148

STATE OF ALABAMA)

SHELBY COUNTY)

1979100300012842O 1/6 $.00
Shelby Cnty Judge of Probate,AL
10/03/1979 12:00:00AM FILED/CERT

EASEMENT LOCATION AGREEMENT

WHEREAS, Mead Land Services, Inc., a corporation, (hereinafter called MLS) did heretofore convey certain real estate situated in Shelby County, Alabama, to H. E. Wills and wife, Marie M. Wills (hereinafter called Wills) by deed recorded in Deed Book 287 at page 307 in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter called Deed); and

WHEREAS, James Andrew Braasch (hereinafter called Braasch) subsequently obtained title to a portion of said real estate, which portion is described as follows:

> The N 1/2 of the NE 1/4 of the SW 1/4 of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama. Minerals and mining rights excepted. (hereinafter called Real Estate)

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through mesne conveyances from the Wills; and

WHEREAS, MLS reserved and excepted a sixty-foot-wide non-exclusive right of way and easement for a road over and across all of the real estate conveyed by MLS to the Wills by the Deed, and as a part of said conveyance provided that said road was to be located by mutual agreement between MLS and the Wills or the Wills' heirs and assigns, surveyed, and a map or plat of said survey placed on record, all as contained in the Deed; and

WHEREAS, said sixty-foot-wide non-exclusive right of way and easement for a road or roads over and across the Real Estate (hereinafter called Roads) has now been located by mutual agreement between MLS and Braasch and his wife, Fran Sharpe Braasch (hereinafter jointly called Braaschs); and

WHEREAS, a map or plat of the Roads has been prepared by James H. Seale, Registered Land Surveyor of the State of Alabama, the same being dated May 26, 1979, a copy of said map

or plat being attached hereto as Exhibit "A" and by reference hereto being made a part hereof (hereinafter called Exhibit "A"); and

WHEREAS, Exhibit "A" also contains a description of the Roads as agreed to by MLS and the Braaschs, said description actually being a description of two roads designated as Road No. 1 and Road No. 2, as shown on Exhibit "A".

NOW, THEREFORE, in consideration of the premises, and in fulfillment of the provisions of the Deed and in further consideration of the mutual benefits accruing to MLS and the Braaschs, the sufficiency thereof being acknowledged by MLS and the Braaschs, MLS and the Braaschs do now mutually agree as follows:

1. The location of the non-exclusive right of way and easement for a road which was reserved by MLS in the Deed shall be the roads shown and described on Exhibit "A" and marked "Road 1" and "Road 2".

2. The locations of the Roads having been agreed upon by the parties hereto, MLS claims no right, title, easement, or encumbrance on or against the Real Estate except its rights to use the Roads and to dedicate either or both of them to Shelby County, Alabama or to any other appropriate governmental body, all as provided for hereinafter and in the Deed.

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3. Either MLS or Braasch or their respective heirs, successors or assigns, shall have the right hereafter to convey or dedicate either or both of the Roads, or any part thereof, to Shelby County, Alabama, or to any other appropriate governmental body, as provided by the Deed. If either party wishes to dedicate either or both of the Roads, or any part thereof, the other party hereby agrees to cooperate in connection with such dedication and to execute any and all documents which may be necessary in connection with such dedication.

4. Neither MLS nor the Braaschs shall have any obligation to grade, pave or otherwise improve the Roads, but either party may do so, provided such work is done in accordance with the standards and requirements of Shelby County so that

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Shelby County will accept the dedication of the Roads. The cost of such grading, paving and/or other improvement of the Road shall be paid by the party which has the work done.

5. This Easement Location Agreement, and all provisions hereof, shall be binding upon, and shall inure to the benefit of, the Braaschs and MLS and their respective heirs, assigns, and successors in title.

In witness whereof, Mead Land Services, Inc. has caused this instrument to be executed by its duly authorized corporate officer and James Andrew Braasch and Fran Sharpe Braasch have each executed this instrument, all as of the 25 day of September, 1979.

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ATTEST:

Assistant Secretary

MEAD LAND SERVICES, INC.

By
Its Senior Vice President

James Andrew Braasch

Fran Sharpe Braasch

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that P. R. Satterwhite, whose name as Senior Vice President of Mead Land Services, Inc., a corporation, is signed to the foregoing Easement Location Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement Location Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 25th day of September, 1979.

Notary Public

Notary Public, Alabama State at Large
My Commission Expires January 28, 1982
Bonded by Western Surety Co. of SD

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Andrew Braasch and his wife, Fran Sharpe Braasch, whose names are signed to the foregoing Easement Location Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Easement Location Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of September, 1979.

Glendora S. Brown
Notary Public

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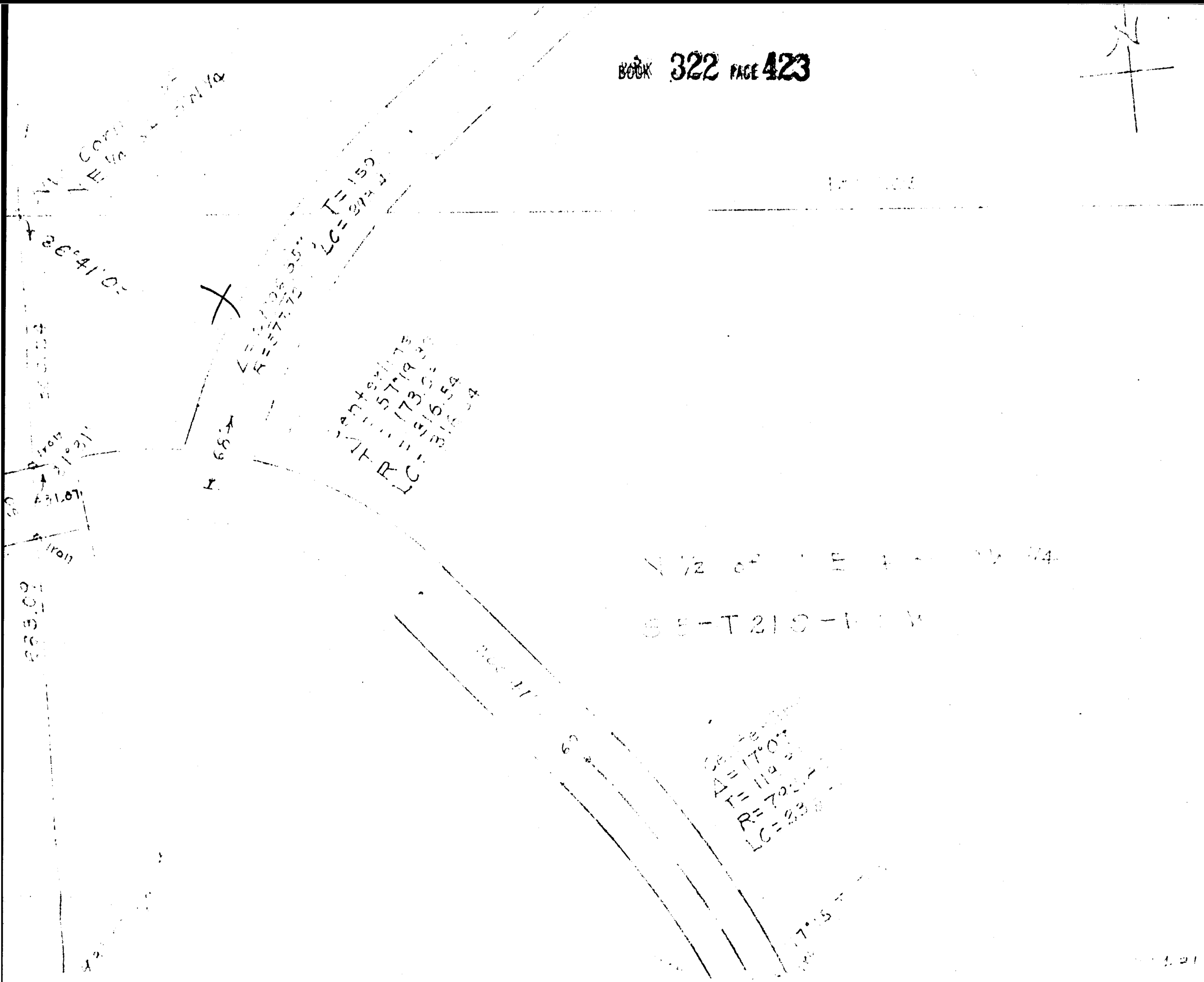

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STATE OF ALABAMA
SHELBY COUNTY

SCALE: 1" = 1[illegible]

I, James H. Seale, a registered Land Surveyor of the State of Alabama, do hereby certify the foregoing to be a true and correct map or plat of the North Half of the Northeast Quarter of the Southwest Quarter of Section 5, Township 21 South, Range 2 West, Shelby County Alabama, less and except that part lying in two (2) roads, described as follows:

Road No. 1: Commence at the Northwest corner of the NE Qtr. of SW Qtr., thence Southerly along the West line of said quarter-quarter section 300.24 feet to the centerline of said road, thence 33°29' left northeasterly along said centerline 61.[illegible] feet to the point of a curve to the right, said curve being subtended by a central angle of 57°10'30", having a radius of 313.54 feet, thence around the arc of said curve 3[illegible].64 feet to the point of tangent, thence along said tangent 200.41 feet to the point of a curve to the right, said curve being subtended by a central angle of 17°07', having a radius of [illegible]2.80 feet, thence around the arc of said curve 28[illegible].60 feet to intersection of the south line of said North Half of the Northeast Quarter of Southwest Quarter of Section 5, Township 21 South, Range 2 West.

Road No. 2: Commence at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 5, Township 21 South, Range 2 West, thence North along the East line of said Quarter-Quarter Section 342.42 feet to the centerline of 60-foot tract of land herein described, said tract being contiguous to Quarter-Quarter line, thence 129°45' left in a Southwesterly direction along the centerline of said 60-foot tract 1274.[illegible] feet to the point of a curve to the left, said curve being subtended by a central angle of 29°[illegible]'35", having a radius of 677.72 feet, thence along said curve 203.46 feet to the point of tangent, thence along the tangent 68 feet to the intersection with the centerline of an existing road and the terminous of said tract of land herein described, less and except that part lying in the existing road.

I further certify that there are no encroachments from adjoining properties.

According to my survey this 28th day of May 1979.

James H. Seale L.S. 2004

Exhibit "A"

STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
80 OCT -3 AM 11:53
JUDGE OF PROBATE

Deed Tax .50
Rec 8.50
7.00
11.00

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