

STATE OF ALABAMA)
SHELBY COUNTY) EASEMENT FOR RIGHT OF INGRESS AND EGRESS
AND EASEMENT FOR WATER AND/OR SEWER LINES

This Agreement made and entered into this 5 day of December, 1978, by and between Eugene Wilkerson and Dorothy Eloise Wilkerson, Parties of the First Part, which expression shall include their heirs, executors, administrators, agents or assigns, where the context of this instrument so requires or admits, and John R. Hardesty and Deborah A. Hardesty, Parties of the Second Part, which expression shall include their heirs, executors, administrators, agents or assigns, where the context of this instrument so requires or admits, and Dorris L. Howton and Joe Henley JAH, Parties of the Third Part, which expression shall include their heirs, executors, administrators, agents or assigns, where the context of this instrument so requires or admits,

W I T N E S S E T H:

WHEREAS, the Parties of the First Part own, have title to or interest in certain real estate located in Shelby County, Alabama, which real estate is immediately to the East of certain land owned by the Parties of the Third Part and which real estate is between the real estate belonging to the Parties of the First Part and the current public road known as Valleydale Road, and

WHEREAS, the Parties of the Second Part own, have title to, or have ownership interest in certain other real estate located in Shelby County, Alabama, which land lies to the East and Southeast of the real estate owned by the Parties of the Third Part, and which land also is between said Valleydale Road and the real estate owned by the Parties of the Third Part, and

WHEREAS, over the years access to the land owned by the Parties of the Third Part and more particular described as follows:

The following is a description of a tract of land situated in the NW-1/4 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW Corner of the NW-1/4 of the NW-1/4 of Section 21, Township 19 South, Range 2 West; run thence in an Easterley direction along the South line of said 1/4-1/4 section for a distance of 93.94 feet to the point of beginning; thence continue along last stated course 238.84 feet; thence 92°33'00" left, 154.68 feet; thence 91°19'00" left, 212.57 feet; thence 78°04'00" left, 141.63 feet to the point of beginning,

has been by use of a road commonly referred to as Old Valleydale Road

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which was a public road or highway, but which road or highway had not been dedicated and which has now been replaced by the new Valleydale Road and which is no longer being used except for access to the real estate owned by the Parties of the Third Part, and

WHEREAS, all parties to this Agreement are desirous of providing access for the Parties of the Third Part to their above described real estate and are interested in providing access for water lines to said property and possibly sewer lines at some future date, and

WHEREAS, all parties are interested in the current access road being rerouted so as to do the least possible damage to the real estate owned by the Parties of the First Part and the Parties of the Second Part,

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THEN, THEREFORE, in consideration of these premises and for other good and valuable considerations including the payment of Ten and 00/100 (\$10.00) Dollars, by the Parties of the Third Part to the Parties of The First Part and the Parties of the Second Part respectively, which payment is hereby acknowledged, the Parties of the First Part do hereby grant, bargain, sell and convey to the Parties of the Third Part, an easement over and across their real estate situated in the NW-1/4 of the NW-1/4 of Section 21, Township 19 South, Range 2 West, in Shelby County, Alabama, and said easement being more specifically and more particularly described as follows:

Commence at the SW corner of said 1/4-1/4 section; thence Easterly along the South line of said 1/4-1/4 section, 333.05 feet to the beginning of an ingress-egress easement, 15 ft. in width, lying North of, and adjacent to the following described line; thence continue along last stated course and 1/4-1/4 line, 105.62 feet to the Westerly right-of-way line of Valleydale Road and the end of said easement.

It is further intended and understood that in lieu of the granting of this easement and in consideration therefor and in consideration of the construction of a chert driveway within this easement, and extending to the current driveway of the Parties of the Third Part on or near the Northern boundary of their real estate, that the undersigned Third Parties do hereby relinquish any and all other drives or accesses to Valleydale Road which they may now have or which they may have gained by prescriptive right. This easement is given for the purpose of allowing full ingress and egress to the property owned by the Parties

of the Third Part and for the purpose of allowing water lines to be run under, along or through said easement and for the purposes of providing that in the future, if sewer is deemed available and advisable to the owners of the land currently owned by the Parties of the Third Part, that sewer lines may also be run over, along or through said easement.

WHEREAS, the Parties of the Second Part own and have title to or interest in certain other real estate located in Shelby County, Alabama, in the SW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West, in Shelby County, Alabama, which property likewise lies between the property owned by the Parties of the Third Part and Valleydale Road to the East Southeast of subject property, and

WHEREAS, access over, across and through said property is necessary for the Parties of the Third Part for the purposes of ingress and egress to their property and for possible use for the running of water and/or sewer lines,

THEN, THEREFORE, the Parties of the Second Part do hereby grant, bargain, sell and convey to the Parties of the Third Part an easement over and across the following real property:

Commence at the NW corner of said 1/4-1/4 section; thence Easterly along the North line of said 1/4-1/4 Section, 420.94 feet to the beginning of an ingress-egress easement, 20 ft. in width, lying South of and adjacent to the following described line; thence continue along last stated course 17.73 feet to the Westerly right-of-way line of Valleydale Road and the end of said easement.

The purpose of this conveyance by the Parties of the Second Part is to allow permanent ingress and egress across their property for the owners of the property currently owned by the Parties of the Third Part from and to the roadway commonly referred to as Valleydale Road.

Attached hereby are certain documents referred to as Exhibit "A" and Exhibit "B" to this easement, which give, when combined together, a rough draft, outline or example of the intention of the Parties as to path said easement shall run from Valleydale Road to the property owned by the Parties of the Third Part.

NOW, THEREFORE, in pursuance of this Agreement and for the good and valuable considerations previously set out, the Parties of the First Part and the Parties of the Second Part do hereby grant, bargain, sell and convey to the Parties of the Third Part, their heirs, and assigns, forever, an easement over, under across and through their

respective properties, in accordance with the above described legal descriptions and attached exhibits, for the purpose of ingress and egress, and for the purpose of running water lines and possibly a sewer line in the future, together with all rights, easements, privileges and appurtenances in and to the said roadway or driveway which is to be built by the Parties of the First Part which may be required for the full use and enjoyment of the rights herein granted.

To have and to hold the same unto the Parties of the Third Part, their heirs and assigns forever.

IN WITNESS WHEREOF, all parties to this Easement Agreement have hereunto set their hands and seals this day and year first above written.

Eugene Wilkerson
EUGENE WILKERSON

Dorothy Eloise Wilkerson
DOROTHY ELOISE WILKERSON

PARTIES OF THE FIRST PART

John R. Hardesty
JOHN R. HARDESTY

Deborah A. Hardesty
DEBORAH A. HARDESTY

PARTIES OF THE SECOND PART

Dorris L. Howton
DORRIS L. HOWTON

Joe Henley
JOE HENLEY
PARTIES OF THE THIRD PART

STATE OF ALABAMA)
COUNTY OF SHELBY)

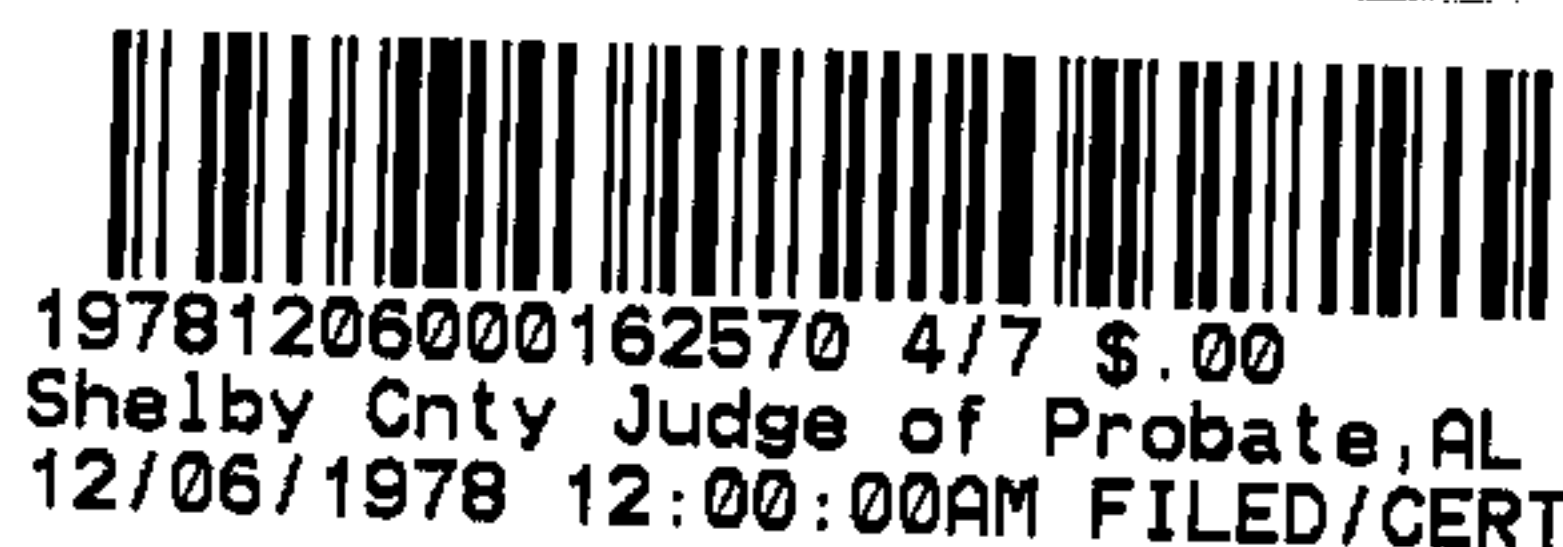
I, the undersigned, Notary Public in and for said county and state, hereby certify that Eugene Wilkerson and Dorothy Eloise Wilkerson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of December 1978.

Hilma A. Walton
NOTARY PUBLIC FOR ALABAMA

My commission expires: March 15, 1979

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public in and for said county and state, hereby certify that John R. Hardesty and Deborah A. Hardesty 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 this conveyance, they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of December 1978.

Eleanor W. McDaniel
NOTARY PUBLIC FOR ALABAMA

My commission expires: 6-1-80

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public in and for said county and state, hereby certify that Dorris L. Howton and Joe Henley ~~Howton~~ 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 this conveyance, they have executed the same voluntarily on the day the same bears date.

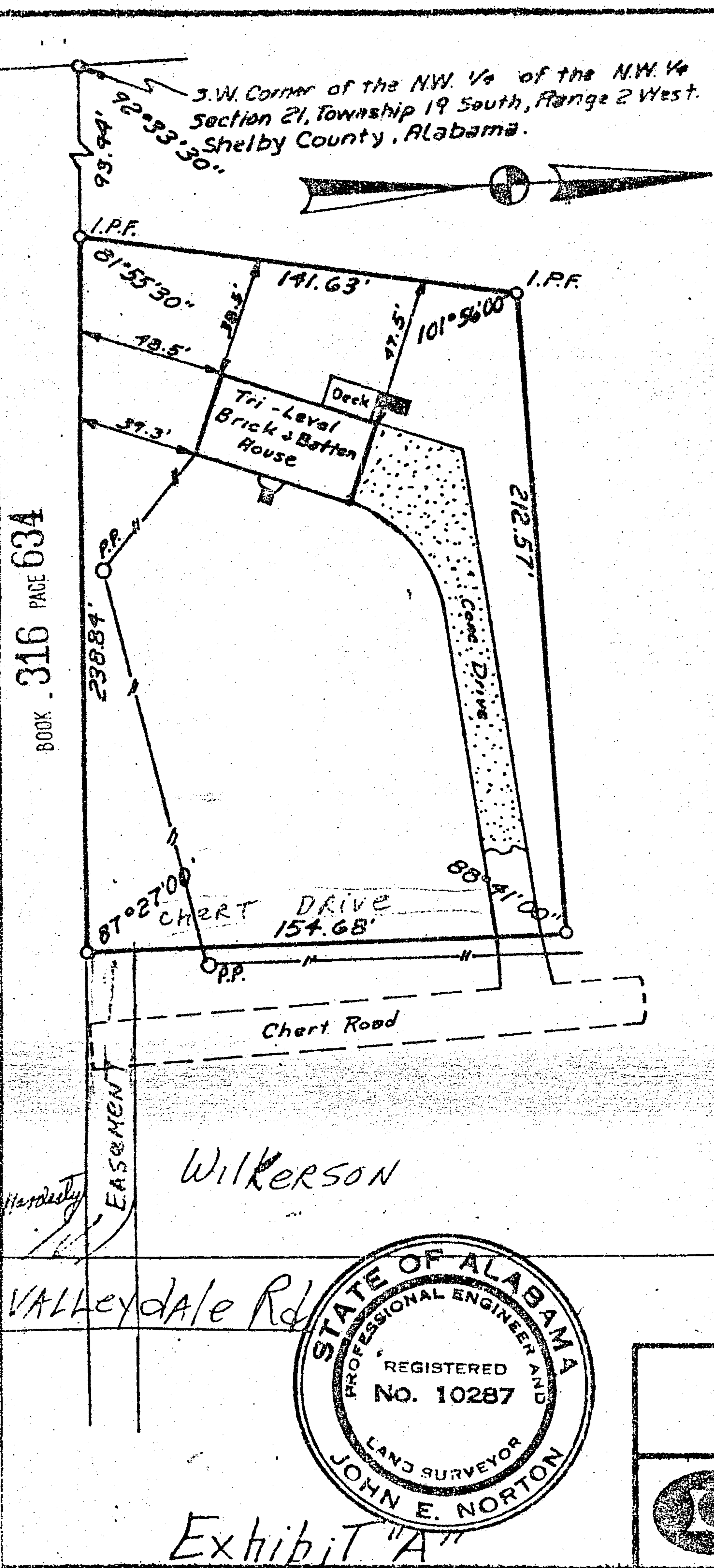
Given under my hand and official seal this 5 day of December 1978.

Mary Ellen
NOTARY PUBLIC FOR ALABAMA

My commission expires: 0503-79



19781206000162570 5/7 \$.00
Shelby Cnty Judge of Probate, AL
12/06/1978 12:00:00AM FILED/CERT



STATE OF ALABAMA
COUNTY OF SHELBY

The following is a description of a tract of land situated in the NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the NW 1/4 of Section 21, Township 19 South, Range 2 West; run thence in an Easterly direction along the South line of said 1/4 - 1/4 section for a distance of 93.94 feet to the point of beginning; thence continue along last stated course 238.84 feet; thence 92°33'00" left, 154.68 feet; thence 91°19'00" left, 212.57 feet; thence 78°04'00" left, 141.63 feet to the point of beginning.

The buildings on said premises are within the lines of same and there are no visible encroachments of buildings, rights-of-way, easements or joint driveways over or across said land except as shown; there are no visible encroachments by electric or telephone wires (excluding wires which serve said premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown.

I further certify that this lot is not within a flood plain area as defined by Flood Prone Areas of Alabama Maps dated July 1975.

John E. Norton
John E. Norton, P.E. & L.S.

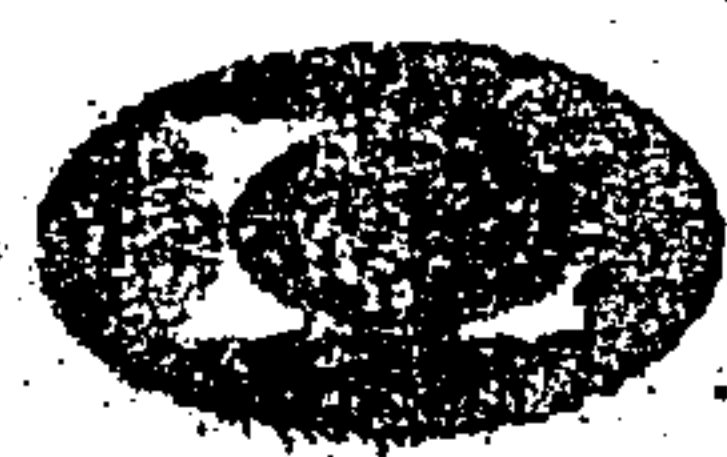
State of Alabama Reg. No. 10287

AS BUILT
For
Dorris L. Howton

LOWE ENGINEERS
Birmingham, Alabama
Scale: 1" = 50' Date: 12-4-78

PARTIES OF THE THIRD PARTY

DORRIS HOWTON



Lowe
Engineers
ATLANTA, GEORGIA

Subject _____

Date _____

Designed _____

Checked _____

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1" = 20'

PARTIES OF THE FIRST PARTY

EASEMENT

105.62'

73'

20'

±3005

PARTIES OF THE SECOND PARTY

VALLEY HILL No. 1

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1978 DEC 15 PM 3:36

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Recd 50
Rec. 9.50
Ind. 1.00
11.00



19781206000162570 7/7 \$.00
Shelby Cnty Judge of Probate, AL
12/06/1978 12:00:00AM FILED/CERT

Exhibit "B"