

20081120000445300 1/10 \$41.50 Shelby Cnty Judge of Probate, AL 11/20/2008 02:42:04PM FILED/CERT

STATE OF ALABAMA )
SHELBY COUNTY )

## GRANT OF EASEMENT AND SETTLEMENT AGREEMENT

and entered into by and between Charles A.J. Beavers, Jr. ("Beavers"), Sherwood J. Stamps ("Stamps"), and Mary F. Roensch as Custodian for Mary Allison Roensch under Alabama UGM ("Roensch"), ("Beavers, Stamps and Roensch") and Lenn W. Morris, a married man ("Morris"), on this the 16 day of November 2008.

WHEREAS, Beavers and Stamps are the owners and holders of an easement described and referred to in that certain instrument recorded in Book 122, Page 787, in the Office of the Judge of Probate of Shelby County, and

WHEREAS, Roensch is the owner and holder of an easement described and referred to in that certain instrument recorded in Book 76, Page 719, in the Office of the Judge of Shelby County, Alabama, and

WHEREAS, the aforesaid easements traverse property owned by Morris, said easements being shown and described on the survey attached hereto as Exhibit C, and

WHEREAS, a dispute has arisen as to the mutual rights, duties and obligations of the parties respecting the aforesaid easement, and

WHEREAS, the parties desire to resolve said dispute by the execution of this Agreement.

NOW, THEREFORE, in consideration of One Dollar and No/Dollars (\$1.00) and other good and valuable consideration in hand paid by each party to the other the undersigned do agree as follows:

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1. Morris does hereby grant, bargain, sell and convey a permanent perpetual easement for ingress, egress, and utilities in, over and along the property described in Exhibit B (North Access Easement B) unto Beavers, Stamps and Roensch, for the benefit of their respective properties, separately and severally and to their respective heirs, successors and assigns.

2. Morris does hereby agree to keep and maintain the property described on Exhibit A as North Access Easement A as an unobstructed roadway and substantially in its existing condition, and, Beavers, Stamps, and Roensch shall have the right to use the aforesaid road for any purposes of ingress and egress to and from property now or hereafter owned by them.

3. The parties agree to coordinate with each other the installation of any additional gates and to exchange keys, combinations, or such other things that may be necessary to allow free access to and from their respective properties in, on, over and across the easements referred to herein. Additionally, any gates previously or hereafter installed in, on, over or across the easements referred to herein shall be removed at any time any party hereto requests the removal of such gates.

4. North Access Easement B is presently closed by a fence and gates installed by Morris. Any continued maintenance of this fence and gate shall be deemed permissive and pursuant to a license which may be terminated in accordance with this agreement. Beavers, Stamps or Roensch or their respective heirs and assigns, shall have the right, at any time and upon sixty (60) days written notice to Morris, to restore and reopen North Access Easement B and to remove any fences, structures, gates or other improvements located within North Access Easement B, at which time North Access

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200811200000445300 2/10 \$41.50 Shelby Cnty Judge of Probate, AL 11/20/2008 02:42:04PM FILED/CERT Easement A shall cease and terminate and no further obstruction to North Access Easement B shall be permitted.

5. Any and all rights, obligations, and duties respecting the maintenance of either of the aforesaid easement areas shall not be affected by this agreement but shall continue as they presently exist under and pursuant to those documents creating easements in favor of Beavers, Stamps and Roensch, or their predecessors in interest.

6. The provisions of this instrument shall bind and run with the land and shall be binding upon and inure to the benefit of the undersigned and their respective heirs, successors and assigns.

In witness whereof the parties hereinto set their hands and seals on the day and year written first above.

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Charles A.J. Beavers, Jr. Individually

STATE OF ALABAMA

COUNTY OF THUS (

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles A.J. Beavers, Jr., 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of November, 2008.

Hay Public

Notary Public

[NOTARIAL SEAL]

My commission expires: 6-12-12

Shelby County, AL 11/20/2008 State of Alabama

Deed Tax:\$.50

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Sherwood Stamps
Individually

STATE OF ALABAMA

COUNTY OF when

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sherwood Stamps, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of Name , 2008.

Haye W. Meth Notary Public

[NOTARIAL SEAL]

My commission expires: 6 - 12 - 12

Mary Roensch

As Custodian for Mary Allison Roensch

under Alabama UBMA

STATE OF ALABAMA

I, the undersigned, a notary public in and for said county in said state, hereby certify that Mary Roensch, as Custodian for Mary Allison Roensch under Alabama UGMA, 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 said instrument, she, as such Custodian, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of Morenbur, 2008.

Huge M. Notary Public

[NOTARIAL SEAL]

My commission expires: 6-12-12

Lenn W. Morris Individually

STATE OF ALABAMA	>
COUNTY OF Jeffason	) - )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Lenn W. Morris, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of November, 2008.

Janie M. World

Motary Public

[NOTARIAL SEAL]

My commission expires: 1/-23-10

CONSENTED TO BY:

Traci Boles Morris

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EXHIBIT A

## NORTH ACCESS EASEMENT "A"

STATE OF ALABAMA SHELBY COUNTY

An access easement of undetermined width lying in and being a part of the Northeast quarter of Section 27. Township 18 South, Range 1 East, Shelby County, Alabama, the centerline of which being more particularly described as follows:

COMMENCE at a found channel iron purported to be the Northeast comes of Section 27, Township 18 South, Range 1 East. Shelby County, Alabama; thence proceed S 00°06'27" E along the East line of said Section 27 for 576.96 feet to a point; thence leaving said East line, proceed S 89°53'33" W for 291.89 feet to a point, said point tring in the centerline of an existing drive, said point also being the POINT OF BEGINNING of herein described centerline; thence proceed N 37'96'56" E for 264.89 feet to a point; thence proceed N 43'08'48" E for 112.54 feet to a point; thence proceed N 21'25'26" E for 105.49 feet to a point; thence proceed N 04'10'16" E for 58.64 feet to a point; thence proceed N 43'04'14" W for 64,26 feet to a point; thence proceed N 64'19'08" W for 296.86 feet to a point; thence proceed N 64'04'53" W for 142.28 feet to a point; said point being the POINT OF ENDING of herein described centerline.

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## EXHIBIT B

North easement B

STATE OF ALABAMA SHELBY COUNTY

A proposed 60 feet wide access easement situated in the Northeast 1/4 of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, said easement lying 30 feet on both sides of its centerline, said centerline being more particularly described as follows:

COMMENCE at a found channel iron purported to be the Northeast corner of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed N 89°37'25" W along the Northerly line of said section for 334.32 feet to the POINT OF BEGINNING of herein described centerline of 60 feet wide easement; thence leaving the Northerly line of said section proceed S 44°20'10" W for 46.30 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 19°01'43", a radius of 180.00 feet, and a chord bearing S 34°49'19" W for a chord length of 59.51 feet; thence proceed Southwesterly along the arc of said curve 59.78 feet to a point; thence proceed S 25°18'27" W for 103.19 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 26°32'56", a radius of 183.61 feet, and a chord bearing S 12°02'00" W for a chord length of 84.32 feet; thence proceed Southwesterly along the arc of said curve 85.08 feet to a point; thence proceed S 01°14'28" E for 29.84 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 14°19'26", a radius of 230.00 feet, and a chord bearing S 08°24'12" E for a chord length of 57.35 feet; thence proceed Southerly along the arc of said curve 57.50 feet to a point; thence proceed S 15°33'55" E for 57.63 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 13°03'54", a radius of 180.00 feet, and a chord bearing S 22°05'51" E for a chord length of 40.96 feet; thence proceed Southeasterly along the arc of said curve 41.04 feet to a point; thence proceed S 28°37'48" E for 286.47 feet to the POINT OF ENDING of herein described centerline of a 60 feet wide easement.

Said easement contains 1.06 acres more or less.

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EXHIBIT C 200811200000445300 10/10 \$41.50 Shelby Cnty Judge of Probate, AL 11/20/2008 02:42:04PM FILED/CERT △=19'01'43" R=180.00' L=59.78' 5 44'20'10" W 46.30 C LEN=59.15' BRG=\$ 34'49'19" W 1557,73 POB "B" N 89'37'25" W 334.32' SECTION LINE \_CHANNEL IRON S 25'18'27" W / N 64'04'53" W 142.28 S 53"22"24" E 3.43" △=26'32'56" N 43'04'14" W 64.26' R=183.61' L=85.08' **TEMPORARY** N 04"10"16" E 58.64" C LEN=84.32' **ACCESS** S 01'14'28" E BRG=S 12"02"00" W EASEMENT "A" N 21'25'26" E 105.49 Δ = 14'19'26"-R=230.00' L=57.50' C LEN=57.35' BRG=\$ 08'24'12" E 00'06'2 802.38 15°33'55" E 57.63 Δ=13'03'54"

R=180.00'

L=41.04'

C LEN=40.96'

BRG=\$ 22'05'51" E NORTH ACCESS EASEMENT "B" S 89'53'33" W MORRIS PARCEL N 89\*37'25" W 1045,71 **IPF** Temporary Easement A STATE OF ALABAMA SHELBY COUNTY An access easement of undetermined width lying in and being a part of the Northeast quarter of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, the centerline of which being more particularly described as follows: COMMENCE at a found channel iron purported to be the Northeast corner of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama; thence proceed S 00°06'27" E along the East line of said Section 27 for 676.96 feet to a point; thence leaving said East line, proceed S 89°53'33" W for 291.89 feet to a point, said point lying in the centerline of an existing drive, said point also being the POINT OF BEGINNING of herein described centerline; thence proceed N 37°06'56" E for 264.69 feet to a point; thence proceed N 43°08'48" E for 112.54 feet to a point; thence proceed N 21°25'26" E for 105.49 feet to a point; thence proceed N 04°10'16" E for 58.64 feet to a point; thence proceed N 43°04'14" W for 64.26 feet to a point; thence proceed N 84°19'08" W for 206.86 feet to a point; thence proceed N 64°04'53" W for 142.28 feet to a point; said point being the POINT OF ENDING of herein described centerline. North easement B STATE OF ALABAMA SHELBY COUNTY A proposed 60 feet wide access easement situated in the Northeast 1/4 of Section 27, Township 18 South, Range 1 East. Shelby County, Alabama, said easement lying 30 feet on both sides of its centerline, said centerline being more particularly described as follows: 312.00 COMMENCE at a found channel iron purported to be the Northeast corner of Section 27. Township 18 South, Range 1 East, Shelby County, Alabama: thence proceed N 89°37'25" W along the Northerly line of said section for 334.32 feet to the POINT OF BEGINNING of herein described centerline of 60. N 89°53'33" E feet wide easement; thence leaving the Northerty line of said section proceed \$ 44\*20\*10\* W for 46.30 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 19°01'43", a radius of 180.00 feet, and a chord bearing S 34°49'19" W for a chord length of 59.51 feet; thence proceed Southwesterly along the arc of said curve 59.78 feet to a point; thence proceed S 25"18'27" W for 103.19 feet to a point lying at the beginning of a curve to the left, said curve having a central angle of 26"32'56", a radius of 183.61 feet, and a chord bearing S 12"02'00" W for a chord length of 84.32 feet; thence proceed Southwesterly along the arc of said curve 85.08 feet to a point; thence proceed S 01\*14\*28\* E for 29.84 feet to a NOTE: point lying at the beginning of a curve to the left, said curve having a central angle of 14°19'26", a radius of 230.00 feet, and a chord bearing S 08°24'12". E for a chord length of 57.35 feet; thence proceed Southerly along the arc of said curve 57.50 feet to a point; thence proceed S 15\*33'55" E for 57.63 feet The purpose of this drawing is to to a point lying at the beginning of a curve to the left, said curve having a central angle of 13"03'54", a radius of 180.00 feet, and a chord bearing S. Westrote North Access Ecsement "B" and Temporary Access Easement "A" on 22"05'51" E for a chord length of 40.96 feet; thence proceed Southeasterly along the arc of said curve 41.04 feet to a point; thence proceed S 28"37'48" indicated by Revision 5. E for 286 47 feet to the POINT OF ENDING of herein described centerline of a 60 feet wide easement. All other information shown for Said easement contains 1.06 acres more or less. improvements other than shown may exist on the site, surveyor makes no statement as to improvements. No title search was made in the preparation of this drawing, surveyor makes no statement as to title. McCULLERS-CAPPS & ASSOCIATES, INC. Surveyors-Moppers-Consultants (205) 957-1519 I hereby state that all parts of this survey and drawing have been completed in 5533 Bankheod Highway LEGEND Birmingham, Alabama 35210 accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief. SALINEVO FATE STATES OUTSIDE IN METALOS METALO UT O SIGN PM FOUND 80 FEET WIDE ACCESS EASEMENT Surveyors Signature: 2 c.018 C.0 CONCRETE MONUMENT FOLING Alabama License No. 15154 TEMPORARY EASEMENT OF UNDETERMINED WIDTH ACTUS
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PROPERTY OF THAY
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PART OF THE THAT Jim C. McCullers, PLS Date: 10/23/07 SECTION 27, TOWNSHIP 18 SOUTH, RANGE 1 EAST SHELBY COUNTY ALABAMA A REAVERSE POSIT D NAMES AND