

STATE OF ALABAMA \*  
\*  
SHELBY COUNTY \*

EASEMENT

It is hereby agreed that Edward W. Farrell and wife, Patricia M. Farrell, hereinafter called Grantors, for the sum of Four Hundred Fifty and 00/100 (\$450.00) Dollars and other valuable consideration paid by Robert A. Wanninger, Tom Fuller and J. K. Rodgers and wife, Jennie Sue Rodgers, hereinafter called Grantees, do grant, sell and convey unto Grantees, their heirs, assigns and successors, an easement and right-of-way upon and across the following described property:

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Commence at the Southwest corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 22, T-19-S, R-1-E, thence run East along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Sec. a distance of 258.53 feet, to the Southeast R/W of Shelby County Hwy. 55, and the point of beginning; thence continue in the same direction a distance of 249.17 feet; thence turn a deflection angle of 119 deg. 31 min. 22 sec. to the left and run a distance of 34.48 feet; thence turn a deflection angle of 60 deg. 28 min. 38 sec. to the left and run a distance of 214.72 feet, to the Southeast R/W of Shelby County Hwy. No. 55; thence turn a deflection angle of 59 deg. 47 min. 30 sec. to the left and run along said Hwy. R/W a distance of 34.71 feet, to the point of beginning. Situated in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Sec. 22, T-19-S, R-1-E, Shelby County, Alabama.

Edward W. Farrell, III  
Patricia M. Farrell  
Robert A. Wanninger  
Tom Fuller  
Jennie Sue Rodgers

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing utility lines, water and sewer lines as well as any other purpose in allowing the Grantees access to and from their property to Highway 55, in Shelby County, Alabama. Said easement may be used as a utility easement and a joint drive for the Grantees, their heirs, assigns and successors and the Grantors, their heirs and assigns.

The easement, rights and privileges herein granted shall be perpetual. The Grantor hereby represents that he has legal title to said property and has legal right to transfer said easement to Grantees, their heirs, assigns and successors. The Grantor covenants that he will not convey any other easements which conflict with the rights within the area covered by this grant.

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

In addition to the easement, rights and privileges herein conveyed, Grantees shall have the right to use so much of the surface of the above-described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby a road.

The Grantees, their heirs and assigns, shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed and shall be responsible to maintain said easement and/or repair any road on said easement.

Grantor retains, reserves and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to use said easement or road and property as joint ingress and egress to the Grantor's property, and/or to dedicate all or any part of the property affected by this easement to any city for any use as a public street, road or alley. If the Grantor, or any of the Grantor's successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantee, and its successors and assigns shall execute all instruments that may be necessary to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

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GRANTEES:

Robert A. Warriner

J. K. Rogers

Jennie Sue Rogers

Tom Fuller by James P. Harris, P.A.

James P. Harris as  
Power of Attorney for  
for Tom Fuller

GRANTORS:

Shwail W. Farrel

Patricia M. Farrel

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STATE OF ALABAMA \*

Russell COUNTY \*

I, ANNIE HOLLEY, a Notary Public  
in and for said County, in said State, hereby certify that  
Robert A. Wanninger  
whose name(s) 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 the  
conveyance HAS executed the same voluntarily on  
the day the same bears date.

Given under my hand and official seal this 25th day  
of August, 1986.

ANNIE HOLLEY  
Notary Public



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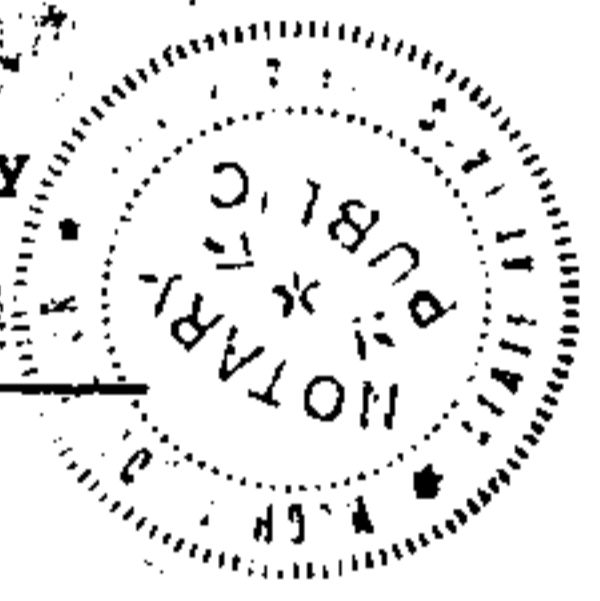
STATE OF ALABAMA \*

Jefferson COUNTY \*

I, Hugh B Locke Jr, a Notary Public  
in and for said County, in said State, hereby certify that  
Tom Fuller by James T Harris with power of attorney attached  
whose name(s) 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 the  
conveyance he executed the same voluntarily on  
the day the same bears date.

Given under my hand and official seal this 3 day  
Sept, 1986.

[Signature]  
Notary Public



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STATE OF ALABAMA \*

JEFFERSON COUNTY \*

I, SUSAN ELIZABETH ROTH GOODSON, a Notary Public in and for said County, in said State, hereby certify that EDWARD W. FARRELL AND WIFE, PATRICIA M. FARRELL J. K. POWERS AND WIFE JENNIE EUE POWERS whose name(s) ALL signed to the foregoing conveyance, and who ALL known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance HAVE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of SEPTEMBER, 1986.

SUSAN ELIZABETH ROTH GOODSON  
Notary Public

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STATE OF ALABAMA  
JEFFERSON COUNTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Tom O. Fuller, of Rivonia, Republic of South Africa, do hereby constitute, appoint, and authorize James P. Harris of Birmingham, Alabama my true and lawful attorney in fact for me and in my name to sell or convey the following described land and real estate situated in Jefferson County, Alabama:

Begin at a point due East 428.79 ft. from the NW corner off the N 1/2 of the NW 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 1 East. Proceed 410.8 ft. due East. Proceed Southeast on an azimuth of 164 degrees for a distance 570 ft. Then proceed on an azimuth of 194 degrees for a distance of 275.53 ft. Then proceed on an azimuth of 284 degrees back to a point of beginning.

This tract of land does include a 40 ft. easement thru the adjoining property immediately west to the Sterrett/Westover Highway at the Northernmost property line.

The property encompassed by the above description, not including a 40 ft. R.O.W. on the North boundary and a 20 ft. R.O.W. along the Northeast boundary, constitutes approximately five acres.

I am now the owner of said property and I do hereby expressly constitute, appoint, and authorize James P. Harris to act as attorney in fact for me and in my behalf to consummate said transaction by the execution and delivery of deeds, and other instruments, and receive notes and mortgages. I do further constitute, appoint, and authorize him to do anything and everything that may be necessary in order to complete the sale of the above described property, to act generally in the premises as effectively as I could do if I personally were present. And I do hereby ratify and confirm all that my said attorney in fact shall do in regard to the conveyance of said property by virtue of this instrument.

I do specifically authorize and empower the said James P. Harris for me and in my stead to negotiate to secure the release and the removal of any cloud of title upon the above described property and particularly upon the part that is covered by an easement. Not only do I authorize him to negotiate completely with the adjacent property owner, Mr. and Mrs. Charles Robertson, but I do further specifically authorize him to take any and all steps necessary for the clearance of any obstruction to the 40 ft. easement along side of the above described property.

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If necessary, I do authorize him to file suit in the matter in my name and for my interest. I do authorize and empower him to do any and all things necessary to clear up any cloud to any title to the easement running along the above described property, including the bringing of suit and execution of any and all papers and documents.

I have previously been made aware of the fact that James Harris will use as an attorney in this matter, Hugh A. Locke, Jr., and I have been in his office, and I have retained him and discussed with him the question of this easement. I have authorized him to proceed in the clearing of this easement in the clearing of the title of this property so that it can be sold. I duly authorize and empower James P. Harris to work with him.

IN WITNESS WHEREOF, I have here unto set my hand and seal this the 23 day of May, 1986.

*Tom O. Fuller*

Tom O. Fuller

STATE OF ALABAMA  
JEFFERSON COUNTY

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Tom O. Fuller, to me well known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Birmingham, County of Jefferson and state of Alabama, this 23 day of May, 1986.

*Deborah S. Lowe*  
Notary Public

MY COMMISSION EXPIRES AUGUST 17, 1988

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 SEP -5 PM 3:59

*Thomas W. Hamilton, Jr.*  
JUDGE OF PROBATE

✓  
1. Deed Tax \$ 1.50  
2. Mtg. Tax         
3. Recording Fee 20.00  
4. Indexing Fee 3.00  
TOTAL 23.50

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