

## EASEMENT FOR DRIVEWAY

This EASEMENT GRANT is made between INEZ BAILEY, unmarried (herein called the "Grantor") and BRUCE WAYNE BAILEY and wife, GAIL M. BAILEY (herein called "Grantee").

### R E C I T A L S

1. Grantor is the owner of the property described in Exhibit "A" attached and made a part hereof, (herein referred to as "Parcel 1"), being the same property conveyed to Grantor in Warranty Deed recorded in Deed Book 333, page 14, in the Probate Office of Shelby County, Alabama.

2. The Grantee is the owner of the property described in Exhibit "B" attached and made a part hereof, (herein referred to as "Parcel 2"), being the same property conveyed to Grantee in Warranty Deed recorded in Deed Book 291, page 280, in the Probate Office of Shelby County, Alabama.

3. The Grantor wishes to grant and Grantee wishes to receive an easement over and across the hereinafter described portion of Parcel 1 (herein called "Easement Premises") to provide ingress and egress from the public road known as Caldwell Mill Road to Parcel 2:

The paved driveway 9 feet in width running from a point where the Northwestern line of Parcel 2 intersects with the Southwesterly right-of-way line of Caldwell Mill Road in a Southwesterly direction for a distance of 162 feet, more or less, to a point where such driveway turns approximately 90 degrees and runs in a Southeasterly direction to the Northwestern line of Parcel 2.

### GRANT AND AGREEMENT

Now, therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF EASEMENT. The Grantor hereby grants to Grantee, his heirs and assigns, as an easement appurtenant to Parcel 2, a perpetual easement for ingress and egress over and across the above described Easement Premises.

2. NONEXCLUSIVE EASEMENT. This shall be a nonexclusive easement, in which the right to use the Easement Premises, likewise for ingress or egress, is expressly reserved by Grantor. In addition, Grantor reserves the right to make other uses of the Easement Premises that do not unreasonably interfere with Grantee's use of the Easement Premises. The easement herein granted shall be used only for the purpose of providing pedestrian and vehicular ingress and egress between the paved public road known as Caldwell Mill Road and Parcel 2.

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04/05/1993-09041  
10:35 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 HCD 16.50

3. OBSTRUCTIONS. The parties hereto agree not to obstruct, impede, or interfere, one with the other, in the reasonable use of such driveway easement for the purpose of ingress and egress to and from the respective properties. And, both parties covenant that vehicles shall not be parked on the Easement Premises except so long as may be reasonably necessary to load and unload.

4. MAINTENANCE. Grantee covenants that he will at all times maintain the Easement Premises in good repair.

5. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, and personal representatives of the parties hereto.

6. RELEASE OF EASEMENT. Grantee herein may terminate this instrument by recording a Release in recordable form with directions for delivery of same to Grantor at her last known address whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Parcel 1.

7. GRANTOR'S OWNERSHIP UNIMPAIRED. Grantee acknowledges that the creation of this nonexclusive easement does not convey to Grantee ownership from Grantor to Grantee of any of Grantor's property, but is absolutely limited to a nonexclusive easement and right-of-way over the Easement Premises for a driveway to provide ingress and egress from the nearest public road to Grantee's property, designated Parcel 2.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 3<sup>rd</sup> day of March 1993.



INEZ BAILEY, Grantor



BRUCE WAYNE BAILEY, Grantee



GAIL M. BAILEY, Grantee

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that INEZ BAILEY, unmarried whose name 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31<sup>st</sup> day of March A. D., 19 93

Robert D. Higgins  
Notary Public.

MY COMMISSION EXPIRES: 5-11-94

STATE OF ALABAMA

JEFFERSON COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BRUCE WAYNE BAILEY and wife, GAIL M. BAILEY whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on 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 31<sup>st</sup> day of March A. D., 19 93

Robert D. Higgins  
Notary Public.

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The South ten (10) acres of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 15, Township 19, Range 2 West, Shelby County, Alabama. Mineral rights excepted.

EXCEPT that portion sold to Vivian O. Lockhart conveying all the South one half of South one half of Southeast one quarter of Northwest one quarter Section 15, Township 19 Range 2 West, Shelby County, Ala. which lies East of Caldwell Mill Road, being County Road Number 29; situated in Shelby County, Ala.

EXCEPT that portion sold to Bruce Wayne Bailey and wife Gail M. Bailey covered by that deed recorded in Deed Book 291 page 280 in the probate office of Shelby County, Alabama.

EXHIBIT A

Book 333 Page 14

A tract of land situated in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Southeast corner of the SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 15, Township 19 South, Range 2 West; thence run in a Westerly direction along the South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 121.34 feet to the Western right of way of Caldwell Mill Road, which is the point of beginning; thence continue along said course 307.53 feet; thence 62 deg. 41' 35" right 212.19 feet; thence 89 deg. 51' 06" right 209.46 feet to the Western right of way of Caldwell Mill Road; thence 79 deg. 55' 19" right along said right of way 359.39 feet to the point of beginning, containing 1.517 acres, more or less. Situated in Shelby County, Alabama.

Being the same property conveyed by Martin & Sons, Inc., to Bruce Wayne Bailey and wife, Gail M. Bailey, by deed dated March 18, 1975, filed for record in the office of Probate, County of Shelby, State of Alabama, on March 20, 1975, at 9:09 o'clock A. M., and recorded in Deed Book 291 page 280.

## EXHIBIT B

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