

FILED 16 MARCH 1959

THIS AGREEMENT made and entered into on this, the 9th day of March, 1959, by and between the undersigned, Tom Lee and wife, Nell Lee; J. L. Henson, an unmarried man; Robert May Gibson Dobbs and husband, T. P. Dobbs, hereinafter collectively called Party of the First Part, and John P. Lee, and wife, Maurine Lee, hereinafter collectively called Party of the Second Part,

WHEREAS, the Party of the First Part have heretofore on the 4th day of October, 1957, conveyed to the Party of the Second Part, by Indenture, a certain parcel of land described hereinafter and in said indenture recorded in Deed Book 192, Page 54, in the Probate Office of Shelby County, Alabama, and

WHEREAS, by the terms of said indenture the Party of the First Part reserved an easement across the said parcel of land but the route and width of said easement was not described in detail, and

WHEREAS, the Parties Hereto desire to describe the route and width of said easement in detail and otherwise define the rights of the parties hereto.

NOW THEREFORE, WITNESSETH THAT:

The Party of the First Part, for and in consideration of the premises and the sum of One and No/100 Dollars in hand paid to them by the Party of the Second Part, the receipt of which is hereby acknowledged, do remise, release, quit claim and convey to the said John P. Lee and wife, Maurine Lee, the said Party of the Second Part, all our right, title, interest and claim in or to the following described real estate situated in Shelby County, Alabama, to-wit:

That certain parcel of land situated partly in the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 12, Township 20, South, Range 3 West, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 12, Township 20, South, Range 3 West, and run thence South 89 degrees and 05 minutes West along the South line of said Section 12, for a distance of 322.17 feet to an iron pin; run thence North 30 degrees and 20 minutes East along the old Highway for a distance of 610.76 feet to an iron pin on the East line of the Southwest Quarter of the Southwest Quarter of said Section 12; run thence North 29 degrees and 56 minutes East for a distance of 923.88 feet to an iron pin on the North line of said Southeast Quarter of the Southwest Quarter of

said Section 12; run thence North 89 degrees and 36 minutes East along the North line of said last named forty acres for a distance of 358.10 feet to an iron pin on the West right of way line of the present United States No. 31 Four-Lane Bituminous Paved Highway; run thence South 25 degrees and 33 minutes West along the West right of way line of said United States Highway No. 31 for a distance of 1465.68 feet to an iron pin on the South line of said Southeast Quarter of the Southwest Quarter of said Section 12; run thence South 89 degrees and 05 minutes West along the South line of said Section 12 for a distance of 172.30 feet to an iron pin marking the point of beginning of the tract of land herein described and conveyed, and containing 12.865 acres, more or less, and all situated in Shelby County, Alabama.

Reserving and excepting, however, to the Party of the First Part, their heirs and assigns, the use of a passage along, over, and across the following described right of way 20 feet in width, together with free ingress, egress and regress, for the Party of the First Part, their heirs and assigns, at all times and forever hereafter, into, along, and out of said Right of Way in common with the said Party of the Second Part, their heirs and assigns, to-wit: Commence at the southwest corner of the Southeast Quarter of the Southwest Quarter of Section 12, Township 20, South, Range 3 West in Shelby County, Alabama, and run thence north 1 degree 30 minutes west 522.32 feet; run thence north 29 degrees and 56 minutes east 903.88 feet to the point of beginning of the Right of Way hereby reserved; From said point of beginning continue along a projection of the last above described line north 29 degrees and 56 minutes a distance of 20 feet to the north line of the above described parcel of land; run thence north 89 degrees 36 minutes east along said north line for its entire distance of 358.10 feet to the westerly right of way line of United States Highway No. 31, as now located; run thence south 25 degrees 33 minutes west along said westerly right of way line of said highway 20 feet; run thence south 89 degrees 36 minutes west 358.10 feet, more or less, to the said point of beginning of the Right of Way hereby reserved.

The Party of the Second Part for and in consideration of the Premises and the sum of One and No/100 Dollars in hand paid by the Party of the First Part, the receipt of which is hereby acknowledged, do hereby grant to the said Party of the First Part, their heirs and assigns the hereinabove described easement and to hold the privileges thereof, as aforesaid, to the said Party of the First Part, their heirs and assigns, to their use forever, in common with the Party of the Second Part, their heirs and assigns.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

Tom Lee (SEAL.)
(Tom Lee)

Nell Lee (SEAL.)
(Nell Lee)

J. L. Henson (SEAL.)
(J. L. Henson)

Robert May Gibson Dobbs (SEAL.)
(Robert May Gibson Dobbs)

T. P. Dobbs (SEAL.)
(T. P. Dobbs)

John P. Lee (SEAL.)
(John P. Lee)

Maurine Lee (SEAL.)
(Maurine Lee)

STATE OF ALABAMA,

SHELBY COUNTY.

I, L. S. Maccare, a Notary Public in and for said County, in said State, hereby certify that Tom Lee and wife, Nell Lee; J. L. Henson, an unmarried man; Robert May Gibson Dobbs and husband, T. P. Dobbs; John P. Lee and wife, Maurine Lee, 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 9th day of March, 1959.

L. S. Maccare
Notary Public



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STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within deed was filed for record the 16 day of Mar 1959 at 2 o'clock P. M. and recorded in Deed Record 200 at page 32, and the Mortgage Tax and Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate