

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT

In consideration of \$10.00 and other good and valuable considerations paid by H.E. Wills (hereinafter called "Wills") to Ruby P. Levey (hereinafter called "Grantor"), the receipt and sufficiency of which the Grantor hereby acknowledge, the Grantor hereby grants to Wills a permanent easement over, across and under the hereinafter described real estate to provide pedestrian and vehicular ingress to, and egress from, the south half of the northeast quarter of Section 5 and the north half of Section 4, in T21S, R2W, and south half Sec. 33 T20S, R2W, Shelby County, Ala. (hereinafter called "Property") for Wills and his heirs, assigns, tenants, invitees and designees (hereinafter called "Easement"):

A proposed road right of way 60 feet wide, pedestrian and vehicular ingress to, and egress from, the South line approximately 841 feet from the Southwest corner of said Southwest quarter of Northeast quarter of Section 5, Township 21 South, Range 2 West. Shelby County, Alabama.

A 60 foot road right of way lying in the Southwest quarter of Northeast quarter of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama, center line being of said road right of way 30 feet from the south line of said quarter quarter section and running parallel with south line until it intersects with the west line of the Southeast quarter of Northeast quarter of Section 5, Township 21 South, Range 2 West.

A 60 foot road right of way across the Southwest quarter of Northeast quarter of Section 5, Township 21 South, Range 2 West, starting approximately 437 feet south of the north west corner and running northeasterly across said quarter quarter section until it intersects the south line of the northwest quarter of Northeast quarter of Section 5, Township 21 South, Range 2 West, approximately 412 feet from Southwest corner of said NW of NE quarter section, and continuing northeasterly across said Northwest of Northeast until it intersects with the west line of the Northeast quarter of northeast quarter of Section 5, Township 21 South, Range 2 West, approximately 562 feet south of the northeast corner of the northwest quarter of the northeast quarter of Section 5, Township 21 South, Range 2 West. Said road right of way will meander 30 feet from north edge of proposed lake water line across Southwest of northeast and Northwest of Northeast of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama. All measurements are measured according to the terrain on natural ground.

In addition to the other rights hereby granted to Wills, Wills shall have the right, but shall not be obligated, to:

- (a) construct a road upon all or any portion of the Easement;
- (b) grade and/or pave, from time to time, all or any portion of the Easement;
- (c) use, maintain and repair any such road, including the shoulders thereof;
- (d) install, or have installed, on, over and/or beneath the surface of the land across which the Easement is located, fixtures, equipment, appliances, poles, wire, pipelines and other lines and facilities which are necessary or desirable to provide sewer, gas,

H. E. Wills
2300 Eton Road
B'ham, AL 35216

electric, water, telephone and any other utility service to the Property;
(e) maintain, repair and replace all such utility fixtures, equipment, appliances, poles, wires, pipelines and other lines and facilities. Wills shall have the right, but not the obligation, to dedicate the road to Shelby County or to the appropriate municipality and if Wills wishes to dedicate the road to Shelby County or to such municipality, the Grantor agrees to cooperate with Wills with regard to such dedication and to do such things and to take such action as may be necessary to accomplish the dedication of the road.

Wills's failure, for any period or periods of time, to use the Easement or to construct a road upon the Easement or to use any road constructed upon the Easement, shall not terminate, limit or affect any of Wills's rights under this instrument.

The Grantor agrees that she shall not, and shall not have the right to, place or install any improvements, structures or any other property, real or personal, under, upon or above the Easement which may interfere with the rights of Wills under this instrument.

To have and hold the Easement and the rights referred to hereinbefore to Wills, his heirs and assigns, forever.

This instrument shall be binding upon, the Grantor and their heirs, personal representatives and assigns and this instrument shall inure to the benefit of Wills and his heirs, assigns, tenants, invitees and designees.

In witness whereof, Ruby P. Levey have executed this instrument on this 18 day of Nov. 1981.

Ruby P. Levey
Ruby P. Levey

1981 DEC -8 AM 8:47

STATE OF ALABAMA)
JEFFERSON COUNTY) JUDGE OF PROBATE

Deed TAX. \$0
Rec 3.00
Jud 1.00
4.50

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ruby P. Levey, whose name is signed to the foregoing conveyance, and who is 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 18 day of November 1981.

Henry Earl Lagas
Notary Public
Commission expires 10-20-85

NOTARY MUST AFFIX SEAL

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