

# 500

PREPARED BY:  
InSite Engineering, LLC  
100 Chase Park South, Suite 200  
Hoover, Alabama 35244



20110308000076970 1/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
03/08/2011 11:34:41 AM FILED/CERT

**EASEMENT FOR INGRESS AND EGRESS**

STATE OF ALABAMA  
COUNTY OF SHELBY  
DATE: FEBRUARY 17, 2011

KNOW ALL MEN BY THESE PRESENTS:

THAT, Venture Developers, LLC ("Grantor"), is pursuant to Lot 1 as recorded in Map Book 21 Page 60, the owner of real property situated in city limits of Alabaster, County of Shelby, State of Alabama, hereto (the "premises").

THAT, Southern Landmark Development ("Grantee"), is the owner of Lot 2-A as recorded in Map Book 23 Page 20 attached hereto (the "property"), which property is adjacent to the premises.

THAT, to assure a perpetual means of ingress and egress to the property, for one dollar (\$1.00) and other good and valuable consideration paid from Grantee to Grantor, Grantor CREATES, GRANTS, BARGAINS, AND CONVEYS to Grantee and Grantee's heirs and assigns a perpetual easement and right of way for ingress and egress purposes for the benefit of the property in, upon and over the premises to be located as identified and delineated on the survey attached hereto as EXHIBIT A, as more specifically described on EXHIBIT B attached hereto.

Grantor and Grantee shall each pay on-half (1/2) of the cost of maintaining, repairing, and /or replacing the driveway and improvements thereon; provided, however, that any damage other than ordinary wear and tear caused by either Grantors or Grantee, or their agents, tenants, visitors and/or licenses shall be paid by such party causing such damage.

Grantor and Grantee hereto, for themselves, their heirs, executors and assigns, further agree that the driveway at all times be kept open for the free ingress and egress of each of the owners of said adjoining premises, or their tenants, and that neither party hereto, their heirs or assigns, shall in any manner obstruct or attempt to obstruct said driveway as to prevent the free access intended to be enjoyed by both parties.

IN WITNESS WHEREOF the Grantor has executed this easement this 3 day of March, 2011.

Signed, Sealed and Delivered  
BY:

Sign: Michael L. Wood 11- A Owens Parkway  
Birmingham, Alabama 35244

Name: Michael L. Wood

Grantor Acknowledgment

STATE OF ALABAMA COUNTY OF SHELBY

Sandra G Yates, a Notary Public in and for said County and State, hereby certify that Michael L. Wood on behalf of and with the authority of Venture Developers, LLC, a Limited Liability Company, having signed this easement, and being known to me (or whose identity has been proven on the basis of satisfactory evidence), acknowledged before me this day that, being informed of the contents of the conveyance, the Grantor has executed this easement voluntarily and with lawful authority.

Given under my hand and seal, this 3<sup>rd</sup> day of March, 2011.

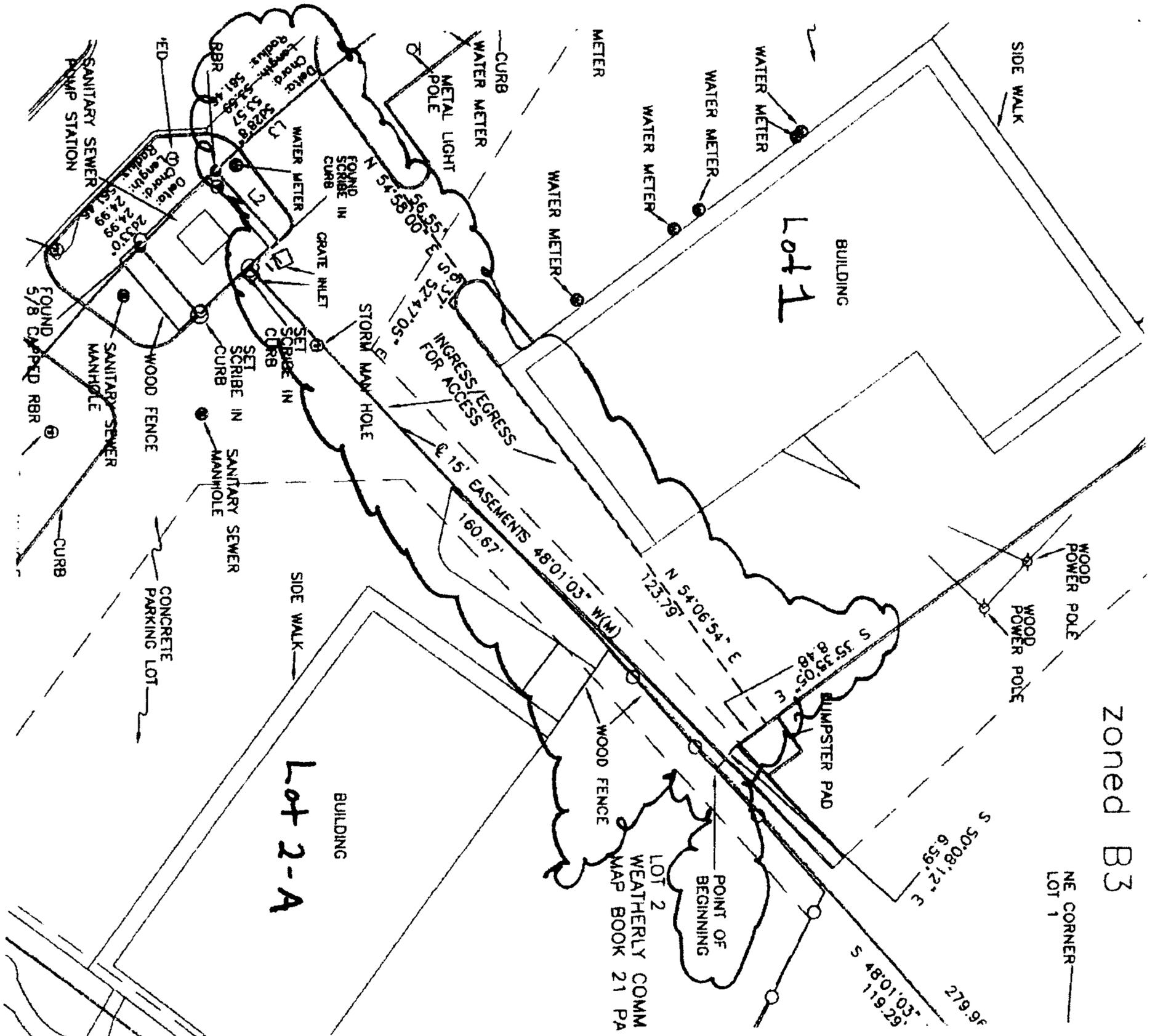
Notary Public for the State of Alabama

My Commission expires: 6-5-14



20110308000076970 2/3 \$18.50  
 Shelby Cnty Judge of Probate, AL  
 03/08/2011 11:34:41 AM FILED/CERT

EXHIBIT A



**EXHIBIT B**



20110308000076970 3/3 \$18.50  
Shelby Cnty Judge of Probate, AL  
03/08/2011 11:34:41 AM FILED/CERT

STATE OF ALABAMA  
SHELBY COUNTY

**A INGRESS AND EGRESS EASEMENT:** Commence at a 5/8" capped rebar being the Northwest corner of Lot No. 2 of the Weatherly Commercial Subdivision as shown by map of said subdivision on record in the office of the judge of Probate of Shelby County, Alabama, in Map Book 21 at Page, 60; thence proceed South 48° 01' 03" West along the West boundary of said Lot No. 2 of said subdivision for a distance of 119.29 feet to the point of beginning of said easement. From this beginning point continue South 48° 01' 03" West along the East boundary of said easement for a distance of 160.67 feet (scribe in curb); thence proceed North 41°00' 18" West for a distance of 9.16 feet; thence proceed South 48° 39' 21" West for a distance of 21.96 feet to a 5/8" capped rebar being located on the Northeasterly right-of-way of Weatherly Club Drive; thence proceed North 38° 15' 57" West for a distance of 31.87 feet ; thence proceed North 54° 58' 00" East for a distance of 56.55 feet; thence proceed South 52° 47' 05" East for a distance of 6.37 feet; thence proceed North 54° 06' 54" East for a distance of 123.79 feet; thence proceed South 35° 35' 05" East for a distance of 8.48 feet; thence proceed South 50° 08' 12" East for a distance of 6.59 feet to the point of beginning.

According to a survey provided by James M. Ray of Ray and Gilliland P.C dated the 17th day of February, 2011.

Note: No title search of the public records has been performed by this Ray and Gilliland PC and land shown hereon was not abstracted for easements and /or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. Ray and Gilliland PC does not look for underground sewer or flip manhole covers. This survey or legal is not transferable without written permission and may only be used by the person/company that pays for it at time of survey.