

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT

It is hereby agreed that Carl B. Nichols and wife, Mary Nichols, George W. Shaw and wife Shirley Shaw, hereinafter called Grantors, for the sum of One Dollar (\$1.00) and other valuable consideration to be paid by Jack F. Shaw and wife, Allison A. Shaw, hereinafter called Grantees, do grant, sell, and convey unto Grantees, their successors and assigns, an easement and right-of-way upon and across the South 20 feet of the following described property of the Grantors:

The W 1/2 of SW 1/4 of SW 1/4 and the N 1/2 of SE 1/4 of SW 1/4 of SW 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama.

The twenty foot (20 foot) wide easement described as follows:
Commence at the Southeast corner of the northeast 1/4 of the Southwest 1/4 of Section 12, Township 20 South, Range 2 West, Shelby County, Alabama and run thence Westerly along the South line of said 1/4 1/4 Section a distance of 182.55 feet to a point on the Westerly right of way line of a paved Shelby County public road and the point of beginning of the easement being described; thence continue along last described course a distance of 1,159.53 feet to a point twenty feet (20 feet) west of the southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 12 and on the South line of the Northwest 1/4 of the Southwest 1/4 of same of said Section 12; thence turn a deflection angle of 90 deg. 00 min. 00 sec. right and run Northerly a distance of 20.0 feet to a point; thence turn a deflection angle of 90 deg. 00 min. 00 sec. right and run Easterly parallel with the said South line of said Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of said Section 12 a distance of 1,140.54 feet to a point on the same said Westerly right of way line of same said Shelby County public road; thence turn a deflection/angle a distance of 46 deg. 28 min. 31 sec. right and run Southeasterly along said right of way line of said public road a distance of 27.58 feet to the point of beginning; being situated Shelby County, Alabama.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing pedestrian and vehicular ingress and egress, and for the purposes of the installation and maintenance of utilities of every kind; including but not limited to, water, gas, sanitary sewer, and electricity, between the paved highway lying South of Grantors' property described above and the property of Grantees which adjoins the property of Grantors to the North.

The easement, rights and privileges herein granted shall be perpetual. The Grantors hereby bind themselves, their heirs and legal representatives, to warrant and forever defend the above described easement and rights to Grantees, their successors, and

Richard K. Mark

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assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument shall be binding on, and shall inure to the benefit, the heirs, executors, administrators, successors, and assigns of the parties hereto.

Grantors also retain, reserve, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by the Grantees, their successors and assigns, of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road or alley. If the Grantors, or any of the Grantors' successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantees, and their successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without however, extinguishing the easement rights herein granted.

IN WITNESS WHEREOF, this instrument is executed this 24th day of August, 1992.

Mary Nichols
Mary Nichols, Grantor

Carl B. Nichols
Carl B. Nichols, Grantor

STATE OF ALABAMA

GENERAL ACKNOWLEDGMENT

SHELBY COUNTY

I, Elizabeth Shaw a Notary Public in and for said County, in said State, hereby certify that Carl B. Nichols as debtor-in-possession, and wife Mary Ann Nichols whose names were 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 24th day of August, 1992.

June 10, 1996
My Commission Expires:

Elizabeth Shaw
Notary Public

George W Shaw
George W Shaw, Grantor

Shirley Shaw
Shirley Shaw, Grantor

STATE OF ALABAMA)

GENERAL ACKNOWLEDGMENT

COUNTY OF SHELBY)

I, Elizabeth Shaw a Notary Public in and for said County, in said State, hereby certify that George W and Shirley Shaw whose names were 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 24th day of August, 1992.

June 10, 1996
My Commission Expires:

Elizabeth Shaw
Notary Public

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