

1028  
AGREEMENT FOR ACCESS EASEMENT

Comes now Shelby State Bank N.A. and Breckenridge Park Associates, Ltd. (collectively referred to as "Owners") and Nichols and Hill Construction Co. and Central Bank of the South.

The parties agree on follows:

CONVEYANCE OF EASEMENT

Owners hereby agree to grant and convey to Central Bank of the South easement for ingress and egress said easement being located on the following described property:

Parcel B: A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast Corner of said 1/4 - 1/4 section and run northerly along the East line 886.96 feet to a point; thence left 89 degrees 03 minutes 11 seconds and run westerly 1325.56 feet to a point on the easterly right-of-way line of Shelby County Highway No. 17; thence left 80 degrees 46 minutes 30 seconds and run southerly 75.98 feet along said easterly right-of-way line to Point of Beginning of the parcel herein described. Thence, from said Point of Beginning continue 105.53 feet along last named course and along said easterly right-of-way line to a point of curve to the left, said curve having radius 1597.02 feet and a central angle of 5 degrees 09 minutes 47 seconds; thence continue 143.91 feet along arc of said curve and along said right-of-way line to a point; thence left 94 degrees 03 minutes 43 seconds to tangent of said curve and run easterly 260.00 feet to a point; thence left 90 degrees 00 minutes and run northerly 247.06 feet to a point; thence left 90 degrees 00 minutes and run westerly 226.44 feet to the Point of Beginning of the parcel herein described. Said parcel of land contains 60,588 square feet or 1.39 acres, more or less.

and the easement being more particularly described as:

The access roads on the North and South boundary of the above referenced property which allows access to the sixteen units of Breckenridge Park Associates Ltd. apartment complex located on the above property. Said access roads are of asphalt paving and travel in the front of both eight unit buildings as shown on the attached survey referenced herein to as Exhibit "A" and incorporated herein by reference.

*Central Bank of the*

#### DURATION OF EASEMENT

Owners hereby agree that this easement shall endure until such time at which the city of Helena or other appropriate governing body shall accept dedication of the said roads by adopting a plot map of the entire development.

#### DEFINITION OF INGRESS AND EGRESS

Ingress and Egress shall mean the passage of light trucks and cars across the said access road and no construction vehicles shall be allowed the access road and a temporary road exists to serve such traffic, on Nichols and Hill property, which is mortgaged to Central State Bank.

#### MAINTENANCE

Nichols and Hill Construction Co. agrees to repair any damage caused by this access except normal wear and tear of the asphalt surface.

#### CONSIDERATION

Nichols and Hill agree that by being granted this easement, they will maintain the architectural styles of the project and cause townhomes to be built around the above described site. Owners agree that the presence of townhomes enhance their security and property of values.

#### SUCCESSORES AND ASSIGNS

This easement is to run with the land and shall be binding on and shall inure to the benefit of the parties hereto their successors and assigns. It is specifically noted that Central Bank of the South is a possible successor in interest to Nichols and Hill Construction Co. and is signatory of this document as a matter of record only as to show their security interest on the Nichols and Hill property.

This easement shall be null and void upon the City of Helena accepting dedication of the roads as shown on the exhibits.

ATTEST:

  
For: SHELBY STATE BANK

State of Alabama  
County of Shelby

On this the 26 day of March 1985, I Lisa J. Berry, a Notary Public in and for said county and in said state, hereby certify the Anthony F. Holmes, whose name is signed to the forgoing

conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance he duly executed the same voluntarily and as act on the day the same bears date for Shelby State Bank,

Given under my hand and seal of office this the 26 day of March, 1985.

Lisa J. Berry  
NOTARY PUBLIC My Commission Expires September 16, 1987  
My Commission Expires: \_\_\_\_\_

William D. Nichols on Behalf of  
BRECKENRIDGE PARK ASSOCIATES LTD.

By: President, Houston South Development, Inc., Its general partner.

State of Alabama  
County of Shelby

On this the 18th day of April, 1985 I the undersigned, a Notary Public in and for said county in said state, hereby certify that William D. Nichols, as President of Breckenridge Park Associates, Ltd. whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he duly executed the same voluntarily and as act on the day the same bears date.

Given under my hand and seal of office this the 18th day of April, 1985.

Rahm Syta  
NOTARY PUBLIC  
My Commission Expires: 10-17-86

William D. Nichols  
NICHOLS & HILL CONSTRUCTION CO.

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William D. Nichols, whose name as General Partner of Nichols & Hill Construction Co., an Alabama Partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, he as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal this the 18 day of April, 1985.

Rahm Syta  
NOTARY PUBLIC  
My Commission Expires: 10-17-86

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On this the \_\_\_\_\_ day of March, 1985, I, \_\_\_\_\_ a  
Notary Public in and for said county and in said state, hereby  
certify that \_\_\_\_\_ whose name is signed to the  
foregoing conveyance, and who is known to me, acknowledged before  
me that, being informed of the contents of the conveyance, he  
executed the same voluntarily and as act on the day the same bears  
date.

Given under my hand and seal of office this the \_\_\_\_\_ day of March,  
1985.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

CENTRAL BANK OF THE SOUTH

State of Alabama  
County of Shelby

On this the 18 day of May, 1985, I Undersigned, a  
Notary Public in and for said county and in said state, hereby  
certify that James Cooper Jr, whose name is signed to  
the foregoing conveyance, and who is known to me, acknowledged  
before me that, being informed of the contents of the conveyance,  
he executed the same voluntarily and as act on the day same bears  
date for Central Bank of the South.

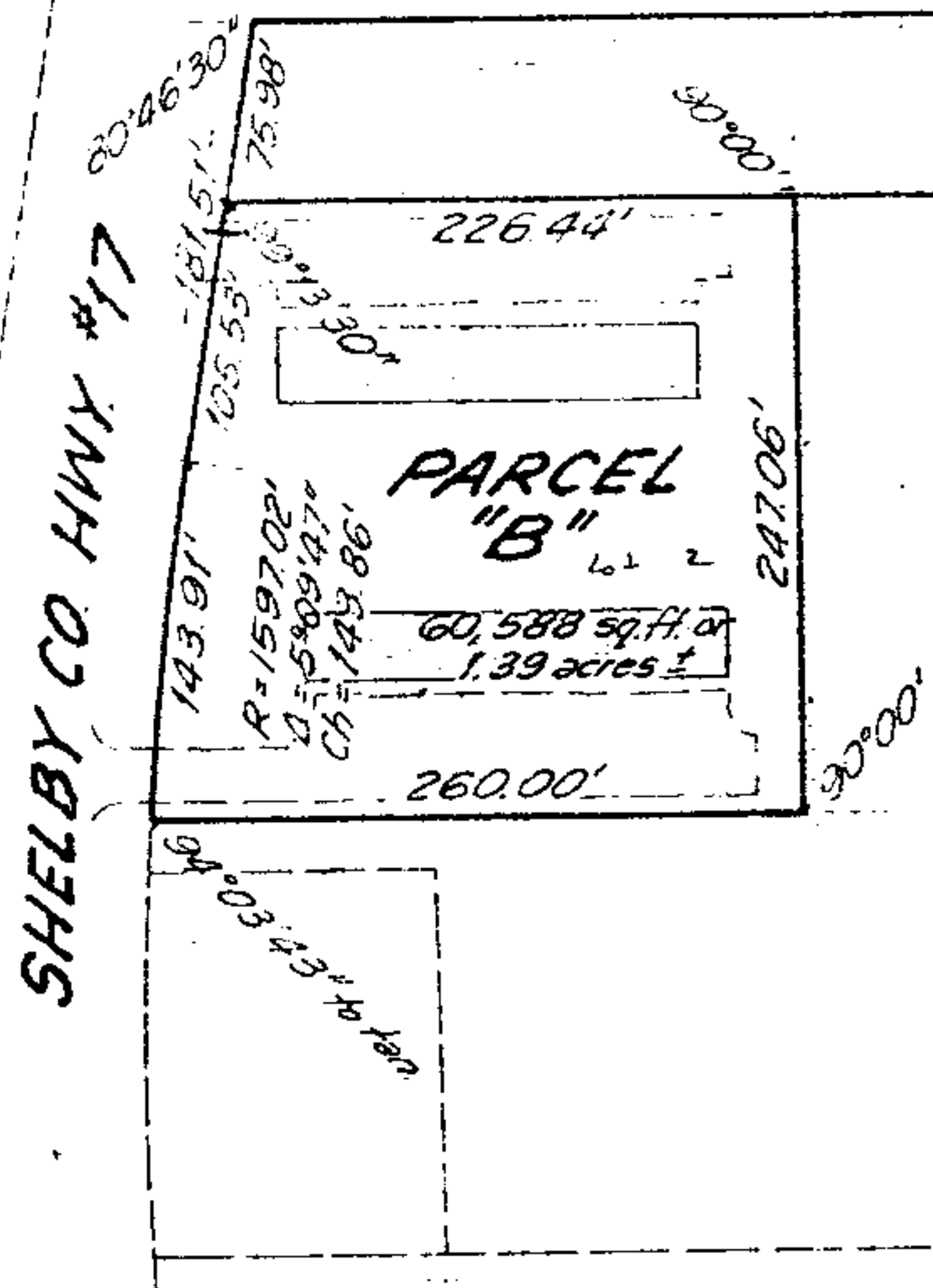
NOTARY PUBLIC

My Commission Expires: 10-17-86

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EXHIB

Scale: 1" = 100'



STATE OF ALABAMA  
SHELBY COUNTY

PARCEL A

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast Corner of said 1/4 - 2 section and run northerly along the East line 886.96 feet to a point; thence left 39 degrees 03 minutes 11 seconds and run westerly 548.62 feet to the Point of Beginning. thence from said Point of Beginning continue along last named course 776.94 feet to a point on the easterly right-of-way line of Shelby County Highway No. 17; thence left 80 degrees 46 minutes 30 seconds and run southerly 75.98 feet along said right-of-way line to a point; thence left 90 degrees 00 minutes 00 seconds and run easterly 790.24 feet to a point; thence left 90 degrees 00 minutes 14 seconds and run northerly 75.61 feet or to the Point of Beginning. Said parcel of land contains 60,588 square feet or 1.39 acres, more or less.

"A"

- 1325.56' -

89°03'11"

548.62'

58,769 sq ft or  
1.35 acres

750'

90°51'14"

886.96'

SE Corner  
SE 1/4 - NE 1/4  
S. 28, Tp. 20s, R. 3w.

*Surveying Party*

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# PARCEL B

A parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast Corner of said 1/4 - 1/4 section and run northerly along the East line 886.96 feet to a point; thence left 89 degrees 03 minutes 11 seconds and run westerly 1325.56 feet to a point on the easterly right-of-way line of Shelby County Highway No. 17; thence left 80 degrees 46 minutes 30 seconds and run southerly 75.98 feet along said easterly right-of-way line to the Point of Beginning of the parcel herein described. Thence, from said Point of Beginning continue 105.93 feet along last named course and along said easterly right-of-way line to a point of curve to the left, said curve having a radius of 1597.02 feet and a central angle of 5 degrees 09 minutes 47 seconds; thence continue 142.91 feet along arc of said curve and along said right-of-way line to a point; thence left 94 degrees 03 minutes 43 seconds to tangent of said curve and run easterly 261.00 feet to a point; thence left 90 degrees 00 minutes and run northerly 247.00 feet to a point; thence left 90 degrees 00 minutes and run westerly 226.44 feet to the Point of Beginning of the parcel herein described. Said parcel of land contains 58,769 square feet or 1.35 acres, more or less.

JUDGE OF PROBATE

1985 APR 18 PM 1:17

I CERTIFY THIS INSTRUMENT WAS FILED

*Rec 15  
Ind 1/16*