

STATE OF ALABAMA)
SHELBY COUNTY)

3480

THIS AGREEMENT made and entered into this 23rd day of August, 1958, by and between LUTHER HATCHER, his heirs, administrators and assigns, hereinafter called party of the first part and W. B. REYNOLDS and wife, ANN REYNOLDS, their heirs, administrators and assigns, hereinafter called party of the second part, WITNESSETH:

WHEREAS, party of the first part owns and has title to that certain real estate in Shelby County, Alabama, described as follows:

$E\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 11, Township 24, Range 12 East.

and

WHEREAS, parties hereto desire to create and dedicate a 22 foot roadway of equal width to party of the second part and to the general public across the west part of the property of the party of the first part, and

WHEREAS, the roadway will be mutually beneficial to party of the first part and to party of the second part, and

WHEREAS, in consideration of the granting of this roadway, party of the second part has agreed to construct a roadway along said land so dedicated;

NOW, THEREFORE, it is hereby agreed as follows: Party of the first part does hereby grant, bargain, sell and assign unto party of the second part and to the general public, an easement for a public roadway described as follows:

Commence at the NW corner of $E\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ of $NE\frac{1}{4}$, Section 11, Township 24, Range 12 East and run Southerly along the West boundary of said 5 acre tract to the SW corner thereof; thence Easterly and parallel with the North boundary of said 5 acre tract, 22 feet; thence Northerly and parallel with the West boundary of said 5 acre tract to the North boundary of said 5 acre tract; thence Westerly along the North boundary of said 5 acre tract 22 feet to point of beginning.

Said roadway to extend as shown above from the Montevallo-Jemison Highway to the South boundary of $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 2, Township 24, Range 12 East.

The party of the first part shall fully use and enjoy the aforesaid premises, except as to the rights herein granted; and party of the second part agrees to construct a roadway over said described premises.

TO HAVE AND TO HOLD the said easement, right and right of way unto the party of the second part and to the general public under the conditions as set forth above.

IN WITNESS WHEREOF, I hereunto set my hand and seal this the
23rd day of August, 1958.

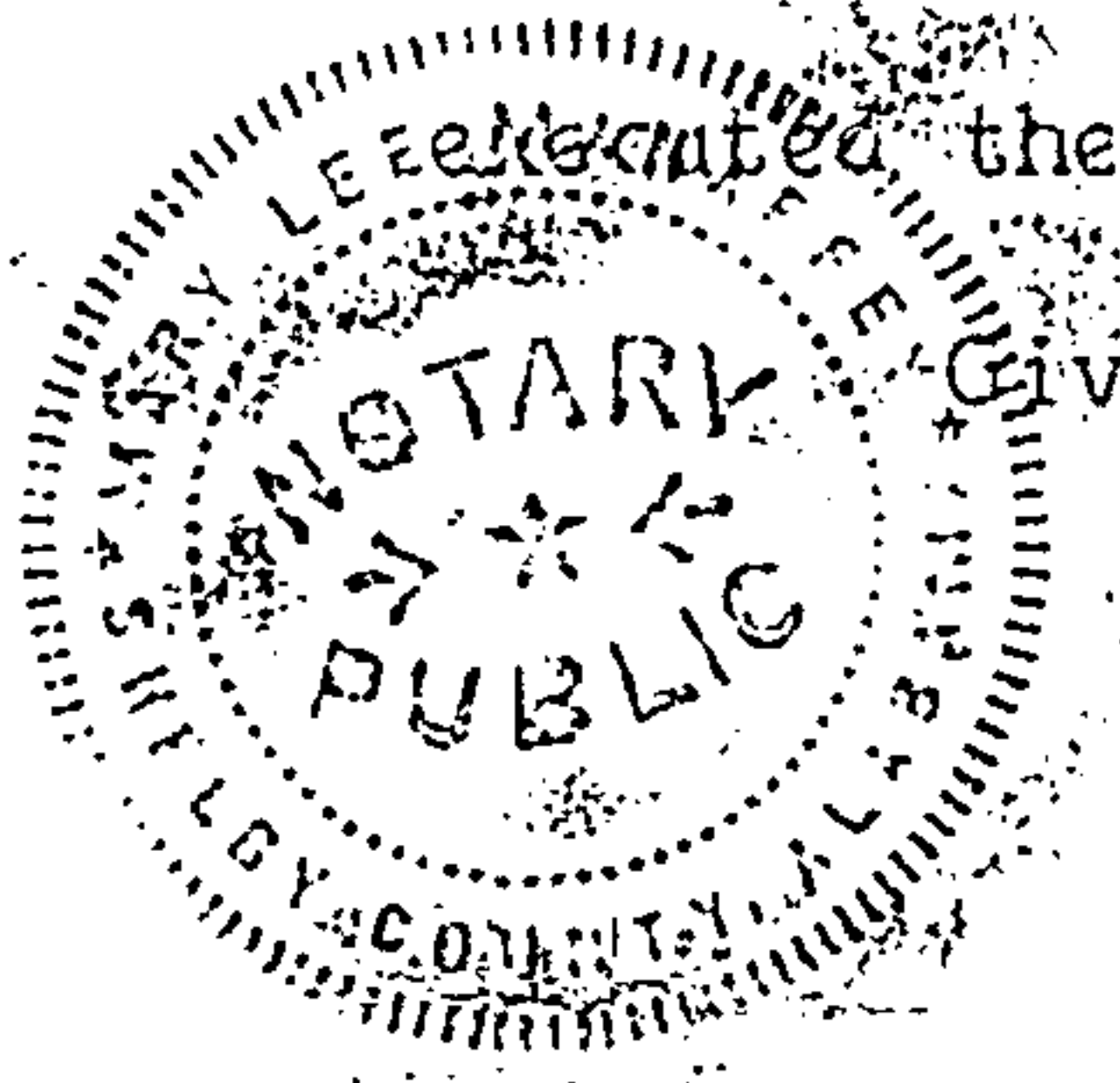
Luther Hatcher
Luther Hatcher
(Luther Hatcher)

STATE OF ALABAMA)

SHELBY COUNTY)

I, Mary Lee Mahaffey, a Notary Public, in and for
said County, in said State, hereby certify that Luther Hatcher, whose name is
signed to the foregoing Easement, and who is known to me, acknowledged before
me on this day that, being informed of the contents of the Easement, he
executed the same voluntarily on the day the same bears date.

Given under my hand this 23rd day of August, 1958.



Mary Lee Mahaffey
Notary Public

State of Alabama, Shelby County
day of August, 1958, at 8 o'clock A. M., and recorded in Deed Record 195-30 & date 8-28-58
and the Mortgage Tax of \$..... Deed Tax of \$..... has been paid.
Filed 150 L. C. Hatcher Judge of Probate