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STATE OF ALABAMA  
SHELBY COUNTY

19800730000083740 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
07/30/1980 00:00:00 FILED/CERTIFIED

PERPETUAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Nine Hundred Sixty Two and 50/100 (\$962.50) Dollars to the undersigned grantors, Ronald W. Gholson and wife, Julia A. Gholson (hereinafter referred to as "grantors", in hand paid by R. Nelson Nash, W. Frank Vawter, and N. Lamar Phillips (hereinafter referred to as "grantees"), and the further consideration of the release by the grantees to the grantors of a <sup>portion of</sup> certain easement which had been heretofore reserved over and across the East Half of the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East, the receipt whereof is acknowledged, we, the said grantors, do hereby grant, bargain, sell, and convey unto the said grantees, subject to the conditions and limitations hereinafter stated, a perpetual easement of a uniform width of 20 feet for ingress and egress over and across a portion of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East, the centerline of said 20 foot easement being more particularly described as follows:

Commence at the Southeast corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 6, Township 19 South, Range 1 East and run Westerly along the South line of said quarter-quarter section a distance of 651.86 feet to a point which is 10 feet East of the Southwest corner of the grantor's property as described in Deed Book 307 at page 376, Office of Judge of Probate of Shelby County, Alabama, which is the point of beginning of the centerline of said 20 foot easement; Northerly along an existing roadway a distance of 100 feet, more or less, to a point which is 30 feet Easterly of grantor's southwest property line as described in said Deed Book 307 at page 376; thence continuing Northerly along said existing roadway a distance of 100 feet, more or less, to a point which is 10 feet East of grantor's said Southwest property line; thence continue Northerly parallel with grantor's said West property line a distance of 170 feet, more or less, to a point which is 50 feet Southeasterly of the Northwest corner of grantor's said property; thence turn Northeasterly a distance of 90 feet, more or less, to a point which is 50 feet South of grantor's Northwest property line; thence continue Northeasterly a distance of 150 feet, more or less, to a point which is 10 feet South of grantor's Northwest property line; thence continue Northeasterly a distance of 140 feet, more or less, to a point on the South line of an unpaved public road known as the "Fire Tower Road", said point being 25 feet South of the grantor's Northwest property line, and being the point of ending of the center line herein described, a sketch showing the approximate location of said roadway which said 20 foot easement follows being attached hereto as Exhibit "A" and by reference hereto being made a part hereof.

BOOK 327 PAGE 732



BOOK 327 PAGE 733

The easement herein granted is subject to the following conditions, limitations, and restrictions:

1. The easement is granted to the grantees and their successors in title, to serve the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 6, Township 19, Range 1 East with access to the unpaved public road which is known as the "Fire Tower Road".

2. The easement is granted to apply to residences of permanent construction, except that a mobilehome or trailer may be situated on said property for no longer than twelve months, to serve as a temporary residence for an owner while a home of permanent construction is being planned and built.

3. The easement will not apply for--and cannot be used for--access from or to a trailer park, modular home, motorcycle course, land fill, public or private camp site, hunting or other private club, religious or secular retreat, commune or colony, manufacturing concern, restaurant, apartments, condominiums, or other establishments frequented by employees or the public in large numbers.

4. The easement herein granted is non-exclusive and may also be used by the grantors, their heirs, assigns, and successors in title.

5. Any of the grantees, their heirs, assigns, and successors in title who fails to observe or violates these conditions, limitations, and restrictions thereby forfeits forever the right to use and enjoy the easement herein granted.

TO HAVE AND TO HOLD TO THE SAID GRANTEES, their heirs, assigns, and successors in title forever.

IN WITNESS WHEREOF, we the undersigned grantors have hereunto set our hands and seals this 4th <sup>U.S. June</sup> day of May, 1980.

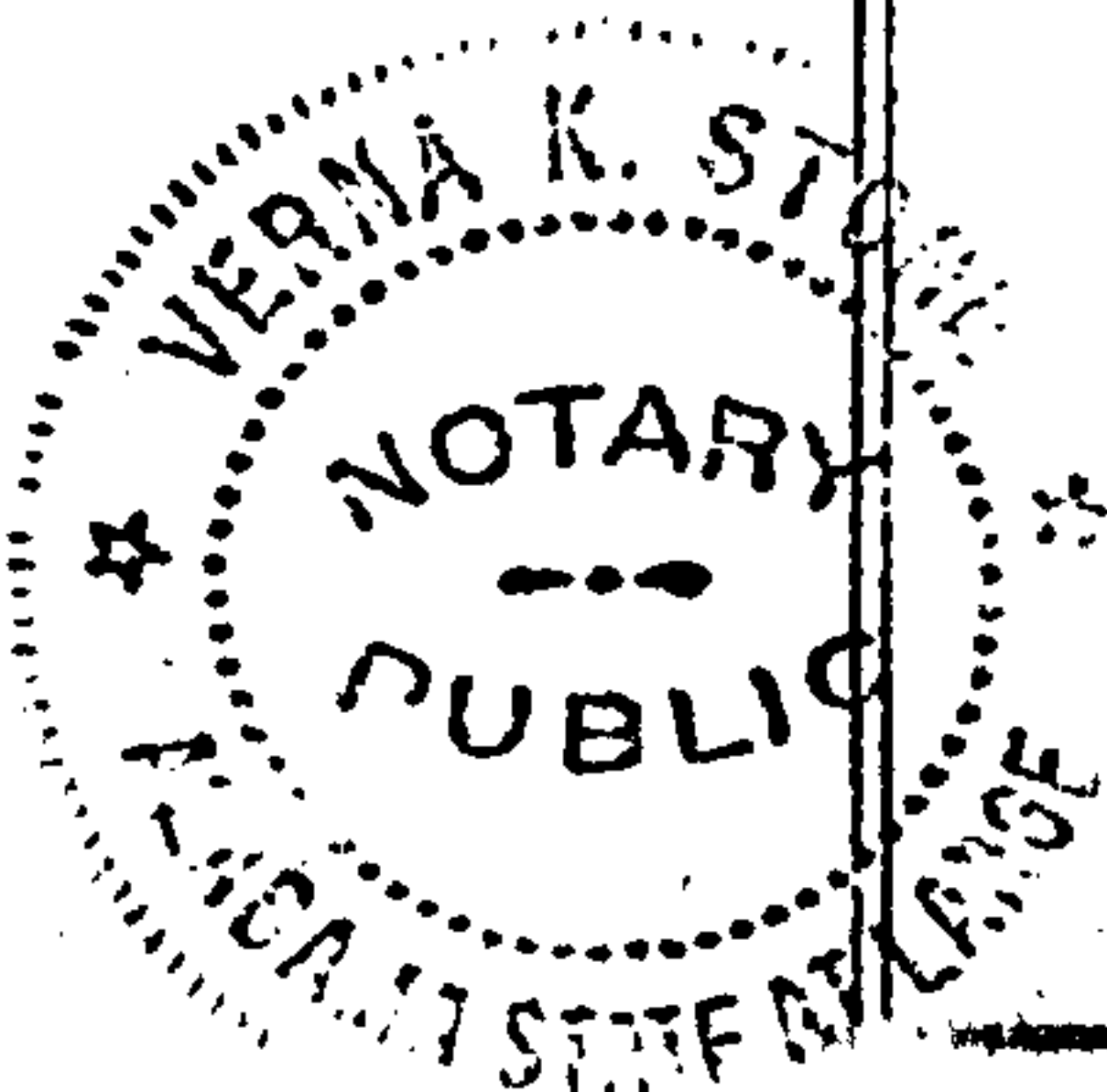
Ronald W. Gholson (SEAL)

Julia A. Gholson (SEAL)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ronald W. Gholson and wife, Julia A. Gholson, whose names are signed to the foregoing Perpetual Easement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Perpetual Easement, they executed the same voluntarily on the day the same bears date.



South  
South

20 foot easement  
along existing roadway

Lake

NW corner  
of whole property

Garage

Driveway

Branch

Fire Truck Rd

right-of-way

Bridge

North

- property line
- road
- right-of-way

Scale: 1/16" = 10'

North

1980 JUL 30 AM 9:24  
Dued 1.00  
Rec. 500  
End 1.00  
7.00

Exhibit "A"