

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Rose & White LL
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104



STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

EASEMENT FOR SANITARY SEWER SERVICE LINE

KNOW ALL MEN BY THESE PRESENTS:

This Easement is entered into effective the 5th day of April, 2006, by and among **MOLOKAI DEVELOPMENT, L.L.C.**, an Alabama limited liability company (“Grantor”) and **R. B. COATS III**, a married man, and **LEE S. WILKERSON**, a married man (“Grantees”)

WITNESSETH:

WHEREAS, Grantor is the owner of Lot 14 (hereinafter “Lot 14”) according to the record plat of Montevallo Park Subdivision, a Private Subdivision (“Montevallo Park”) as recorded in Map Book 218, page 47, in said Probate Office; and

WHEREAS, Grantees are the owners of Lot 11-A (hereinafter “Lot 11-A”) according to the record plat of a Resurvey of Lot 11, Block 1, of Stonehurst Survey, as recorded in Map Book 219, page 19, in the Office of the Judge of Probate of Jefferson County, Alabama; and

WHEREAS, Grantees desire an easement across a portion of Lot 14 for the installation and maintenance of an underground sanitary sewer service line in order to connect Lot 11 A to the sanitary sewer line located within that certain private road right of way in Montevallo Park known as Montevallo Park Place; and

WHEREAS, Grantor has agreed to grant to Grantees an exclusive, perpetual easement for said sewer line, subject to the terms and provisions set forth hereinbelow.

NOW, THEREFORE, in consideration of the recitals, Ten and No/100 Dollars (\$10.00) in hand paid by each party to the other, the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions hereof, Grantor does hereby grant, bargain, sell, and convey unto Grantees, for the exclusive use and benefit of Grantees and the subsequent owners and occupants of Lot 11-A, a permanent and exclusive easement (the “Easement”), being ten (10) feet wide, for the construction, installation, operation, maintenance, repair, and replacement of an underground sanitary sewer service line, including

sewer lines and related equipment, accessories, facilities and appurtenances, over, across, upon and under the following described land situated in Jefferson County, Alabama (the "Easement Property") to-wit:

The North 10 feet of Lot 14, Montevallo Park, a Private Subdivision, as recorded in Map Book 218, page 47, in the Office of the Judge of Probate of Jefferson County, Alabama (a survey of which is attached as *Exhibit A*)

In connection with the exercise of the Easement, the owners and occupants of Lot 11-A shall be responsible for restoring any part of Grantor's property that is disturbed.

TO HAVE AND TO HOLD, the Easement to Grantees, their heirs and assigns, forever, provided that Grantor herein shall have and expressly reserve to Grantor the right to use and enjoy the Easement Property, but such use and enjoyment by Grantor shall be in such a manner as to not interfere with the use thereof by Grantees, their heirs and assigns, as permitted herein.

2. Perpetual Easement; Successors and Assigns. The Easement is intended to be appurtenant to Lot 11-A and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns and the future owners and occupants of Lot 11-A.

3. Title. The Easement is conveyed subject to all easements, restrictions, rights of way, encumbrances, and other matters of record and all matters that would be revealed by an accurate survey or on-site inspection of the subject real property. Lot 11-A is not the homestead of either of Grantees.

4. Private Property. Subject to the terms and provisions hereof, the Easement is and shall remain private property and shall be for the sole and exclusive use of Grantees and their successors in interest in Lot 11-A. This Easement shall not be construed to create, grant, or dedicate any public rights, privileges, licenses, or easements in the Easement Property.

5. Modification and Amendment. This Easement shall not be modified or amended in any respect.

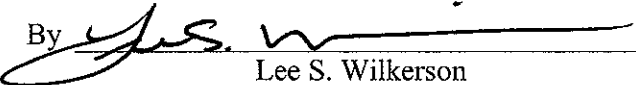
6. Severability. If any provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Alabama.


IN WITNESS WHEREOF, Grantor and Grantees have caused this Easement to be executed under seal as of the date first above written.

GRANTOR:

MOLOKAI DEVELOPMENT, L.L.C.

By 
Lee S. Wilkerson
Its Member

GRANTEES:

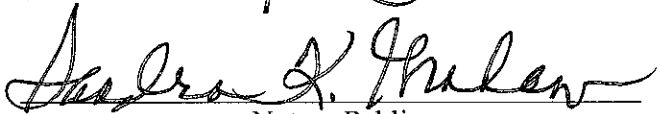

R. B. Coats III


Lee S. Wilkerson

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Lee S. Wilkerson, whose name as Member of Molokai Development, L.L.C., an Alabama limited liability company is signed to the foregoing Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

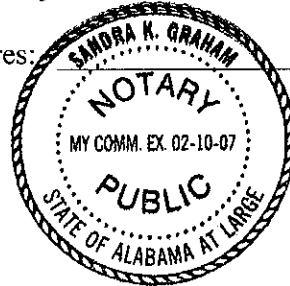
Given under my hand and seal on the 5th day of April, 2006.



Notary Public

[NOTARIAL SEAL]

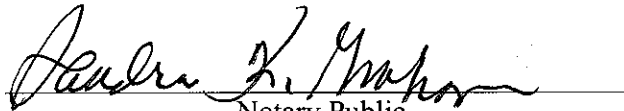
My commission expires: _____



STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that R. B. Coats III, whose name is signed to the foregoing Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

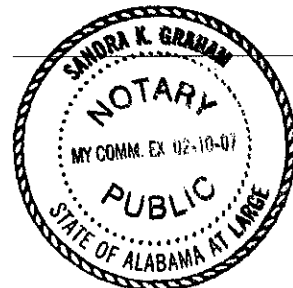
Given under my hand and seal on the 5th day of April, 2006.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____



STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

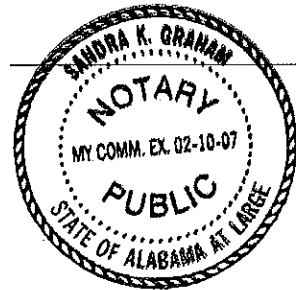
I, the undersigned, a notary public in and for said county in said state, hereby certify that Lee S. Wilkerson, whose name is signed to the foregoing Easement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 5th day of April, 2006.

Sandra K. Graham
Notary Public

[NOTARIAL SEAL]

My commission expires: _____



CONSENT

FIRST COMMERCIAL BANK, as the holder of a mortgage lien upon the property affected by this Easement, hereby evidences the consent of First Commercial Bank to the terms and provisions thereof.

Dated the 5th day of April, 2006.

FIRST COMMERCIAL BANK

By *Fred R. Ellrott*
Name Fred R. Ellrott
Its Sr. Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of First Commercial Bank, is signed to the foregoing Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Easement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal the _____ day of _____, 2006.

Meighan Stuman
Notary Public

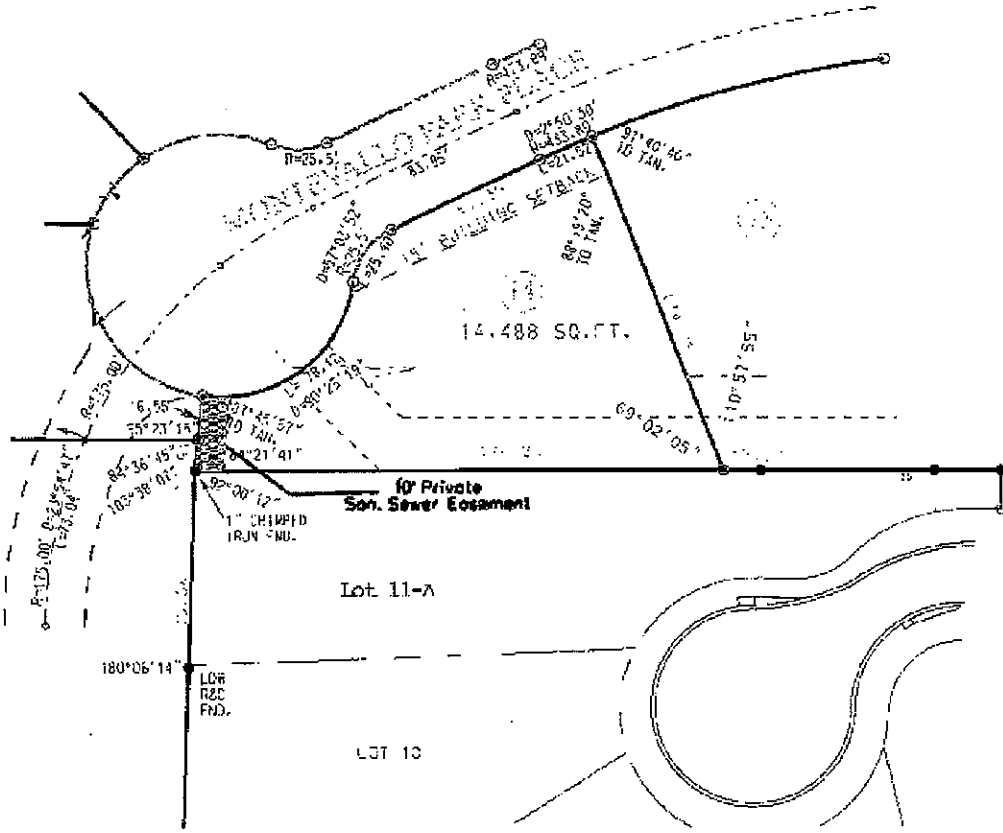
**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 20, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

[NOTARIAL SEAL]

My commission expires: _____

EXHIBIT A

Sanitary Sewer Easement
 Lot 14
MONTEVALLO PARK SUBDIVISION
 Map Book 218, Page 47



A private sanitary sewer easement being 10' wide,
 described as follows:
 the North 10 feet of Lot 14,
 Montevallo Park, A Private Subdivision,
 recorded in Map Book 218, Page 47, in the
 Office of the Probate Judge
 of Jefferson County, Alabama.

