

E A S E M E N T

STATE OF ALABAMA

COUNTY OF SHELBY

This Agreement made on the 27th day of July, 1995, by and between Edmund P. Blackwell and wife, Lynda B. Blackwell, of Shelby County, parties of the first part, and Howard Ray Baker and Martha Mayo Baker of Shelby County, Alabama, parties of the second part.

WITNESSETH, that the parties of the first part for themselves, heirs and assigns, grant and convey unto the parties of the second part, an easement in, to, upon and over all that portion of a certain driveway situated as set out on attached Exhibit "A" and listed as "Dirt Drive".

Said easement is given for the sole purpose of ingress and egress and it is agreed and understood that it is not to be construed as an easement given to the exclusion of the parties of the first part, their heirs and assigns, or to others later granted a similar right.

The parties of the second part, their heirs and assigns, covenant with the parties of the first part, their heirs and assigns, to at all times maintain and make necessary repairs, at their own expense, should the driveway require same for its proper upkeep and maintenance.

In the event the parties of the second part voluntarily sell or convey their property, the easement conveyed in this instrument shall revert back to the parties of the first part and shall be terminated.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

Edmund P. Blackwell
EDMUND P. BLACKWELL

Lynda B. Blackwell
LYNDA B. BLACKWELL

Howard Ray Baker
HOWARD RAY BAKER

Martha Mayo Baker
MARTHA MAYO BAKER

STATE OF ALABAMA

COUNTY OF JEFFERSON

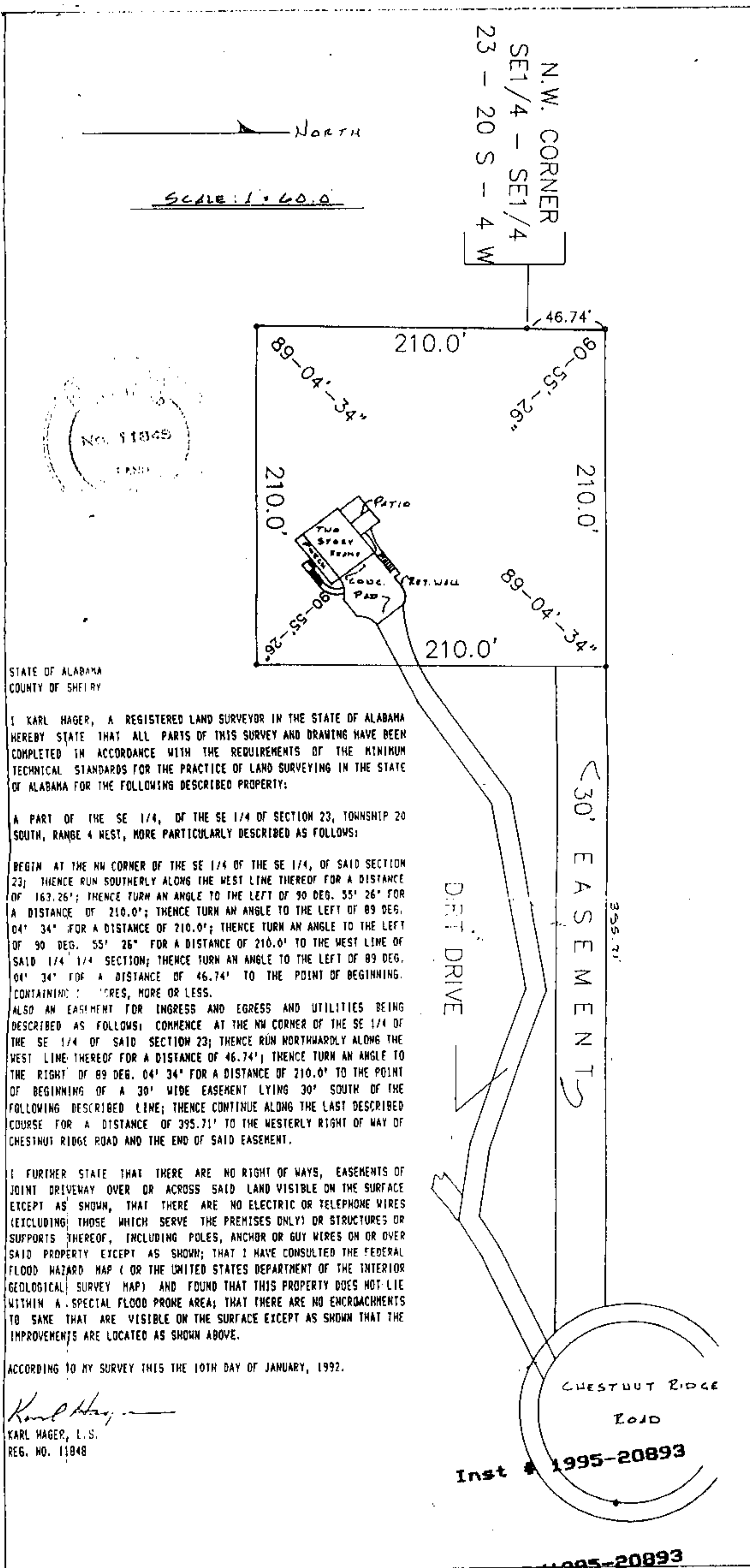
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edmund P. Blackwell and wife, Lynda B. Blackwell, and, Howard Ray Baker and wife, Martha Mayo Baker, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of *July*, 1995.

[Signature]
NOTARY PUBLIC

08/03/1995-20893
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCB 12.00

Inst # 1995-20893



STATE OF ALABAMA
COUNTY OF SHELBY

I, KARL HAGER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA FOR THE FOLLOWING DESCRIBED PROPERTY:

A PART OF THE SE 1/4, OF THE SE 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 4 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4, OF SAID SECTION 23; THENCE RUN SOUTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 163.26'; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG. 55' 26" FOR A DISTANCE OF 210.0'; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEG. 04' 34" FOR A DISTANCE OF 210.0'; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEG. 55' 26" FOR A DISTANCE OF 210.0' TO THE WEST LINE OF SAID 1/4 1/4 SECTION; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEG. 04' 34" FOR A DISTANCE OF 46.74' TO THE POINT OF BEGINNING, CONTAINING: ACRES, MORE OR LESS.

ALSO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 23; THENCE RUN NORTHWARDLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 46.74'; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEG. 04' 34" FOR A DISTANCE OF 210.0' TO THE POINT OF BEGINNING OF A 30' WIDE EASEMENT LYING 30' SOUTH OF THE FOLLOWING DESCRIBED LINE; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 395.71' TO THE WESTERLY RIGHT OF WAY OF CHESTNUT RIDGE ROAD AND THE END OF SAID EASEMENT.

I FURTHER STATE THAT THERE ARE NO RIGHT OF WAYS, EASEMENTS OF JOINT DRIVEWAY OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN, THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING THOSE WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF, INCLUDING POLES, ANCHOR OR GUY WIRES ON OR OVER SAID PROPERTY EXCEPT AS SHOWN; THAT I HAVE CONSULTED THE FEDERAL FLOOD HAZARD MAP (OR THE UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY MAP) AND FOUND THAT THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD PRONE AREA; THAT THERE ARE NO ENCROACHMENTS TO SAME THAT ARE VISIBLE ON THE SURFACE EXCEPT AS SHOWN THAT THE IMPROVEMENTS ARE LOCATED AS SHOWN ABOVE.

ACCORDING TO MY SURVEY THIS THE 10TH DAY OF JANUARY, 1992.

Karl Hager
KARL HAGER, L.S.
REG. NO. 11848

Inst # 1995-20893

08/03/1995-20893
03:04 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 12.00