156 EASEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to the Industrial Development Board of the Town of Vincent, Alabama, and Dewberry Engraving Company of Alabama, Inc. (hereinafter "Grantors") by Mark E. Osborn (hereinafter "Grantee"), the said Grantors hereby acknowledge that Grantee herein by virtue of possession of lands conveyed to him by that certain deed recorded in Book 357 at Page 894 in the Probate Office of Shelby County, Alabama, has, and is hereby granted, the right of access to the right-of-way designated and commonly referred to as Dewberry Drive and the parcel of land of approximately eighteen feet in width which lies between and is contiguous to said lands which have been conveyed to Grantee and the paved portion of Dewberry Drive. Said property in which Grantee is granted an easement constitutes the right-of-way designated as Dewberry Drive and is further described by Exhibit "A" attached hereto and incorporated by reference herein. Grantors do further hereby bargain and sell, grant and convey unto said Grantee, his heirs and assigns, forever the right to build, pave and maintain driveways across and upon said eighteen foot strip parcel for the purpose of access to and from said paved portion (which is presently known as Dewberry Drive) and the said property which has been conveyed to Grantee.

Grantors, or either of them, their successors and assigns, reserve the right to pave and maintain all or portions of said strip for the joint use and benefit of Grantors, their successors and assigns, and Grantee and his successors and assigns. The easement granted herein is by the parties hereto to be treated as a public road, in which utilities may be laid at the instance of either party hereto or of duly constituted authorities, and which may by Grantors, their successors and assigns, be dedicated as a public road at such time as it or THOMPSON. GRIFFIS & BRUNSON, P.C.

ATTORNEYS AT LAW

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they may choose, which event shall supersede this grant. Nothing contained herein shall reduce or diminish the rights or obligations of any persons or entitities who have an interest of any kind whatsoever in the above described property who are not parties to this easement.

It is the intent of the parties that Grantee and his heirs and assigns, shall have the right of ingress and egress (to that property conveyed to Grantee by that certain deed recorded in Book 357 at Page 894 in the Probate Office of Shelby County, Alabama) over and upon the property described in Exhibit "A" attached hereto. It is the further intent of the parties that that portion of the property described on Exhibit "A" which is presently paved and designated as Dewberry Drive, while not a dedicated public road, shall be treated by the parties as if it were a dedicated road except that Grantors shall be responsible for paving and maintaining such presently improved paved driveway. It is the further intent of the parties that in the event the Grantors, their successors or assigns, pave and maintain any portion of the property described in the attached Exhibit "A", which is not presently paved, that such additional paved area shall be treated by the parties as a public road. Nothing contained herein shall be construed to give Grantor or their successors and assigns the right to terminate or otherwise impede the rights of Grantee to access to and from the property owned by Grantee, or his heirs and assigns.

IN WITNESS WHEREOF, the Grantors by their authorized officers or agents, have hereunto set their signatures and seals, this the __/_____, day of __________, 1984.

Attest:

Authority

Secretary

The state of

Chairman Chairman

DEWBERRY ENGRAVING COMPANY OF ALABAMA, INC.

ATTEST:

STATE OF ALABAMA

COUNTY OF SHELBY

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES W. DEWBERRY, whose name as President of Dewberry Engraving Company of Alabama, Inc., a corporation, 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, 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 287day of august , 1984.

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CALVIN L. SMITH, whose name as Chairman of the Industrial Development Board of the Town of Vincent, Alabama, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Industrial Development Board of the Town of Vincent, Alabama.

Given under my hand and official seal, this the / -- day of _______, 1984.

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

1984 NOV -5 AH 8: 36

JUDGE OF PROBATE

RECORDING FEES

Notary Publuc

Mortgage Tax

Deed Tax

Deed Tax

Mineral Tax

Recording Fee

Index Fee

//.50

TOTAL