#### AGREEMENT FOR INGRESS EGRESS EASEMENT

### STATE OF ALABAMA COUNTY OF SHELBY

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, Margaret Allen, an unmarried woman, Gerald W. Oldham, a married man, Brenda Morris f/k/a Brenda S. Matthews, a married woman (the Grantor) do hereby grant to Margaret Allen, an unmarried woman, Gerald W. Oldham, a married man, Brenda Morris f/k/a Brenda S. Matthews, a married woman, Fonda Thomas f/k/a Fonda L. Higgins, a married woman (the Grantee) her successors and assigns, an ingress egress easement over, across and under the hereinafter described real estate situated in Shelby County, Alabama,

## See Exhibit "A" Legal Description attached hereto and made a part hereof.

For the consideration aforesaid, the Grantor does grant unto the Grantee the right and privilege of a perpetual use of said ingress egress easement. The Grantor shall require that any construction, maintenance or repair work on the real property described in "Exhibit" A, which required use of this ingress egress easement, shall be done in a workmanlike manner and that any damage to the Grantor's property which results from said construction, maintenance and/or repair activities will be corrected by the Grantee, at Grantee's sole expense.

The Grantee shall indemnify and hold the Grantor harmless from any liability or damage arising from the use of said easement or from the liability or damage from construction of improvements that the Grantees place within the property described in "Exhibit A" or any loss, damages, claims or causes of action arising out of the use, construction or maintenance of which this ingress egress easement is used.

This easement is for the exclusive use of ingress and egress to the property described in "Exhibit A" and under no circumstances shall it be used to connect or intersect with another street or road.

If any one or more of the provisions of this ingress egress easement agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

In Witness Whereof, the Grantor and Grantee hereby agree to be bound by the terms and conditions of this agreement, and have hereunto set his hand and seal this 11<sup>th</sup> day of July, 2012.

Margaret Alten

Brenda Morris f/k/a Brenda S. Matthews

Gerald W. Oldham

Fonda Thomas f/k/a Fonda L. Higgins

# STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Margaret Allen, an unmarried woman, Gerald W. Oldham, a married man, Brenda Morris f/k/a Brenda S. Matthews, a married woman, Fonda Thomas f/k/a Fonda L. Higgins, a married woman whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 11th day of July, 2012.

STEPHANIE JONES
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
February 26, 2013

Notary Public

My Commission Expires:

Shelby County, AL 07/11/2012 State of Alabama Deed Tax: \$.50

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### EXHIBIT "A"

DESCRIPTION FOR A 30' INGRESS, EGRESS, AND UTILITY EASEMENT COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH

RANGE 3 WEST. THENCE RUN SOUTH 88\* 42' 25 " EAST ALONG THE NORTH LINE OFSAID 1/4 SECTION FOR

A DISTANCE OF 208.71' TO A POINT ON SAID NORTH LINE, THENCE SOUTH 10\* 47' 09 WEST A

DISTANCE OF 112.40 TO A POINT. SAID POINT BEING THE POINT OF BEGINNING OF A 30' WIDE INGRESS,

EGRESS, AND UTILITY EASEMENT LYING 15' EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE.

THENCE RUN SOUTH 40\*43'38"WEST FOR FOR A DISTANCE OF 35.94'; THENCE RUN SOUTH 16\*58'10" WEST

FOR A DISTANCE OF 32.85'; THENCE RUN SOUTH 00\*02'16" EAST FOR A DISTANCE OF44.69'; THENCE RUN

SOUTH 00\*00'28" EAST FOR A DISTANCE OF 452.65' TO THE INTERSECTION OF THE SOUTH LINE OF THE

NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 20, RANGE 3 WEST.

TO THE END OF SAID EASEMENT.

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20120711000247350 2/2 \$15.50 Shelby Cnty Judge of Probate, AL 07/11/2012 03:01:35 PM FILED/CERT