

STATE OF ALABAMA

17

SHELBY COUNTY

WITNESS THIS AGREEMENT entered into this 15th day of July, 1981, by and between DIAMOND SHAMROCK CORPORATION, a corporation, hereinafter referred to as "DIAMOND" and HAROLD HALL and GEORGE BENTLEY, as TRUSTEES, hereinafter referred to as "TRUSTEES":

WHEREAS, Trustees are the owners of certain property located in Section 1 and Section 12, Township 22, Range 1 West, Shelby County, Alabama, which is currently not accessible by road, and;

WHEREAS, CCM, a partnership, Leonard Coggins and others have proposed to convey a thirty feet wide easement to Trustees as shown by document attached hereto as Exhibit "A" and made part and parcel hereof as fully as if set out herein, and;

WHEREAS, Diamond's ownership of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 12, Township 22, Range 1 East, is subject to a previously granted easement as described by deed recorded in Deed Book 324, page 568, in the Probate Records of Shelby County, Alabama, a copy of which said deed is attached hereto as Exhibit "B" and made part and parcel hereof as fully as if set out herein, and;

WHEREAS, Diamond does hereby wish to give to such Trustees, their heirs, successors and assigns forever, a nonexclusive easement over and along the easement described on the second page of said Exhibit "B" attached hereto and made part and parcel hereof as fully as if set out herein, and to consent to the granting of said easement by CCM, a partnership et al, shown on Exhibit "A" attached hereto and made part and parcel hereof as fully as if set, out herein:

NOW, THEREFORE, in consideration of the above premises, and in consideration of the mutual covenants and agreements contained herein, and for the further consideration of One and no/100 (\$1.00) Dollar in ha.d paid by Trustees to Diamond, the receipt and sufficiency of which is hereby acknowledged, the undersigned Diamond Shamrock Corporation, a corporation, does hereby grant, bargain, sell and convey unto said Trustees, their heirs, successors and assigns forever, a nonexclusive easement over and along said

BOOK 335 PAGE 190

BOOK 335 PAGE 191

easement described on Page 2 of Exhibit "B" attached hereto and does further consent to the granting of said easement to said Trustees by CCM, a partnership, et al, which is shown on Exhibit "A" attached hereto. This said easement herein granted is subject to the following terms and conditions:

1. Said Diamond shall also retain the right to use said easement and the use by said Trustees shall not be exclusive.

2. Diamond shall have no duty or obligation to maintain said road for the use and benefit of said Trustees, their heirs, successors and assigns forever except to the extent of any damage to said road which might occur as the result of the direct use thereof by Diamond.

ACCEPTED AND APPROVED:

ATTEST:

DIAMOND SHAMROCK CORPORATION, a corporation

~~Secretary~~ By [Signature]  
~~XXXXXXXXXXXX~~  
As Its Manager of Real Estate

[Signature]  
Witness

HAROLD HALL and GEORGE BENTLEY, as TRUSTEES

[Signature] [Signature]  
Witness Harold Hall  
[Signature] [Signature]  
Witness George Bentley

# EXHIBIT "A"

STATE OF ALABAMA )

SHELBY COUNTY )

## EASEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of July, 1981, by and between CCM, a partnership and Leonard Coggins, a partner and wife, Shirley Coggins, Dale Corley, a partner and wife, Rena B. Corley, J.B. Monzella, III, a partner and wife, Lynn Monzella, (hereinafter referred to as "Party of the First Part"), and George Bentley, Harold Hall trustees for Conrad M. Fowler, Diane Ellis, William Schroeder, David Downs, Dorothy Downs Schroeder, Wells W. Wallace, George Bentley and Harold Hall (hereinafter referred to as "Party of the Second Part").

## WITNESSETH:

That the Party of the First Part, for themselves, their heirs and assigns, grant and convey unto the Party of the Second Part, their heirs and assigns, an easement in, to, upon and over all that portion of a certain roadway to be situated on the following:

An easement for ingress and egress situated in Shelby County, Alabama described as follows:

Commence at a point where an easement has heretofore been granted over, through and across the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 22 South, Range 1 East, which said existing road enters said quarter-quarter section from the south at a point approximately 250 feet east of the west boundary of said quarter-quarter section and which said existing road intersects with another, or second, existing road running generally parallel to an existing fence line near the southern border of said quarter-quarter section and which said easement shall continue from the intersection of the first and second existing road and shall consist of a strip of land forty (40) feet wide, parallel to the southern boundary of said quarter-quarter section, except that in the event the northern border of said second existing road and its northern ditch is more than forty (40) feet from the section line, then the northern ditch of said second existing road and said easement shall extend to the western boundary of the SE  $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 22 South, Range 1 East, such easement being forty (40) feet wide and parallel to an existing road and with its center in the midpoint of said existing road, the point of beginning;

Book 333 Page 98d  
335 PAGE 192  
BOOK



thence travel a distance of thirty (30) feet in an easterly direction along the southern boundary of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 22 South, Range 1 East; thence turn left and travel in a northerly direction parallel to the western boundary of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  Section 12, Township 22 South, Range 1 East for a distance of approximately 1,244.466 feet (the same being fifty (50) feet from the NW corner of said quarter-quarter); thence turn to the right in an arc until such arc intersects the northern boundary line of said quarter-quarter a distance along said northern boundary line fifty (50) feet from the NW corner of said quarter-quarter and thence, in an easterly direction along the northern boundary of the said quarter-quarter to the western boundary of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  Section 12, Township 22 South, Range 1 East; thence continue parallel along said line to a point which is west of the boundary of Lay Lake being a distance of approximately Two Hundred (200) feet; thence turn left in a northerly direction in an arc to the northern boundary of the said quarter-quarter so that the said easement shall terminate at the common boundary of the Grantors' property and that of the Party of the Second Part. This easement being granted shall be for ingress and egress to the Party of the Second Part's property to the North of Grantors' property also located along Lay Lake. The said easement shall be thirty (30) feet wide except at its turns which shall be as aforesaid.

Said easement is given for the sole purpose of ingress and egress and utilities to serve property owned by Party of the Second Part and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the Party of the First Part, their heirs and assigns, or to others later granted a similar right.

The Party of the Second Part, his heirs or assigns, covenants with the Party of the First Part, his heirs and assigns, to construct a roadway if they so desire at their sole expense and at all times maintain and make necessary repairs, at their own expense, should the roadway require same for its proper upkeep and maintenance; except, that in the event that any party to this Agreement, their successors or assigns shall damage the roadway other than through normal use and normal wear and tear, then such party or his successors or assigns shall be liable to any of the parties hereto for reasonable repair to the said roadway.

To have and to hold the said right of way easement unto the Party of the Second Part, his heirs and assigns forever.

IN WITNESS WHEREOF, the parties hereto have duly  
executed this Agreement.

"PARTY OF THE FIRST PART"  
CCM, a partnership

Valerie S. Farnae  
WITNESS

By Leonard Coggins  
Leonard Coggins  
Its Partner

Valerie S. Farnae  
WITNESS

By Shirley Coggins  
Shirley Coggins

Valerie S. Farnae  
WITNESS

By Dale Corley  
Dale Corley  
Its Partner

Valerie S. Farnae  
WITNESS

By Rena B. Corley  
Rena B. Corley

Valerie S. Farnae  
WITNESS

By J.B. Monzella III  
J.B. Monzella III  
Its Partner

Valerie S. Farnae  
WITNESS

By Lynn Monzella  
Lynn Monzella

"PARTY OF THE SECOND PART"

Dorothy Cannady  
WITNESS

By George Bentley  
George Bentley, as Trustee

Dorothy Cannady  
WITNESS

By Harold Hall  
Harold Hall, as Trustee

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CCM, a partnership, and Leonard Coggins, a partner and wife, Shirley Coggins, Dale Corley, a partner and wife, Rena B. Corley, J. B. Monzella, III, a partner and wife, Lynn Monzella, whose names are signed to the foregoing Easement, and who are known to me acknowledged before me on this day, that being informed of the contents thereof they have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of July, 1981.

Robert D. Henderson  
NOTARY PUBLIC

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George Bentley, as Trustee and Harold Hall, as Trustee whose names are signed to the foregoing Easement, and who are known to me acknowledged before me on this day, that being informed of the contents thereof have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16<sup>th</sup> day of July, 1981.

Harold Cannady  
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS

1981 JUL 16 AM 9:12

Thomas A. Henderson  
JUDGE OF PROBATE

BOOK 335 PAGE 195