

AGREEMENT

Agreement made by and between SHELBY COUNTY BOARD OF EDUCATION, a governmental entity duly organized and existing under the laws of the State of Alabama, in the City of Columbiana, County of Shelby, State of Alabama, hereinafter referred to as "THE BOARD", and RHONDA L. CARTER & FRED BONNIE, City of Columbiana, County of Shelby, State of Alabama, hereinafter referred to as "Owner".

Inst # 1999-25961

The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

06/22/1999-25961
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 1995 11.00

The Board hereby grants, bargains, and conveys to the OWNER a personal easement for driveway purposes over and across the property owned by the Board and described as follows, such easement to run:

Part of the NW 1/4 of Section 25, Township 21 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of said Section 25, and run South along the West line of same 1573 feet, more or less; thence left 103 deg. 27 min., more or less, and run northeasterly 577 feet, more or less; thence left 15 deg. 10 min. more or less and run Northeasterly 835 feet, more or less to a point on the Northwesterly right of way of Alabama Highway No. 25, said point being the southeasterly corner of property owned by the Shelby County Board of Education and the point of beginning of herein described Ingress/Egress Easement; thence left 98 deg. 50 min. more or less, and run northwesterly along the Easterly line of said property 129 feet, more or less, to the northwesterly corner of Allen Edmondson property; thence left 90 deg. 00 min. and run southwesterly 15.00 feet; thence left 90 deg. 00 min. and run southeasterly and parallel to said property line 129 feet, more or less, to said right of way of Alabama Highway No.25; thence left 90 deg. 00 min. and run northeasterly along said right of way 15.00 feet to the point of beginning.

SECTION TWO

"DRIVEWAY PURPOSES" DEFINED

"Driveway purposes" as used in this Agreement means residential driveway only for the purpose of ingress and egress to

the Owner's property and does not include parking or storage of vehicles.

SECTION THREE
CONSTRUCTION AND MAINTENANCE

The driveway described above shall be constructed and maintained by the Board at its sole cost and expense. The Owner shall be responsible only for such damages to the fence which are caused by the Owner, his invitees or licensees; said fence being that which runs along above-described easement. The driveway or road upkeep shall be in the sole discretion of the Shelby County Board of Education.

SECTION FOUR
CONSIDERATION

The Owner agrees to pay the Board the sum of One Dollar and other good and valuable consideration for this easement.

SHELBY COUNTY BOARD OF EDUCATION

by: John L. Wright
As its Director

Bonita Y. Davidson
Witness

Rhonda L. Carter
Rhonda L. Carter

Witness

Fred Bonnie
Fred Bonnie

Witness

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