

This Instrument
Prepared By, and After
Recording Return to:

Tommy E. Hill
Tommy E. Hill Professional Association
Suite 130
10 Inverness Parkway
Birmingham, AL 35242

Inst # 1992-24697

10/27/1992-24697
08:34 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB WCD 24.50

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT

THIS AGREEMENT entered into the 21st day of October, 1992, by and between Robert Asa and wife Jamie Mosely Thacker, individual residents of the State of Alabama (herein collectively referred to as Grantors) and Edward L. Osborn and wife, Mildred Osborn, individual residents of the State of Alabama (herein collectively referred to as Grantees).

RECITALS

WHEREAS, Grantors are the fee simple owners of the real property described on Exhibit A attached hereto and Grantees are the fee simple owners of the real property described on Exhibit B attached hereto and;

WHEREAS, Grantors are desirous of granting to Grantees and any future owner of any part, parcel or portion on Exhibit B, a twenty foot (20') easement upon the property described on Exhibit A as hereinafter set out and;

WHEREAS, the parties hereto are desirous that said easement be a covenant running with the land and will inure to all present and future fee simple owners of any part, parcel or portion of the real property described on Exhibit B as for the term herein defined.

WITNESS

Now, therefore, in consideration of the premises and mutual covenants herein stated and for the sum of ten dollars (\$10.00) and other good and valuable consideration in hand paid by Grantees to Grantors the receipt and sufficiency thereof which are hereby acknowledged, the following grants, easements, and agreements are made.

Land Title

I. OWNERSHIP

- A. Grantors hereby covenant with Grantees and any future fee simple owners of any part, parcel or portion of the real property described on Exhibit B, that Grantors are lawfully seized of the fee simple ownership of the real property described on Exhibit A.**

II. GRANT OF EASEMENT

- A. Grantors hereby grant to Grantees, or any successor owner of any part, parcel or portion of the real property described on Exhibit B, an exclusive easement (i) for pedestrian and vehicular ingress and egress over and across said premises and (ii) for the installation, maintenance, repair and replacement of utilities across and under the access easement premises provided (a) all transmission distribution and other lines and pipes shall be placed under ground and any and all pavement, asphalt, concrete or otherwise to be repaired in the condition prior to the installation of said utilities. Together with all rights and privileges necessary or convenient for the full enjoyment or use of the rights herein granted including but not limited to the free right of ingress and egress over said real estate together with the right from time to time in connection with the enjoyment of the privileges granted to cut and clear all trees, brush, undergrowth, trash or other obstruction whether located upon or near the easement to the extent necessary to permit the full enjoyment of rights and privileges herein granted.**
- B. The easement herein granted shall be used for pedestrian, vehicular, and utility access to the property described on Exhibit B, and passage over and across the access easement and such use shall be in common with Grantees's guests, invitees, and licensees.**

III. RUNNING OF BENEFITS AND BURDENS

- A. The easements granted and agreement made and restriction declared hereunder shall be a covenant running with the land and be binding upon, and inure to the benefit of, Grantees and respective successors and assigns and any other fee simple owner of any part, parcel or portion of the real property described on Exhibit B.**

IV. DEDICATION

- A. Upon acceptance of dedication of any portion of the easement premises by the applicable governmental authority, all rights, duties, and obligations of the parties hereto under this agreement with respect to such portions dedicated will automatically and fully terminate except with respect to liability which arose with respect to matters occurring prior to the date of such dedication acceptance.**

V. RESERVATIONS

- A. Grantors reserve the absolute right to use the real estate subject to this easement for any purpose not inconsistent or in conflict with the rights and privileges herein granted to Grantees or the successor owner of any part, parcel, or portion of the subject real property described on Exhibit B.

VI. PROHIBITION

- A. Grantees, their successors, assigns or any subsequent owner of any part, parcel, or portion of the real property described on Exhibit B, shall not build or maintain or permit to be built or maintain any structure on the easement premises or to place any signs, fences, gates or any similar structures which would interfere with Grantors's use of the easement premises.

VII. MAINTENANCE

- A. Grantors shall maintain and keep in good repair the easement premises described on Exhibit A and shall keep such easement free and clear of obstruction of any nature, and shall provide adequate drainage therefore.

VIII. TERM

- A. This agreement shall continue for a term of 999 years or for the maximum allowable period of time under Alabama or any other applicable governmental law, whichever time period is less.

IX. MISCELLANEOUS

- A. The failure of either Grantors or Grantees, or any successors, to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition, or covenant at a later time.
- B. Any notice approved of or other which may be required or permitted to be given shall be in writing and shall be deemed to have been given and delivered as of the date when the notice is personally delivered or as of the date the notice is deposited in the United States Post Office and mailed by registered or certified United States Mail, return receipt requested to the party at the address set out below or at the address shown in the Shelby County Courthouse as the address of the respective owners of any part, parcel, or portion of the subject property described on Exhibit A or Exhibit B .

To Grantors: Robert Asa and Jamie Mosely Thacker
460 Crosscut Road
Saginaw, Alabama

To Grantees: Edward L. Osborn
10 Inverness Parkway Suite 130
Birmingham, Alabama 35242

- C. If any term, covenant or condition of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision or the application of such term covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this easement agreement shall be valid and be enforced to the fullest extent permitted by law.
- D. It is specifically agreed that time is of the essence of this Easement Agreement and all of its provisions.
- E. This contract shall be interpreted in accordance with the law of the State of Alabama.
- F. The headings of articles, sections, paragraphs and subparagraphs in this Easement Agreement are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof.
- G. As used in this Easement Agreement, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

IN WITNESS WHEREOF, the undersigned have caused this easement agreement to be duly executed under seal on the date set out by their name.

GRANTORS:

Robert Asa Thacker 10/26/92 Jamie Mosely Thacker 10/26/92
Robert Asa Thacker Date Jamie Mosely Thacker Date

GRANTEES:

Edward L. Osborn 10/26/92 Mildred Osborn 10/26/92
Edward L. Osborn Date Mildred Osborn Date

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Asa Thacker and wife, Jamie Mosely Thacker whose names or signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing easement agreement, they executed the same voluntarily on the day set out by their names.

Given under my hand and official seal this 26th day of October, 1992.

Wm H. Kight
Notary Public

My Commission Expires: 7-93

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Edward L. Osborn and wife, Mildred Osborn whose names or signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this date that, being informed of the contents of the above and foregoing easement agreement, they executed the same voluntarily on the day set out by their names.

Given under my hand and official seal this 26th day of October, 1992.

Wm H. Kight
Notary Public

My Commission Expires: 7-93

EXHIBIT A

LEGAL FOR 20.0' WIDE EASEMENT

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 2 WEST; THENCE RUN S 89 DEG 27'09"E FOR A DISTANCE OF 2072.45' TO THE POINT OF BEGINNING OF A 20.0' WIDE EASEMENT LYING WEST OF THE FOLLOWING DESCRIBED LINE; THENCE RUN S 03 DEG 40'13"W FOR A DISTANCE OF 178.25; THENCE RUN S 14 DEG 08'10"E FOR A DISTANCE OF 98.84'; THENCE RUN S 20 DEG 10'01"E FOR A DISTANCE OF 92.39'; THENCE RUN S 18 DEG 13'15"E FOR A DISTANCE OF 109.30'; THENCE RUN S 16 DEG 53'31"E FOR A DISTANCE OF 94.18'; THENCE RUN S 11 DEG 45'52"E FOR A DISTANCE OF 147.35'; THENCE RUN S 20 DEG 05'52"W FOR A DISTANCE OF 45.63'; THENCE RUN S 10 DEG 43'25"W FOR A DISTANCE OF 133.50'; THENCE RUN S 17 DEG 55'26"E FOR A DISTANCE OF 40.54'; THENCE RUN S 32 DEG 36'28"E FOR A DISTANCE OF 27.14'; THENCE RUN S 39 DEG 30'08"E FOR A DISTANCE OF 19.81'; THENCE RUN S 59 DEG 15'02"E FOR A DISTANCE OF 73.13'; THENCE RUN S 54 DEG 53'55"E FOR A DISTANCE OF 17.07'; THENCE RUN S 35 DEG 57'58"E FOR A DISTANCE OF 69.35'; THENCE RUN S 04 DEG 39'40"E FOR A DISTANCE OF 136.35'; THENCE RUN S 12 DEG 30'37"W FOR A DISTANCE OF 76.57'; THENCE RUN S 26 DEG 41'52"W FOR A DISTANCE OF 79.86'; THENCE RUN S 19 DEG 48'40"W FOR A DISTANCE OF 85.24'; THENCE RUN S 05 DEG 51'06"W FOR A DISTANCE OF 47.44'; THENCE RUN S 04 DEG 06'47"E FOR A DISTANCE OF 54.29'; THENCE RUN S 13 DEG 29'40"W FOR A DISTANCE OF 61.04'; THENCE RUN S 33 DEG 17'02"W FOR A DISTANCE OF 117.38'; THENCE RUN S 21 DEG 43'58"W FOR A DISTANCE OF 163.14'; THENCE RUN S 01 DEG 12'02"E FOR A DISTANCE OF 56.87'; THENCE RUN S 15 DEG 03'13"W FOR A DISTANCE OF 399.34' TO THE INTERSECTION WITH THE CENTERLINE OF THE PAVED COUNTY ROAD.

ESD
MLC *JMT*

Exhibit B

BEGIN AT THE SW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 2 WEST; THENCE NORTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 659.38' MORE OR LESS TO THE NW CORNER OF THE S 1/2 OF SAID 1/4 1/4 SECTION; THENCE TURN AN ANGLE TO THE RIGHT OF 92 DEG 41' 42" AND RUN EASTERLY ALONG THE NORTH LINE OF SAID S 1/2 FOR A DISTANCE OF 634.16'; THENCE TURN AN ANGLE TO THE RIGHT OF 67 DEG 31' 08" FOR A DISTANCE OF 714.0' TO THE SOUTH LINE OF SAID 1/4 1/4 SECTION, THENCE WESTERLY ALONG THE SOUTH LINE 876.18' MORE OR LESS TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 4; THENCE NORTHERLY ALONG THE EAST LINE OF SAID 1/4 1/4 SECTION AND AN EXTENSION THEREOF FOR A DISTANCE OF 1437.09' MORE OR LESS TO THE CENTERLINE OF AN ABANDONED RAILROAD GRADE, THENCE TURN THE FOLLOWING ANGLES AND DISTANCE ALONG SAID CENTERLINE: THENCE TURN AN ANGLE TO THE LEFT OF 88 DEG 22' 30" FOR A DISTANCE OF 246.66'; THENCE TURN AN ANGLE TO THE RIGHT OF 6 DEG 41' 30" FOR A DISTANCE OF 137.30'; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEG 22' 30" FOR A DISTANCE OF 361.16'; THENCE TURN AN ANGLE TO THE LEFT OF 16 DEG 36' 00" FOR A DISTANCE OF 273.62'; THENCE TURN AN ANGLE TO THE LEFT OF 6 DEG 39' 00" FOR A DISTANCE OF 302.05'; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEG 31' 00" FOR A DISTANCE OF 246.70'; THENCE TURN AN ANGLE TO THE RIGHT OF 18 DEG 53' 30" FOR A DISTANCE OF 302.71'; THENCE TURN AN ANGLE TO THE RIGHT OF 7 DEG 01' 00" FOR A DISTANCE OF 88.41'; THENCE LEAVING SAID CENTERLINE TURN AN ANGLE TO THE LEFT OF 62 DEG 09' 30" FOR A DISTANCE OF 289.13'; THENCE TURN AN ANGLE TO THE LEFT OF 55 DEG 49' 00" FOR A DISTANCE OF 788.45' TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 4; THENCE EASTWARDLY ALONG SAID SOUTH LINE FOR A DISTANCE OF 1776.84' MORE OR LESS TO THE POINT OF BEGINNING. EXCEPTING A 30.0' STRIP OF LAND ON THE SOUTH SIDE OF THE CENTERLINE OF ABOVE MENTIONED RAILROAD GRADE. CONTAINING 52.35 ACRE MORE OR LESS.

ALSO:

E.F.D.
M.D. *J.M.T.*

EXHIBIT B (continued)

BEGIN AT THE NE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 2 WEST; THENCE RUN S 02 DEG 18'16"E ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 663.67' TO THE NW CORNER OF THE S 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 4; THENCE RUN S 89 DEG 19'31"E ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1324.09' TO THE NE COR OF SAID S 1/2; THENCE RUN S 02 DEG 23'00"E ALONG THE 1/4 1/4 LINE FOR A DISTANCE OF 1993.31' TO THE SE CORNER OF THE N 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 4; THENCE RUN N 89 DEG 11'53"W ALONG THE SOUTHLINE THEREOF FOR A DISTANCE OF ~~200.00'~~ TO THE INTERSECTION WITH THE CENTERLINE OF A PAVED COUNTY ROAD; THENCE RUN ALONG SAID CENTERLINE THE FOLLOWING BEARINGS AND DISTANCES N ~~76~~ DEG 20'40"W FOR A DISTANCE OF 193.09'; THENCE RUN N 40 DEG 04'38"W FOR A DISTANCE OF 334.25'; THENCE RUN N 24 DEG 02'10"W FOR A DISTANCE OF 260.25'; THENCE RUN N 65 DEG 37'26"W FOR A DISTANCE OF 650.84'; THENCE RUN N 86 DEG 46'52"W FOR A DISTANCE OF 161.06'; THENCE RUN S 36 DEG 09'41"W FOR A DISTANCE OF 311.08'; THENCE RUN S 60 DEG 32'25"W FOR A DISTANCE OF 589.83'; THENCE RUN S 36 DEG 00'23"W FOR A DISTANCE OF 282.29'; THENCE RUN N 78 DEG 27'34"W FOR A DISTANCE OF 248.48'; THENCE RUN S 62 DEG 35'30"W FOR A DISTANCE OF 360.20'; THENCE RUN N 88 DEG 36'22"W FOR A DISTANCE OF 190.78'; THENCE RUN S 65 DEG 58'51"W FOR A DISTANCE OF 292.91' SAID POINT BEING THE INTERSECTION OF SAID PAVED COUNTY ROAD AND THE CENTER LINE OF A GRAVEL ROAD; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG SAID CENTER LINE OF SAID GRAVEL ROAD N 15 DEG 03'13"E FOR A DISTANCE OF ~~239.34'~~; THENCE RUN N 01 DEG 12'02"W FOR A DISTANCE OF 56.87'; THENCE RUN N 21 DEG 43'58"E FOR A DISTANCE OF 163.14'; THENCE RUN N 33 DEG 17'02"E FOR A DISTANCE OF 117.38'; THENCE RUN N 13 DEG 29'40"E FOR A DISTANCE OF 61.04'; THENCE RUN N 04 DEG 06'47"W FOR A DISTANCE OF 54.29'; THENCE RUN N 05 DEG 51'06"E FOR A DISTANCE OF 47.44'; THENCE RUN N 19 DEG 48'40"E FOR A DISTANCE OF 65.24'; THENCE RUN N 26 DEG 41'52"E FOR A DISTANCE OF 79.86'; THENCE RUN N 12 DEG 30'37"E FOR A DISTANCE OF 76.57'; THENCE RUN N 04 DEG 39'40"W FOR A DISTANCE OF 136.35'; THENCE RUN N 35 DEG 57'58"W FOR A DISTANCE OF 69.95'; THENCE RUN N 54 DEG 55'55"W FOR A DISTANCE OF 17.07'; THENCE RUN N 59 DEG 15'02"W FOR A DISTANCE OF 73.13'; THENCE RUN N 39 DEG 30'08"W FOR A DISTANCE OF 19.81'; THENCE RUN N 32 DEG 36'28"W FOR A DISTANCE OF 27.14'; THENCE RUN N 17 DEG 55'26"W FOR A DISTANCE OF 40.54'; THENCE RUN N 10 DEG 43'25"E FOR A DISTANCE OF 139.50'; THENCE RUN N 20 DEG 05'52"E FOR A DISTANCE OF 45.63'; THENCE RUN N 11 DEG 45'52"W FOR A DISTANCE OF 147.35'; THENCE RUN N 11 DEG 45'52"W FOR A DISTANCE OF 147.35'; THENCE RUN N 16 DEG 53'31"W FOR A DISTANCE OF 94.18'; THENCE RUN N 18 DEG 13'15"W FOR A DISTANCE OF 109.39'; THENCE RUN N 20 DEG 10'01"W FOR A DISTANCE OF 92.39'; THENCE RUN N 14 DEG 08'10"W FOR A DISTANCE OF 98.84'; THENCE RUN N 03 DEG 40'13"E FOR A DISTANCE OF 110.33'; THENCE RUN N 03 DEG 40'13"E FOR A DISTANCE OF 67.87' TO A POINT ON THE NORTH LINE OF THE S 1/2 OF SAID SECTION 4; THENCE RUN S 89 DEG 27'09"E ALONG SAID NORTH LINE FOR A DISTANCE OF 1896.61' TO THE POINT OF BEGINNING, CONTAINING 102.92 ACRE MORE OR LESS.

E.O. M.C. JMT