

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

EASEMENT APPURTENANT

THIS INDENTURE, made this the 3rd day of October, 1993, BY AND BETWEEN O'NEAL METALS, INC., an Alabama corporation, for itself, and its successors in interest and assigns (herein referred to as "GRANTOR"), as parties of the first part, and HOWARD NEIL BAILEY and wife, TILLIE DALE BAILEY ("GRANTEES"), as parties of the second part, WITNESSETH:

That GRANTOR, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, as hereinafter set forth, in hand paid by GRANTEES to GRANTOR, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and CONVEY to GRANTEES, their heirs, personal representatives and assigns, a non-exclusive easement appurtenant for purposes of ingress and egress, limited and qualified as more particularly described hereinafter, lying and being across and upon lands situated in Shelby County, Alabama, and further described as follows:

PARCEL "B" EASEMENT

An Ingress and Egress Easement lying 8.00' each side of the following described centerline and situated in the N.E. 1/4 of the N.W. 1/4 of Section 10, Township 19 South, Range 2 West and being more particularly described as follows:

Commencing at the S.E. corner of said 1/4-1/4 and run N 01deg.-01'52" W a distance of 772.42'; thence S 33deg.-11'08" W a distance of 195.72'; thence S 75deg.-07'08" W a distance of 221.95' to The Point Of Beginning of the following described easement; thence S 88deg.-04'08" W a distance of 55.00' to the point of a curve to the left having a radius of 214.50' and a central angle of 33deg.-43'00" and continue along the arc of said curve a distance of 126.23', said arc being subtended by a chord which bears S 71deg.-12'38" W and a chord

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distance of 124.41' to the curve's end; thence S 54deg.-21'08" W a distance of 25.00'; thence continue along the last described course a distance of 140.55'; thence S 48deg.-32'38" W a distance of 158.72' to the point of a curve to the right having a radius of 354.05' and a central angle of 00deg.-32'34"; thence continue along the arc of said curve a distance of 3.35', said arc being subtended by a chord which bears S 48deg.-48'55" W a chord distance of 3.35' to the point of a compound curve to the right having a radius of 354.05' and a central angle of 23deg.-27'26"; thence continue along the arc of said curve a distance of 144.95'; thence S 72deg.-32'38" W a distance of 57.48' more or less to the Northeasterly Right-Of-Way of Caldwell Mill Road, said point being the end of said easement.

THIS GRANT OF EASEMENT IS SUBJECT, HOWEVER, TO THE FOLLOWING:

1. **SCOPE OF EASEMENT.** This easement shall be limited in scope in that it shall be servient to no property other than that certain parcel of land, being 0.976 acres, more or less, upon which GRANTEES' residence is constructed, said parcel being more particularly described hereinbelow as "Parcel B", and the use of the easement herein granted to GRANTEES shall further be limited to such use as is reasonably necessary for ingress and egress to and from said Parcel B used as a single family residence. Further, no utility service lines, culverts, storm sewers, telephone lines, or pipelines, either above or beneath the surface, may be placed or installed within the easement herein granted without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld.

2. **DOMINANT TENEMENT.** The tract of land owned by GRANTEES to which the easement herein granted shall be servient and appurtenant is situated in Shelby County, Alabama and is described as follows:

PARCEL B

A parcel of land situated in the N.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West and being more particularly described as follows:

Commencing at the S.E. corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence N 01 degrees 01'52"W a distance of 772.42 ft.; thence S 33 degrees 11'08"W a distance of 195.72 ft.; thence S 75 degrees 07'08"W a distance of 221.95 ft.; thence N 01 degrees 55'53" W a distance of 8.00' to the Northerly Right-Of-Way of an unpaved road, said point also being The Point of Beginning; thence S 88 degrees 04'08"W a

distance of 55.00' to the point of a curve to the left, said curve having a radius of 222.50'; thence continue along the arc of said curve a distance of 130.93'; said arc being subtended by a chord which bears S 71 degrees 12'38" W and a chord distance of 129.05' to the curve's end; thence S 54 degrees 21'08" W and a distance of 19.66'; thence leaving said Northerly Right-Of-Way on a bearing of N 01 degrees 55'52"W a distance of 264.96 ft.; thence N 88 degrees 04'08" E a distance of 194.86 ft.; thence S 01 degrees 55'53"E a distance of 207.00 ft. to The Point of Beginning. Said parcel contains 0.976 acres, more or less.

3. MAINTENANCE. GRANTEES, their heirs, personal representatives and assigns, and not the GRANTOR, its successors and assigns, shall be solely responsible for the maintenance of this easement in good repair and safe, passable condition, in its present state of improvement as an unpaved easement. GRANTOR reserves the right, at GRANTOR'S sole option and expense, to construct, or cause to be constructed a paved road over all or part of the easement herein granted to GRANTEES, in width less than, equal to or exceeding the width of the present easement but situated wholly on land of GRANTOR. In the event GRANTOR elects to construct such paved road, then after completion of such paving work, its maintenance will be the responsibility of GRANTOR or, if a public road for which Shelby County, Alabama accepts responsibility for maintenance, then of Shelby County, Alabama.

4. NO WARRANTIES OF TITLE BY GRANTOR. GRANTOR, by the execution and delivery of this easement, extend to GRANTEES no warranties of title whatsoever, whether express or implied in fact, in law or by statute.

5. LIMITED NATURE OF GRANT. GRANTOR, its successors in interest or assigns, shall, at all times during the existence of any or all easement or easements hereby created, have and retain access to and use of the land burdened by such easement or easements not inconsistent with the use of the easement or easements as herein defined and limited.

TO HAVE AND TO HOLD, to the said GRANTEES, their respective personal representatives, heirs and assigns, forever.

IN WITNESS WHEREOF, the undersigned parties, being the GRANTOR and GRANTEES, have hereunto placed their hands and individual or corporate seals on this, the day and date first above written.

GRANTOR:

O'NEAL METALS, INC., an Alabama
corporation

By: E. D. O'Neal
Its Comm.

ATTEST:

Donald R. O'Neal
Its ASST. SEC.

[CORPORATE SEAL]

GRANTEES:

Howard Neil Bailey
HOWARD NEIL BAILEY

Tillie Dale Bailey
TILLIE DALE BAILEY

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Emmet O'Neal, as Chairman of O'NEAL METALS, INC., an Alabama corporation, whose name is signed to the foregoing instrument in his said capacities as such corporate officer, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date for and as the act of the corporation.

Given under my hand and official seal, this the 8th day of October, 1993.

Reta O. Wilkinson
Notary Public

MY COMMISSION EXPIRES NOVEMBER 29, 1993

[NOTARIAL SEAL]

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES APR. 8, 1997.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **HOWARD NEIL BAILEY** and his wife, **TILLIE DALE BAILEY**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of October, 1993.

John E. Roberts
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

April 8, 1997

This instrument was prepared by James R. Davis, Counsel to Cabaniss, Johnston, Gardner, Dumas & O'Neal, Suite 700 Park Place Tower, 2001 Park Place North, Birmingham, Alabama 35203.

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