

5-16-6

THIS AGREEMENT, by and between Margaret G. Bush
(hereinafter referred to as "Seller") and Fred A. Carnell
(hereinafter referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, Seller has contemporaneously herewith
conveyed to Purchaser approximately 18 acres of land situ-
ated in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 19
South, Range 2 West, Shelby County, Alabama; and

WHEREAS, Seller continues to own certain prop-
erty on the westerly side of the property conveyed to Pur-
chaser; and

WHEREAS, Seller has a private road running from
Cahaba Valley Road and along the eastern boundary of the
property which she has retained to a bridge which crosses
Cahaba Valley Creek and connects the property which she
has conveyed to Purchaser with that which she has retained;
and

WHEREAS, the said bridge, with the exception of
a small portion of the westerly end thereof which is lo-
cated on the property retained by Seller, is situated on
the property this day conveyed to Purchaser; and

WHEREAS, Seller and Purchaser, in connection
with the sale of said property by Seller to Purchaser,
made certain agreements with respect to the use of the
said private road and the said bridge, and desire to put
said agreements in writing;

NOW, THEREFORE, in consideration of the prem-
ises and as a part of the consideration moving between the

Parties for the conveyance by Seller to Purchaser contemporaneously herewith, and of the mutual agreements of the parties herein contained, it is agreed as follows:

(1) The said present bridge across Cahaba Valley Creek which connects the property which Seller has this day sold to Purchaser with that which she retains shall remain in its present location and both Seller and Purchaser shall have the right to use the said bridge as long as it remains suitable for use, it being agreed that neither Seller nor Purchaser shall have the obligation of maintaining or repairing said bridge.

(2) Seller hereby grants unto Purchaser the non-exclusive right and privilege to use the said private road along the easterly edge of her property which connects the aforesaid bridge with Cahaba Valley Road.

(3) Purchaser hereby grants unto Seller the right and privilege to use the old roadway, which runs along that portion of the property this day conveyed to him by Seller and which is situated along the southerly boundary of Cahaba Valley Creek between the easterly end of the aforesaid bridge and the property which Seller is retaining, for the purpose of moving vehicles and other equipment to and from the property which Seller owns on the north side of Cahaba Valley Creek and the property which Seller owns on the south side of Cahaba Valley Creek.

(4) The rights and privileges herein created are to be used by Seller and Purchaser and their respective agents, servants, guests and employees at their own

risk, it being understood and agreed that neither party owes the other any duty to repair, maintain, make usable, or to perform any act with respect to the roadways and bridge to which the rights and privileges herein granted relate.

(5) The rights and privileges herein created may be exercised and used by Seller and Purchaser and their respective agents, servants, guests and employees.

IN WITNESS WHEREOF, Seller and Purchaser have hereunto set their hands and seals on this the 18th day of July, 1962.

Margaret G. Bush (L. S.)
Margaret G. Bush

Seller

Fred A. Carnell (L. S.)
Fred A. Carnell

Purchaser

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that Margaret G. Bush, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

18th day of July, 1962. Given under my hand and official seal on this the

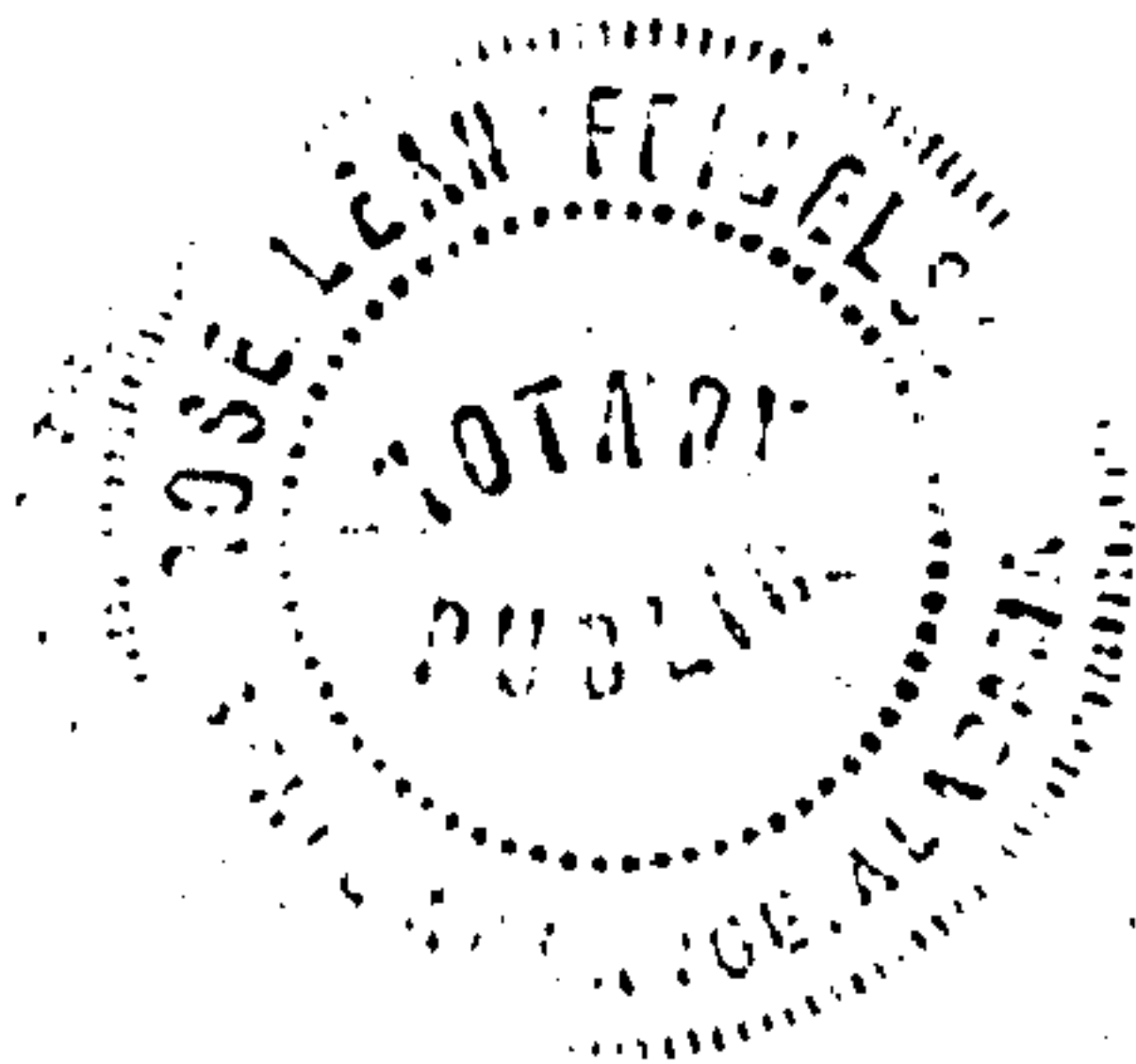
Crook C. Morris, Jr.
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that Fred A. Carnell,

whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 19 day of July, 1962.



Rose Lee Feidelson
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/1 1964
RECORDED & 2 TAX
& 5 DEED TAX
PAID. ON THIS INSTRUMENT.

Conrad M. Jankin
JUDGE OF PROBATE