

STATE OF ALABAMA )  
SHELBY COUNTY )

658  
GRANT OF EASEMENTS AND MAINTENANCE OBLIGATION

This Grant of Easements and Maintenance Obligation done this 7 day of JANUARY, 1985, by and between Robert Riley and Robert A. Enoch (herein collectively referred to as "Bob") and Ronald E. Epstein and Shihan Y. Oyama (herein collectively referred to as "Ron").

WHEREAS, Bob owns the following described property in Shelby County, Alabama, to-wit: The West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , the North  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  all in Section 22, Township 18 South, Range 1 West, Shelby County, Alabama (herein "Bob's property"); and

WHEREAS, Ron owns the following described property in Shelby County, Alabama, to-wit: The Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama (herein "Ron's property"); and

WHEREAS, for the purpose of this document, Bob's property and Ron's property shall be collectively referred to as the "Property"; and

WHEREAS, both Ron and Bob acknowledge the existence of agreements (the "agreements") with regard to road right-of-way as set out in Book 018, Page 775, et seq. and as amended in Book 044, Page 170, all in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Bob, simultaneously with the execution of this document is closing the sale of property with Walter D. Dickson pursuant to the agreements; and

WHEREAS, Ron has acquired mortgage releases to perform the portions of the agreements as they relate to Ron's property; and

WHEREAS, the parties hereto acknowledge and agree to make such payments for road construction, etc. as set out in the agreements; and

WHEREAS, the parties are desirous of granting the easements as called for in the agreements, constructing a roadway as contemplated by the agreements and establishing procedures for the maintenance of the roadway.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten Dollars (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby grant the following easements and establish the following procedures for road maintenance:

1. Bob hereby grants to the dominant estates hereinafter described a perpetual easement and right-of-way for ingress and egress over and across the subservient estate more particularly described in Exhibit "A" as Parcel II, which

James Burford

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is attached hereto and incorporated by reference herein. The dominant estates for the purposes of the grant in this paragraph one (1) are defined as all of Bob's property and all of Ron's property.

2. Ron hereby grants to Bob's property as the dominant estate a perpetual easement and right-of-way for ingress and egress across the subservient estate more particularly described on Exhibit "B" attached hereto and incorporated by reference herein.

3. The easements granted in paragraphs one (1) and two (2) above (the "roadway") are perpetual and are binding on Ron and Bob and Ron and Bob hereby bind themselves, their heirs, assigns, and legal representatives, to warrant and forever defend the above described easements and rights to the owners of the Property, their successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, however, these grants are made subject to mineral and mining rights which may or may not be owned by the parties hereto. This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

4. The easements, rights, and privileges granted hereunder shall terminate when, or at such time as, the roadway is dedicated to and accepted by Shelby County, Alabama as a public roadway. Any one or more of the owners of the Property may instigate the offering of the roadway to Shelby County, Alabama as a public roadway, however, such instigating owner(s) shall bear any cost and expense accruing to make such offer of dedication including, but not limited to, upgrading expense and legal expense.

5. Until such time as the roadway is dedicated to and accepted by Shelby County, Alabama as a public roadway, the roadway shall be maintained by, and the cost shared by, the then owners of the Property in proportion to their ownership as related to the total of the Property. Provided, however, that the total annual costs of maintenance expense shall not exceed \$300.00 per quarter quarter section which shall be shared on a pro rata basis. In the event that any owners who have constructed a residence on any portion of the Property determine that additional maintenance is necessary to maintain the road in its original condition, requiring expenses beyond the amount of the annual maintenance expense, then all such expense must be approved by the owners comprising 2/3 of the Property. No owner of any portion of the Property shall be required to pay an amount above the said pro rata share unless a residential structure has been constructed on the said owner's property. Until such time as the total acreage comprising the Property has been surveyed,

for the purposes of this document, it shall be assumed that each quarter quarter section comprising the Property contains exactly forty (40) acres.

Each owner of any quarter quarter section, or any part thereof, shall be required to bear the expenses of scraping the subject roadway as soon after the completion of construction of a residential structure on such owner's parcel as is practicable.

The obligation to maintain the roadway shall be a lien and charge against any parcel of any owner who fails to meet the terms of this paragraph five (5). However, if any one or more identifiable owners of the Property, their agents, invitees, licensees or household residents is/are the cause(s) of any damage to the roadway, such damage shall be repaired at such owner's sole expense.

6. The signatures of MARLETTA JAYNE POOLE GUILDING

, and \_\_\_\_\_

are subscribed hereto, being mortgagees of Bob's property and by their signatures hereto they acquiesce to the matters contained herein and subordinate such mortgages to this document.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

3 day of DECEMBER, 1985.

Robert R. Riley  
ROBERT RILEY

Robert A. Enoch  
ROBERT A. ENOCH

Ronald E. Epstein  
RONALD E. EPSTEIN

Shihai Y. Oyama  
SHIHAI Y. OYAMA

Martha Jayne Poole Guilding  
MORTGAGEE

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MORTGAGEE

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MORTGAGEE

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MORTGAGEE

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MORTGAGEE

STATE OF ALABAMA )  
Shufly COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Robert Niley, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of JAN  
1985.  
1986.

[Signature]  
NOTARY PUBLIC

STATE OF ALABAMA )  
Shufly COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Robert A. LWOCH, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of JAN  
1985.  
1986.

[Signature]  
NOTARY PUBLIC

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that WILLIAM E. LESTER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8 day of JAN  
1985.  
1986.

[Signature]  
NOTARY PUBLIC

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that MARTHA JAYNE POOLE YELLING, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 34 day of December  
1985.

[Signature]  
NOTARY PUBLIC  
My Commission Expires 2/5/88

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that SHILTON Y. OYAMA, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8 day of JAN  
1985.  
1986.

[Signature]  
NOTARY PUBLIC

PARCEL II:

A parcel of land situated in Sections 21 and 22, Township 18 South, Range 1 West, being more particularly described as follows:  
Commence at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 21, thence North 42 deg. 44 min. 15 Sec. East along the Northeasterly diagonal of the NE 1/4 of the SE 1/4 of said Section 214.01 feet to the point of beginning; thence South 51 deg. 15 min. 45 sec. East 66.07 feet to the beginning of a curve to the left, said curve having a central angle of 75 deg. 01 min. 00 sec., a radius of 339.43 feet, an arc length of 444.41 feet, and a chord of 413.34 feet as measured along a bearing of South 88 deg. 46 min. 14 sec. East, thence along said arc, 444.41 feet to the point of tangency; thence North 53 deg. 43 min. 17 Sec. East 313.69 feet to the beginning of a curve to the left, said curve having a central angle of 15 deg. 00 min. 00 sec., a radius of 1,843.48 feet, an arc length of 482.62 feet, and a chord of 481.24 feet as measured along a bearing of North 46 deg. 13 min. 17 sec. East; thence along said arc 482.62 feet to the point of

tangency; thence North 38 deg. 43 min. 18 sec. East 361.44 feet to the beginning of a curve to the right, said curve having a central angle of 34 deg. 29 min. 30 sec., a radius of 400.86 feet, an arc length of 241.31 feet and a chord of 237.69 feet as measured along a bearing of North 55 deg. 58 min. 03 sec. East; thence along said arc, 241.31 feet to the point of tangency; thence North 73 deg. 12 min. 48 sec. East, 110.00 feet to the beginning of a curve to the left, said curve having a central angle of 32 deg. 30 min. 00 sec., a radius of 364.51 feet, an arc length of 206.76 feet, and a chord of 204.00 feet as measured along a bearing of North 56 deg. 57 min. 48 sec. East, thence along said arc 206.76 feet to the point of tangency; thence North 40 deg. 42 min. 48 Sec. East, 120.00 feet to the beginning of a curve to the right, said curve having a central angle of 46 deg. 45 min. 00 sec. a radius of 270.77 feet, an arc length of 220.93 feet, and a chord of 214.86 feet as measured along a bearing of North 64 deg. 05 min. 18 Sec. East; thence along said arc 220.93 feet to the point of tangency; thence North 87 deg. 27 min. 48 sec. East 427.50 feet to the beginning of a curve to the left, said curve having a central angle of 12 deg. 16 min. 20 sec. , a radius of 509.54 feet, an arc length of 109.14 feet, and a chord of 108.93 feet as measured along a bearing of North 81 deg. 19 min. 38 sec. East; thence along said arc, 109.14 feet to the point of tangency; thence North 75 deg. 11 min. 29 Sec. East, 136.33 feet to the beginning of a curve to the right, said curve having a central angle of 12 deg. 15 min. 00 sec., a radius of 855.28 feet, an arc length of 182.86 feet and a chord of 182.51 feet as measured along a bearing of North 81 deg. 18 min. 59 sec. East; thence along said arc 182.86 feet to the point of tangency and the intersection of the North line of the SW 1/4 of Section 22; thence South 87 deg. 26 min. 28 sec. West, and along said quarter line 422.98 feet to the Northwest corner of the NE 1/4 of the SW 1/4 of said Section 22; thence South 87 deg. 27 min. 48 Sec. West and along said quarter line 427.50 feet to the beginning of a curve to the left, said curve having a central angle of 46 deg. 45 min. 00 sec. a radius of 330.77 feet, an arc length of 269.89 feet, and a chord of 262.47 feet as measured along a bearing of South 64 deg. 05 min. 18 Sec. West; thence along said arc, 269.89 feet to the point of tangency; thence South 40 deg. 42 min. 48 Sec. West 120.00 feet to the beginning of a curve to the right, said curve having a central angle of 32 deg. 30 min. 00 sec. a radius of 304.51 feet, an arc length of 172.73 feet an a chord of 170.42 feet as measured along a bearing of South 64 deg. 05 min. 18 sec. West; thence along said arc, 172.73 feet

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# EXHIBIT 'A' PARCEL II

to the point of tangency; thence South 73 deg. 12 min. 48 Sec. West, 110.00 feet to the beginning of a curve to the left; said curve having a central angle of 34 deg. 29 min. 30 sec, a radius of 460.86 feet, an arc length of 277.43 feet, and a chord of 273.26 feet as measured along a bearing of South 55 deg. 58 min. 03 sec. West; thence along said arc 277.43 feet to the point of tangency; thence South 38 deg. 43 min. 18 Sec. West, 361.44 feet to the beginning of a curve to the right said curve having a central angle of 15 deg. 00 min. 00 sec., a radius of 1,783.48 feet, an arc length of 466.92 feet, and a chord of 465.58 feet as measured along a bearing of South 46 deg. 13 min. 17 sec. West; thence along said arc, 466.92 feet to the point of tangency; thence South 53 deg. 43 min. 17 Sec. West, 313.69 feet to the beginning of a curve to the right, said curve having a central angle of 75 deg. 01 min 00 sec., a radius of 279.43 feet, an arc length of 365.85 feet, and a chord of 340.27 feet as measured along a bearing of North 88 deg. 46 min. 14 sec. West; thence along said arc, 365.85 feet to the point of tangency; thence North 51 deg. 15 min. 45 Sec. West, 61.88 feet to a point on the Northeast diagonal of the NE 1/4 of the SE 1/4 of Section 21; thence South 42 deg. 44 min. 15 Sec. West along said diagonal, 60.15 feet to the point of beginning.

All being situated in Shelby County, Alabama.

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## EXHIBIT 'B'

Begin at the SW corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, proceed Northerly along the West line of said  $\frac{1}{4}$   $\frac{1}{4}$  section 60 feet, thence turn right and proceed Eastwardly along a line parallel to the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  section to a point on the East line of said  $\frac{1}{4}$   $\frac{1}{4}$  section which is 60 feet North of the SE corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section, thence Southerly to the SE corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section, thence Westerly to the point of beginning.

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## RECORDING FEES

Recording Fee	\$ 17.50
Index Fee	1.00
TOTAL	\$ 18.50

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

1986 JAN 10 PM 1:28

*Thomas A. Snowden*  
JUDGE OF PROBATE