



20240823000263780 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
08/23/2024 08:57:59 AM FILED/CERT

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made this 8th day of AUGUST, 2024 by and between Doris Marie Martin a/k/a Doris Robertson ("Martin") and the Gober Revocable Trust, dated June 20, 2012 ("Gober").

WITNESSETH:

WHEREAS, Martin owns 261 Everine Drive, Calera, Alabama 35040, parcel ID number: 34 3 06 0 000 003.002, as more fully described in Exhibit A (the Martin Property);

WHEREAS, Gober owns 285 Cypress Lake Drive, Calera, Alabama 35040, parcel ID number: 34 3 06 0 000 001.000, as more fully described in Exhibit B (the Gober Property); and

WHEREAS, Gober intends to install water lines that will run through the Martin Property (the Easement Area), as shown by the drawing attached hereto as Exhibit C and incorporated herein by reference.

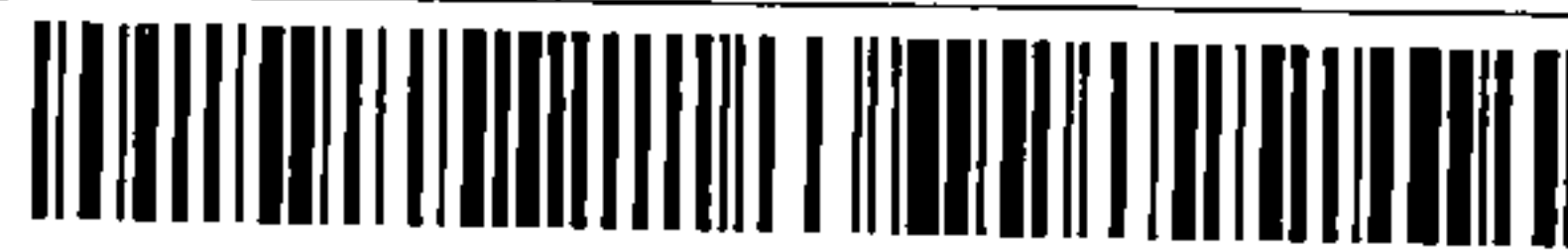
WHEREAS, Martin agrees to grant Gober a five-foot easement and right for the continued use and maintenance of water lines, as well as the installation of replacement water lines in the Easement Area subject to the terms and conditions stated herein.

NOW THEREFORE, for valuable consideration including the \$10,000.00 payment from Gober to Martin, the receipt and sufficiency of which is hereby acknowledged, as well as the improvements to be performed by Gober as stated herein, Martin a [] married or ☒ unmarried woman, does hereby grant to Gober, its trustees, heirs, successors, and assigns, a five-foot easement in, under, on, over, and across the Martin Property as shown on Exhibit C and located on the Martin Property for the purpose of allowing Gober the continued use of water lines, maintenance of water lines, and installation of new water lines in the Easement Area.

In the event Gober's use of this five-foot Easement requires access to underground water lines or other necessary work, Gober shall maintain or restore the Martin Property to its original condition at Gober's sole cost and expense. Any work or restoration shall be done in a good and workmanlike manner and in accordance with ordinary industry standards. Martin grants Gober and its agents access to the Easement Area to accomplish the purpose of the five-foot Easement provided herein. Martin shall not place or affix anything within the Easement Area that disturbs Gober's use of this five-foot easement.

Gober and Martin agree that Gober shall install a solar powered gate at the entrance to Everine Drive, install a new water line (located in the trench for the Gober water lines) on the Martin Property serving the Martin Property, and Gober shall also lay #57 gravel on Everine Drive and upon completion of these improvements turn over control and ownership of said improvements to Martin and the other owners of properties on Everine Drive. The above-mentioned \$10,000.00 consideration from Gober to Martin shall be provided in two payments: 1) \$5,000.00 within seven days of the full execution of this agreement, and 2) \$5,000.00 within seven days of the completion of the installation of a new water line within the Easement Area serving the Gober Property.

This five-foot easement shall be binding on, and shall inure to the benefit of, the heirs, trustees, personal representatives, successors, assigns and grantees of the parties hereto and constitutes a covenant running with the land, and, as such, may not be modified, restricted or terminated without the express written consent of both the Martin and Gober, or their respective heirs, trustees, personal representatives, successors, and assigns. This instrument contains the entire agreement between the Parties regarding the subject matter of this Easement Agreement.



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IN WITNESS WHEREOF, Gober has hereunto set its hand and seal this the 8th
day of August, 2024.

The Gober Revocable Trust, dated June 20,
2012

By: James R. Gober

Its: TRUSTEE

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county and state,
hereby certify that James R. Gober whose name as trustee of the Gober
Revocable Trust, dated June 20, 2012, is signed to the foregoing conveyance, and who is
known to me, acknowledged before me that, being informed of the contents of the
foregoing conveyance, he, as such officer and with full authority executed the same for
and as the act of said corporation.

Given under my hand and official seal on this the 8th day of August 2024.

[AFFIX SEAL]

Heather W. Stearns
Notary Public

NAME Heather W. Stearns

My Commission Expires: 8/19/2024



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IN WITNESS WHEREOF, Martin has hereunto set her hand and seal this the 8th
day of August, 2024.

Doris Marie Martin
Doris Marie Martin

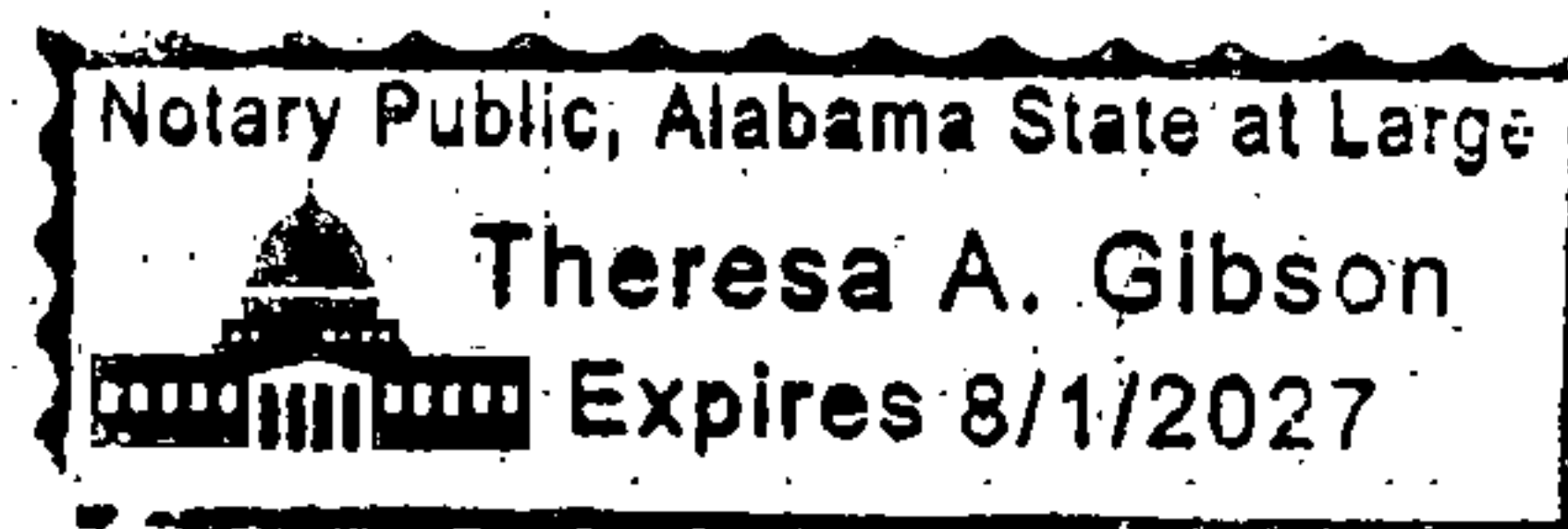
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Doris Marie Martin, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8th day of August 2024.

[AFFIX SEAL]

[Signature]
Notary Public
NAME Theresa Gibson
My Commission Expires: _____



Prepared by:
Albert C. Boykin III
2001 Park Place North, Suite 540
Birmingham, AL 35203



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Exhibit A

Parcel V: Beginning at the S.E. Corner of the N.W. 1/4 of the N.E. 1/4 of Section 6, Township 24 North, Range 14 East; Thence run along the south line of said 1/4-1/4 section S 88 degrees 50' 20" West a distance of 595.83' to a point; Thence N 01 degrees 09' 06" West a distance of 659.27' to a point; Thence North 89 degrees 05' 28" East a distance of 595.84' to a point; Thence South 01 degree 09' 06" East a distance of 656.65' to the Point of Beginning. Containing 392033.54 square feet or 9.00 acres more or lesss.

Subject to a 30' easement for ingress, egress and utilities along the south line of the described property.



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Exhibit B

Being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama and being more particularly described as follows: BEGIN at the SW Corner of the above said $\frac{1}{4}$ - $\frac{1}{4}$, said point being the POINT OF BEGINNING; thence N88°58'23"E, a distance of 493.9'; thence N35°21'27"E, a distance of 318.99'; thence N01°17'05"W, a distance of 1065.19'; thence S89°13'59"W, a distance of 669.09' to the NW Corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence S00°13'19"E, a distance of 667.26'; thence S01°02'14"E, a distance 657.83' to the POINT OF BEGINNING.

Also and including a 30' non-exclusive perpetual easement for Ingress/Egress and Utility Easement as recorded in Instrument #2014040300009647.

Grantor herein reserves a 30' Ingress/Egress and Utility Easement, lying 15' either side of and parallel to the following described centerline:

Commence at the SW Corner of the above said $\frac{1}{4}$ - $\frac{1}{4}$; thence N01°02'14"W, a distance of 15.00' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N88°58'23"E, a distance of 504.97' to the POINT OF ENDING OF SAID CENTERLINE. The north line of said easement will extend to Parcel 2.



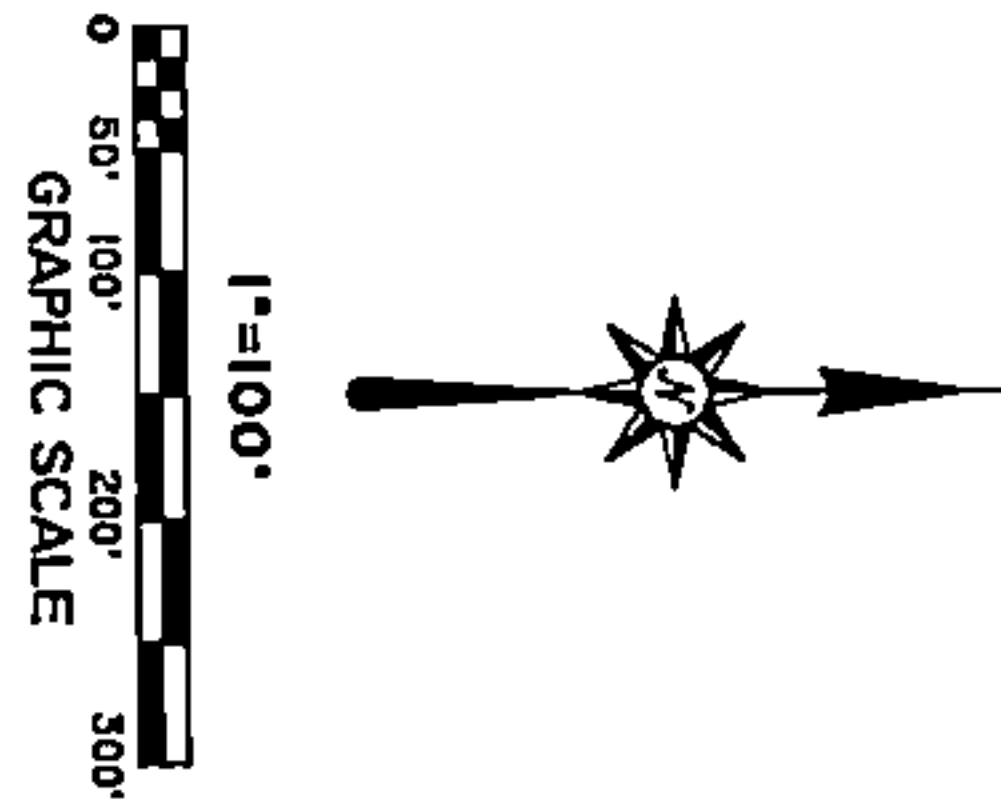
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Exhibit C

(See attached Map)



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PARCEL NUMBER: 34 3 06 0 000 005.000
OWNER: GRADY FENN CHURCH
ADDRESS: PO BOX 65 BIRMINGHAM, AL 35201

PARCEL NUMBER:
34 3 06 0 000 004.001
OWNER:
CLINT & SHEA BARNETT
ADDRESS:
135 BURCUNDY LANE CALERA, AL 35040

PARCEL NUMBER: 34 3 06 0 000 003.000
OWNER: CARLTON & MYRA MARTIN
ADDRESS: 623 HWY 301 CALERA, AL 35040

PARCEL NUMBER: 34 3 06 0 000 003.001
OWNER: MYRA ANN MARTIN
ADDRESS: 169 EVERINE DR CALERA, AL 35040

PARCEL NUMBER: 34 3 06 0 000 008.000
OWNER: GRADY FENN CHURCH
ADDRESS: PO BOX 65 BIRMINGHAM, AL 35201

PARCEL NUMBER: 34 3 06 0 000 003.002
OWNER: DORIS MARIE MARTIN
ADDRESS: 261 EVERINE DR CALERA, AL 35040

PARCEL NUMBER: 34 3 06 0 000 002.000
OWNER: JOHN A & REGINA E KILLINGSWORTH
ADDRESS: 507 HWY 301 CALERA, AL 35040

PARCEL NUMBER: 28 6 24 0 000 005.000
OWNER: GORDON TIMBERLANDS LTD
ADDRESS: P O BOX 435 COLUMBIANA, 35051

PARCEL NUMBER: 34 3 06 0 000 001.000
OWNER: JAMES R & PATRICIA E GOBER TRUSTEE
ADDRESS: 285 CYPRESS LAKE DR, AL 35040

PARCEL NUMBER: 34 3 05 0 000 604.000
OWNER: JASON & ANDREA LUCIA
ADDRESS: 371 CYPRESS LAKE DR CALERA AL 35040

PARCEL NUMBER: 34 3 05 0 000 005.000
OWNER: DALE & LEA CALLAHAN
ADDRESS: 639 CYPRESS LAKE DR CALERA AL 35040

NO IMPROVEMENTS SHOWN PER OWNER'S REQUEST.



- GRAVEL PARKING
- WITH ATTENDANT
- CONCRETE PARKING

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C1	SHEET	SCALE	DATE	REVISIONS	ENGINEER	PROJECT	EASEMENT EXHIBIT		MTR	MTRR ENGINEERS, INC. CONSULTING ENGINEERS-LAND SURVEYORS 3 RIVER CHASE RIDGE, HOOVER, AL 35244 TELEPHONE (205) 320-0114
							MAKING A DIFFERENCE 371 U CYPRESS LAKE DRIVE CALERA, ALABAMA 35040 JIM GOBER CALERA, ALABAMA			