

STATE OF ALABAMA)

SHELBY COUNTY)

672
GRANT OF EASEMENTS AND
MAINTENANCE OBLIGATION

This GRANT OF EASEMENT AND MAINTENANCE OBLIGATION is entered into this 9th day of January, 1986, by and between Philip C. Brabner and Tracy Land Brabner (herein referred to as "BRABNER"), Gary G. Crumpton and Cheri H. Crumpton (herein referred to collectively as "CRUMPTON"), and Robert Riley and Robert A. Enoch (herein referred to collectively as "RILEY AND ENOCH").

WHEREAS, BRABNER owns the following described property in Shelby County, Alabama, to wit:

SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian (herein referred to as "BRABNER PROPERTY"); and

WHEREAS, CRUMPTON owns the following described property in Shelby County, Alabama, to wit:

NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian (herein referred to as "CRUMPTON PROPERTY"); and

WHEREAS, RILEY AND ENOCH owns the following described Shelby property County, Alabama, to wit:

NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian (herein referred to as "RILEY AND ENOCH PROPERTY"); and

WHEREAS, all of the above said property is currently land-locked and the parties hereto have entered into a separate agreement to gain access to the said property; and

WHEREAS, the parties hereto wish to grant such easements as are necessary to provide access to the property of each of the parties, and more particularly to the CRUMPTON PROPERTY and RILEY AND ENOCH PROPERTY; and

WHEREAS, the parties have entered into a separate agreement for the construction of a road across the aforesaid easement, and for establishing procedures for maintenance of the said roadway.

James Burford

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NOW, THEREFORE, in consideration of the above premises, the mutual covenants contained herein and Ten Dollars and 00/100 (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto grant the following easements and establish the following procedures for road maintenance:

1. BRABNER hereby grants to himself and to CRUMPTON and RILEY AND ENOCH, a perpetual easement and right-of-way for ingress and egress over and across the portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian, and the portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 18 South, Range 1 West, Huntsville-Meridian, which is more particularly described in Exhibit "A" and attached hereto and made a part hereof, as if fully set forth herein.

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2. BRABNER hereby grants to himself and to CRUMPTON and RILEY AND ENOCH, a perpetual easement and right-of-way for ingress and egress over and across the portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian, and the portion of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 18 South, Range 1 West, Huntsville-Meridian, which is more particularly described in Exhibit "B" and attached hereto and made a part hereof, as if fully set forth herein.

3. CRUMPTON hereby grants to himself and to BRABNER and RILEY AND ENOCH, a perpetual easement and right-of-way for ingress and egress over and across the portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ all in Section 22, Township 18 South, Range 1 West, Huntsville-Meridian, which is particularly described in Exhibit "C" and attached hereto and made a part hereof, as if fully set forth herein.

4. The easements granted in paragraphs 1, 2, and 3 above (hereinafter referred to as the "ROADWAY") are perpetual and binding on BRABNER, CRUMPTON and RILEY AND ENOCH, and BRABNER, CRUMPTON and RILEY AND ENOCH do 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 aforesaid property, their successors and assigns against every person, whosoever lawfully claiming or shall claim the same of 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 enure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

5. 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. One or more of the owners of the subject property may investigate the offering of the ROADWAY to Shelby County, Alabama, as a public roadway; however, such investigating owner(s) shall bear any costs and expense accruing to make such offer of dedication.

6. Until such time as the ROADWAY is dedicated to and accepted by Shelby County, Alabama, as a public roadway, the ROADWAY shall be maintained and the cost shared by the then existing owners of the BRABNER, CRUMPTON and RILEY AND ENOCH properties in proportion to their ownership as related to the total of the property, which equal forty (40) acres, more or less.

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 two-thirds (2/3) of the property. No owner of any portion of the property shall be required to pay an amount above said pro rata share unless a residential structure has been constructed on the said owner's property.

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The obligation to maintain the ROADWAY shall be a lien and the charge against any parcel of any owner who fails to meet the terms of this paragraph. However, if any one or more identifiable owners of any of the subject property is/are cause(s) any damage to the ROADWAY, such damage shall be repaired at the expense of such owner(s).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9 day of January, 1986.

Philip C. Brabner
Philip C. Brabner
Tracy Land Brabner
Tracy Land Brabner

STATE OF ALABAMA)

JEFFERSON COUNTY)

Subscribed and sworn to and acknowledged before me by Philip C. Brabner and Tracy Land Brabner, on this the 9 day of January, 1986.

[Signature]
Notary Public

Gary G. Crumpton
Gary G. Crumpton

Cheri H. Crumpton
Cheri H. Crumpton

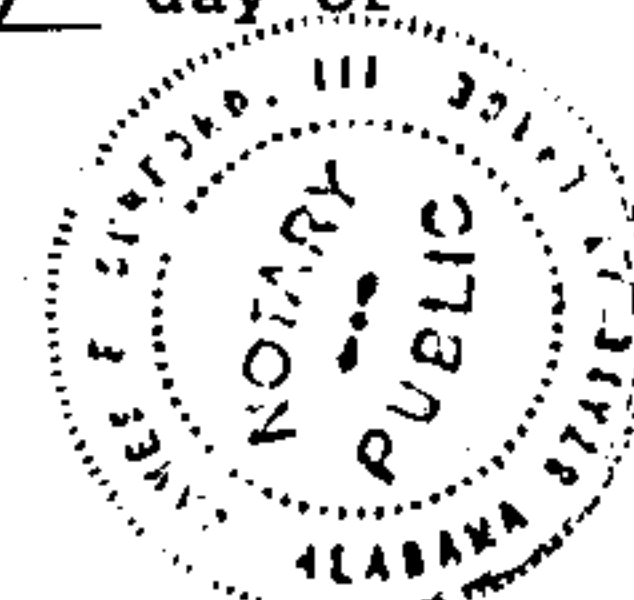


STATE OF ALABAMA)

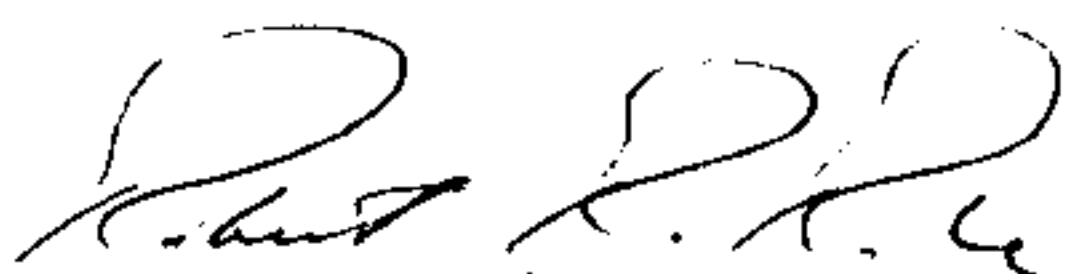
JEFFERSON COUNTY)

Subscribed and sworn to and acknowledged before me by Gary G. Crumpton and Cheri H. Crumpton, on this the 9 day of January, 1986.

[Signature]
Notary Public



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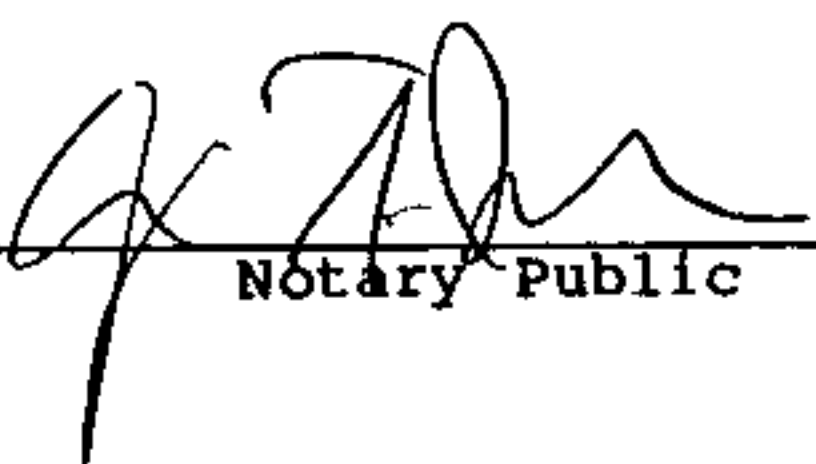

Robert Riley


Robert A. Enoch

STATE OF ALABAMA)

JEFFERSON COUNTY)

Subscribed and sworn to and acknowledged before me by
Robert Riley and Robert A. Enoch, on this the 9 day of January,
1986.


Notary Public



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Exhibit "A" to Grant of Easement
and Maintenance Obligation

STATE OF ALABAMA
SHELBY COUNTY

An easement, 30 feet in width, all being located in the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 22, Township 18 South, Range 1 West, Huntsville Meridian, and being more particularly described as follows:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 22; thence North 87°29'55" East, along the South line of said quarter-quarter-quarter section, 660.86 feet to the Southeast Corner of said quarter-quarter-quarter; thence North 01°55'52" West along the East line of said quarter-quarter-quarter 30.00 feet to a point; thence South 87°29'55" West, parallel to the South line of said quarter-quarter-quarter, 660.83 feet to the intersection of the West line of said quarter-quarter-quarter; thence South 01°52'13" East along the West line of said quarter-quarter-quarter, 30.00 feet to the POINT OF BEGINNING.

Said easement containing 0.46 acres, more or less.

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Exhibit "B" to Grant of Easement
and Maintenance Obligation

STATE OF ALABAMA
SHELBY COUNTY

An easement, 30 feet in width, all being located in the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 22, Township 18 South, Range 1 West, Huntsville Meridian, and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 22; thence North 7°29'55" East, along the South line of said quarter-quarter-quarter section 30.00 feet; thence North 01°55'52" West, parallel to the West line of said quarter-quarter-quarter, 666.50 feet to the intersection of the North line of said quarter-quarter-quarter; thence South 87°31'00" West along the North line of said quarter-quarter-quarter 30.00 feet to the Northwest Corner of said quarter-quarter-quarter; thence South 01°55'52" East along the West line of said quarter-quarter-quarter, 666.51 feet to the POINT OF BEGINNING.

Said easement containing 0.46 acres, more or less.

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Exhibit "C" to Grant of Easement
and Maintenance Obligation

STATE OF ALABAMA
SHELBY COUNTY

An easement, 30 feet in width, all being located in the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 22, Township 18 South, Range 1 West, Huntsville Meridian, and being more particularly described as follows:

Commence at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of Section 22; thence North 87°31'00" East, along the South line of said quarter-quarter-quarter section 30.00 feet; thence North 1°55'52" West, parallel to the West line of said quarter-quarter-quarter section, 60.00 feet to a point; thence South 87°31'00" West, parallel to the South line of said quarter-quarter-quarter section 30.00 feet to the intersection of the West line of said quarter-quarter-quarter section; thence South 1°55'52" East, along said East line, 60.00 feet to the POINT OF BEGINNING.

Said easement containing 0.04 acres, more or less.

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

1986 JAN 10 PM 1:54

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 20.00
Index Fee	1.00
TOTAL	\$ 21.00