

300.00

STATE OF ALABAMA)
JEFFERSON COUNTY)

3374

EASEMENT

THIS INDENTURE made this day of May, 1971, by and between Bill L. Harbert and Edwin M. Dixon, Trustees under a certain Declaration of Trust dated September 18, 1968, (hereinafter referred to as "Grantor") and Chace Lake Country Club, Inc., a corporation, (hereinafter referred to as "Grantee"),

WHEREAS, the Grantee has purchased certain land from Grantor and as part of such agreement to purchase said land Grantor did agree to grant, bargain and sell unto the Grantee certain easements and rights of ingress and egress to the property owned by the Grantee subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, Grantor does hereby grant unto Grantee an easement for ingress and egress of members, guests, invitees and licensees of Grantee over, upon and on the existing roadway which connects the property owned by the Grantee and U. S. Highway 31.

But this grant is made upon the following terms and conditions:

1. It is agreed by and between the Grantor and Grantee that the Grantor may relocate the existing roadway at any time upon granting to Grantee a permanent easement for normal ingress and egress of members, guests, invitees, and licensees over, upon and on property more particularly described as follows:

An easement for ingress and egress, situated in the $W\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 24, Township 19 South, Range 3 West, Jefferson County, Alabama, said easement being thirty feet in width, or fifteen feet on each side of a centerline which is described as follows: From the intersection of the north bank of the Cahaba River and the west line of the right of way of U. S. Highway 31, run north along the west line of said road right of way for a distance of 934 feet, more or less, to a point at which the highway right of way narrows to 200 feet in width, thence turn an angle to the right of 90° and run northeasterly for a distance of 50 feet, thence turn an angle to the left of 90° and run northwesterly along the west line of said highway right of way for a distance of 757.89 feet, thence turn an angle to the left of 99°-42' and run southwesterly for a distance of 99.61 feet, thence turn an angle to the right of 68°-05' and run northwesterly for a distance of 47.35 feet to the point of beginning of said easement centerline, thence turn an angle to the right of 110°-20' and run northeasterly along said centerline for a distance of 28.07 feet to the point of curve of a curve to the left, said curve having a central angle of 78°-43' and a radius of 100 feet; thence northerly along the arc of said curve to the left for a distance of 137.39 feet to the end of said curve, thence northwesterly along a line tangent to said curve for a distance of 240 feet to the end of said easement, said last described course being fifteen feet west of and parallel with the west line of said highway right of way.

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2. In the event that the Grantor elects to relocate the existing roadway, it shall, prior to terminating the easement over the existing roadway, construct, at its own expense on the easement property described above, a paved roadway of similar quality to that of the existing roadway. Upon the granting of such new easement and the completion of such new roadway to provide ingress and egress, the easement granted in the existing roadway in this instrument shall forthwith terminate.

3. It is agreed and understood by the Grantor and Grantee that the Grantor can use the above described easement for ingress, egress and access to the land retained by the Grantor.

4. It is further agreed and understood that all maintenance and repair of the existing roadway, or new roadway in the event Grantor elects to exercise its relocation right described above, shall be the sole responsibility of the Grantee. However, in the event Grantor develops the retained property and the existing or new roadway is used for ingress and egress to the development, the Grantor agrees to share the maintenance cost with the Grantee.

TO HAVE AND TO HOLD the same unto the said Grantee, and its assigns for the uses and purposes for which said land is granted, so long as the land is used by the Grantee, its successors or assigns, for normal ingress and egress of members, guests, invitees, and licensees of the Grantee to the property owned by the Grantee, subject to the terms and conditions set out above.

IN WITNESS WHEREOF, the said Bill L. Harbert and Edwin M. Dixon, Trustees under a certain Declaration of Trust dated September 18, 1968, have heretofore set their hands and seals on this the 26th day of May, 1971.

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Bill L. Harbert (SEAL)
BILL L. HARBERT, as Trustee under
Declaration of Trust dated
September 18, 1968

Edwin M. Dixon (SEAL)
EDWIN M. DIXON, as Trustee under
Declaration of Trust dated
September 18, 1968

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Bill L. Harbert and Edwin M. Dixon, whose names as Trustees under Declaration of Trust dated September 18, 1968, 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 said conveyance, they in their capacity as such Trustees executed the same voluntarily on the day the same bears date.

WITNESS my hand and official seal this the 26th day of May, 1971.

Betty Hodges Putnam
NOTARY PUBLIC

My Commission Expires January 30, 1972

This instrument was prepared by
Rodney Mundy, Esquire
Attorney at Law
800 North 18th Street
Birmingham, Alabama 35203.

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STATE OF ALA. SHELBY CO.
NOTARY PUBLIC
INSTRUMENT WAS FILED
1971 JUN -7 PM 8:29
U.C.C. FILE NUMBER 99
REC. REC. & FILED AS SHOWN ABOVE
Consolidated
JUNE 05 1971

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 714 PAGE 458

MAY 27 3 57 PM '71

RECORDED & INDEXED TAX
& DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

James Meeks

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