

THIS INSTRUMENT WAS PREPARED BY:

✓ Robert L. Robinson  
3908 Jackson Blvd.  
Birmingham, Al. 35213

EASEMENT

STATE OF ALABAMA)  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS: that for and in the consideration of TEN DOLLARS (\$10.00), to the undersigned Grantors, Lee John Wright Jr. and wife Elizabeth Wood Wright, the receipt whereof is hereby acknowledged; the said Grantors do hereby remise, release, and quit claim unto DARGIN RECREATIONAL FARM - AN ALABAMA GENERAL PARTNERSHIP, hereinafter known as Grantee, an Easement for ingress and egress, said easement being 30 feet in width and more particularly described by the original Easement granted by Charles E. McCombs to Lee John Wright Jr. and wife Elizabeth Wood Wright; which is attached hereto and made a part hereof. This original Easement is recorded in the Office of the Judge of Probate, Shelby County, Alabama in Book 056 Page 600.

TO HAVE AND TO HOLD the said easement hereinabove granted to the said DARGIN RECREATIONAL FARM - AN ALABAMA GENERAL PARTNERSHIP, their heirs and assigns, for the use and purposes aforesaid and for no other purpose.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 30th day of June, 1992.

  
Lee John Wright, Jr.  
  
Elizabeth Wood Wright

STATE OF ALABAMA)  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lee John Wright, Jr. and wife, Elizabeth Wood Wright, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date,

Given under my hand and official seal this 2nd day of July 1992.

  
Christine T. Burns  
Notary Public

Notary Public, Alabama State At Large.  
My Commission Expires August 16, 1995

561  
EASEMENT

STATE OF ALABAMA )

SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, that for and in the consideration of the sum of One Thousand Sixty and no/100 Dollars (\$1,060.00), to the undersigned grantor, Charles E. McCombs, the receipt whereof is hereby acknowledged, the said Charles E. McCombs does remise, release, and quit claim unto the said Lee John Wright, Jr. and wife, Elizabeth Wood Wright, an Easement for ingress and egress, said easement being thirty (30) feet in width, and being more particularly described as follows:

Commence at a 3" capped pipe found in place at the NW corner of Section 36, T-21s, R-2w; thence run Easterly along a fence line for a distance of 1298.91 feet to the point of beginning of the strip of land herein described; thence continue along said fence line a distance of 30.00 feet to an iron rail found in place; thence turn an angle of 90 deg. 00 min. 00 sec. to the right and run a distance of 19.14 feet to a point; thence turn an angle of 65 deg. 39 min. 21 sec. to the left and run a distance of 77.32 feet to a point; thence turn an angle of 31 deg. 12 min. 03 sec. to the right and run a distance of 268.77 feet to a point; thence turn an angle of 26 deg. 35 min. 11 sec. to the right and run a distance of 279.14 feet to a point; thence turn an angle of 45 deg. 44 min. 06 sec. to the left and run a distance of 124.25 feet to a point on the present 40 foot right-of-way line of State Highway No. 70; thence turn an angle of 120 deg. 01 min. 00 sec. to the right and run along said 40 foot right-of-way line a distance of 34.65 feet to a point; thence turn an angle of 59 deg. 59 min. 00 sec. to the right and leaving said 40 foot right-of-way line run a distance of 119.56 feet to a point; thence turn an angle of 45 deg. 44 min. 06 sec. to the right and run a distance of 284.70 feet to a point; thence turn an angle of 26 deg. 35 min. 11 sec. to the left and run a distance of 253.31 feet to a point; thence turn an angle of 31 deg. 12 min. 03 sec. to the left and run a distance of 88.30 feet to a point; thence turn an angle of 65 deg. 39 min. 21 sec. to the right and run a distance of 38.50 feet to the point of beginning. Said strip of land being 30 feet in width, is located in the NW 1/4 of Section 36 ~~and the SW 1/4 of Section 2, both in T-21s, R-2w and contains 0.53 acre including that part now occupied by a 15 foot wide dirt road.~~

BOOK 056 PAGE 600

*Mitchell, Greene & Piro*  
P. O. Box 766  
Alabaster, AL 35007

It is intended between the parties hereto that the above description is meant to describe a right of way easement thirty (30) feet in width from the existing right of way of Alabama Highway No. 70 to the North line of Section 36, Township 21 South, Range 2 West, Shelby County, Alabama, whether or not the above description is correct.

It is understood and agreed that this is not an exclusive easement to the grantees, the grantor, his successors, assigns, lessees, employees, or agents, reserving the right to use said strip of land jointly with the said grantees, provided, however, that such use shall not unreasonably interfere with the grantee's use thereof for roadway purposes. Further reserving to the said grantor, his successors and assigns, the right to grant to others the rights herein granted and also the right to dedicate on behalf of itself the entire right of way to Shelby County, Alabama, or any other appropriate governmental authority for public road purposes.

Grantor and his successors in title shall not, however, be obligated, by its use of said strip of land, to maintain said road nor shall grantor be liable to grantees or to others for the condition of said roadway.

The Grantor, or his successors in title, or the grantees, or their successors in title, may erect and maintain a locked gate or other barrier to control access on said roadway, and to the easement herein granted. However, should such a barrier be erected, the party erecting the same shall make provision so that the other party may affix its lock in series with other locks thereon to provide access to the above described parcel.

The grantees shall indemnify, protect, and hold the grantor and his successors in title, harmless against any claims, suits, demands, judgments, and decrees instituted or obtained by any third party because of any act of negligence of the grantees, or their agents, employees, or representatives, and successors in title, which may arise from the exercise of the rights herein granted.

The grantees agree to mark the boundaries of the easement as described above herein, within 60 days hereafter, and the grantees reserve the right to remove all timber and pulpwood within the boundaries of said easement, as so marked, within one year thereafter.

TO HAVE AND TO HOLD the said easement hereinabove granted to the said Lee John Wright, Jr. and wife, Elizabeth Wood Wright, their heirs and assigns, for the use and purposes aforesaid and for no other purpose.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the


13<sup>th</sup> day of December, 1985.

  
Charles E. McCombs

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles E. McCombs, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13<sup>th</sup> day of ~~November~~, 1985.  
December,

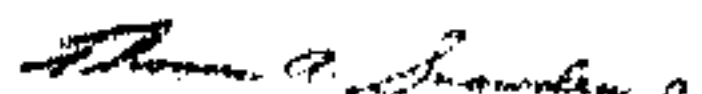
  
Notary Public

BOOK 056 PAGE 602

| RECORDING FEES |                 |
|----------------|-----------------|
| Mortgage Tax   | \$ <u>1.50</u>  |
| Deed Tax       |                 |
| Mineral Tax    | <u>7.50</u>     |
| Recording Fee  | <u>1.00</u>     |
| Index Fee      |                 |
| TOTAL          | \$ <u>10.00</u> |

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JAN -9 PM 3:12

  
JUDGE OF PROBATE

Inst # 1992-13299  
07/07/1992-13299  
03:38 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 14.50