

STATE OF ALABAMA)

COUNTY OF SHELBY)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of one dollar (\$1.00) and other good and valuable considerations unto the undersigned grantors, James W. Holly and wife, Aneita Holly (hereinafter at times referred to as the "Grantors") in hand paid by Ronald E. Holly (hereinafter at times referred to as "Grantee"), the receipt and sufficiency of which consideration are hereby acknowledged, the said Grantors do hereby grant, bargain, sell and convey unto the said Grantee, his successors, assigns, and lessees from the date hereof a right-of-way and easement for use as a driveway over, upon and across a strip of land approximately ten feet (10') wide, and more particularly described as follows:

This easement is approximately ten (10) feet wide and fifty (50) feet long. Said easement runs in a southeasterly and easterly direction, the northern most point of said easement adjoining Valleydale Road and running thence in a southeasterly direction across the northwesterly corner of a lot owned by the said Grantors and more particularly described as a part of Lot 11, Valleydale Estates, as recorded in Map Book 4, Page 90 in the office of the Judge of Probate, Shelby County, Alabama. The location of this easement shall coincide with the location of the existing driveway currently being used by the Grantee named herein, and which dimensions, direction and location are approximately described above. Situated in Shelby County, Alabama.

Together with all rights and privileges necessary or convenient for the full enjoyment and use of said right-of-way and easement for the purpose above designated.

TO HAVE AND TO HOLD the said right-of-way and easement perpetually unto the said Ronald E. Holly, his successors, assigns and lessees, provided, however, that the Grantors herein expressly reserve for themselves and for their heirs, executors, administrators, and assigns the right to use and enjoy the premises above described insofar as such use and enjoyment by the Grantors, their heirs, executors, administrators and assigns, shall not



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Shelby Cnty Judge of Probate, AL
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unreasonably interfere with the use of said easement and right-of-way by the said Ronald E. Holly, his heirs, assigns and lessees under the grant herein set forth and provided further that the Grantors will place no permanent structures upon the said right-of-way and easement. The Grantors expressly covenant and have a good right to execute this agreement and to grant said easement and right-of-way.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals on this 29th day of July, 1976.

WITNESSES:

James W. Holly
JAMES W. HOLLY

Aneita Holly
ANEITA HOLLY

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned Notary Public, hereby certify that James W. Holly and Aneita Holly, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, they executed the same voluntarily on the date the same bears date.

Given under my hand this 29th day of July, 1976.

Diana Dobb
NOTARY PUBLIC



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STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 JUL 29 PM 2:16
Deed Book 50
Consolidated
JUDGE OF PROBATE

BOOK 300 PAGE 113