

EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF ALABAMA )

JEFFERSON COUNTY )

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, Geroge B. Norton and wife, Levada Norton; Robert D. Ginwright and wife, Lynn P. Ginwright; Anna G. Hamblen, a married woman; and Barri N. Pratt and husband, Theodore J. Pratt are the owners of certain specified tracts of land lying within the following legal description:

PARCEL I:

Lot 3, according to the decree and map in Case #2294 in the Circuit Court of Shelby County, Alabama, in Equity, style of case being Howard, et al. vs. B. S. Harrison, et al., which said decree and map is recorded in the Office of the Judge of Probate in Shelby County, Alabama, in Deed Book 138, at pages 555 and 556, which said Lot 3 being further described as follows: Begin at the Southeast corner of the West 1/2 of the NE 1/4 of Section 1, Township 21, Range 5 West, and run North 1320 feet; thence West 330 feet; thence North 1320 feet to the North Section line; thence West along said North line 247.5 feet; thence South 2640 feet; thence East 577.5 feet to the point of beginning.

PARCEL II:

Lot 4, according to decree and map in Case No. 2294 in the Circuit Court of Shelby County, Alabama, in Equity, styled Howard et al. vs. B. S. Harrison, et al., which said decree and map is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 138, pages 555-556, which said Lot 4 being further described as follows: Begin at the Northeast corner of Section 1, Township 21, Range 5 West and run thence west along the north boundary of said Section 632.5 yards to the point of beginning of the land herein conveyed; thence continue west 137.5 yards; thence south 880 yards; thence east 137.5 yards; thence north 880 yards to point of beginning.

AND WHEREAS, a roadway is situated on the land owned by the parties, and the parties desire to create a common right-of-way and easement between the above-described tracts owned by them for the benefit of each of them,

AND WHEREAS, the parties are desirous of obtaining a joint right-of-way from each other for the use of each of the parties, their heirs and assigns.

Inst # 1992-25364

REFER:  
NORTON'S SURVEY, 1992  
SHELBY COUNTY, ALABAMA

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11/02/1992-25364  
10:24 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 19.50

GEORGE B. NORTON  
5875 SOUTH SUMMIT LANE ROAD  
BIRMINGHAM, AL 35023

## EASEMENT AND RIGHT-OF-WAY AGREEMENT

NOW, THEREFORE, in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, George B. Norton and wife, Levada Norton; Robert D. Ginwright and wife, Lynn P. Ginwright; Anna G. Hamblen, a married woman; and Barri N. Pratt and husband, Theodore J. Pratt, do hereby grant bargain, sell and convey unto each other, their heirs and assigns forever, with the full right for them and each of them and for all purposes connected with the use of the roadway as later described, and further to pass and repass along said roadway. The parties further agree for a common roadway and easement in favor of the above-described property owned by the parties and that right-of-way, roadway and easement is more particularly described as follows:

### PARCEL I:

Commence at the Southeast corner of the West 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 5 West, Shelby County, Alabama; thence run North 89 degrees 16' 40" West, along the South line of said 1/4-1/4 a distance of 589.54 feet; thence run North 0 degrees 05' 16" West a distance of 358.74 feet to the point of beginning of a 30 foot easement for ingress and egress lying 15 feet on either side of the following described centerline; thence continue North 0 degrees 05' 16" West a distance of 523.75 feet; thence run North 5 degrees 50' 40" East a distance of 290.23 feet; thence run North 0 degrees 05' 16" West a distance of 850 feet more or less to its intersection with the centerline of South Shades Crest Road and the end of said easement.

### PARCEL II:

Commence at the Southeast corner of the West 1/2 of the Northeast 1/4 of Section 1, Township 21 South, Range 5 West, Shelby County, Alabama; thence run North 89 degrees 16' 40" West along the South line of said 1/4-1/4 a distance of 589.54 feet; thence run North 0 degrees 05' 16" West a distance of 658.75 feet to the point of beginning of a 30 foot easement for ingress and egress lying 15 feet on either side of the following described centerline; thence run South 89 degrees 13' 53" East a distance of 332.78 feet to the end of said easement.

Said roadway, right-of-way and easement hereby granted is to run with the land of Geroge B. Norton and wife, Levada Norton; Robert D. Ginwright and wife, Lynn P. Ginwright; Anna G. Hamblen, a married woman; and Barri N. Pratt and husband, Theodore J. Pratt, hereinabove described, and is superior and paramount to the rights of any of the parties hereto.

REFER:

NORTON'S SURVEY, 1992  
SHELBY COUNTY, ALABAMA

EASEMENT AND RIGHT-OF-WAY AGREEMENT

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 30 day of October, 1992.

George B. Norton  
GEORGE B. NORTON

Levada Norton  
LEVADA NORTON

Robert D. Ginwright  
ROBERT D. GINWRIGHT

Lynn P. Ginwright  
LYNN P. GINWRIGHT

Anna G. Hamblen  
ANNA G. HAMBLÉN

Barri N. Pratt  
BARRI N. PRATT

Theodore J. Pratt  
THEODORE J. PRATT

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George B. Norton and wife, Levada Norton whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Easement and Right-of-Way Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of October, 1992.

Robert Mark Ginwright  
NOTARY PUBLIC

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert D. Ginwright and wife, Lynn P. Ginwright whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Easement and Right-of-Way Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of October, 1992.

Robert Mark Ginwright  
NOTARY PUBLIC

REFER:

NORTON'S SURVEY, 1992  
SHELBY COUNTY, ALABAMA


EASEMENT AND RIGHT-OF-WAY AGREEMENT

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Anna G. Hamblen, a married woman whose name is signed to the foregoing Easement and Right-of-Way Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement and Right-of-Way Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of October, 1992.

  
NOTARY PUBLIC

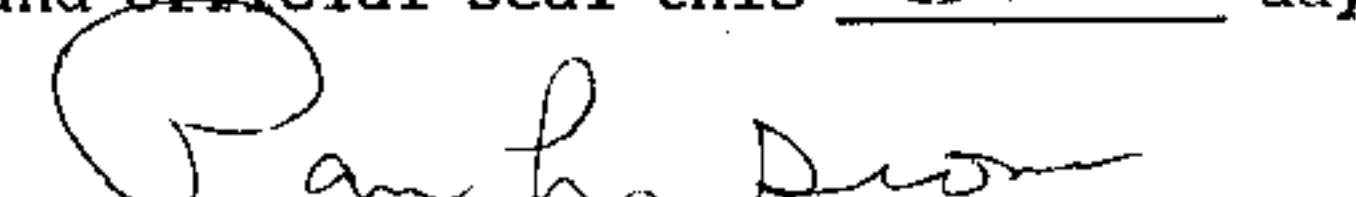
MY COMMISSION EXPIRES MARCH 10, 1996

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Barri N. Pratt and husband, Theodore J. Pratt whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Easement and Right-of-Way Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30<sup>th</sup> day of October, 1992.

  
NOTARY PUBLIC

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