

This Instrument was prepared by:

R. Shan Paden, Attorney at Law
PADEN & PADEN
5 Riverchase Ridge, Suite 100
Birmingham, AL 35244
205-987-7210

STATE OF ALABAMA)
COUNTY OF SHELBY)

Inst # 2000-18508

06/06/2000-18508

08:11 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

14.00

003 NWS

AGREEMENT TO GRANT EASEMENT

This agreement is made and entered into this the 19th day of April, 2000, by and between Mary Stone Hamby, a married person, hereinafter referred to as the Grantor, and Omni-Vest, LLC, an Alabama Limited Liability Company, hereinafter 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 NW 1/4 of the SW 1/4 of Section 13, Township 20, Range 2 East and
The NE1/4 of the SW 1/4 of Section 13 Township 20 Range 2 East,

and

WHEREAS, the aforementioned described property does not constitute the homestead of the Grantor nor that of her spouse; and

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); and

WHEREAS, Grantor is agreeable and willing to grant to Grantee the right to widen the said Chancellors Ferry Road within the boundary of her property to a width of sixty foot; and

WHEREAS, Grantor is willing to grant Grantee an additional sixty foot easement along the southern boundary of her property from the centerline of Chancellors Ferry Road where it intersects her southern boundary to the eastern boundary of her property where it adjoins the "Piper Property;"

NOW, THEREFORE, in consideration of the covenants and promises herein set forth and other good and valuable consideration, the Grantor does hereby grant unto the Grantee, its successors and assigns, a permanent means of ingress and egress, easement, and right-of-way, over, on, under, upon, and across the hereinafter described lands of the Grantor situated in Shelby County, Alabama, for the construction and maintenance of a right of way which may be, but it is not required to be, dedicated to the appropriate governmental authority as a public street, avenue, or public thoroughfare, on the hereinafter described land;

The right and privilege to construct, erect, install, operate and maintain electrical lines, telephone lines, water, gas, and sewage mains on, upon, along, over, under, through and across the hereinafter described land;

The right, privilege, and easement to cut, trim, and remove any brush, tree, or other obstructions upon the hereinafter described land, together with the right of ingress and egress to and from, over and above the hereinafter described land, for the purpose of keeping the same clear of all trees, timber, brush undergrowth or any other objectionable obstructions;

Said right-of-way and easement being situated in Shelby County, Alabama and is more particularly described as follows, to-wit:

A sixty foot strip of land beginning at the point that Chancellors Ferry Road intersects the Northern boundary of Grantor's property in the NW 1/4 of the SW 1/4 of Section 13, Township 20, Range 2 East and continuing south and east along the centerline of Chancellors Ferry Road until said Road intersects with the southern boundary of Grantor's property situated in the NE 1/4 of the SW 1/4 of Section 13, Township 20, Range 2 East; and from said point said sixty foot easement shall continue on, over, upon, and under Grantor's property due east along the southern boundary afore described until said easement joins the "Piper property" at the southwest corner of the NW 1/4 of the SE 1/4 of Section 13, Township 20, Range 2 East.

It is understood that said easement or right of way is so given upon the express understanding and condition that the same may be used in conjunction with the use of the Grantor, its successors, assigns and tenants; also that the Grantor, its successors, assigns and tenants will be in no way bound to construct the easement or to keep the same in repair; nor does the Grantor, its successors or assigns, assume any liability or responsibility to the Grantee, its agents, employees, assigns, or any person using said easement by invitation expressed or implied, or otherwise.

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 Mary Stone Hamby, Grantor, has hereunto set her hand and seal on this the 19th day of April, 2000.


Mary Stone Hamby

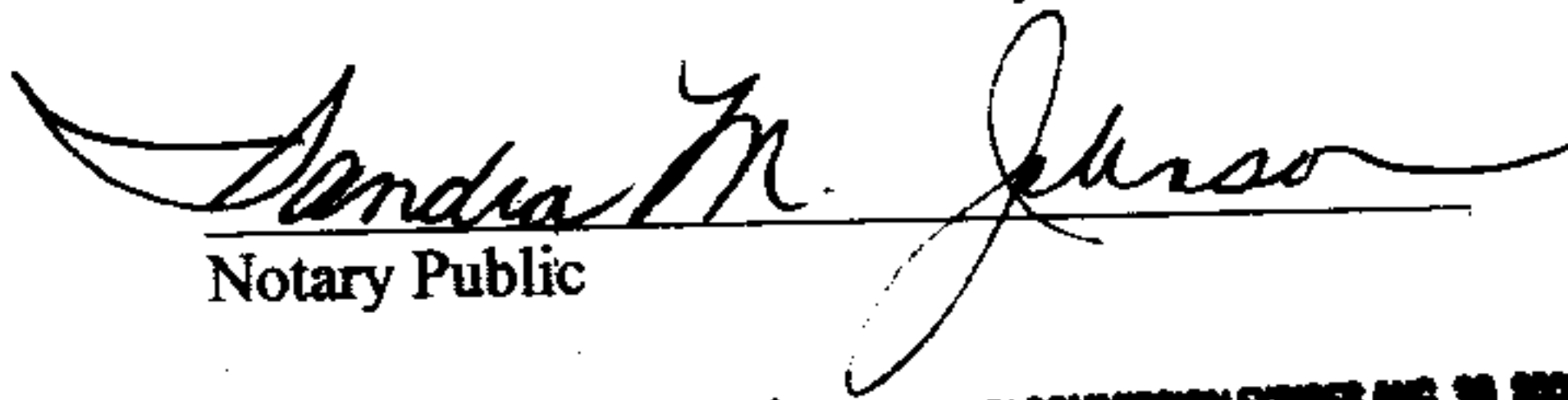
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mary Stone Hamby, a married person, 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 19th day of April, 2000.


Notary Public

My commission expires: MY COMMISSION EXPIRES AUG. 30, 2003

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

Inst # 2000-18508

06/06/2000-18508
08:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
000 NIS 14.00