



20240826000266330 1/8 \$44.00
Shelby Cnty Judge of Probate, AL
08/26/2024 01:48:06 PM FILED/CERT

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made this 13th day of AUGUST, 2024 by and between Myra Ann Martin ("Martin") and the Gober Revocable Trust, dated June 20, 2012 ("Gober").

WITNESSETH:

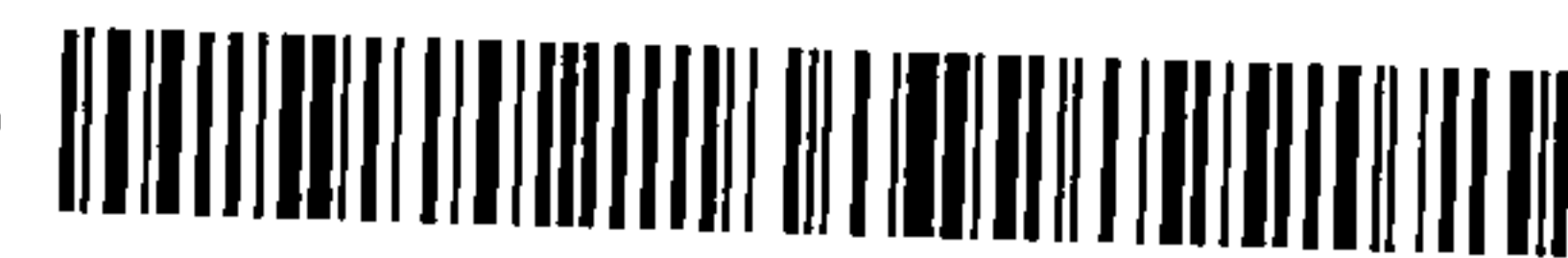
WHEREAS, Martin owns 169 Everine Drive, Calera, Alabama 35040, parcel ID number: 34 3 06 0 000 003.001, as more fully described in Exhibit A and incorporated herein by reference (the Martin Property);

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 and incorporated herein by reference (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.



20240826000266330 2/8 \$44.00
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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, repair a portion of Everine Drive south of 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.



20240826000266330 3/8 \$44.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Gober has hereunto set its hand and seal this the 13th

day of August, 2024.

The Gober Revocable Trust, dated June 20, 2012

By: James R. Gober

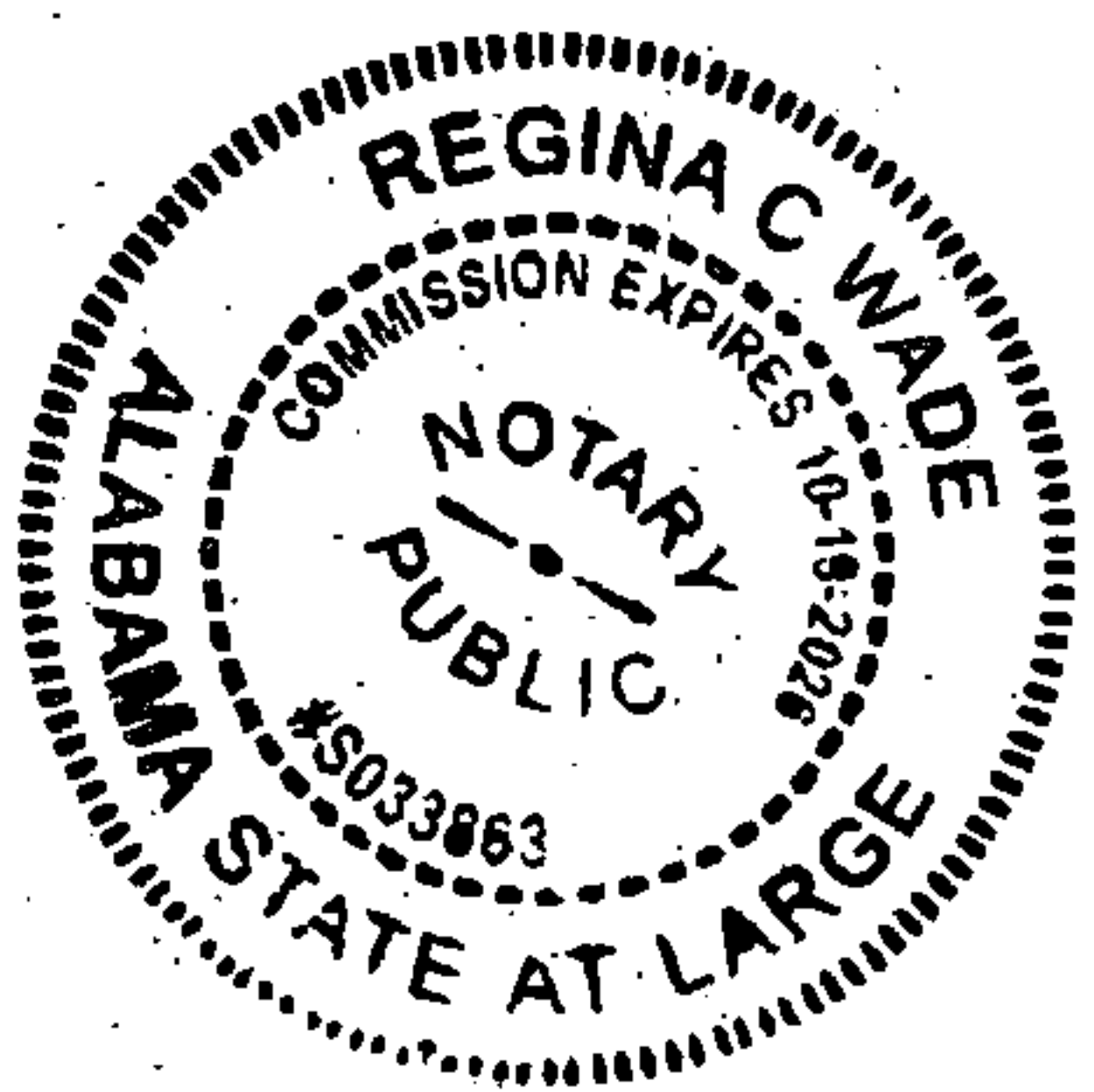
Its: Trustee

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 13 day of August 2024.

[AFFIX SEAL]



Regina C Wade

Notary Public

NAME Regina C Wade

My Commission Expires: 10-19-2026



20240826000266330 4/8 \$44.00
Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Martin has hereunto set her hand and seal this the 13

day of August, 2024.

Myra Ann Martin
Myra Ann Martin

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Myra Ann 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 13 day of August 2024.

[AFFIX SEAL]



Regina C Wade
Notary Public
NAME Regina C Wade
My Commission Expires: 10-19-2026

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



20240826000266330 5/8 \$44.00
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Exhibit A

Commencing at the S.W. Corner of the N.W. 1/4 of the N.E. 1/4; Thence Run along the south line of said 1/4 of 1/4 Section N 88-50' 20" E a distance of 114.91' to the Point of Beginning; Continuing at the Point of Beginning; Thence N 88-50' 20" E a distance of 585.17' to a point; Thence N 01-09- 06" W a distance of 659.27' to a point; Thence S 89-05' 28" W a distance of 510.24' to a point; Thence S 00-01' 44" W a distance of 418.05' to a point; Thence N 86-55' 47" W a distance of 63.91' to a point; Thence S 00-33- 20" E a distance of 248.29' to the Point of Beginning. Located in Section 6, Township 24 North, Range 14 East. Containing 356851.38 square feet or 8.1922 acres more or less.



20240826000266330 6/8 \$44.00
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Exhibit B

Being in the NE ¼ of the NE ¼ 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 ¼ - ¼, 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 ¼ - ¼; 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 ¼ - ¼; 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.



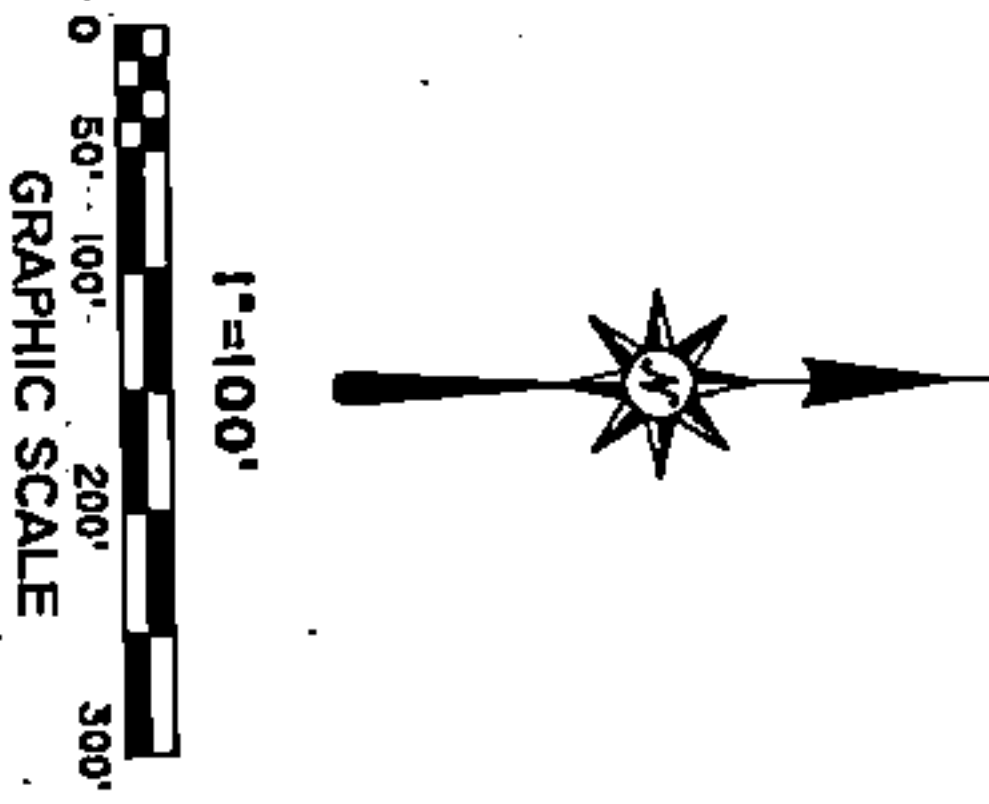
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Exhibit C

(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 BURGUNDY 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 0 000 002.000
OWNER: JOHN A & REGINA E KILLINGSWORTH
ADDRESS: 507 HWY 301 CALERA, AL 35040

PARCEL NUMBER: 34 3 06 0 000 003.002
OWNER: DORIS MARIE MARTIN
ADDRESS: 261 EVERINE DR 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 1
20.07± ACRES

PARCEL 2
20.19± ACRES

PARCEL NUMBER: 34 3 05 0 000 004.000
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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|--------------------|---|-----------|----------|---------|---|------------------------------------|---|
| SHEET C1 | DATE 8/26/2024 FILE NAME 20000112200001.dwg DRAWN RGS CHECKED DAN SCALE SEE PLAN | REVISIONS | ENGINEER | PROJECT | EASEMENT EXHIBIT MAKING A DIFFERENCE 371 U CYPRESS LAKE DRIVE CALERA, ALABAMA 35040 JIM GOBER CALERA, ALABAMA | MILLER-THOMPSON-TAYLOR-JAMISON | MTTR ENGINEERS, INC. CONSULTING ENGINEERS-LAND SURVEYORS 3 RIVER CHASE RIDGE, HOOVER, AL 35244 TELEPHONE (205) 320-0114 |
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