

STATE OF ALABAMA }  
SHELBY COUNTY }

1538

WHEREAS, C. H. FULTON, hereinafter called party of the first part, and L. T. BOUNDS, hereinafter called party of the second part, are the owners of contiguous land, and

WHEREAS, the parties hereto are desirous of creating an eighteen foot easement for a private roadway for the mutual benefit of the properties which said easement abutts;

NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, to the party of the first part, in hand paid by party of the second part, the receipt whereof is acknowledged, party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, his heirs and assigns, an easement to be used for a private roadway or driveway for the purpose of ingress and regress, on the following described land:

Commence at the NE corner of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Sec. 12, Township 21 South, Range 3 West and in a Westerly direction along the North line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section run a distance of 1263.0 feet; thence turn an angle of 102 deg. 03' to the left for a distance of 154.51 feet to the point of beginning of an 18.0 foot easement, said point being on the Westerly right of way line of said easement; thence continue along the same said course for a distance of 210.91 feet; thence turn an angle of 1 deg. 46' to the right along said Westerly right of way line for a distance of 100.65 feet; thence turn an angle of 20 deg. 55' to the right along said Westerly right of way line for a distance of 139.23 feet; thence turn an angle of 22 deg. 00' to the right along the Westerly or Northerly right of way line for a distance of 48.17 feet; thence turn an angle of 27 deg. 48' to the right along said right of way line for a distance of 63.40 feet to the Easterly right of way line of U. S. Highway #31 and the end of Easement. Situated in Shelby County, Alabama. Said easement being a uniform width of 18 feet.

It is agreed and understood that this easement shall be for the mutual benefit of all property abutting said roadway and shall not be construed as being exclusive as to any owner.

It is further agreed and understood that party of the first part shall have no obligation to construct, maintain, or repair said easement.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1964.

J. Meadows  
Witness

C. H. Fulton

David F. Reiffel  
Witness

L. T. Bounds

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STATE OF ALA. BOOK 255  
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