residential, LLC shall sell the Tract 1-1 Property to Adam D. Massey and Stacey A. Massey (Hereinafter referred to as "Massey"). In the event that Massey or their heirs, successors and assigns (the "Massey parties"), desire to connect to the water line within the Water Line Easement, the Massey Parties shall pay a one-time fee in the amount of \$30,000.00 to Eddleman Residential, LLC or its successors and assigns as reimbursement for installation of the water line to the property line of the Tract 1-1 property.

(iii) Anything to the contrary notwithstanding, nothing construed herein shall be construed to be a requirement of the Massey Parties to connect to the water line. If the Massey Parties connect to the water line, the one-time fee in the amount of \$30,000.00 shall be due and payable to Eddleman Residential, LLC or its successors and assigns, immediately. The obligation to pay the one-time fee in the amount of \$30,000.00 shall be in effect even in the event of the assignment or transfer of the Water Line and/or the Water Line Easement. Any fee charged to tap into the Water Line charged by the owner or operator of the Water Line in effect at the time of connection to the Water Line shall be a separate fee and shall be paid by the Massey Parties. This provision and obligation to pay shall survive the execution and delivery of the deed.

2. **Amendments.** This Agreement may be amended and modified only by a written instrument duly executed by Grantors, its successor and assigns.

3. **Miscellaneous.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantors and the Massey parties and their respective, heirs, successors and assigns, forever. The paragraph headings and captions used herein are for



convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

4. **Termination.** If any part of this agreement is breached or violated by the Massey Parties or their heirs, successors or assigns, this easement may be terminated by the Grantor, its successors and assigns, herein.

5. **Notices.** Any and all notices required or permitted to be given hereunder shall be in writing and shall be served on the parties at the following addresses:

If to GRANTOR:

Eddleman Residential, LLC  
2700 Highway 280 East Suite 425  
Birmingham, Alabama 35223

If to Massey:

Adam D. Massey and  
Stacey A. Massey  
326 Deer Meadow Drive  
Chelsea, Alabama 35043

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States Mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above or (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

6. **Governing Law.** UNLESS SUPERSEDED BY FEDERAL LAW, THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF ALABAMA. EXCLUSIVE VENUE FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT SHALL BE IN SHELBY COUNTY, ALABAMA.

7. **Waiver of Jury Trial.** THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND CAUSES OF ACTION RELATED TO OR ARISING OUT OF THE NEGOTIATION OR PERFORMANCE OF THIS AGREEMENT AND/OR RELATING TO OR ARISING FROM THIS AGREEMENT OR PROPERTY IN ANY MANNER.

8. **Ambiguities.** The parties and their respective counsel have reviewed this Agreement. The rule of construction requiring that ambiguities be resolved against the drafting party shall not be



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employed in the interpretation of this Agreement.

9. **Invalidity**. If any Agreement provision is invalid, illegal, or unenforceable, the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been in this Agreement.

10. **Exhibits**. All exhibits referenced in and attached to this Agreement are incorporated into this Agreement.

11. **Attorneys' Fees**. The prevailing party in any legal proceeding relating to, arising out of or based on this Agreement may recover reasonable and necessary attorneys' fees, investigation costs, expert fees and costs, and other costs incurred in connection with the legal proceeding from the non-prevailing party in addition to any other relief to which the prevailing party is entitled. The parties hereby agree and stipulate that the reasonableness and necessity of the costs and attorneys' fees shall be determined by the court and not the jury, and also agree and stipulate that the "prevailing party" means and is hereby defined as meaning, "the party that obtains a favorable finding by the court or jury as to liability, or breach, or as to the rights of the parties in a declaratory judgment case, or restraint of a right or act or conduct of an opposing party in a temporary restraining order or injunction case -- irrespective of whether or not the party actually obtains monetary, declaratory, injunctive, equitable or nominal relief."

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

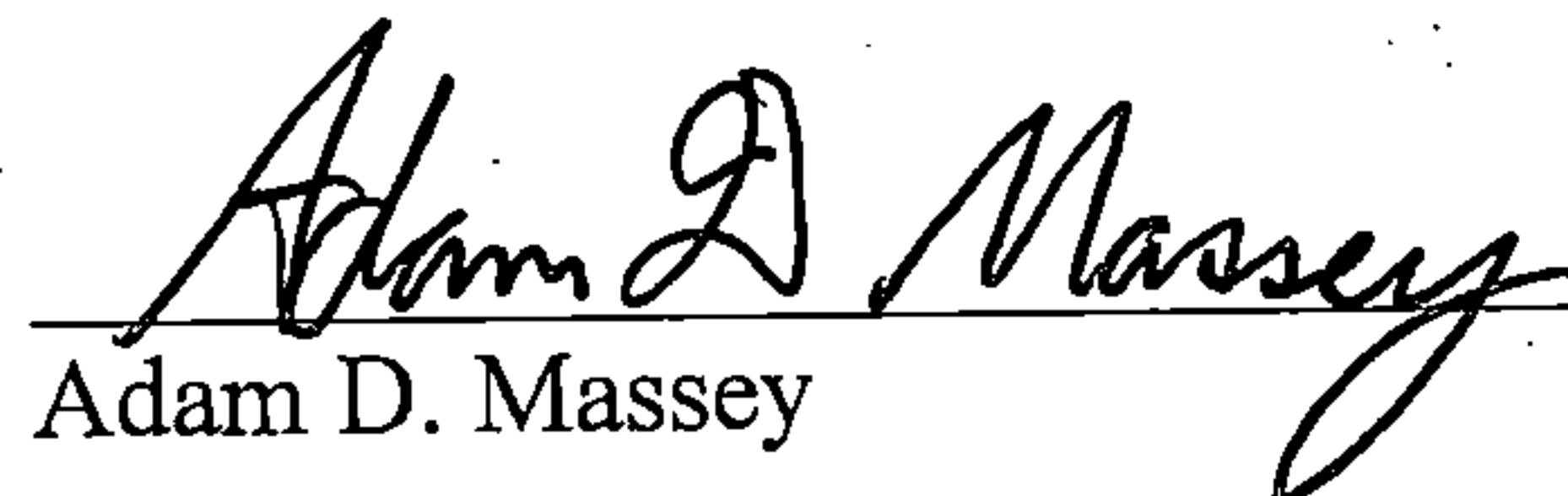
Grantor:

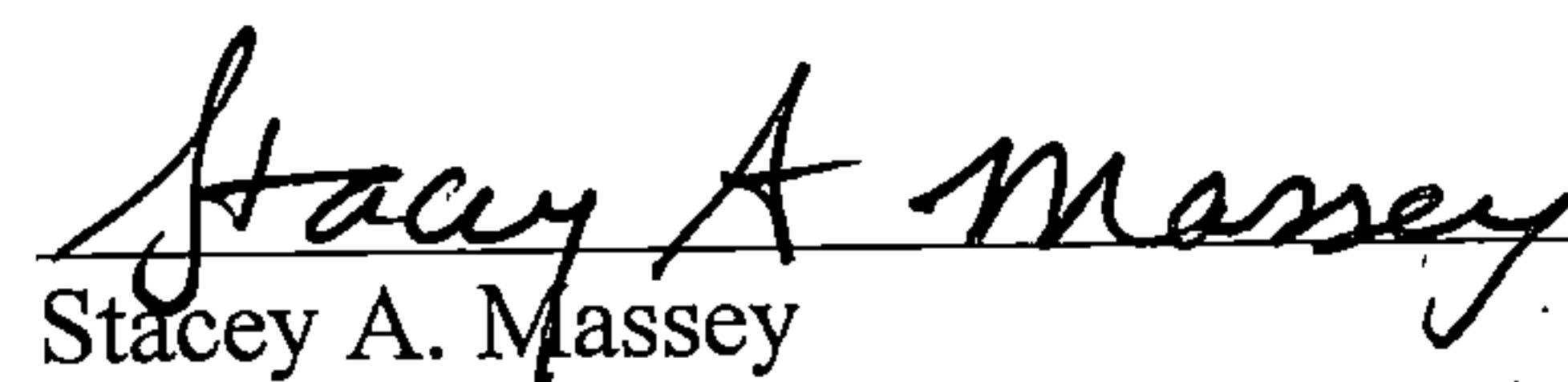
Eddleman Residential, LLC

By:

  
Douglas D. Eddleman

Its: President & CEO

  
Adam D. Massey

  
Stacey A. Massey



STATE OF ALABAMA )

SHELBY COUNTY )

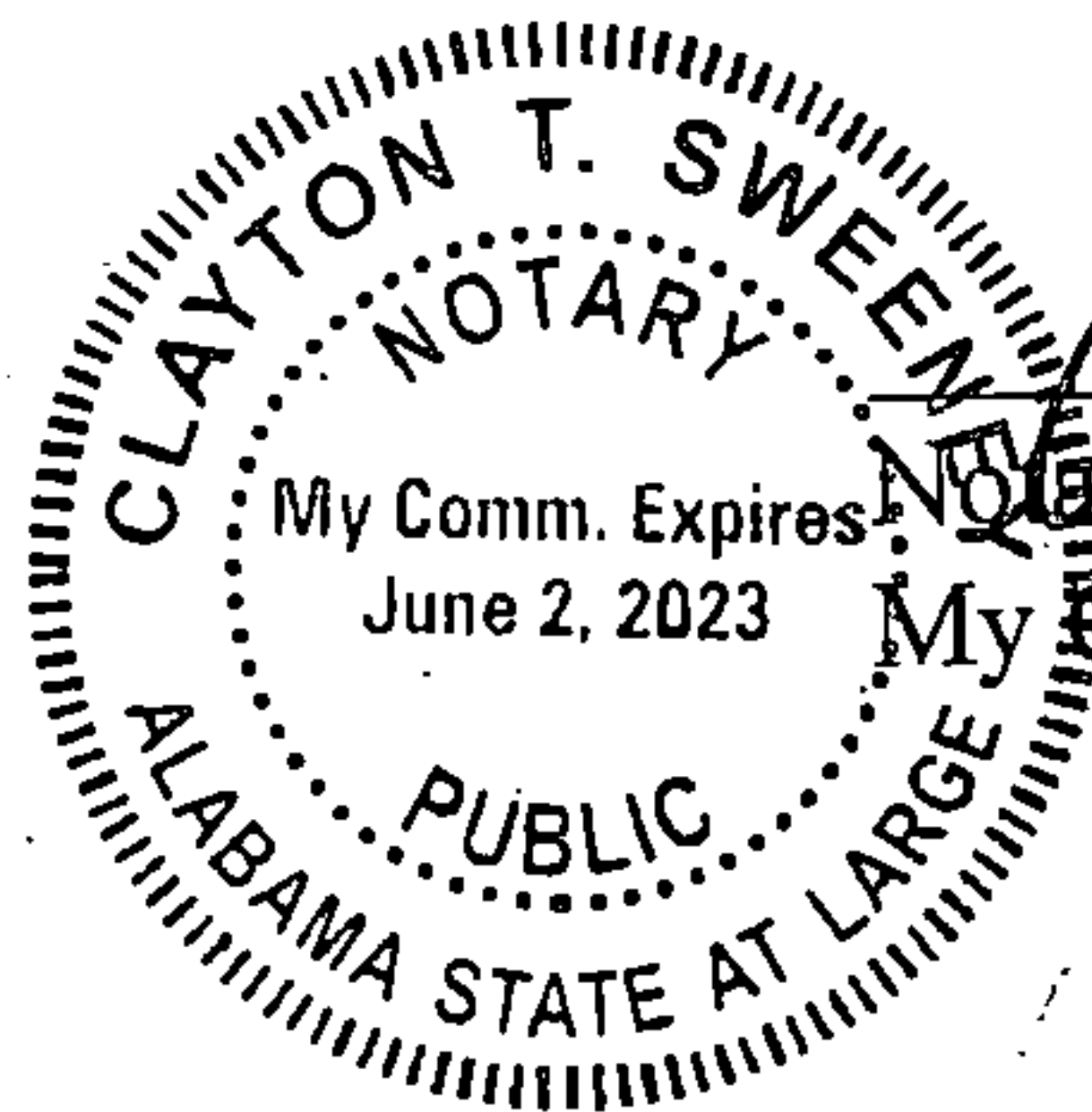


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I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Adam S. Massey and Stacey A. Massey, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16<sup>th</sup> day of March, 2022.

[NOTARIAL SEAL]



Notary Public

My Commission Expires:

6-2-2023

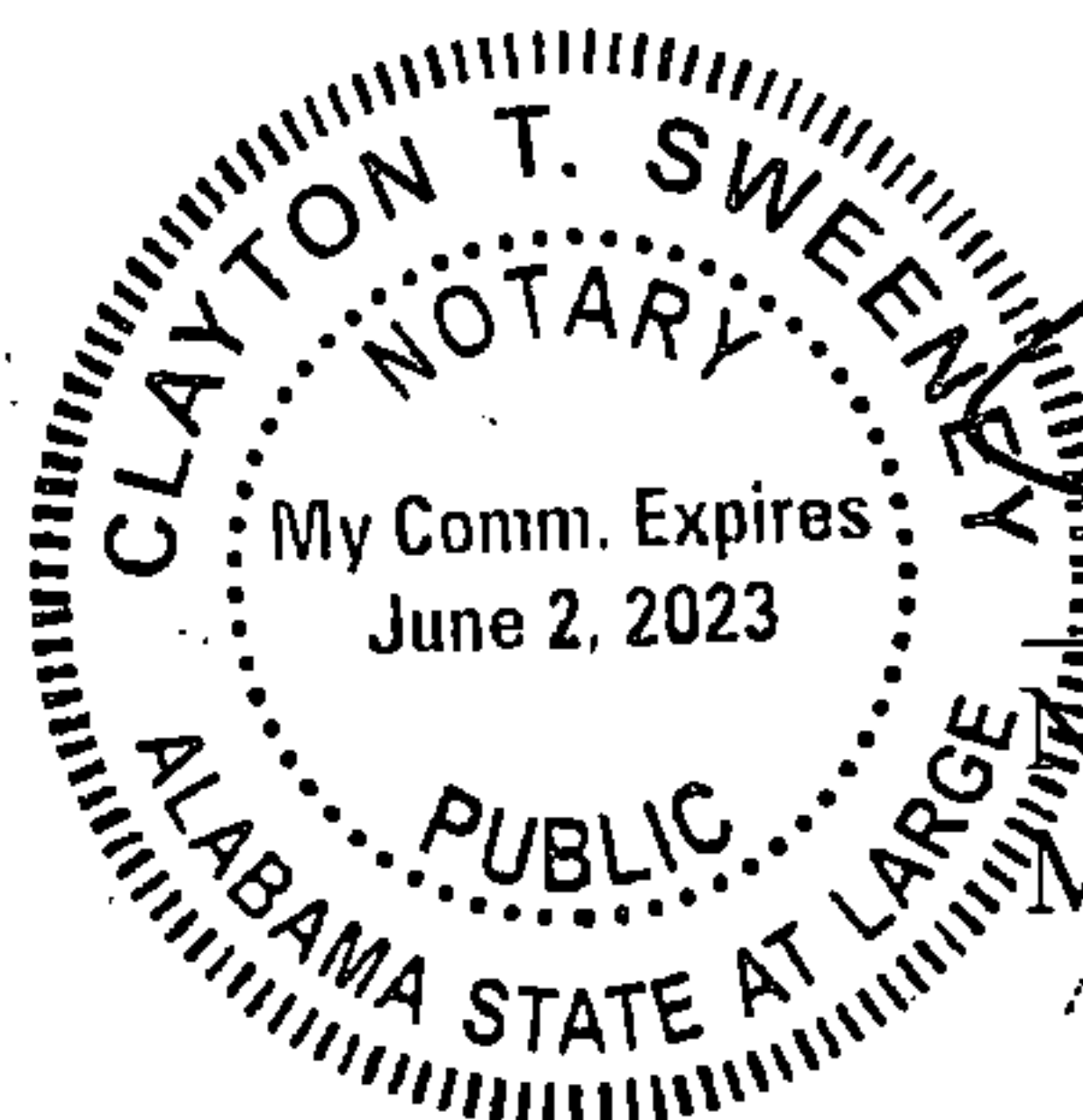
STATE OF ALABAMA )

SHELBY 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 & CEO of Eddleman Residential, LLC, 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 said 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 this the 16<sup>th</sup> day of March, 2022.

[NOTARIAL SEAL]



Notary Public

My Commission Expires: 06/02/2023

This instrument prepared by and  
upon recording should be returned to:  
Clayton T. Sweeney, Esq.  
Attorney At Law  
2700 Highway 280 East Suite 160  
Birmingham, Alabama 35223  
(205) 871-8855



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## EXHIBIT A

### Legal Description of Tract 1-1 Property

#### DESCRIPTION OF TRACT 1-1:

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA THENCE RUN NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SECTION 24 FOR 267.90 FEET; THENCE RUN NORTH 89 DEGREES 16 MINUTES 41 SECONDS WEST FOR 1384.10 FEET TO THE CENTERLINE OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE, AND THE POINT OF BEGINNING; THENCE RUN SOUTH 58 DEGREES 30 MINUTES 12 SECONDS WEST ALONG PINE MOUNTAIN TRAIL, A PRIVATE DRIVE FOR 50.61 FEET; THENCE RUN ALONG SAID PRIVATE DRIVE THE FOLLOWING COURSES: SOUTH 45 DEGREES 42 MINUTES 44 SECONDS WEST FOR 50.04 FEET; SOUTH 11 DEGREES 28 MINUTES 14 SECONDS EAST FOR 41.87 FEET; SOUTH 09 DEGREES 39 MINUTES 54 SECONDS EAST FOR 68.70 FEET; SOUTH 06 DEGREES 05 MINUTES 22 SECONDS EAST FOR 151.49 FEET; SOUTH 71 DEGREES 31 MINUTES 29 SECONDS WEST FOR 121.76 FEET; SOUTH 56 DEGREES 09 MINUTES 57 SECONDS WEST FOR 254.54 FEET; SOUTH 41 DEGREES 33 MINUTES 50 SECONDS WEST FOR 97.19 FEET; SOUTH 34 DEGREES 53 MINUTES 14 SECONDS WEST FOR 167.14 FEET; SOUTH 45 DEGREES 50 MINUTES 38 SECONDS WEST FOR 24.21 FEET; THENCE LEAVE SAID PRIVATE DRIVE AND RUN NORTH 40 DEGREES 10 MINUTES 28 SECONDS WEST FOR 107.43 FEET; THENCE RUN NORTH 16 DEGREES 58 MINUTES 37 SECONDS EAST FOR 104.66 FEET TO A POINT IN THE CENTER OF LITTLE CREEK; THENCE RUN ALONG SAID CREEK THE FOLLOWING COURSES: NORTH 31 DEGREES 35 MINUTES 52 SECONDS WEST FOR 76.78 FEET; NORTH 71 DEGREES 54 MINUTES 16 SECONDS WEST FOR 22.57 FEET; SOUTH 57 DEGREES 02 MINUTES 24 SECONDS WEST FOR 44.89 FEET; SOUTH 77 DEGREES 00 MINUTES 59 SECONDS WEST FOR 34.71 FEET; NORTH 65 DEGREES 04 MINUTES 57 SECONDS WEST FOR 86.64 FEET; NORTH 76 DEGREES 12 MINUTES 44 SECONDS WEST FOR 31.14 FEET; NORTH 16 DEGREES 31 MINUTES 41 SECONDS WEST FOR 35.51 FEET; NORTH 05 DEGREES 05 MINUTES 22 SECONDS EAST FOR 78.33 FEET; NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST FOR 76.72 FEET; NORTH 06 DEGREES 22 MINUTES 34 SECONDS WEST FOR 72.21 FEET; NORTH 20 DEGREES 47 MINUTES 44 SECONDS WEST FOR 175.74 FEET TO THE END OF SAID CREEK; THENCE LEAVING SAID CREEK RUN NORTH 00 DEGREES 28 MINUTES 28 SECONDS EAST FOR 206.41 FEET THENCE RUN NORTH 89 DEGREES 31 MINUTES 32 SECONDS WEST FOR 55.60 TO THE WATER'S EDGE OF HARGIS LAKE; THENCE RUN ALONG SAID WATER'S EDGE THE FOLLOWING COURSES: NORTH 09 DEGREES 04 MINUTES 02 SECONDS WEST FOR 108.27 FEET; NORTH 04 DEGREES 00 MINUTES 28 SECONDS WEST FOR 79.01 FEET; NORTH 23 DEGREES 24 MINUTES 46 SECONDS EAST FOR 108.24 FEET; NORTH 42 DEGREES 19 MINUTES 32 SECONDS EAST FOR 117.64 FEET; NORTH 56 DEGREES 04 MINUTES 35 SECONDS EAST FOR 120.99 FEET; NORTH 42 DEGREES 24 MINUTES 09 SECONDS EAST FOR 106.58 FEET; NORTH 21 DEGREES 15 MINUTES 44 SECONDS EAST FOR 52.27 FEET; NORTH 54 DEGREES 50 MINUTES 02 SECONDS EAST FOR 80.34 FEET; NORTH 61 DEGREES 31 MINUTES 42 SECONDS EAST FOR 28.72 FEET; THENCE LEAVING SAID WATER'S EDGE RUN SOUTH 38 DEGREES 47 MINUTES 24 SECONDS EAST FOR 997.63 FEET TO PINE MOUNTAIN TRAIL, A PRIVATE DRIVE AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 20.16 ACRES MORE OR LESS.