

STATE OF ALABAMA)

SHELBY COUNTY)

461
EASEMENT

In consideration of one dollar (\$1.00) and other good and valuable considerations paid by Wayne R. Satterwhite and his wife, Martha S. Satterwhite, and Larry G. Satterwhite and his wife, Sara M. Satterwhite (hereinafter called "Satterwhite") to H. E. Wills and his wife, Marie M. Wills (hereinafter called "Grantors"), the receipt and sufficiency of which the Grantors hereby acknowledge, the Grantors hereby grant to Satterwhite a non-exclusive permanent easement over, across and under the hereinafter described real estate to provide pedestrian and vehicular ingress to, and egress from, the East half of the Northeast Quarter of Section 5 and the West half of the Northwest Quarter of Section 4, all in Township 21 South, Range 2 West, Shelby County, Alabama (hereinafter called "Property") for Satterwhite and their heirs assigns, tenants, invitees and designees (hereinafter called "Easement"):

A 60-foot wide right-of-way over the North 60 feet of the South half of the Northeast Quarter of the Southwest Quarter of Section 5, Township 21 South, Range 2 West lying East of an existing chert road. This right-of-way being the same right-of-way as described in that conveyance from Charles T. Olive and his wife, Catherine G. Olive, to H. E. Wills and his wife Marie M. Wills, recorded in Book 332 Page 108 in the Office of the Probate Judge of Shelby County, Alabama; and

A 60 foot wide right-of-way over the Northwest Quarter of the Southeast Quarter of Section 5, Township 21 South, Range 2 West, Shelby County, Alabama, being 30 feet on each side of the following described center line: commence at a point on the West line of said Quarter-Quarter Section 30 feet South of the Northwest corner of the South half of said Northwest Quarter of the Southeast Quarter of Section 5, Township 21 South, Range 2 West; thence run North 72° East for 50 feet; thence run North 58° 30' East for 200 feet; thence run North 49° East for 814 feet, more or less, to a point on the North line of said Northwest Quarter of the Southeast Quarter, the end of said center line. This right-of-way being the same right-of-way as described in that conveyance from F. Richard Fogle and his wife, Anna Carol Fogle, to H. E. Wills and his wife, Marie M. Wills, dated June 25, 1981 and recorded in Book 334 Page 115 in the Office of the Probate Judge of Shelby County, Alabama.

In addition to other rights hereby granted to Satterwhite, Satterwhite 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

Return to: Wayne R. Satterwhite
4212 Clairmont Ave.
Birmingham, Al. 35222

BOOK 357 PAGE 164

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, wires, pipelines and other lines and facilities which are necessary or desirable to provide sewer, gas, 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. Satterwhite shall have the right, but not the obligation, to dedicate the road to Shelby County or to the appropriate municipality and if Satterwhite wishes to dedicate the road to Shelby County or to such municipality, the Grantors agree to cooperate with Satterwhite 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.


Satterwhite'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 Satterwhite's rights under this instrument.

The Grantors agree that they 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 Satterwhite under this instrument.

To have and hold the Easement and the rights referred to hereinbefore to Satterwhite, their heirs and assigns, forever.

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

In witness whereof, H. E. Wills and Marie M. Wills have executed this instrument of this 10 day of July 1984.


H. E. Wills


Marie M. Wills

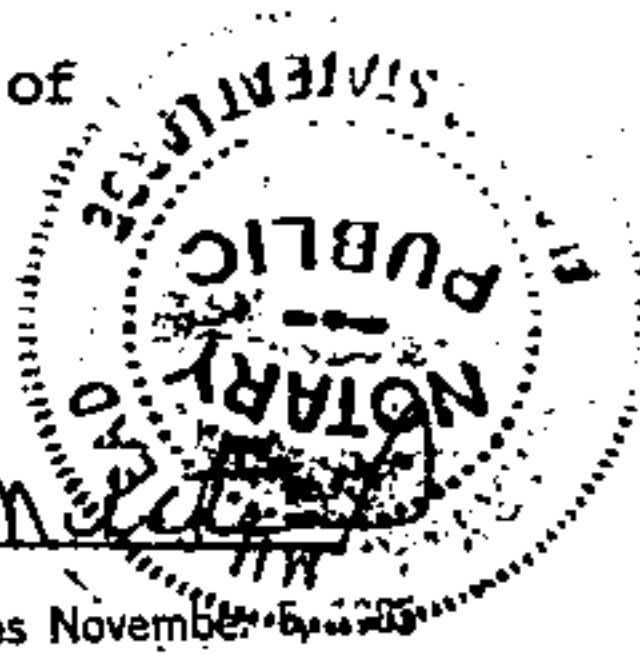
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Mary A. Milstead, a Notary Public in and for said County, in said State, hereby certify that H. E. Wills and his wife, Marie M. Wills, 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 the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 1984.

Mary A. Milstead
Notary Public
My Commission Expires November 5, 1985



BOOK 357 PAGE 166

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

1984 JUL 12 AM 11:12

Thomas A. Sullivan, Jr.
JUDGE OF PROBATE

Deed TAX	.50
Rec	7.50
Ind	1.00
	<u>9.00</u>