

This instrument was prepared by:

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Post Office Box 530910  
Birmingham, Alabama 35253

STATE OF ALABAMA     )  
JEFFERSON COUNTY     )

### EASEMENT AGREEMENT

WHEREAS, Robert M. Grills ("Grantor") is the owner of the following described real estate situated in Shelby County, Alabama:

That portion of Section 27, Township 18 south, Range 1 East, Shelby County, Alabama, outlined in Green on Exhibit B attached hereto. Minerals and mining rights excepted.

WHEREAS, Charles A.J. Beavers, Jr. and Sherwood J. Stamps, as tenants in common ("Beavers and Stamps") are the owners of a nonexclusive easement and right of way for egress and ingress across the property of Grantor described above, described and referred to in that certain instrument recorded in Book 122, Page 787, in the Office of the Judge of Probate of Shelby County; and

WHEREAS, Mary F. Roensch as Custodian for Mary Allison Roensch, under Alabama UGMA ("Roensch") is the owner of a non-exclusive easement and right of way for egress and ingress across the property of Grantor described above, described and referred to in that certain instrument recorded in Book 76, Page 719, in the Office of the Judge of Shelby County, Alabama; and

WHEREAS, Beavers and Stamps and Roensch are collectively referred to herein as "Grantee," and the aforesaid easements and rights of way are collectively referred to herein as the "Existing Easement"; and

**WHEREAS**, Grantor has constructed a dam across a portion of the Existing Easement and has constructed a new roadway across his property, and has agreed to grant to Grantees a nonexclusive easement and right of way for ingress, egress and utilities across such roadway and other portions of Grantor's property, on condition that Grantees agree to relinquish and terminate portions of the Existing Easement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees hereby agree as follows:

1. Grantor hereby grants to Grantee a sixty (60) foot wide, nonexclusive easement and right of way for ingress, egress and utilities over the property described on Exhibit A hereto which is incorporated herein as if set out in full.

2. In consideration for the easement described in paragraph 1, Grantees do hereby release and quit claim to Grantor any right of ingress or egress over or upon the portion of the Existing Easement which is situated between the "Point of Beginning" as set out on Exhibit A and the "Point of Ending" as set out on Exhibit A, it being the express intention of the parties to replace and relocate that portion of the Existing Easement lying between the two aforesaid points with an easement and right of way across the property described on Exhibit A. However, the immediately preceding sentence notwithstanding, Grantees may continue to use the "existing dirt drive" and the "existing variable width dirt drive" as shown on attached Exhibit B until a new road is complete within the nonexclusive easement referenced in Paragraph 1 above.

3. Grantor hereby confirms, grants, bargains, sells and conveys unto Beavers and Stamps and Roensch the sixty (60) foot wide, non-exclusive easement and right-of-way for ingress, egress and utilities over all of the Existing Easement, except that portion replaced by the



portion described in paragraph 1 above. The Existing Easement is sixty (60) feet in width and extends thirty (30) feet on either side of the center line of an existing woods road, designated as "Existing Dirt Drive," which is shown on the survey prepared by McCullers-Capps & Assoc., Inc., dated October 23, 2007, a reduced copy of which is attached hereto as Exhibit B hereto.

4. Grantor hereby reserves unto himself, his heirs and assigns, the right to the use of said easement.

5. Portions of the Existing Easement extend into a creek or are immediately adjacent to a creek. In order to preserve the creek in its current location and in order to avoid the necessity of disturbing the creek, it is agreed that, in those areas where the Existing Easement includes or is adjacent to the creek, Grantees shall have the right to shift the center line of the sixty (60) foot wide easement area by up to but no more than thirty (30) feet in order to avoid disturbing the creek. Grantees shall also be entitled to temporarily establish slopes outside the sixty (60) foot wide easement/right-of-way area as necessary to install a road within the Existing Easement.

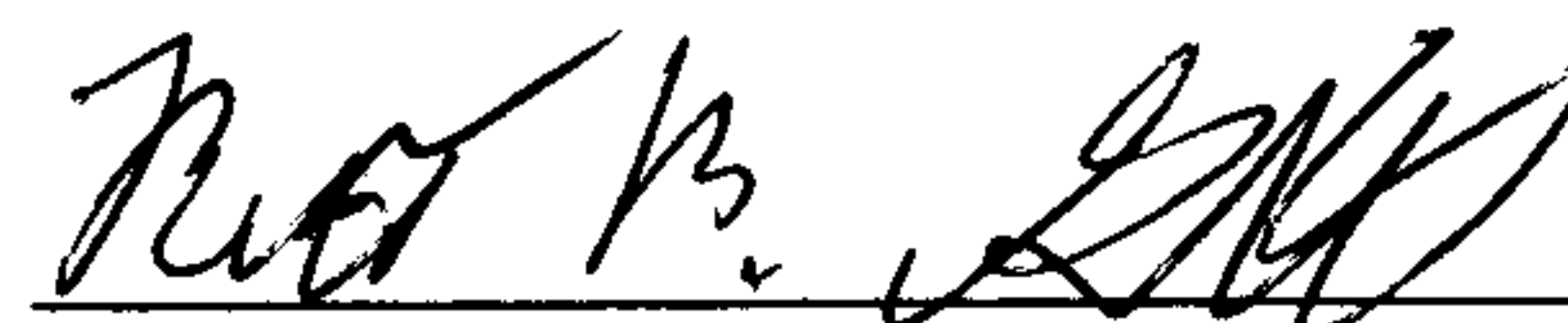
6. The easement rights granted hereunder are nonexclusive, and subject to the rights of other parties to the use of the above-described easement.

7. Except as expressly amended, modified, replaced and relocated by this Easement Agreement, all the terms, provisions and conditions of the Existing Easement in favor of Grantees, as well as the respective rights and obligations of the parties, shall remain in full force and effect and are hereby ratified and confirmed by the parties.

8. This Easement Agreement shall run with the land and shall inure to the benefit of and be binding on the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantor and Grantees have executed this instrument as of the 5<sup>th</sup> day of February, <sup>2009</sup>~~2008~~.

GRANTOR

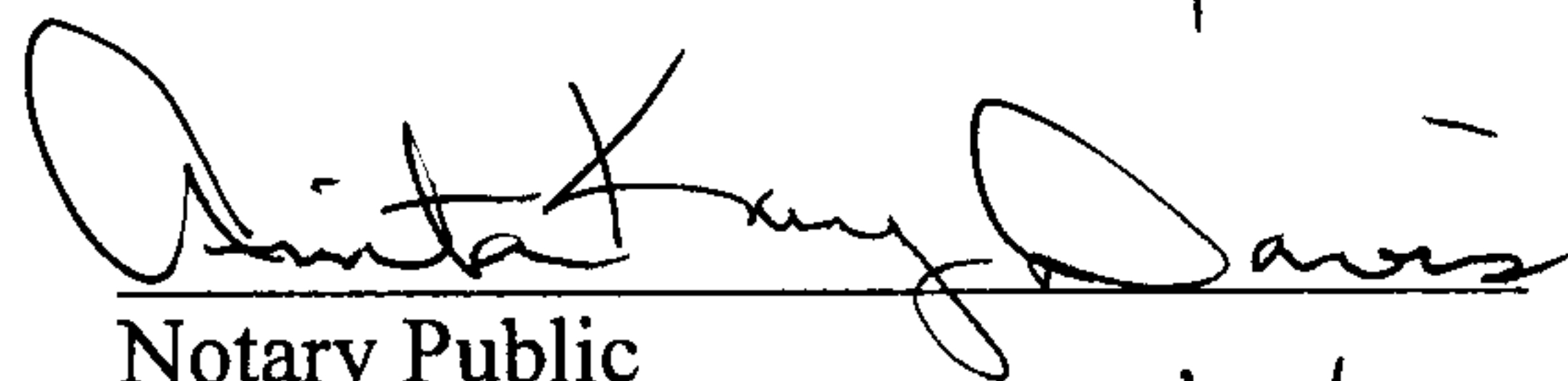


Robert M. Grills

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Robert M. Grills, an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of February, <sup>2009</sup>~~2008~~.



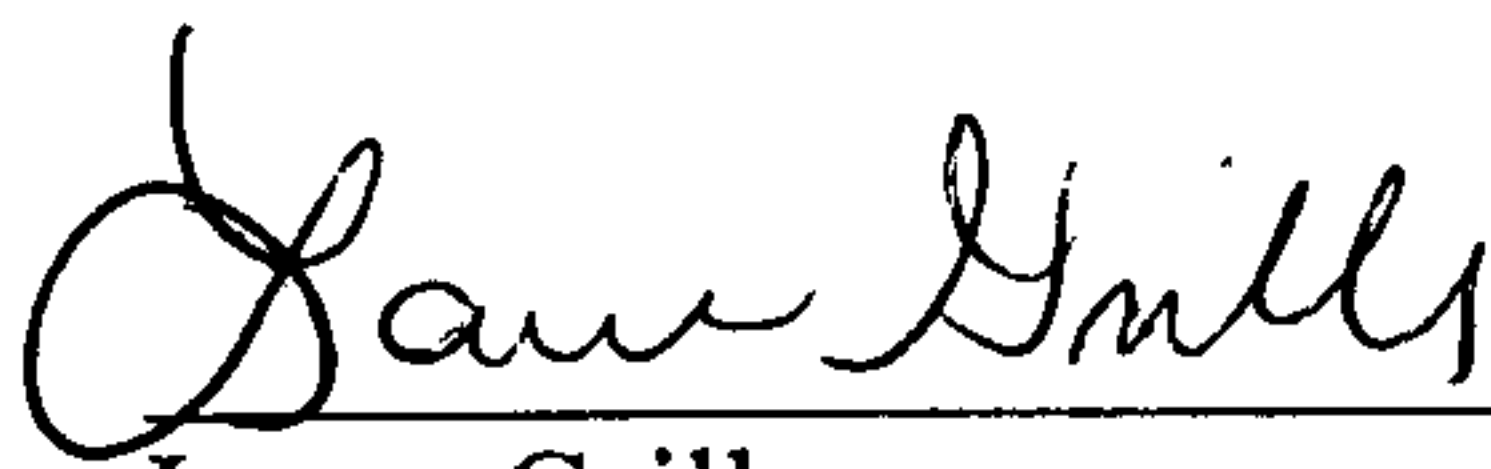
Notary Public

My Commission Expires: 9/28/2010

Shelby County, AL 02/19/2009  
State of Alabama

Deed Tax: \$.50

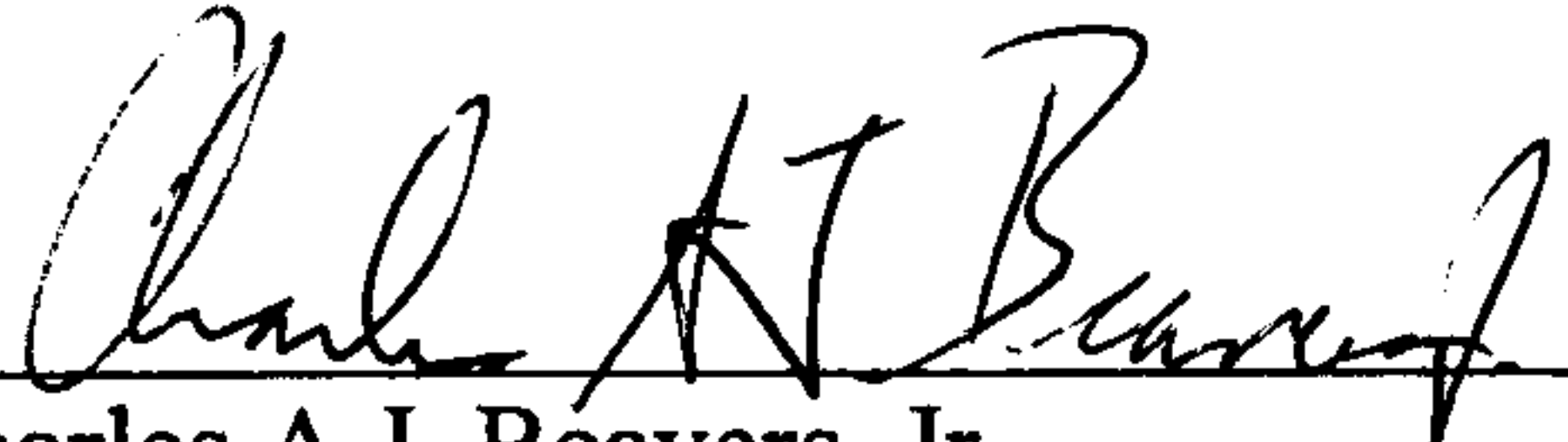
CONSENTED TO BY:

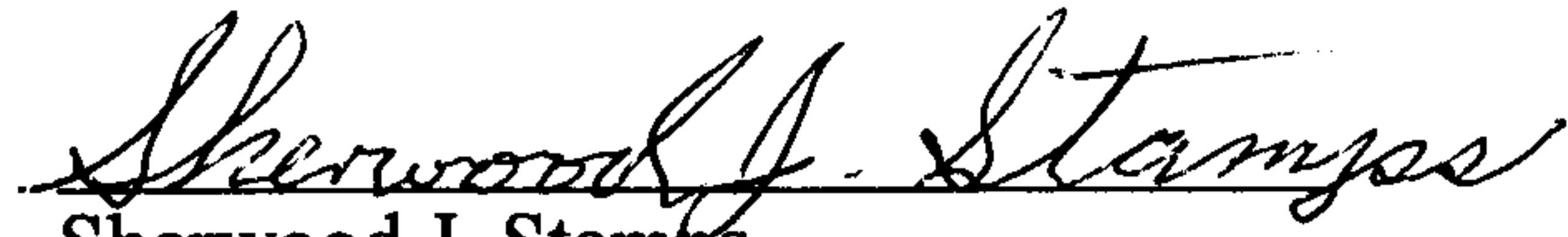


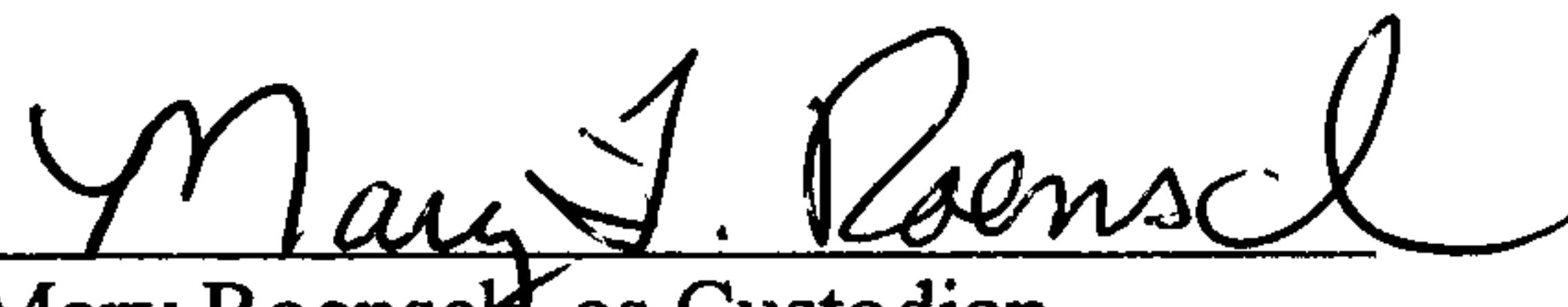
Laura Grills



**GRANTEES**

  
Charles A.J. Beavers, Jr.

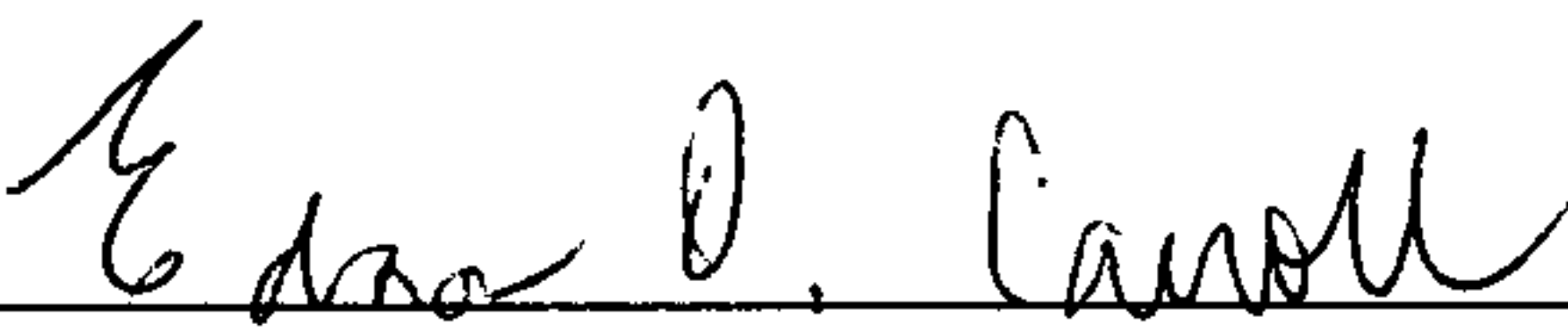
  
Sherwood J. Stamps

  
Mary Roensch, as Custodian  
for Mary Allison Roensch under  
Alabama UGMA

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Charles A.J. Beavers, Jr., an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seat this the 13<sup>th</sup> day of February, 2008.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Sherwood J. Stamps an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seat this the 13<sup>th</sup> day of February, 2008.

*Edna O. Carroll*

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Mary Roensch, as Custodian for Mary Allison Roensch under Alabama UGMA an individual whose name is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, she, as such Custodian executed the same in her capacity as such Custodian voluntarily on the day the same bears date.

Given under my hand and official seat this the 13<sup>th</sup> day of February, 2008.

*Edna O. Carroll*

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

# EXHIBIT A

## SOUTH ACCESS EASEMENT

STATE OF ALABAMA  
SHELBY COUNTY

A 60 feet wide easement lying 30 feet either side of a centerline and also lying in and being a part of the South half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, said centerline of which being more particularly described as follows:

Commence at a found channel iron purported to be the Southwest corner of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed N 89°26'43" E along the Southerly line of said section for 285.76 feet to the POINT OF BEGINNING of herein described centerline of 60 feet wide easement; thence leaving Southerly line of said section, proceed N 45°03'03" E for 4.61 feet to a point, said point lying at the beginning of a curve to the left, said curve having a central angle of 12°23'53", a radius of 736.57 feet, and a chord bearing N 38°51'07" E, for a chord length of 159.07 feet; thence proceed Northeasterly along the arc of said curve 159.38 feet to a point; thence proceed N 32°39'11" E for 855.92 feet; to a point, said point lying at the beginning of a curve to the right, said curve having a central angle of 53°48'21", a radius of 500.00 feet, and a chord bearing N 59°33'21" E, for a chord length of 452.48 feet; thence proceed Northeasterly along the arc of said curve 469.54 feet to a point; thence proceed N 86°27'31" E for 243.76 feet to a point, said point lying at the beginning of a curve to the left, said curve having a central angle of 27°28'12", a radius of 730.76 feet, and a chord bearing N 72°43'25" E, for a chord length of 347.01 feet; thence proceed Northeasterly along the arc of said curve 350.36 feet to a point; thence proceed N 58°59'19" E for 514.42 feet to a point, said point lying at the beginning of a curve to the left, said curve having a central angle of 40°47'43", a radius of 280.00 feet, and a chord bearing N 38°35'27" E, for a chord length of 195.18 feet; thence proceed Northeasterly along the arc of said curve 199.36 feet to a point lying at the beginning of a curve to the right, said curve having a central angle of 34°11'39", a radius of 280.00 feet, and a chord bearing N 35°17'25" E, for a chord length of 164.63 feet; thence Northeasterly along the arc of said curve 167.10 feet to a point; thence proceed N 52°23'15" E for 111.93 feet to a point lying at the beginning of a curve to the right, said curve having a central angle of 35°37'11", a radius of 280.00 feet, and a chord bearing N 70°11'50" E, for a chord length of 171.28 feet; thence Northeasterly along the arc of said curve 174.07 feet to a point, said point being the POINT OF ENDING of herein described 60 feet wide easement.

Said easement contains 4.48 acres, more or less.



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Shelby Cnty Judge of Probate, AL  
02/19/2009 01:39:14PM FILED/CERT



20090219000059620 8/8 \$32.50  
Shelby Cnty Judge of Probate,AL  
02/19/2009 01:39:14PM FILED/CERT

