

This Instrument Was Prepared By:
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Inst # 2000-01184

01/11/2000-01184

10:53 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

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**GRANT OF EASEMENT FOR INGRESS AND EGRESS
AND
ROAD AND MAINTENANCE AGREEMENT
AND QUIT CLAIM DEED**

THIS GRANT OF EASEMENT FOR INGRESS AND EGRESS AND ROAD AND MAINTENANCE AGREEMENT AND QUIT CLAIM DEED (the "Agreement"), is made and entered into by and between D. O. Harden and Robert L. Robinson (hereinafter collectively referred to as "Grantor") and L. Douglas Joseph, Paul A. Dreher and George R. Dreher (hereinafter collectively referred to as "Grantee").

WHEREAS, Grantor owns the property described in Exhibit "A," which property is intended to be an non-exclusive easement for ingress and egress created pursuant to this agreement for the benefit of the property owned by Grantor, described in Exhibit "B," and the property owned by Grantee; and

WHEREAS, Grantor has agreed to simultaneously grant to Grantee the easement for ingress and egress to Grantee's property, while reserving unto Grantor the right to use the same easement for ingress and egress to Grantor's property; and

WHEREAS, the purpose of this Agreement is to grant an easement for ingress and egress, to reserve unto Grantee the non-exclusive right to use the easement for ingress and egress, and to set forth with particularity the rights and responsibilities as between the parties hereto with respect to the construction of the easement, the use of the easement, and the possible dedication of the easement as a public road.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** The Grantor does hereby grant, bargain, sell and convey unto Grantee, and their heirs, assigns and successors, for the use and benefit of Grantee, and their heirs, assigns and successors, a perpetual non-exclusive easement for ingress and egress for vehicular and pedestrian traffic upon, over and through the Easement described in Exhibit "A," (hereinafter referred to as the "Easement") together with the right to install and maintain utilities in, under and through the Easement, together with all rights and privileges necessary or convenient for the reasonable enjoyment or use thereof. Grantor reserves for themselves, their heirs, assigns and successors, the same rights, privileges and uses herein granted to Grantee. The Easement has been surveyed by Grantee at Grantee's expense, in accordance with the southeast line as

established by the Paragon Engineering Survey dated November 28, 1979, with the corners set and the boundary lines marked.

2. **AGREEMENT TO CONSTRUCT ROAD.** The Grantee, at Grantee's sole cost and expense, agrees to construct a Road within the Easement, and Grantee agrees to build and construct said Road by clearing the Easement (to 10 feet on either side of the road but not more than 40 feet in width, except for drainage areas). Said Road shall be constructed by Grantee as if it were to be a paved road built in accordance with standards and specifications as required by Shelby County for a dedicated road, except that the parties hereto agree that the finish surface will not be asphalt but instead will be all weather chert, said Road being at least eighteen (18) feet in width, with culverts and ditching as needed to handle storm water run off. Grantor shall retain any rights to merchantable timber and Grantee shall have the right to sell same and remit proceeds to Grantor. The Grantee agrees and covenants to commence construction within 15 days of the receipt of the survey, and agrees and covenants to complete construction within 60 days of commencement of construction. Grantee hereby indemnifies and holds Grantor harmless from any liens, claims, damages, or encumbrances resulting from the construction, maintenance, or the use of said Road by Grantee, their heirs, assigns, successors, invitees, guests, or licensees.

3. **INDEMNIFICATION FROM LIABILITY.** The Grantee hereby agrees during construction of said Road to maintain liability insurance with the Grantor named as additional insured, and to provide evidence of Workers Compensation insurance during construction, and Grantee further agrees to indemnify and hold Grantor harmless from any and all liability, costs, expenses or damages on account of construction of said Road or the use of said Road by Grantee, their guests, invitees, licensees, heirs, assigns and successors.

4. **ROAD MAINTENANCE.** For a period of three (3) years after completion of construction of the Road, Grantee agrees to maintain and keep the Road in good and safe condition, and in accordance with original construction standards. After said period, the Grantor (their assigns and successors) and the Grantee (their assigns and successors) shall maintain and keep the Road in good and safe condition, and the Grantor and the Grantee shall contribute to the costs of maintenance based on acreage owned by Grantor (42 acres) and acreage owned by Grantee (85 acres), i.e., 33% for Grantor and 67% for Grantee, basis for single family residential use only, absent any other agreement. Any party using the road for use other than passenger and vehicular traffic for single family residential use, i.e., for timber hauling or construction activities, including the three (3) year period that Grantee is to maintain the road, shall be responsible for repair and upkeep of the road for such activities.

5. **DEDICATION TO COUNTY.** Either of the parties hereto, or their assigns or successors, may at their election, improve the Road to Shelby County standards and the party initiating such improvements shall pay for the same, absent any other agreement.

6. **COVENANT RUNNING WITH THE LAND.** The easement hereby granted, and the restrictions imposed, including the maintenance obligations, shall be easements, restrictions, and obligations running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto, their respective successors and assigns.

7. **PRIVATE EASEMENT.** Absent acceptance by Shelby County as a public road and acceptance by Shelby County for maintenance, the easements, rights and covenants established, created and granted in this instrument are for the benefit of the parties hereto and shall be

construed only as creating a private right of such persons, their successors and assigns, and not of creating any rights in the public or any other person, firm or corporation, except for the Grantor, and the Grantee, and their respective assigns and successors.

8. **QUIT CLAIM DEED**. Grantee, jointly and severally, do hereby remise, quit claim, convey unto Grantor all their right, title and interest in and to the Grantor's property described in Exhibit "B."

9. **REASONABLE USE**. The parties agree that the easement rights created pursuant to this Agreement will be exercised in a reasonable manner which is calculated to minimize any interference with the use of any party of such party's properties.

10. **PROPERTY NOT HOMESTEAD**. The properties described in Exhibits "A" and "B" are not the homestead of the Grantor or the Grantee or the Grantors's spouses or the Grantees' spouses.

11. **FORCE MAJEURE**. If Grantor or Grantee shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive future governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

12. **FACSIMILE SIGNATURES**. The parties hereto agree that this agreement may be executed by any party by facsimile, and shall be binding upon the party so executing it upon receipt by the other party of the signature.

[Signatures on following page]

In Witness Whereof, the undersigned have set their hands and seals on this the 16 day
of December, 1999.

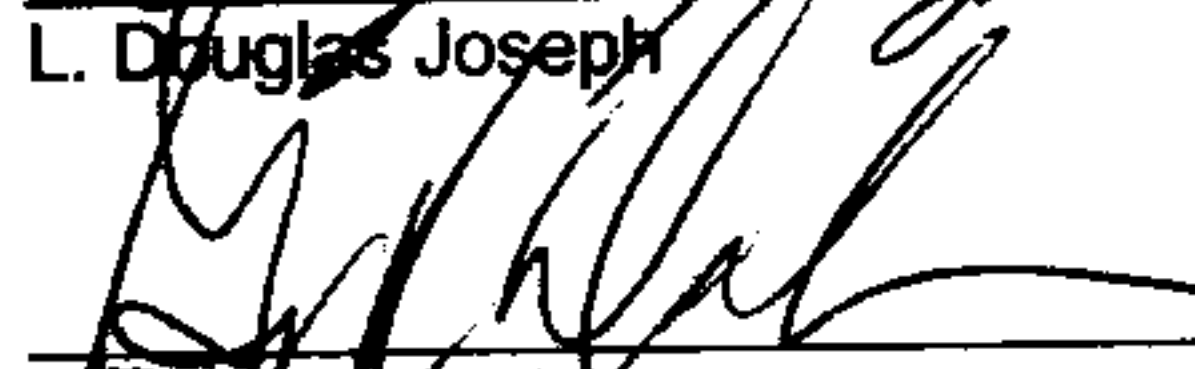
GRANTOR:

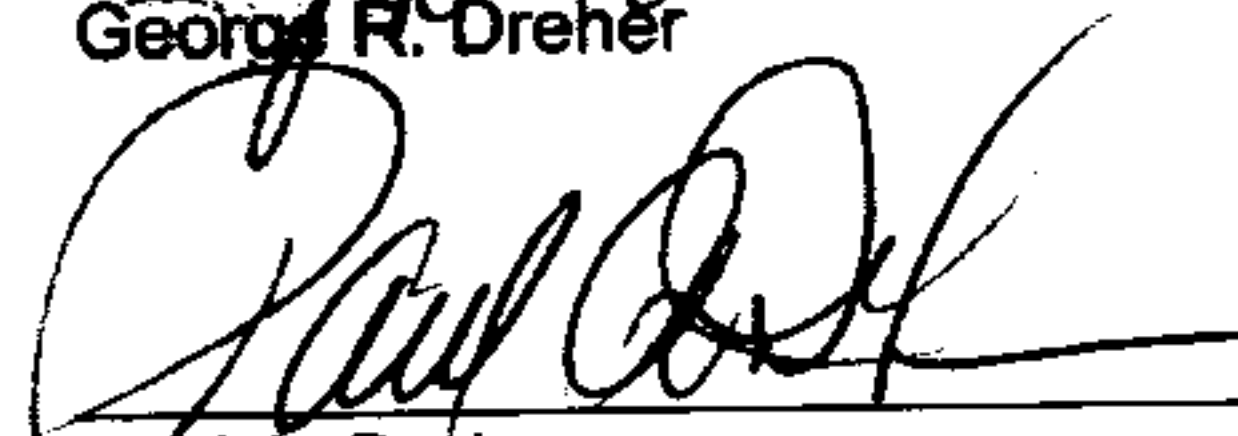
 [SEAL]
Robert L. Robinson

 [SEAL]
D. O. Harden

GRANTEE:

 [SEAL]
L. Douglas Joseph

 [SEAL]
George R. Dreher

 [SEAL]
Paul A. Dreher

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Robert L. Robinson**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of December, 1999.

[SEAL]

Brittany C. Hornick
Notary Public
My Commission Expires: 10-29-03

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **D. O. Harden**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of December, 1999.

[SEAL]

Brittany C. Hornick
Notary Public
My Commission Expires: 10-29-03

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **L. Douglas Joseph**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of December, 1999.

[SEAL]

Kleen Napin Wackel
Notary Public
My Commission Expires: 4/11/2002

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **George R. Dreher**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of December, 1999.

[SEAL]

Kleen Napin Wackel
Notary Public
My Commission Expires: 4/11/2002

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Paul A. Dreher**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of December, 1999.

[SEAL]

Kleen Napier Walker
Notary Public
My Commission Expires: 4/11/2002

EXHIBIT "A"
[Legal Description of 60' Easement]

A 60' easement for ingress, egress and utilities
Description to-wit:

From a 1/2" rebar in a rock pile accepted as the S.E. corner of the SE1/4-SW1/4 of Section 24, T20S-R1W, run thence North along the East boundary of said SE1/4-SW1/4 a distance of 1327.55 feet to a 1" pipe accepted as the S.E. corner of the NE1/4-SW1/4 of said Section 24, being the point of beginning of herein described 60' easement, thence turn 31°41'04" right and run 775.48 feet to a 1/2" rebar; thence turn 41°27'30" right and run 1438.2 feet to a 1/2" rebar in the center of Crenshaw Swamp Road (60' R.O.W. ASSUMED); thence turn 79°04'30" left and run 61.10 feet along the centerline of said Crenshaw Swamp Road to a 1/2" rebar; thence turn 100°55'30" left and run 178.11 feet to a 1/2" rebar; thence turn 41°27'30" left and run 838.11 feet to a 1/2" rebar on the accepted South boundary of the NE1/4-SW1/4 of said Section 24; thence turn 123°38'21" left and run 72.07 feet to the point of beginning of herein described 60' easement, situated in the NE1/4-SW1/4 and the NW1/4-SE1/4 of Section 24, T20S-R1W, Shelby County, Alabama.

I further state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in and for the State of Alabama to the best of my knowledge, information and belief, this the 15th day of December, 1999.

EXHIBIT 'B'
LEGAL DESCRIPTION OF
GRANTON'S PROPERTY

I, Darrell E. Reeser, a Registered Land Surveyor in the State of Alabama, hereby certify that the above is a true and correct copy of a survey of a parcel of land situated in the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 20 South, Range 1 West, Shelby County, Alabama, and run in a Westerly direction along the South line of said 1/4 1/4 Section a distance of 543.32 feet to a point; thence turn an interior angle of 108° 58' 00" and run to the right in a Northwesterly direction a distance of 333.74 feet to a point; thence turn an interior angle of 238° 00' 00" and run to the left in a Northwesterly direction a distance of 423.49 feet to a point; thence turn an interior angle of 281° 10' 00" and run to the left in a Southerly direction a distance of 150.00 feet to a point; thence turn an interior angle of 124° 26' 00" and run to the right in a Southwesterly direction a distance of 318.15 feet to a point on the West line of the said Northeast 1/4 of the Southwest 1/4; thence turn an interior angle of 55° 28' 40" and run to the right in a Northerly direction along said West line of said 1/4 1/4 Section a distance of 1242.27 feet to the Northwest corner of said 1/4 1/4 Section; thence turn an interior angle of 91° 44' 50" and run to the right in an Easterly direction along the North line of said 1/4 1/4 Section a distance of 1259.87 feet to a point on the center line of Crenshaw Road; thence turn an interior angle of 136° 26' 40" and run to the right in a Southeasterly direction along said center line a distance of 144.45 feet to a point; thence turn an interior angle of 185° 46' 00" and run to the left in a Southeasterly direction along said center line a distance of 226.33 feet to a point; thence turn an interior angle of 173° 04' 00" and run to the right in a Southeasterly direction along said center line a distance of 232.63 feet to a point; thence turn an interior angle of 185° 50' 00" and run to the left in a Southeasterly direction along said center line a distance of 190.75 feet to a point; thence turn an interior angle of 133° 04' 00" and run to the right in a Southerly direction along said center line a distance of 120.84 feet to a point; thence turn an interior angle of 100° 55' 30" and run to the right in a Southwesterly direction a distance of 143.82 feet to a point; thence turn an interior angle of 221° 27' 30" and run to the left in a Southwesterly direction a distance of 775.48 feet to the point of beginning of the herein described parcel; containing 43.56 acres, more or less.

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