

This Instrument was prepared by:  
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STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

Inst # 2000-18507

06/06/2000-18507  
08:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

21.50  
006 1996

### AGREEMENT TO GRANT EASEMENT

This agreement is made and entered into this the 3<sup>RD</sup> day of May, 2000, by and among Barbara Stone, a single person, and Pinnacle Bank, hereinafter referred to as the "Grantor(s)", and Gary Thompson and Omni-Vest, LLC, an Alabama Limited Liability Company, hereinafter collectively referred to as "Grantee".

WHEREAS, Grantor owns the following described real estate situated in Shelby County, Alabama, free and clear of all liens, encumbrances, restrictions and right-of-ways of record, to-wit:

The East half of the Northeast Quarter of Section 14, Township 20 South, Range 2  
East;

and

WHEREAS, the Grantor, Pinnacle Bank, holds two mortgages on the subject property which are set out in Inst. #1999-28870 and Inst. #1999-48968 in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, Grantor Pinnacle Bank joins this instrument solely in its capacity as the mortgagee under the aforementioned mortgages and solely to give its consent to the easements granted herein by Grantor Stone;

WHEREAS, Grantee has agreed to purchase the "Piper property" which lies south and east of Grantor's property; and

WHEREAS, the only access to the Piper property is through Grantor's property via "Chancellors Ferry Road" (a primitive dirt road of varying width) which lies very close to Grantor's house; and

WHEREAS, Grantor desires to terminate any existing rights of ingress or egress for that portion of Chancellor's Ferry Road which lies within the boundaries of her property and as consideration for that termination of any rights of ingress and egress in favor of Grantee, is willing

to grant a right-of-way or easement through the eastern most part of her property, provided Grantee, its successors and assigns, will agree to use the said right-of-way given in this easement as its means of access to the Piper property thereby providing Grantor with the maximum amount of privacy; and

WHEREAS, Grantee desires to create and construct a sixty (60) foot right-of-way through Grantor's land ("The East half of the Northeast Quarter of Section 14, Township 20 South, Range 2 East") beginning at the Eastern boundary of Grantor's land where Shelby County Road 76 meets said eastern boundary thence south along said eastern boundary line to the intersection of Chancellor's Ferry Road and thereafter connecting with Chancellor's Ferry Road and ultimately to the Piper property, as shown on the attached drawing, and

WHEREAS, Grantee will construct, use and maintain the road for ingress and egress to the Piper property on the sixty (60) foot right-of-way given in this easement and relinquish any rights of ingress and egress on Chancellor's Ferry Road within Grantor's property.

NOW, THEREFORE, in consideration of the covenants and promises herein set forth and other good and valuable consideration, the parties do hereby agree as follows:

1. The Grantor does hereby grant, bargain and sell unto the Grantee, its successors and assigns, a permanent means of ingress and egress, easement, and right-of-way over, on under, and across the land described on Exhibit A attached hereto of the Grantor situated in Shelby County, Alabama (the "Easement"), for the construction and maintenance of a road which shall serve as a right-of-way to the Piper Property which may be, but is not required to be, dedicated to the appropriate governmental authority as a public street, avenue or public thoroughfare on the hereinafter described land.

2. The Grantee does hereby agree to relinquish any rights of egress and ingress to the Piper property over Chancellor's Ferry Road which lies within Grantor's property.

3. The Grantor does further convey the right, privilege and obligation to relocate, construct, erect, install, operate and maintain electrical lines, telephone lines, water, gas and sewage mains on, upon, along, over, under, through and across the Easement at no cost to the Grantor.

4. The Grantor does further convey the right, privilege, obligation and easement to cut, trim and remove any brush, tree or other obstructions upon the Easement, together with the right of ingress and egress to and from, over and above the easement, for the purpose of keeping the same clear of all trees, timber, brush undergrowth or any other objectionable obstructions. This right is subject however to Grantor's right to negotiate for the sale and removal of the marketable timber currently located on the Easement, with obligations to maintain the Easement thereafter going to Grantee. Grantor's right to negotiate for the sell and removal of the marketable timber shall expire within ninety (90) days of the execution of this agreement.

5. Grantee hereby agrees to undertake to begin construction of the road and location of the utilities over the Easement within 90 days of this agreement. Grantee's access to the Piper property on Chancellor Ferry Road within Grantor's property will be terminated one year of the date hereof or when construction of the new road is completed, whichever comes first.

6. Further, it is understood that said Easement is so given upon the express understanding and condition that the Grantor, its successors, assigns and tenants will be in no way obligated to construct or maintain any improvement to be located on the Easement. Grantee, and its or his successors and assigns hereby agree to keep the improvements located on the Easement in good repair at absolutely no cost to the Grantor. Grantee further agrees to indemnify and hold Grantor harmless for any claim, lawsuit, or matter whatsoever asserted against Grantor for any claim of improper construction, negligent construction or maintenance or any other cause associated with the improvements to be located on the Easement.

To Have and to Hold the same unto the said Grantee and its assigns for the uses and purposes for which said land is granted.

In Witness Whereof, the said Barbara Stone, a single person, Grantor, has hereunto set her hand and seal on this the 3<sup>rd</sup> day of May, 2000. Grantee, Omni-Vest, LLC and Gary Thompson do hereby execute this agreement for the covenants running in favor of Grantor.

PINNACLE BANK

By: [Signature]  
Its: Sy. Vice President

[Signature]  
Barbara Stone

OMNI-VEST, LLC

By: [Signature]  
Its: Member

[Signature]  
Gary Thompson

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, Pamela C. Gold, a Notary Public in and for said County in said State, hereby certify that John Kirby, whose name as Sr. Vice President of Pinnacle Bank, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 3 day of May, 2000.

Pamela C. Gold  
Notary Public

2/3/2001  
My Commission Expires

STATE OF ALABAMA     )

SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Barbara Stone, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 3 day of May, 2000.

Pamela C. Gold  
Notary Public

My Commission Expires: 2/3/2001

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gary L. Thompson, whose name as Member of Omni-Vest, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily for said limited liability company on the day same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of May, 2000.

Robert S. Pool  
Notary Public

My Commission Expires: 7/11/02

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gary Thompson, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 12<sup>th</sup> day of May, 2000.

Robert S. Pool  
Notary Public

My Commission Expires: 7/11/02

This instrument was prepared without the benefit of a title search or a survey of the easement granted herein.

## EXHIBIT A

A sixty (60) foot strip of land on the eastern most portion of Grantor's land (The East half of the Northeast Quarter of Section 14, Township 20 South, Range 2 East) beginning at the southern boundary of Shelby County Road 76; thence south along said eastern boundary line to the intersection of Chancellor's Ferry Road.

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