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This instrument prepared by:  
Stephen R. Monk, Esq.  
Daniel Realty Corporation  
Meadow Brook Corporate Park  
1200 Corporate Drive  
Birmingham, Alabama 35242

STATE OF ALABAMA )

COUNTY OF SHELBY )

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 7th day of November, 1989, by and between CHARLES W. DANIEL ("Grantor") and DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantee").

R E C I T A L S:

Grantor is the owner of that certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Grantor's Property").

Contemporaneously herewith, Grantee has acquired certain real property situated in Shelby County, Alabama (the "Adjacent Property"), which is situated adjacent to and contiguous with the Grantor's Property and more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a non-exclusive easement and right-of-way over, across, upon, under and through the Grantor's Property for the purposes of constructing and installing roads, walkways, curb cuts and utility lines, pipes and conduits thereon.

NOW, THEREFORE, in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. GRANT OF EASEMENT.

(a) Grantor does hereby grant, bargain, sell, convey and assign unto Grantee, its successors and assigns, forever, a permanent, perpetual and non-exclusive easement and right-of-way over, upon, across, through and under

Grantor's Property for the purposes of (i) constructing, operating and maintaining thereon roadways, walkways, curb cuts, curbing and gutters, (ii) providing vehicular and pedestrian passage, travel and traffic through Grantor's Property to the Adjacent Property and (iii) constructing, installing, maintaining and operating utility lines, pipes and conduits thereon; provided, however, that Grantee shall promptly replace and restore any portion of the Grantor's Property (including plant life, trees and shrubbery) damaged or destroyed by Grantee, its employees, agents, contractors, licensees and invitees in the construction, installation, operation, maintenance and repair of such improvements, roadways and utility lines, pipes and conduits.

(b) The easements granted hereby shall be used by Grantee, its successors and assigns, and shall extend to the tenants, subtenants, licensees, customers, employees, guests, business invitees and agents of Grantee and their respective successors and assigns; are appurtenant to and shall serve the Adjacent Property; shall be and are covenants running with the land; and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

(c) Notwithstanding anything provided herein to the contrary, Grantor, for themselves and their heirs and assigns, reserve the right to use the Grantor's Property in common with Grantee for the same purposes and uses set forth above in Paragraph 1(a) and shall be entitled to utilize and otherwise have access to all roadways, walkways, curb cuts, curbing and gutters and all utility lines, pipes and conduits installed by Grantee on the Grantor's Property.

2. OBSTRUCTIONS. Grantor and Grantee each hereby covenant and agree that no fences or other obstructions shall be erected, maintained or permitted on, across or upon Grantor's Property.

3. DEDICATION OF ROADWAYS. Grantor and Grantee, for themselves and their respective heirs, successors and assigns, hereby covenant and agree with each other to execute any and all documents and instruments reasonably requested by the other party in order to dedicate for public purposes, any roadways, walkways, curb cuts, curbing or gutters constructed on Grantor's Property by either Grantor or Grantee so long as such roadways, walkways, curb cuts, curbing and gutters (a) have been constructed in accordance with the minimum standards of the governmental authorities having jurisdiction thereof and (b) are accepted for public dedication by the appropriate governmental authorities having jurisdiction thereof.

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4. MISCELLANEOUS PROVISIONS.

(a) This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owners of the Grantor's Property and the Adjacent Property.

(b) The paragraph headings and captions used herein are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or in any way effect the terms and provisions hereof.

(c) Whenever the context so requires, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the day and year first above written.


GRANTOR:

  
Charles W. Daniel,

GRANTEE:

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, Its General Partner

By:   
Its: Senior Vice President

STATE OF ALABAMA )

Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for and said County in said State, hereby certify that Charles W. Daniel 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 7<sup>th</sup> day of November, 1989.

Barbara A. Letmore  
Notary Public

My commission expires: 10/10/90

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a notary public in and for said County in said State, hereby certify that Stephen R. Monk whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, which serves as general partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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, as such officer with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as general partner.

Given under my hand and official seal, this the 7<sup>th</sup> day of November, 1989.

Shirley J. Ellis  
Notary Public

My Commission Expires February 5, 1990

EXHIBIT "A"

To locate the point of beginning commence at the northeast corner of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence  $S89^{\circ}35'37''W$  on the north boundary of said Section 34 a distance of 961.13 feet to a point; thence  $S30^{\circ}07'13''W$  a distance of 739.59 feet to the point of beginning; thence  $S10^{\circ}31'03''W$  for a distance of 428.55 feet to a point on the northern right-of-way of Hugh Daniel Drive; thence  $N74^{\circ}50'20''W$  on said right-of-way for a chord distance of 100.37 feet to a point; thence  $N10^{\circ}30'53''E$  for a distance of 378.49 feet to a point; thence  $N77^{\circ}43'44''E$  a distance of 108.49 feet to the point of beginning.

All lying and being in the NE $\frac{1}{4}$  of Section 34, Township 18 South, Range 1, West, Shelby County, Alabama and containing 0.93 acres, more or less.

## Tract VI

To locate the point of beginning commence at the southwest corner of the NE $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE $\frac{1}{4}$  of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence N68°34'25"W on the northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence N74°50'20"W on the northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to the point of beginning; thence N10°30'53"E a distance of 378.49 feet to a point; thence S77°43'44"W a distance of 1727.79 feet to a point; thence N55°44'00"W a distance of 407.82 feet to a point; thence S23°39'03"W a distance of 618.94 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence S68°29'40"E on the northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence S61°08'39"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the right having a central angle of 14°42'00" and a radius of 1517.79 feet to the point of reverse curve; thence N79°12'23"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 212.10 feet along a curve to the left having a central angle of 94°00'00" and a radius of 145.00 feet to the point of tangent; thence N32°12'21"E on the northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence N53°50'56"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 398.33 feet along a curve to the right having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence N75°29'32"E on the northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence N69°29'45"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the left having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence N63°29'59"E on the northerly right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence N80°10'17"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the right having a central angle of 33°20'37" and a radius of 340.00 feet to the point of beginning.

All lying in the N $\frac{1}{2}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 25.100 acres.



## Tract V

To locate the point of beginning commence at the southwest corner of the NE $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE $\frac{1}{4}$  of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to the point of beginning; thence continue northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 1640.86 feet to the point of tangent of said curve; thence N36°48'15"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 723.77 feet to a point; thence N53°09'22"W a distance of 422.46 feet to a point; thence S36°49'59"W a distance of 738.54 feet to a point; thence S30°07'13"W a distance of 1320.29 feet to a point; thence S10°31'03"W a distance of 428.55 feet to a point on the north right-of-way of Hugh Daniel Drive; thence S68°34'25"E on the north right-of-way of said Hugh Daniel Drive; a distance of 323.09 feet to the point of beginning.

Less and except the following:

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run N1°37'07"E on the east boundary of said Section 27 a distance of 1293.84 feet to the northeast corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 27; thence S82°32'10"W a distance of 121.36 feet to a concrete monument found; thence S36°51'29"W a distance of 238.67 feet to a concrete monument found; thence S36°49'59"W a distance of 542.54 feet to the point of beginning; thence with a deflection angle of 47°01'33" to the left run in a southerly direction a distance of 231.75 feet to a point; thence with an interior angle of 227°04'49" to the left run in a southeasterly direction a distance of 253.90 feet to the northwest right-of-way of Shelby County Road No. 41; thence with an interior angle of 85°55'21" to the left run in a southwesterly direction and on the northwest right-of-way of said Shelby County Road No. 41 a distance of 41.51 feet to the beginning of a curve, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet; thence with an interior angle of 180°29'44" to the left run in a southwesterly direction along the northwest right-of-way of said Shelby County Road No. 41 a chord distance of 108.12 feet to a point; thence with an interior angle of 100°40'02" to the left run in a northwesterly direction a distance of 241.24 feet to a point; thence with an interior angle of 230°39'52" to the left run in a southwesterly direction a distance of 296.55 feet to a point; thence with an interior angle of 34°51'25" to the left run in a northeasterly direction a distance of 404.50 feet to a concrete monument found; thence with an interior angle of 173°17'14" to the left run in a northeasterly direction a distance of 196.00 feet to the point of beginning, containing 2.45 acres.

All lying and being in the N $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 34 and in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27 and in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama and containing 19.672 acres.

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

89 NOV -8 PM 1:33

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax -----	\$ 1.50
2. Min. Tax -----	\$
3. Recording Fee -----	\$ 12.50
4. Notary Fee -----	\$ 3.00
5. ... Fee -----	\$
6. ... Stamp Fee --	\$ 1.00
Total -----	\$ 22.00

