

**Easement for Private Road**

20150806000270960

08/06/2015 11:35:30 AM

ESMTAROW 1/11

STATE OF ALABAMA )

COUNTY OF SHELBY )

Consideration: \$500.00

THIS AGREEMENT ("Agreement") made this the 2<sup>nd</sup> day of August, 2015 by and between Ruth Phillips, an unmarried woman, whose address is 411 Old Oak Cv. Chelsea 38043, Thomas W. and Leigh A. McManus, husband and wife, whose address is 336 Old Oak Cv., Chelsea, AL 38043 and James R. and Karen J. England, husband and wife, whose address is 465 Old Oak Cove Chelsea, AL 38043 and Jerry Shane Roberts and Laurie Jones Roberts, husband and wife, whose address is 497 Old Oak Cv., Chelsea, AL 38043 Collectively referred to as the "Parties".

**RECITALS**

The Parties recite and declare:

- A. The Parties have an interest in adjoining real property located in Shelby County, Alabama.
- B. The Parties wish to be assured of access to their respective lands by way of a private road.
- C. It has been determined by the Parties that the granting of an easement by each party to the other for the purpose of such private road will be advantageous and to the best interests of all parties and will afford a more useful and satisfactory ingress and egress in and to their respective properties.

WHEREFOR, the Parties agree as follows:

1. Each Party does hereby grant unto the other Parties a permanent easement for right of way hereinafter described, over, on, upon and across the lands of each of the Parties in Shelby County, Alabama for a private road, said right of way herein granted being more particularly described as follows:

Commence at the Northeast corner of Lot 4, Phillips Rural Subdivision, as recorded in Map Book 44, Page 98, Shelby County, Alabama; thence run along the Northern boundary of said Lot 4 in a Westerly direction for a distance of

171.35 feet to the point of beginning of the centerline of a 30 foot ingress/egress easement; thence turn an interior angle to the left of  $43^{\circ} 19' 59''$  and run in a Northeasterly direction along the centerline of a road for a distance of 333.41 feet to a point; thence turn an interior angle to the right of  $161^{\circ} 30' 25''$  and run in a Northeasterly direction for a distance of 179.51 feet to a point; thence turn an interior angle to the left of  $139^{\circ} 00' 13''$  and run in a Northeasterly direction for a distance of 75.37 feet to a point; thence turn an interior angle to the left of  $152^{\circ} 57' 19''$  and run in an Easterly direction for a distance of 179.56 feet to a point; thence turn an interior angle to the right of  $170^{\circ} 35' 37''$  and run in an Easterly direction for a distance of 948.56 feet to a point; thence turn an interior angle to the right of  $90^{\circ}$  and run in a Northerly direction for a distance of 13.5 feet, more or less, to the centerline of Oak Tree Drive.

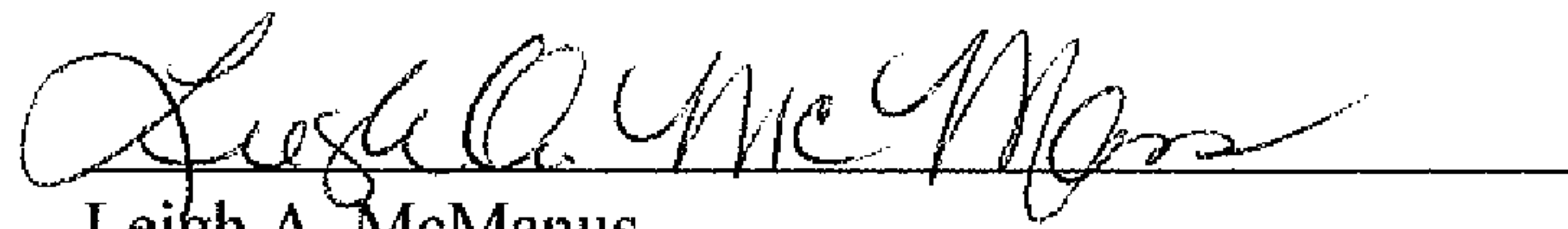
2. The access granted herein will be for the use of the Parties, their invitees, licensees and those doing business with the Parties.
3. The road described above shall be construed and maintained in good repair as reasonably deemed necessary by the Parties whose properties abut the road and those Parties who use the road on a daily basis as ingress and egress to their primary residential properties and the cost and expense of such repairs and maintenance shall be born equally by those parties proportional of required shared properties but not beyond owned properties..
4. This Easement for a Private Road shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, heirs and assigns.
5. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if mailed to the respective address of each Party as set forth at the beginning of this Agreement, or as may be later provided in writing by any Party. Notice may be given by personal delivery, facsimile or overnight delivery properly receipted.
6. Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing, signed by each Party or an authorized representative of each Party.
7. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

8. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Facsimile signatures are acceptable and shall be considered originals for all purposes.
9. This Agreement constitutes the entire agreement between the Parties and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding on any Party except to the extent incorporated in this Agreement.

IN WITNESS, each Party to this Agreement has caused to be executed on the date or dates indicated below, as effective as of the date first written above.

  
Ruth Phillips

  
Thomas W. McManus

  
Leigh A. McManus

  
James R. England

  
Karen J. England

Jerry Shane Roberts

Laurie Jones Roberts

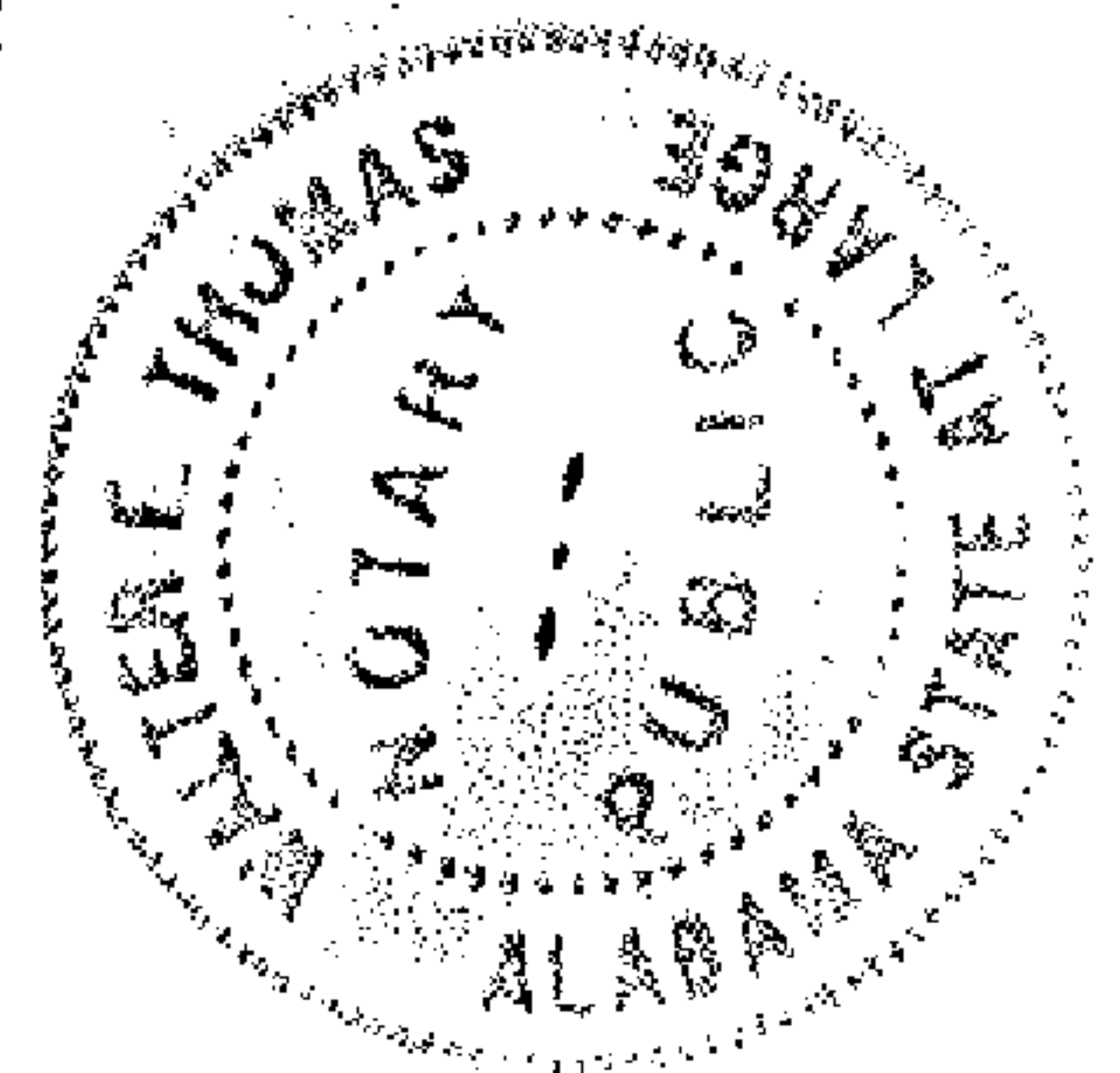
STATE OF ALABAMA )  
County of Shelby )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Thomas L McManus, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3<sup>rd</sup> day of August, 2015.

5/21/2016  
My Commission Expires:

Walter E. Thomas  
NOTARY PUBLIC



STATE OF ALABAMA )  
County of Shelby )

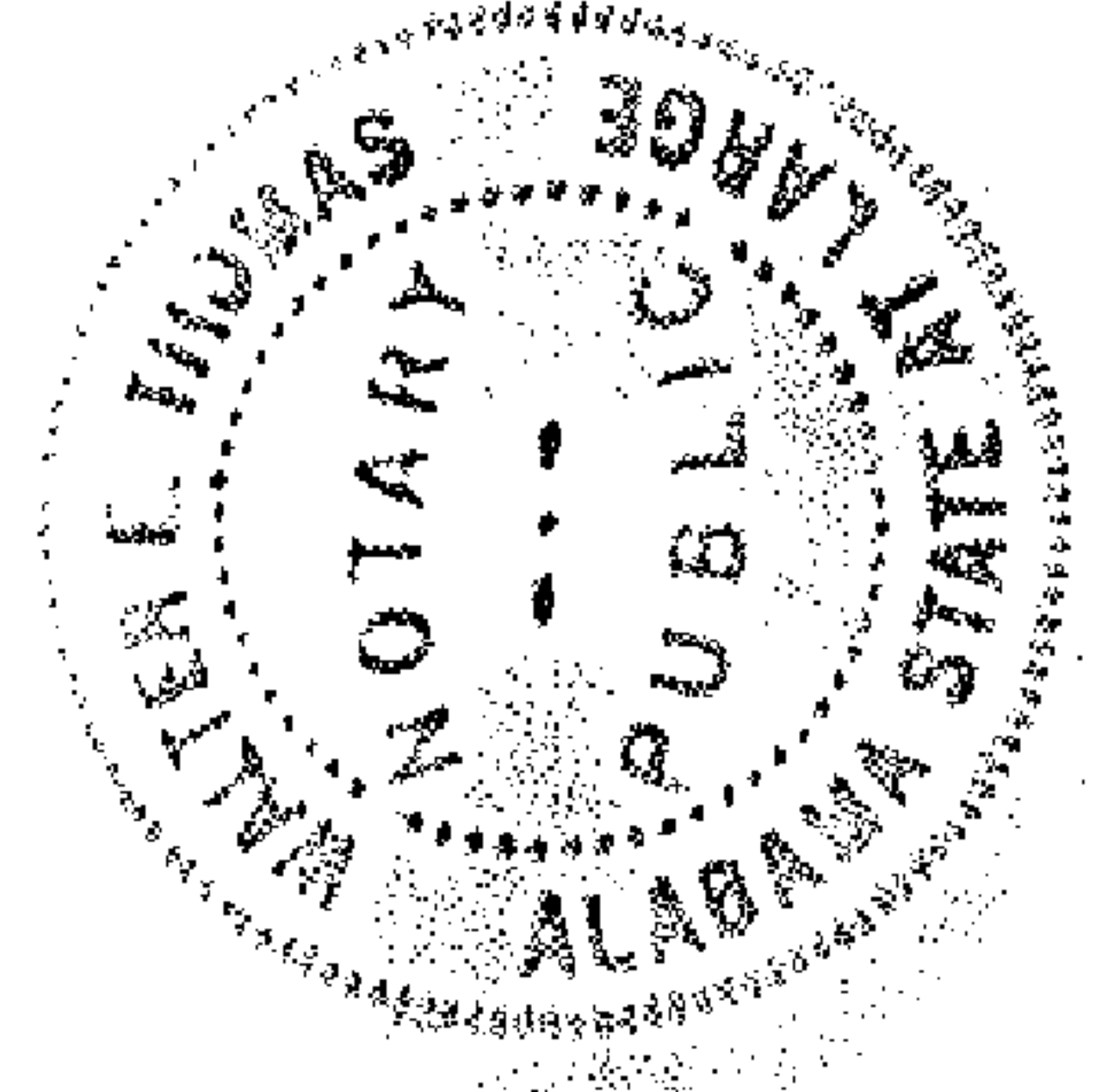
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Leish Anne McManus, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3<sup>rd</sup> day of August, 2015.

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5/21/2016  
My Commission Expires:

Walter E. Thun  
NOTARY PUBLIC



STATE OF ALABAMA )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Ruth Phillips, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5<sup>th</sup> day of August, 2015.

3/5/17  
My Commission Expires:

[Signature]  
NOTARY PUBLIC



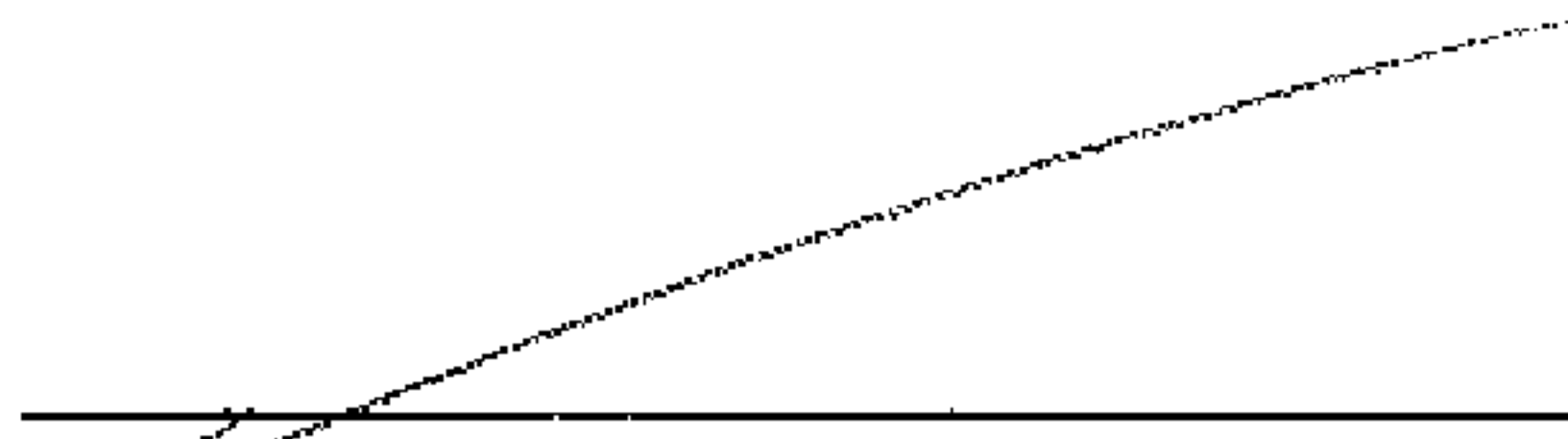


8. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Facsimile signatures are acceptable and shall be considered originals for all purposes.
9. This Agreement constitutes the entire agreement between the Parties and any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding on any Party except to the extent incorporated in this Agreement.

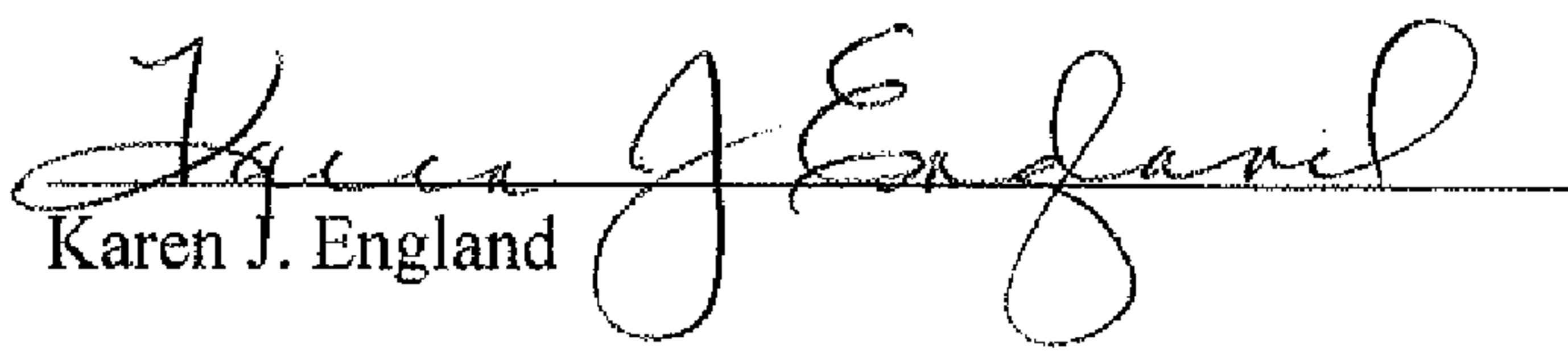
IN WITNESS, each Party to this Agreement has caused to be executed on the date or dates indicated below, as effective as of the date first written above.

  
\_\_\_\_\_  
Ruth Phillips

  
\_\_\_\_\_  
Thomas W. McManus

  
\_\_\_\_\_  
Leigh A. McManus

  
\_\_\_\_\_  
James R. England

  
\_\_\_\_\_  
Karen J. England

Jerry Shane Roberts

Laurie Jones Roberts

STATE OF ALABAMA )  
County of SHELBY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JAMES R. ENGLAND, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15<sup>th</sup> day of JUNE, 2015.

4/22/18  
My Commission Expires:

Jan Wallace  
NOTARY PUBLIC

STATE OF ALABAMA )  
County of SHELBY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that KAREN J. ENGLAND, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15<sup>th</sup> day of JUNE,  
2015.

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4/22/18  
My Commission Expires:

Jan Wallace  
NOTARY PUBLIC

STATE OF ALABAMA )  
County of \_\_\_\_\_ )

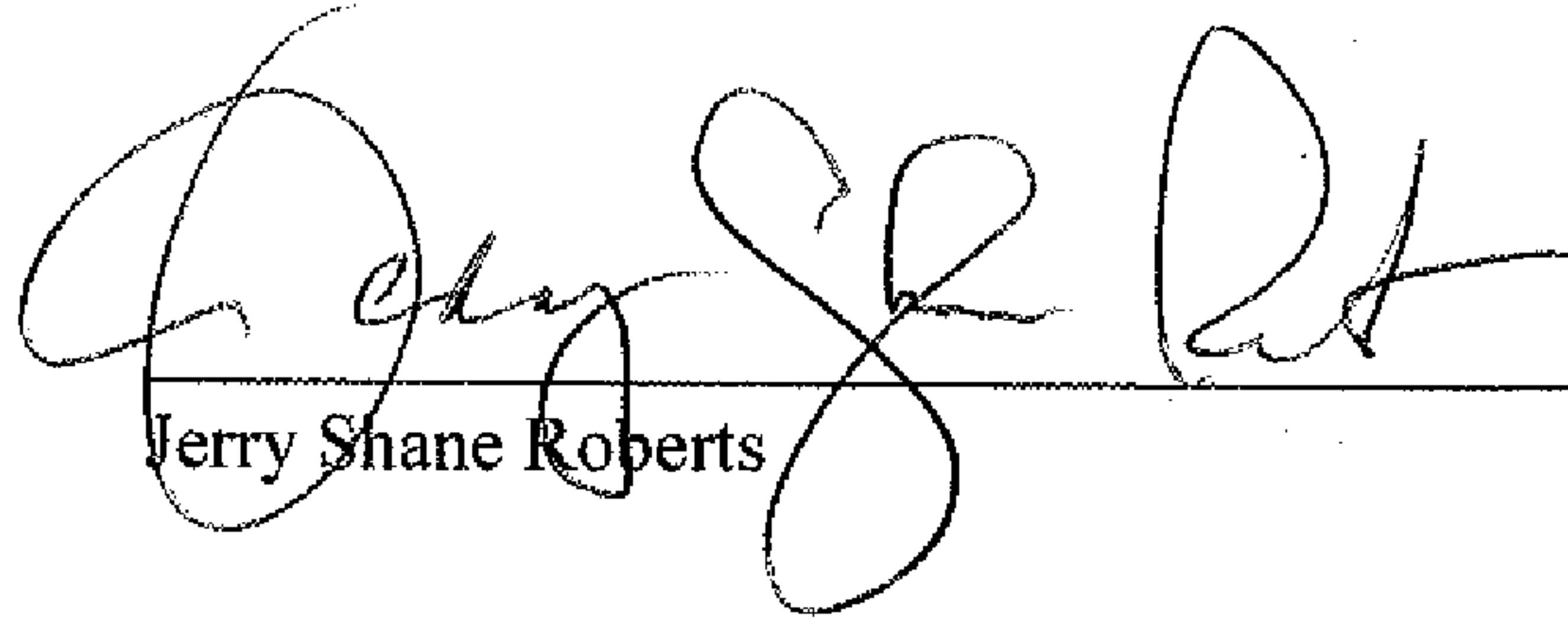
I, the undersigned, a Notary Public, in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name is signed to the  
foregoing instrument, who is known to me, acknowledged before me on this day that  
being informed of the contents of this instrument, he/she executed the same  
voluntarily on the day the same bears date.

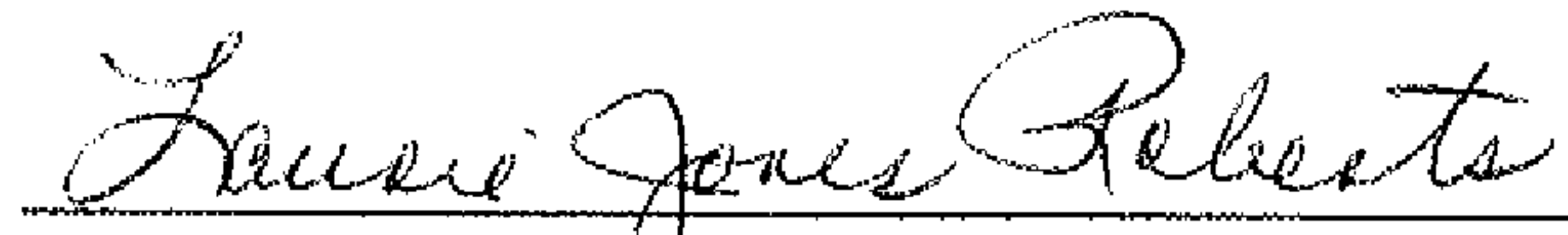
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC



  
Jerry Shane Roberts

  
Laurie Jones Roberts

STATE OF ALABAMA )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name is signed to the  
foregoing instrument, who is known to me, acknowledged before me on this day that  
being informed of the contents of this instrument, he/she executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ALABAMA )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name is signed to the  
foregoing instrument, who is known to me, acknowledged before me on this day that  
being informed of the contents of this instrument, he/she executed the same  
voluntarily on the day the same bears date.

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STATE OF ALABAMA )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name is signed to the  
foregoing instrument, who is known to me, acknowledged before me on this day that  
being informed of the contents of this instrument, he/she executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ALABAMA )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, in and for said County in said State, hereby  
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foregoing instrument, who is known to me, acknowledged before me on this day that  
being informed of the contents of this instrument, he/she executed the same  
voluntarily on the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ALABAMA )  
County of Shelby )

I, the undersigned, a Notary Public, in and for said County in said State, hereby  
certify that Jerry Shane Roberts, whose name is signed to the

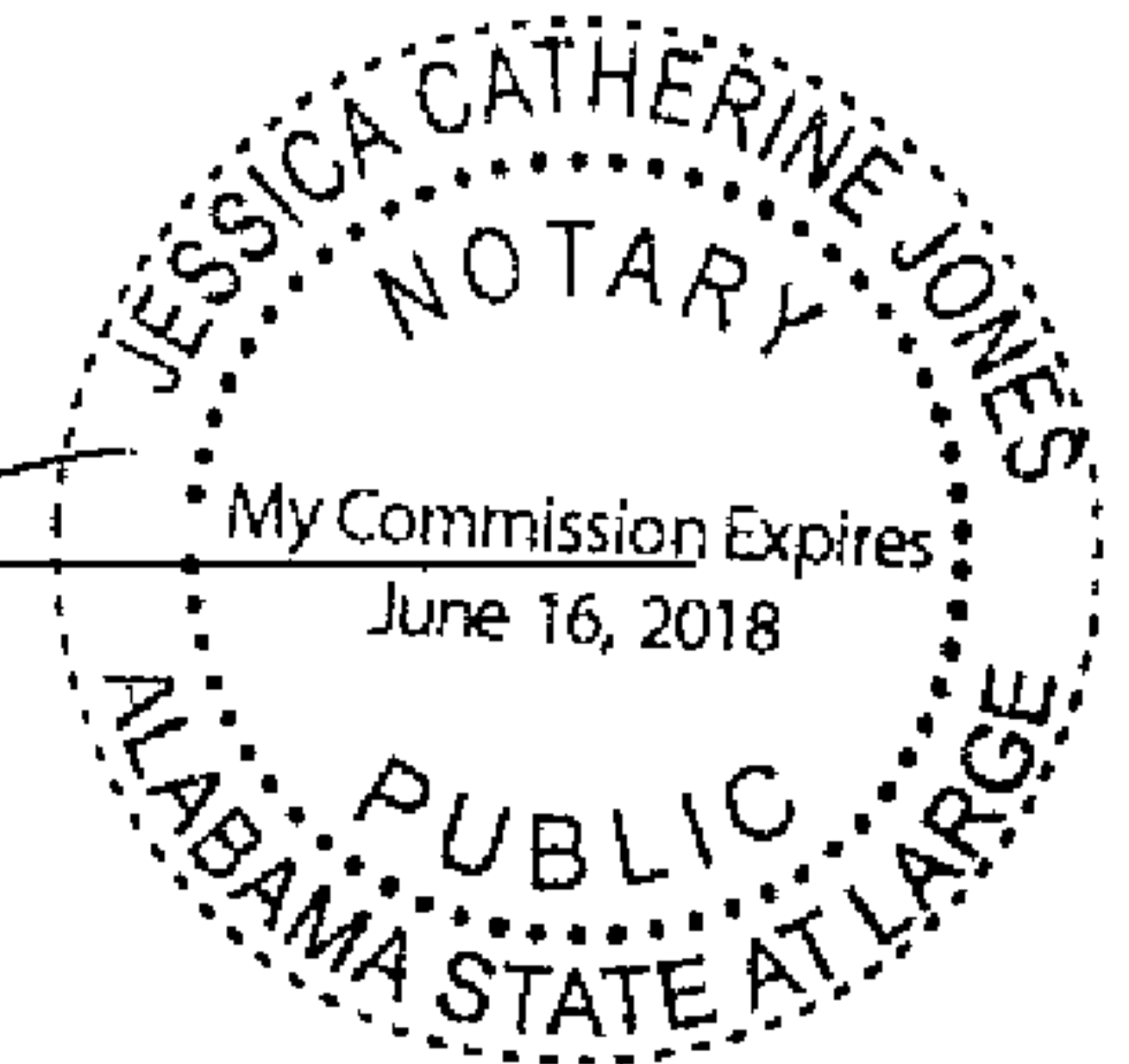
20150806000270960 08/06/2015 11:35:30 AM ESMTAROW 11/11

foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12<sup>th</sup> day of June, 2015.

June 16, 2018  
My Commission Expires:

[Signature]  
NOTARY PUBLIC

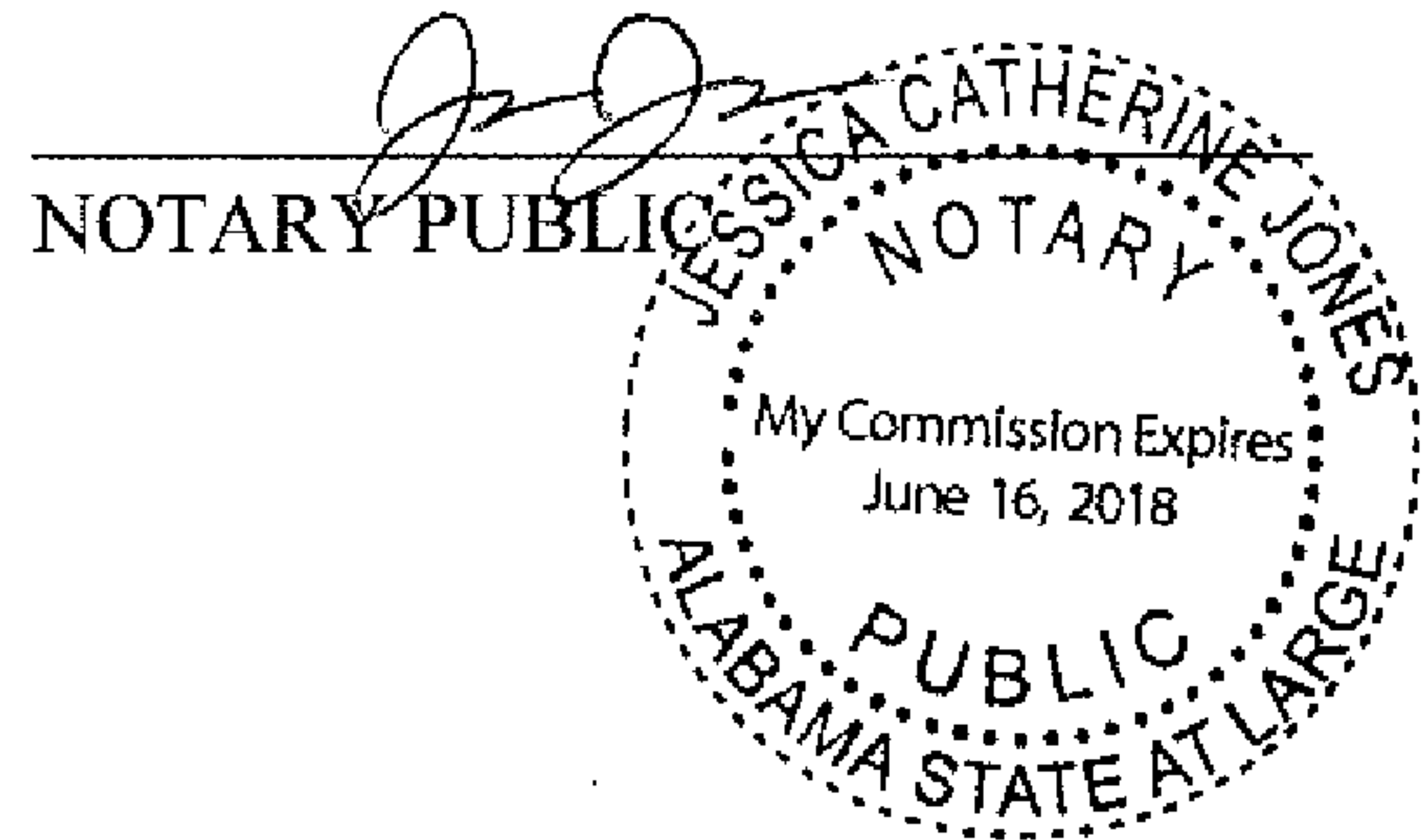


STATE OF ALABAMA )  
County of Shelby )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Laurie Jones Roberts, whose name is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he/she executed the same voluntarily on the day the same bears date.

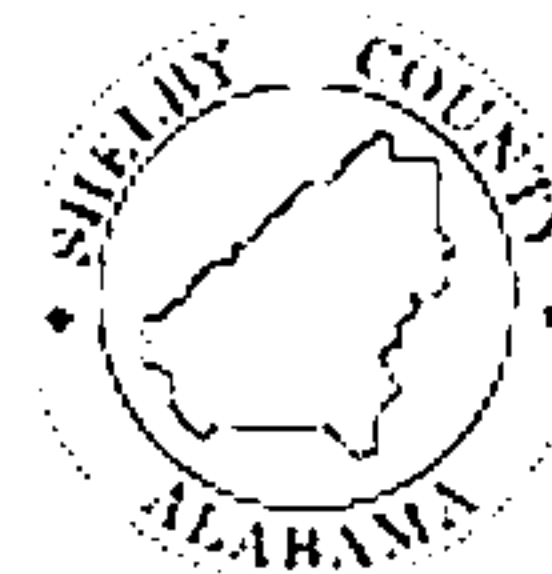
Given under my hand and official seal this the 12<sup>th</sup> day of June, 2015.

June 16, 2018  
My Commission Expires:



*This Instrument Prepared by:*

Jack R. Thompson, Jr., Esq.  
The Law Office of Jack R. Thompson, Jr., LLC  
3500 Colonnade Parkway  
Suite 350  
Birmingham, Alabama 35243



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/06/2015 11:35:30 AM  
\$44.50 CHERRY  
20150806000270960

[Signature]