

State of Alabama)
Shelby County)

TEMPORARY GRADING EASEMENT

It is hereby agreed that **JOE J. JOSEPH and ERNEST A. JOSEPH**, hereinafter called "**Grantors**", for good and valuable consideration in hand paid by **TONY PETELOS and TERESA B. PETELOS**, hereinafter called "**Grantees**", do grant, sell, and convey unto Grantees an easement and right-of-way upon and across the following described property of the Grantors and hereinafter referred to as "**Temporary Grading Easement**": A parcel of land situated in the northeast quarter of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, and being part of Lot 12 and 13 Block 2 according to the A.J. Grafenkamp survey of Buck Creek Cotton Mills, as recorded in Map Book 3 page 9 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Section 2, Township 21 South, Range 3 West and run southerly along the east line of said Section 2 for a distance of 1222.31 feet; thence turn an interior angle to the left of 83 degrees 24 minutes 00 seconds and run westerly for a distance of 400.07 feet; thence turn an interior angle to the right of 89 degrees 57 minutes 03 seconds and run southerly for a distance of 55.03 feet to the point of beginning; thence turn an interior angle to the left of 69 degrees 39 minutes 33 seconds and run northwesterly for a distance of 33.72 feet; thence turn an interior angle to the right of 159 degrees 39 minutes 36 seconds and run westerly for a distance of 37.50 feet; thence turn an interior angle to the right of 154 degrees 06 minutes 12 seconds and run southwesterly for a distance of 130.07 feet; thence turn an interior angle to the right of 25 degrees 51 minutes 42 seconds and run easterly for a distance of 186.13 feet; thence turn an interior angle to the right of 90 degrees 02 minutes 03 seconds and run northerly for a distance of 45.00 feet to the point of beginning. The above-described property contains 0.16 acres more or less.

The temporary grading easement, rights and privileges herein granted shall be used only for the purpose of grading and removing of soil and generally reducing and or lowering the grade on said property and raising the grade of Grantees adjoining property, and providing construction vehicles and heavy equipment ingress and egress to said described property belonging to the Grantors.

The temporary grading easement, rights, and privileges herein granted shall be for a period of six months. Grantors hereby binds themselves, their heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantees, their successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The temporary grading easement, rights, and privileges granted herein are exclusive, and Grantors covenants that they will not convey any other easement or conflicting rights within the area covered by this grant.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

In addition to the temporary grading easement, rights, and privileges herein conveyed, Grantees shall have the right to use so much of the surface of the above-described property of Grantors as may be reasonably necessary to effectuate the soil grading contemplated by this grant.

Grantees shall have the right to cut and trim trees or shrubbery and remove debris which may encroach on the easement area herein conveyed, and Grantees shall dispose of all cuttings, trimmings and debris either by piling and burning within the easement area or by loading and hauling away from the premises. On the completion of such grading, Grantees shall re-seed the affected area of the above-described property with grass and plant small pine trees.

The temporary grading easement, rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantees, or become impossible of performance.


Should the Grantees fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate, and this agreement shall be of no further force or effect.

If the Grantors, or any of the Grantors successors or assigns shall dedicate all or any part of the property affected by this easement, the Grantees, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.

IN WITNESS HEREOF, this instrument is executed this the 28th day of October, 2003.

WITNESS:


JOE J. JOSEPH, Grantor


ERNEST A. JOSEPH, Grantor

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that the Grantors herein, **Joe J. Joseph and Ernest A. Joseph**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 28th day of October, 2003.


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 23, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

