

STATE OF ALABAMA)
) GRANT OF EASEMENT
 COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Bobby Alvin Gulledge and wife, Esther Gulledge, are the record title owners of the hereinbelow described Parcel No. 1; and whereas the undersigned Troy B. Gulledge and wife, Myrtle Gulledge, are the record title owners of the hereinbelow described Parcel No. 2; and whereas the said Parcel No. 1 adjoins the said Parcel No. 2 on the West side of said Parcel No. 2 with the East boundary of said Parcel No. 1 coinciding with a portion of the West boundary of said Parcel No. 2; and whereas the said respective owners of said Parcels 1 and 2 have shared a common driveway for more than ten (10) consecutive years immediately next preceding the present date hereof, and currently are so sharing and using said common driveway; and whereas the said driveway as commonly used is located fifteen (15) feet on either side of the said common boundary line between the said Parcels No. 1 and 2, with said common boundary constituting the center line of said driveway; and whereas Harrison C. Gulledge and wife, Sherry G. Gulledge, recently acquired an acre of land lying on the North side of the said Parcel No. 2, with the South boundary thereof coinciding with the North boundary of said Parcel No. 2; and whereas the said Parcels No. 1 and 2 are bounded on the South by the public County Road; and whereas the said Harrison C. Gulledge and wife, Sherry G. Gulledge, have been using the said common driveway, together with the extension or continuation thereof across the Northwest Corner of that portion of Parcel No. 2 lying North of Parcel No. 1 in going to and from their said realty, which adjoins said Parcel No. 2 on the North side thereof, as aforesaid; and whereas the undersigned desire to establish of record the said common driveway between Parcels No. 1 and 2; and whereas the said Troy B. Gulledge and wife, Myrtle Gulledge, desire to establish of record the said driveway

Harrison C. Gulledge
 Rt. 1 Box 944
 Leeds, Ala - 35094



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currently used by the said Harrison C. Gulledge and wife, Sherry G. Gulledge, across the Northwest Corner of that portion of Parcel No. 2 lying North of Parcel No. 1; and whereas each of the undersigned desires to grant the said Harrison C. Gulledge and wife, Sherry G. Gulledge, their heirs and assigns, a defined and recorded means of ingress and egress to their said land, which adjoins said Parcel No. 2 on the North side thereof, as aforesaid;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, and for the sum of One Dollar cash in hand paid by the said Harrison C. Gulledge and wife, Sherry G. Gulledge, to each of the undersigned, the receipt whereof is acknowledge, we, the said Bobby Alvin Gulledge and wife, Esther Gulledge, and Troy B. Gulledge and wife, Myrtle Gulledge, do hereby grant, bargain, sell, and convey unto the said Harrison C. Gulledge and wife, Sherry G. Gulledge, their heirs, personal representatives and assigns, a perpetual easement as a means of ingress and egress over, upon and across the said common driveway existing between the said Parcels No.1 and 2, the common boundary of said Parcels constituting the center line of said common driveway, and said easement for purposes of ingress and egress, as aforesaid, being more particularly defined as follows:

The Easternmost fifteen (15) feet evenly off the East side of Parcel No. 1 which is described as follows: Commence at the NW corner of the SW 1/4 of NE 1/4 Section 33 Township 17 South Range 1 East. From said corner go South along 1/4 1/4 Section 1019 ft. Thence N 87° 30' E 222 ft. Thence 45° to the left 125 ft. for a point of beginning. Thence continue along said line 125 ft. Thence 90° to the right 118 ft. to the County road. Thence SouthWesterly along said road 124 ft. Thence North parallel with East lot line 125 ft. to point of beginning.

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and

The Westernmost fifteen (15) feet evenly off the West side of Parcel No. 2, which is described as follows: Commence at the Northwest corner of the SW 1/4 of the NE 1/4 Section 33, Township 17 South, Range 1 East, thence run southerly along the west line for a distance of 942.30' feet, thence turn 61° 28' to the left for a distance of 65.86' feet to the point of beginning. Thence continue along same line for a distance of 237.79' feet, thence turn 61° 28' to the right for a distance of 160.0' feet to a point on the northerly right of way of a County paved Road, thence turn 123° 04' 15" to the left and along said road a distance of 240.0' feet, thence turn 102° 56' to the left for a distance of 169.47' feet, thence turn 90° 00' to the right for a distance of 160.0' feet, thence turn 121° 28' 17" to the left for a distance of 198.34' feet, thence turn 45° 27' 28" to the left for a distance of 245.0' feet to the point of beginning.

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Further, the said Troy B. Gulledge and wife, Myrtle Gulledge, for the consideration hereinabove expressed, do hereby grant, bargain, sell, and convey unto the said Harrison C. Gulledge and wife, Sherry D. Gulledge, their heirs, personal representatives and assigns, a perpetual easement, thirty (30) feet in width, as a means of ingress and egress over, upon and across the Northwest Corner of that portion of Parcel No. 2 lying North of Parcel No. 1, as said easement currently is established and used.

Further, for and in consideration of the premises and of the sum of One Dollar cash in hand paid by each of the undersigned couples to the other of said couples, the receipt thereof is acknowledged, the said respective owners of the above described Parcels 1 and 2 do hereby grant, bargain, sell and convey unto each other

a perpetual easement as a means of ingress and egress over, upon and across the said common driveway existing between the said Parcels No. 1 and 2, the common boundary of said Parcels constituting the center line of said common driveway, which extends a distance of fifteen (15) feet on each side of said center line.

The above and foregoing grants of easement are limited to purposes of ingress and egress only, and are not to be enlarged or otherwise used. In recognition of such restricted purpose and use, none of the parties hereto, including the said Harrison C. Gulledge and wife, Sherry G. Gulledge, their heirs, personal representatives or assigns, shall use said driveway, or any portion thereof, for the parking or storing of vehicles of any kind, nor shall any of said persons otherwise block or impede said driveway so as to interfere in any way with its free use. Likewise, no person shall have the right to disturb the surface of said easement without the consent of all landowners across whose properties said easement lies. Each of the parties hereto, their heirs, personal representatives and assigns, shall have the continuing obligation, at common cost, to maintain said easement in reasonably good condition for purposes of ingress and egress to and from the common properties. Any improvement to said easement shall be borne in equal portions by the said owners of both the said dominant and the said subservient tenaments.

TO HAVE AND TO HOLD unto the said Harrison C. Gulledge and wife, Sherry G. Gulledge, and unto the said Bobby Alvin Gulledge and wife, Esther Gulledge, and the said Troy B. Gulledge and wife, Myrtle Gulledge, and their heirs and assigns forever.

We do for ourselves and for our heirs, executors, and administrators covenant that we are lawfully seized in fee simple of the above described realty as hereinabove identified and set forth; that we have a good right to sell and convey said easement as aforesaid; and that our heirs, executors, and administrators shall warrant and defend the same against the lawful claims of all persons.



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IN WITNESS WHEREOF we have hereunto set our hands and seals on this 1 day of Dec, 1977.

Witnessed by:

Margarette Alexander

Bobby Alvin Gullledge (seal)
Bobby Alvin Gullledge

Margarette Alexander

Esther Gullledge (seal)
Esther Gullledge

Margarette Alexander

Troy B. Gullledge (seal)
Troy B. Gullledge

Margarette Alexander

Myrtle Gullledge (seal)
Myrtle Gullledge



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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby Alvin Gullledge and wife, Esther Gullledge, 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 1 day of Dec A.D., 1977.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

NOTARY PUBLIC WAS FILED

1977 DEC -1 PM 12:15

Rec. 7.50

Imp. 1.00

STATE OF ALABAMA)

SHELBY COUNTY)

JUDGE OF PROBATE

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Troy B. Gullledge and wife, Myrtle Gullledge, 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 1 day of Dec A.D., 1977.

This instrument was prepared by: Walter Cornelius
Attorney At Law
414 Woodward Building
Birmingham, Alabama 35203

J. B. Passey
Notary Public
State of Large
My Commission Expires: May 11-1981

J. B. Passey
Notary Public
State of Large
My Commission Expires: May 11-1981