

EASEMENT FOR INGRESS AND EGRESS  
AND PUBLIC UTILITIES

Whereas, Jesse E. Miller, Jr., Charitable Unitrust, is the owner of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 22, Township 18 South, Range 1 East in Shelby County, Alabama, and;

Whereas, Anderson J. Locklin is the owner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 18 South, Range 1 East in Shelby County, Alabama, and;

Whereas, Hilda K. Booth is the owner of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 18 South, Range 1 East in Shelby County, Alabama, and;

Whereas, Bryan M. Hassler and Carroll Gardner, Jr. are the owners of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 18 South, Range 1 East in Shelby County, Alabama, and;

Whereas, Robert Mickey Grills is the owner of property in the Northwest 1/4 of Section 27, Township 18 South, Range 1 East in Shelby County, Alabama, and;

Whereas, all the above owners are desirous of establishing an easement for ingress and egress and utilities to serve their respective property and revoke any previous easement agreements between the parties;

Now, therefore in consideration of the premises and mutual benefits to the parties, the undersigned hereby establish an easement for the sole purpose of ingress and egress and utilities to serve property owned by the undersigned parties. Said easement to be over, across and under the property described in Exhibit "A" hereto attached, and to be 60 feet in width in part, and 30 feet in width in part, with the intent to be a continuous right of way for ingress and egress and public utilities.

The undersigned further agree that the easements created herein are covenants running with the land of the respective parties hereto, and that said easements are to be held by the parties hereto, their heirs, successors and assigns forever.

It is further understood and agreed that the roadway over said easement shall be established through sub-grade at the sole expense of Robert Mickey Grills in consideration of his being granted all timber within said easement. Said roadway to be established within 360 days of this date. In the event the roadway is not constructed within 360 days the undersigned parties have the right to construct the road at their own expense and recover cost of said construction from Robert Mickey Grills. All parties hereto agree that necessary repairs, upkeep and maintenance of said roadway after its initial establishment shall be at the joint expense of all abutting owners to said roadway as they from time to time mutually agree.

In Witness Whereof, the parties hereto have duly executed this Agreement.

M. E. Miller  
Jesse E. Miller, Jr., Charitable Unitrust

Anderson J. Locklin  
Anderson J. Locklin

Hilda K. Booth

Bryan M. Hassler  
Bryan M. Hassler

Hilda K. Booth  
Robert Mickey Grills

Carroll Gardner, Jr.  
Carroll Gardner, Jr.

Inst # 1992-10391

06/05/1992-10391  
11:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 15.00

Wm. H. H. H.

State of Alabama  
Jefferson County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jesse E. Miller, Jr., 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 \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of June, 1992.

My commission expires:  
3-28-96

Sybol Reid  
Notary Public

State of Alabama  
Jefferson County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anderson J. Locklin, 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 \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1992.

My commission expires:  
3.28-96

Sybol Reid  
Notary Public

State of ~~Alabama~~ Virginia  
~~Jefferson County~~  
City of Chesapeake

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Hilda K. Booth, 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 \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of May, 1992.

My commission expires:

E. J. Cooper  
Notary Public

State of Alabama  
Jefferson County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryan M. Hassler, 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of April, 1992.

My commission expires: 3-17-93

James B. Caffie  
Notary Public

State of Alabama  
Jefferson County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Mickey Grills, 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 \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of June, 1992.

My commission expires:  
3-28-96

Sybol Reid  
Notary Public

State of Alabama  
Jefferson County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carroll Gardner, Jr., 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 he executed the same voluntarily on the day the same bears date.

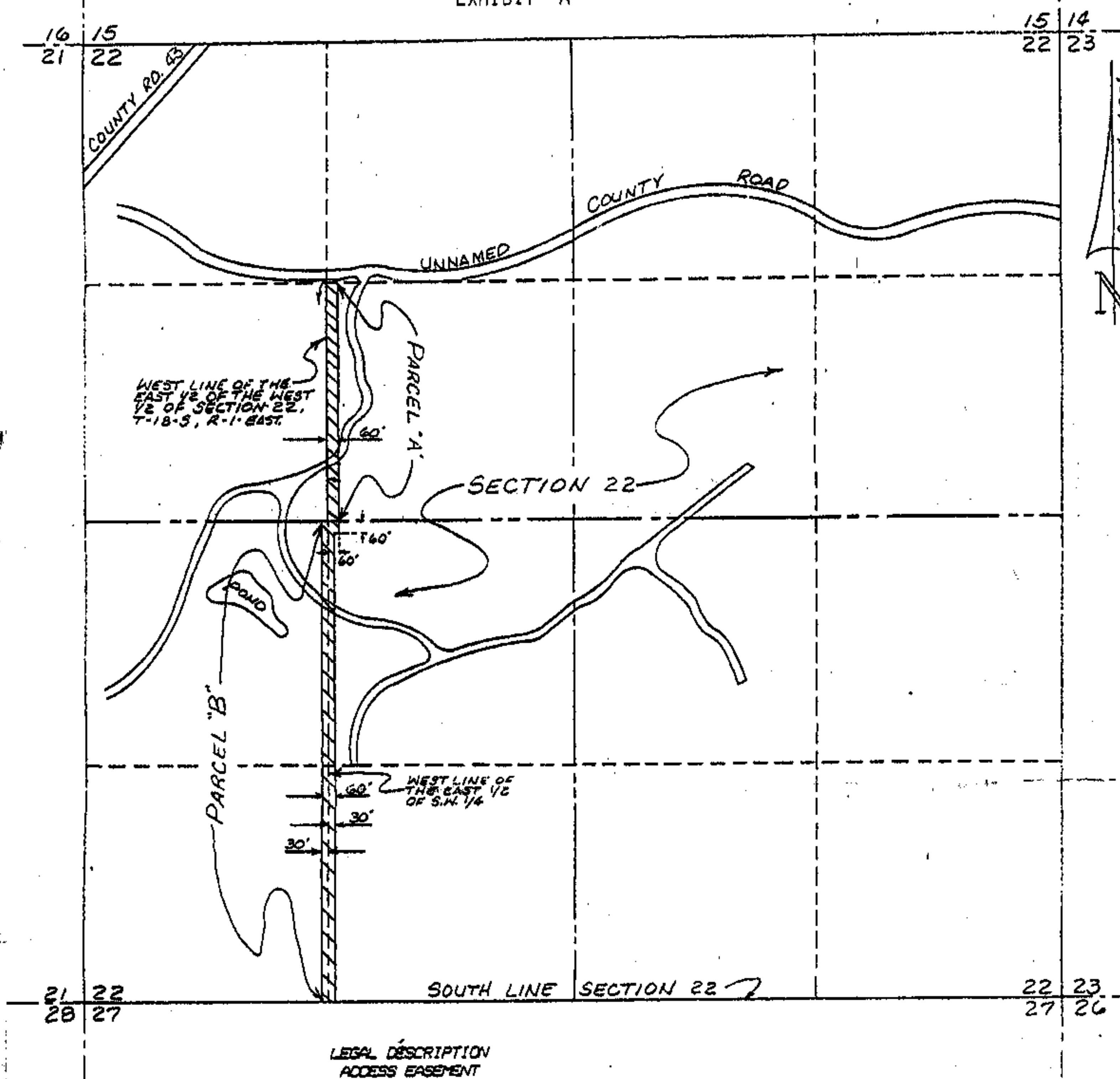
Given under my hand and official seal this 23rd day of April, 1992.

My commission expires:

Sandra Odum  
Notary Public

MY COMMISSION EXPIRES JANUARY 31, 1993

# EXHIBIT "A"



A strip of land, situated in the West half of Section 22, Township 18 South, Range 1 East, Shelby County Alabama and being more particularly described as follows;

## PARCEL "A"

A strip of land, being 60 feet in width, lying East of, and adjacent to, the West line of the East half of the Northwest quarter of said Section 22. Beginning at the South line of said Northwest quarter and extending North to the Southerly Right Of Way of an unnamed County Road.

## PARCEL "B"

A strip of land, lying 30 feet on the West side and 60 feet on the East side of the West line of the East half of the Southwest quarter of said Section 22 for the following described course; Beginning where said West line of East half of Southwest quarter intersects the North line of said Southwest quarter, run South along said West line for a distance of 60 feet to a point. The remainder of said strip of land lying 30 feet on either side of said West line of East half of Southwest quarter of Section 22 for the following described course; Beginning at the last described point and continue South along said West line of East half of Section 22 to the South line of said Southwest quarter of Section 22.

Said strip being contiguous in a manner to above described PARCEL "A".

Easement as shown on attached sketch.  
Sketch and Easement description are based on a Shelby County tax map. The Easement has not actually been field surveyed.

## PREPARED BY:

McCULLERS-CAPPS & ASSOCIATES, INC.  
85 BAGBY DRIVE SUITE 108  
BIRMINGHAM, ALABAMA 35209  
TELEPHONE (205) 941-1519

DATE: 1-23-92  
JOB #: 90-012  
REV: 2: 4-22-92

Inst # 1992-10391

06/05/1992-10391

11:59 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

15.00

004 MCD