

AGREEMENT

✓1095 Happy Hollow Road
Montevallo, Al. 35115
August 24, 1996

1. For \$10.00 and other good and valuable consideration, the following described right-of-way is herewith given to James and Judy Swaney.
2. Beginning at the SE ROW of Happy Hollow Road, formerly Antioch-Marvel Road, being 20' (twenty feet) wide along and adjacent to the east line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ S32, T 21 R 4 W Shelby County, Al., continuing to the SE corner of aforesaid $\frac{1}{4}$ $\frac{1}{4}$. Thence turn 90° with an outside radius of 20' to the left and continue easterly for a width of 20' adjacent to the south side of the north line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ S33, T21 R 4 W to the NW corner of the 350' square described in Deed Book 346 at page 149.
3. All costs of building and/or maintaining a roadway along said ROW to be at the expense of grantees herein.
4. Grantor herein retains privilege of installing utility lines, pipes, cables, guy wires, etc, both temporary and/or permanent, along, across, over and/or under said ROW for whatever purpose grantor chooses.
5. ROW herein is not given for sale and exclusive use of grantee herein. Grantor herein retains privilege of using or crossing or allowing others the use of said ROW for purposes of moving materials, maintaining fencing and/or vegetation, etc. along, on, over, or across entire said ROW.
6. If roadway is constructed along ROW herein, it shall be at grantee's expense and shall be properly engineered and constructed and maintained so as to avoid ponding above drainage ways and so as to avoid any erosion caused by or permitted by such construction.
7. If fences or other barriers are constructed along or across said ROW both grantor and grantee herein shall be furnished keys to any locks or gates so as to permit free access by both grantee and grantor at any or all times.
8. Right-of-Way herein is granted only for use of ingress and egress, and is not to be used for storage of vehicles, materials, machinery, etc. or any purpose whatever which might prevent or interfere either temporarily or permanently with free and unobstructed use by either or both grantor and/or grantee herein.
9. Right-of-Way herein described is herewith granted for a period of 20 years (twenty) from the date hereof, and shall "run with the land",

1996-37177
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SHENY COUNTY REC'D & FILED
09/11/96 BY 12:00 PM
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unless changed by prior mutual agreement of all surviving parties herein.

10. Also, as part of the consideration herein, privilege is here-with given on an annually renewable basis by mutual agreement of both parties herein for grantee to continue joint use and maintainance of present drive-way belonging to John and Dell Gafford, 1095 Happy Hollow Road, Montevallo, Al. 35115.

Dated this 30th day of Oct 1996.

~~John Gafford~~

Dell Gafford

James Swaney

Judy Swaney

Annual Renewals:

Inst. # 1996-37177

11/08/1996-37177
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 SNA 13.00