

STATE OF ALABAMA )

SHELBY COUNTY )

EASEMENT

In consideration of \$1.00 and other good and valuable considerations paid by Wayne R. Satterwhite (hereinafter called "WRS") to Ruby P. Levey and husband Harry Schinert (hereinafter called "Grantors"), the receipt and sufficiency of which the Grantors hereby acknowledge, the Grantors hereby grant to WRS a permanent easement over, across and under the hereinafter described real estate to provide pedestrian and vehicular ingress to, and egress from, the East half of the Northeast quarter of Section 5 and the West half of the Northwest quarter of Section 4, all in Township 21 South, Range 2 West, Shelby County, Alabama (hereinafter called "Property") for WRS and his heirs, assigns, tenants, invitees and designees (hereinafter called "Easement"):

A 60 foot wide right of way located in the Southwest Quarter of the Northeast Quarter of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Southwest Quarter of Northeast Quarter of Section 5; thence run in a westerly direction along the South line of said Quarter-Quarter Section for 479.0 feet to the point of beginning of the right of way herein described, said right of way being 60 feet wide and lying 30 feet on each side of the following described center line; thence turn an angle of 115°00' to the right and run northeasterly for 34.53 feet to the beginning of a curve to the right having a central angle of 25°00' and a radius 135.32 feet; thence run northeasterly along the arc of said curve for 59.04 feet to the end of said curve; thence run northeasterly on a line tangent to said arc for 99.87 feet to the beginning of a curve to the left having a central angle of 17°00' and a radius of 334.55 feet; thence run northeasterly along the arc of said curve for 99.26 feet to the end of said curve; thence run northeasterly on a line tangent to said arc for 157.0 feet to the beginning of a curve to the right having a central angle of 21°00' and a radius of 269.77 feet; thence run northeasterly along the arc of said curve for 98.87 feet to the end of said curve; thence run northeasterly on a line tangent to said arc for 135.0 feet, more or less, to its intersection with the East line of the Southwest Quarter of the Northeast Quarter of said Section 5, said point being the end of herein described center line.

In addition to the other rights hereby granted to WRS, WRS shall have the right, but shall not be obligated, to: (a) construct a road upon all or any portion of the Easement; (b) grade and/or pave, from time to time, all or any portion of the Easement; (c) use, maintain and repair any such road, including the shoulders thereof; (d) install, or have installed,

Wayne R. Satterwhite  
4212 Clairmont Ave.  
B'ham, AL 35211

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on, over and/or beneath the surface of the land across which the Easement is located, fixtures, equipment, appliances, poles, wire, pipelines and other lines and facilities which are necessary or desirable to provide sewer, gas, electric, water, telephone and any other utility service to the Property; (e) maintain, repair and replace all such utility fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities. WRS shall have the right, but not the obligation, to dedicate the road to Shelby County or to the appropriate municipality and if WRS wishes to dedicate the road to Shelby County or to such municipality, the Grantors agree to cooperate with WRS with regard to such dedication and to do such things and to take such action as may be necessary to accomplish the dedication of the road.

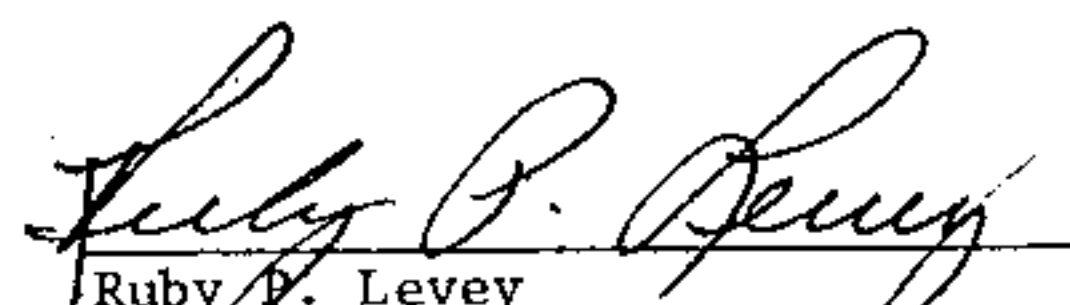
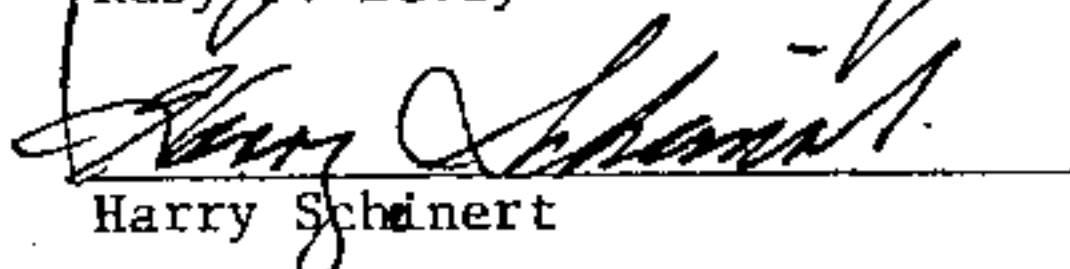
WRS's failure, for any period or periods of time, to use the Easement or to construct a road upon the Easement or to use any road constructed upon the Easement, shall not terminate, limit or affect any of WRS's rights under this instrument.

The Grantors agree that they shall not, and shall not have the right to, place or install any improvements, structures or any other property, real or personal, under, upon or above the Easement which may interfere with the rights of WRS under this instrument.

To have and hold the Easement and the rights referred to hereinbefore to WRS, his heirs and assigns, forever.

This instrument shall be binding upon, the Grantor and their heirs, personal representatives and assigns and this instrument shall inure to the benefit of WRS and his heirs, assigns, tenants, invitees and designees.

In witness whereof, Ruby P. Levey and husband Harry Schinert have executed this instrument on this \_\_\_\_ day of \_\_\_\_.

  
Ruby P. Levey  
  
Harry Schinert

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, Marie M. Wiles a Notary Public in and  
for said County, in said State, hereby certify that Ruby P. Levey  
and her husband, Harry Schinert, whose names are signed to the fore-  
going conveyance, and who are known to me, acknowledged before me  
this day that, being informed of the contents of the conveyance,  
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of May 1982

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1982 MAY 21 AM 10:02  
JUDGE OF PROBATE  
6.00  
Dued TAX.50  
Rec H.50  
Jud 1.00

Marie M. Wiles  
Notary Public

My Commission expires  
2-10-86

