

STATE OF ALABAMA )

SHELBY COUNTY )

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 8th day of June, 1987, by and between JOHNNY REESE (hereinafter referred to as "Grantor") and DAVE JONES AND DANIEL F. JONES (hereinafter referred to as "Grantees"), as follows:

W I T N E S S E T H:

WHEREAS, Grantees are the fee simple owner of a parcel of real estate situated in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "Parcel B"); and

WHEREAS, Grantor has purchased from Grantees of even date herewith a parcel of real estate adjacent to Parcel B, which said parcel is more particularly described in a Warranty Deed between the parties hereto recorded simultaneously herewith (hereinafter referred to as "Parcel A"); and

WHEREAS, Grantor has agreed to grant Grantees, their heirs and assigns, a non-exclusive easement for ingress and egress over and upon a certain portion of Parcel A which easement is described on Exhibit "B" attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor, for himself, his legal representatives, heirs and assigns, for the benefit of Parcel B, does hereby give, bargain, grant, sell and convey to Grantees, and to each and every person, firm or corporation who may now or hereafter own or lease all or any portion of said Parcel B, the non-exclusive easement for the purpose of road access and ingress and egress over and upon Parcel A.

The easement granted herein shall constitute a covenant running with the land and shall be binding upon

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Grantor, his heirs and assigns, and shall inure to the benefit of Grantees and their heirs and assigns.

The cost and expense of maintaining the easement described herein shall be borne and paid equally by the Grantor and Grantees, and all other persons and parties claiming through them, including, without limitation, all future owners.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures and seals on the day and date first above written.

James B. Lockwood  
Witness

Johnny W. Reese  
Johnny Reese  
(GRANTOR)

Andrew L. Williams  
Witness

Dave Jones  
Dave Jones

Dave Jones  
Witness

Daniel F. Jones  
Daniel F. Jones  
(GRANTEES)

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Johnny Reese, 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of June, 1987.

James B. Lockwood  
Notary Public  
My Commission Expires: May 7, 1989

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dave Jones, 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of June, 1987.

Donna A. Mathews  
Notary Public  
My Commission Expires: 8/5/89

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County in said State, hereby certify that Daniel F. Jones, 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 of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of June, 1987.

Mary Lou Jones  
Notary Public  
My Commission Expires: 10-24-88

BJP/bb/29/047

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# EXHIBIT "A"

## DESCRIPTION: PARCEL-B

Commence at the southwest corner of the southeast one-quarter of the northeast one-quarter of Section 2 Township 21 South Range 3 West, run thence in an easterly direction along the south line of said quarter-quarter section for a distance of 314.50 feet; thence turn an angle to the left of 148 degrees 27 minutes and run in a northwesterly direction for a distance of 724.90 feet to a point on the southeasterly right-of-way line of Alabama Highway No. 119; thence turn an angle to the right of 96 degrees 09 minutes 12 seconds to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 05 degrees 15 minutes 27 seconds and a radius of 1,344.86 feet; thence run along the arc of said curve to the left in a northeasterly direction along the southeasterly right-of-way line of Alabama Highway No. 119 for a distance of 123.40 feet to the end of said curve; thence run along the tangent if extended to said curve in a northeasterly direction continuing along the southeasterly right-of-way line of Alabama Highway No. 119 for a distance of 495.55 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 18.68 feet to the point of beginning of a curve to the left, said curve having a central angle of 07 degrees 58 minutes 46 seconds and a radius of 1,075.46 feet; thence run along the arc of said curve to the left in a northeasterly direction along the southeasterly right-of-way line of Alabama Highway No. 119 for a distance of 149.78 feet; thence turn an angle to the right of 108 degrees 55 minutes 24 seconds from the tangent of last described course and run in a southeasterly direction for a distance of 5.33 feet; thence turn an angle to the right of 06 degrees 47 minutes 04 seconds and run in a southeasterly direction for a distance of 206 feet; thence turn an angle to the right of 89 degrees 59 minutes 38 seconds and run in a southwesterly direction for a distance of 48.24 feet; thence turn an angle to the left of 19 degrees 14 minutes 47 seconds and run in a southwesterly direction for a distance of 75.80 feet; thence turn an angle to the right of 114 degrees 30 minutes 53 seconds and run in a northwesterly direction for a distance of 225.83 feet to the point of beginning. Said Parcel contains 28,819 square feet.

EXHIBIT "B"

Commence at the most northerly corner of Parcel A at a point of beginning for said easement; thence run in a southeasterly direction along the common line of Parcel A and Parcel B for a distance of 50 feet, more or less; thence turn 89° 1' 19" right and run in a southwesterly direction for a distance of 26 feet; then turn 90° 58' 41" to the right and run northwesterly for a distance of 50 feet to a point on the northwesterly line of said Parcel A; thence turn 89° 1' 19" right and run northeasterly for a distance of 26 feet to the point of beginning. References to Parcel A and Parcel B contained herein are Parcel A and Parcel B as shown on the survey by Coulter, Gay, Salmon & Martin, Eng. Co., Inc., dated January 22, 1987.

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

1987 JUL 21 AM 11:10

*Thomas A. Swanson, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$ 50
2. Mtg. Tax	
3. Recording Fee	12.50
4. Indexing Fee	1.00
TOTAL	14.00