

STATE OF ALABAMA
SHELBY COUNTY

EASEMENT AGREEMENT

This Easement Agreement made this 8th day of August, 2001, by and between Douglas Joseph, George Dreher and Paul Dreher, (hereinafter Grantor) and Stephen Hayes (hereinafter Grantee).

Agreement

Now, therefore, in consideration of \$1.00 and exchange of easements, in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged. Grantors, to the extent of their right, title and interest, do hereby grant, bargain, sell, and convey unto Grantee, and their successors and assigns, the hereinafter described Easement;

SEE EXHIBIT "A"

To have and to hold to the said Grantee, their successors and assigns forever, for the benefit of the Grantee, subject to the following terms, conditions and reservations;

1. The Easement, with respect to access, is for the benefit of the Grantee, his customers, guest and invites, and Grantee's successors and assigns, and shall be used solely for purpose of ingress and egress to and from the property.
2. As a condition of granting this easement, Grantee agrees that his land which adjoins Grantors land will only be used for single family estate development with no mobile homes, trailer parks, or industrial developments. The Grantee further agrees that Grantors may establish a road connection at some point along their mutual property line

Inst # 2001-35919

08/22/2001-35919
11:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 18.50

in the future. These conditions are binding to Grantee and his heirs, successors and assigns.

3. The Easement herein granted shall run with the land, and shall be perpetual and non-exclusive.

4. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitude running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

5. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.

This is not the homestead of the grantors nor their respective spouse.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed on the date first above written.


Douglas Joseph


George Dreher


Paul Dreher

State of Alabama
Shelby County

I, the undersigned authority, a Notary Public, in and for said County and State, hereby certify that Douglas Joseph, George Dreher and Paul Dreher, are signed to the foregoing Easement Agreement, and who is known to me, acknowledge before me on this day, that being informed of the contents of the foregoing Easement Agreement, they executed the same voluntarily.

Given under my hand and official seal this 8 day of August, 2001.


Notary Public

My commission expires 4-12-03

Exhibit "A"

From a 1.5" pipe accepted as the SW corner of the SE ¼-SE ¼ of Section 18, Township 20 South, Range 1 East, being the point of beginning of herein described 60 foot easement for ingress, egress and utilities, run thence North along the accepted West boundary of said SE ¼-SE ¼ and the West boundary of herein described easement a distance of 1301.40 feet to a ½" rebar at the P.C. of a curve concave left having a delta angle of 55 deg. 58 min. 18 sec. and tangents of 19.39 feet; thence turn 22 deg. 29 min. 09 sec. left and run a chord distance of 35.25 feet; thence turn 22 deg. 29 min. 09 sec. left and run 268.62 feet to a point on the Southeasterly boundary of Shelby County Highway #109 (80 foot right of way); thence turn 84 deg. 44 min. 48 sec. right and run 60.26 feet along said highway boundary to a point of the East boundary of said 60 foot easement; thence turn 95 deg. 15 min. 12 sec. right and run 274.14 feet along said easement boundary to the P.C. of a curve concave right having a delta angle of 55 deg. 58 min. 18 sec. and tangents of 51.27 feet; thence turn 22 deg. 29 min. 09 sec. right and run a chord distance of 90.56 feet to the P. T.; thence turn 22 deg. 29 min. 09 sec. right and run 1301.40 feet along the East boundary of said 60 foot easement to the P.C. of a curve concave right having a delta angle of 18 deg. 56 min. 26 sec. and tangents of 105.00 feet; thence turn 09 deg. 28 min. 13 sec. right and run a chord distance of 207.15 feet to the P. C of a curve concave left having a delta angle of 17 deg. 58 min. 02 sec. and tangents of 95.26 feet; thence turn 00 deg. 29 min. 12 sec. right and run a chord distance of 188.18 feet to the P. T.; thence turn 81 deg. 00 min. 59 sec. right and run 60.00 feet to the P.C. of a curve concave right having a delta angle of 17 deg. 58 min. 02 sec. and tangents of 104.74 feet; thence turn 98 deg. 59 min. 01 sec. right and run a chord distance of 206.92 feet to the P.C. of a curve concave left having a delta angle of 18 deg. 56 min. 26 sec. and tangents of 95.00 feet; thence turn 00 deg. 29 min. 12 sec. left and run a chord distance of 187.40 feet to the point of beginning of herein described easement, situated in the SE ¼-SE ¼ of Section 18, Township 20 South, Range 1 East, and the NE ¼-NE ¼ and the NW ¼-NE ¼ of Section 19, Township 20 South, Range 1 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

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