



20110119000019800 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
01/19/2011 01:31:06 PM FILED/CERT

This instrument prepared by:
William D. Wise
199 Merry Hill Rd.
Sterrett, Alabama 35147

State of Alabama
Shelby County

**AGREEMENT BY ALL CONTIGUOUS LAND OWNERS TO ABANDON AN
EXISTING NONEXCLUSIVE INGRESS/EGRESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned parties to this agreement are all the contiguous property owners that are abutting or in any way served by the Existing Nonexclusive Ingress/Egress Easement Property as herein described and own all of the lands abutting on or touching said easement property, and as such owners are desirous of abandoning and/or vacating the existing easement and all the property herein described as a voluntary act of those that have signed below.

Now THEREFORE, The undersigned parties, being all of the contiguous or abutting land owners of the following described property:

A parcel of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 18 South, Range 2 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of the above said 1/4-1/4 ; thence S01°10'11"E, a distance of 491.98 feet; thence N88°57'25"E, a distance of 320.14 feet; thence N89°03'27"E, a distance of 163.84 feet; thence S01°42'43"E, a distance of 354.03 feet; thence N89°45'31"W, a distance of 168.89 feet; thence S09°51'35"W, a distance of 91.26 feet to the Point Of Beginning Of Said Easement; thence S42°55'58"W, a distance of 113.91 feet; thence N84°09'52"W, a distance of 151.01 feet; thence S02°46'30"E, a distance of 15.17 feet; thence S74°21'02"E, a distance of 215.64 feet; thence N09°51'35"E, a distance of 106.11 feet to the Point Of Beginning Of Said Easement.

The above described property shall be and remain abandoned, shall not encumber or burden any other property, and shall no longer exist hereafter. Such easement shall no longer run with the title of said property that it is upon and shall not be shown or recited in any other title upon the property. There shall be no rights of ingress or egress upon the property hereafter to be claimed by the parties to this agreement or anyone else. This voluntary act of abandonment of this easement by the parties hereto shall be binding and permanent once it is signed and recorded. Although Beulah Baptist Church of Christ is acquiescing and joining in signing this agreement to abandon the above described easement it will still use the access onto U.S. Highway 25 hereafter to access their property.

IN TESTIMONY AND WITNESS WHERE, the parties hereunto have voluntarily signed and affixed their hands and seal to this declaration of abandonment on this ____ day of September, 2010.

WITNESS:

Signatures of those who are parties to and agree to this writing.

Douglas Acker
Douglas Acker

Francis Acker
Francis Acker

Earl C Hardy III
Beulah Baptist Church of Christ

Kenneth Brasher
Kenneth Brasher

Adam Brasher
Adam Brasher

State of Alabama
Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify that Douglas Acker whose name(s) IS signed to the foregoing conveyance or document, and who IS known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 17th day of December, 2010.

Jaime Echols
Notary Public

State of Alabama
Shelby County

JAIME L. ECHOLS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 8-28-12

I, the undersigned authority, in and for said County, in said State, hereby certify that Francis Acker whose name(s) IS signed to the foregoing conveyance or document, and who IS known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 17th day of December, 2010.

Jaime Echols
Notary Public

JAIME L. ECHOLS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 8-28-12



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State of Alabama
Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify that Kenneth Brasher whose name(s) IS signed to the foregoing conveyance or document, and who IS known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 22nd day of December, 2010.

Leresa Morris
Notary Public

My Commission Expires July 30, 2011

State of Alabama
Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify that Adam Brasher whose name(s) IS signed to the foregoing conveyance or document, and who IS known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 22nd day of December, 2010.

Leresa Morris
Notary Public

My Commission Expires July 30, 2011

State of Alabama
Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify that Beulah Baptist Church of Christ - ^{early} Hardy whose name(s) IS signed to the foregoing conveyance or document, and who IS known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, did execute the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 30th day of December, 2010.

Dee Joseph
Notary Public

MY COMMISSION EXPIRES 12/12/2011