

STATE OF ALABAMA )

SHELBY COUNTY )

## Easement Agreement

THIS AGREEMENT, made this the 30 Day of September, 1999, between **JOE MARTIN and DEBORAH MARTIN, a divorced couple**, hereinafter known as the GRANTOR, and **BRIAN VILES**, a single man, hereinafter known as the GRANTEE,

For and in consideration of Ten Dollars and 00/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the GRANTOR hereby grants to the GRANTEE and his heirs and assigns the use of a strip of land off his property, located off Camellia Lane in Shelby County, AL, more particularly described hereinafter, to be used as a joint driveway between the GRANTOR and GRANTEE. GRANTOR and GRANTEE agree to the joint use of said driveway by either party and/or his heirs or assigns.

This easement is created for the benefit of the following property owned by the GRANTOR:

*Commence at the northeast corner of the northwest quarter of the northwest quarter of Section 17, Township 21 south, Range 3 west, Shelby County, Alabama and run thence North 87 degrees 32 minutes 33 seconds West along the north line of said quarter-quarter a distance of 422.25' to a point; Thence run South 00 degrees 00 minutes 39 seconds West a distance of 631.71' to a found steel corner and the Point of Beginning of the property being described; Thence run South 00 degrees 11 minutes 21 seconds West along an existing fence line a distance of 199.67' to a steel corner; Thence run South 87 degrees 23 minutes 26 seconds East a distance of 97.55' to a steel corner; Thence run North 00 degrees 46 minutes 15 seconds East a distance of 199.55' to a steel corner; Thence run North 87 degrees 21 minutes 45 seconds West along a existing fence line a distance of 99.58' to the point of beginning, containing 0.45 of an acre, more or less. Property is subject to any and all agreements, easements, restrictions and/or limitations of probated record and/or applicable law.*

The description of the easement created via this instrument is as follows:

*Commence at the northeast corner of the northwest quarter of the northwest quarter of Section 17, Township 21 south, Range 3 west, Shelby County, Alabama and run thence North 87 degrees 32 minutes 33 seconds West along the north line of said quarter-quarter a distance of 422.25' to a point; Thence run South 00 degrees 00 minutes 39 seconds West a distance of 631.71' to a found steel corner and the Point of Beginning of the property being described; Thence run South 00 degrees 11 minutes 21 seconds West*

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along an existing fence line a distance of 199.67' to a steel corner; Thence run South 87 degrees 23 minutes 26 seconds East a distance of 97.55' to a steel corner; Thence run South 87 degrees 36 minutes 01 second East a distance of 69.90' to a point in the centerline of an existing gravel driveway and the point of beginning, on the centerline, of the easement being described; Thence run South 69 degrees 22 minutes 50 seconds East a distance of 26.19' to a point; Thence run South 86 degrees 26 minutes 47 seconds along the centerline of said driveway a distance of 232.91' to a point; Thence run South 13 degrees 48 minutes 09 seconds East along the centerline of said driveway a distance of 156.76' to a point in the centerline of Camellia Lane, a public roadway and the end of required easement.

AND

Commence at the Ne Corner of the Nw 1/4 of the Nw 1/4 of Section 17, Township 21 South, Range 3 West; Thence Run S 87-32'33" W for 422.25 feet; Thence run S 00-00'39" W for 831.38 feet; Thence run S 87-23' 26" E for 167.45 feet to the point of beginning of a 20 foot Easement for Ingress and Egress lying 10 feet on either side of the following described centerline; Thence run N 23-50'08" W for 26.43 feet; Thence run N 89-13' 45" W for 58.87 feet to the End of said Easement.

It is agreed that the said joint driveway has been constructed and paid for in full.

Done and executed this the 30 Day of September, 1999.

Joe Martin  
JOE MARTIN


Deborah Martin  
DEBORAH MARTIN

Brian Viles  
BRIAN VILES

STATE OF ALABAMA     )  
                                  )  
COUNTY OF SHELBY    )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared JOE MARTIN and DEBORAH MARTIN and BRIAN VILES, all of which are personally known to me, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily and of their own free will.

GIVEN under my hand and official seal of office on this the 30 Day of September, 1999.

  
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NOTARY PUBLIC  
My Commission Expires: 24 JAN, 2000

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