



20070209000063350 1/6 \$26.50
Shelby Cnty Judge of Probate, AL
02/09/2007 01:06:19PM FILED/CERT

DRAWN BY AND AFTER RECORDING RETURN TO:

Ray D. Gibbons, Esq.
Burr & Forman LLP
420 North 20th Street
3100 Wachovia Tower
Birmingham, Alabama 35203

Shelby County, AL 02/09/2007
State of Alabama

Deed Tax: \$.50

500.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

GRANT OF INGRESS AND EGRESS EASEMENT

THIS GRANT OF INGRESS AND EGRESS EASEMENT (this "Easement Agreement") is made as of this 19th day of January, 2007, by **SMITH FAMILY COMPANIES, INC.**, an Alabama corporation ("Grantor"), whose address is P.O. Box 939, Pelham, Alabama 35124, in favor of **SMITH PROPERTIES, LLC**, an Alabama limited liability company ("Grantee"), whose address is P.O. Box 939, Pelham, Alabama 35124.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract of land located in Shelby County, Alabama which is more particularly described on Exhibit A attached hereto ("Parcel I"); and

WHEREAS, Grantee is the owner of that certain tract of land located in Shelby County, Alabama which is more particularly described on Exhibit B attached hereto ("Parcel II"); and

WHEREAS, Grantor desires to convey to Grantee an easement across a strip of land along the southern portion of Parcel I extending from Monroe Drive to Parcel II (marked as "Concrete Drive" and as depicted on that certain survey by Carr & Associates Engineers, Inc., dated January 11, 2003 and revised on February 3, 2003, the "Easement"); and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to Grantee the Easement as hereinafter set forth.

1. **Establishment and Grant of Easement.** Grantor does hereby declare, establish, grant, and convey to Grantee, its successors and assigns, tenants, employees, licensees, and invitees (collectively, the "Grantee Parties"), a permanent non-exclusive easement for vehicular and pedestrian ingress and egress in, to, across, and over all portions of the Easement. The Grantee Parties' use of the Easement shall be uninterrupted and in common with Grantor, its successors, and assigns, tenants, licensees, invitees, and others claiming under or through Grantor, as the case may be. It is expressly agreed that the Easement granted hereby shall be



solely for the non-exclusive use and benefit of the Grantee Parties, at all times during the term hereof, for the purposes and subject to the limitations described herein.

2. **Representation and Warranty.** Grantor covenants with Grantee that it is the owner in fee of Parcel I and has a good right to execute this Easement Agreement and to grant said Easement, and Grantor unequivocally represents and warrants that it has obtained all necessary consents to the execution and delivery hereof.

3. **Notices.** Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally to the other party or sent by overnight express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by Notice to the other specify) or sent by facsimile transmission to the fax number shown below and simultaneously mailed by first-class mail of the United States Postal Service:

To Grantor: Smith Family Companies, Inc.
 P.O. Box 939
 Pelham, Alabama 35124

To Grantee: Smith Properties, LLC
 P.O. Box 939
 Pelham, Alabama 35124

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third business day after the same is deposited with the United States Postal Service or the business day after the same is deposited with an overnight courier.

4. **Successors and Assigns.** This Easement Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and/or assigns.

5. **Governing Law.** This Easement Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

6. **Counterparts.** This Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original document.

* * *



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IN WITNESS WHEREOF, the undersigned has caused this Easement Agreement to be properly executed on the day and year set forth above.

GRANTOR:

SMITH FAMILY COMPANIES, INC.,
an Alabama corporation

BY: Philip J. Smith
ITS: CEO

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip J. Smith whose name as CEO of Smith Family Companies, Inc., an Alabama corporation, 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 said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this 19th day of January, 2007.

Deirda Clark

Notary Public

My Commission Expires:

10-13-2008

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 13, 2008
BARRED FROM NOTARY PUBLIC SERVICE

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



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[SIGNATURE PAGE TO GRANT OF INGRESS/EGRESS EASEMENT]

GRANTEE:

SMITH PROPERTIES, LLC,
an Alabama limited liability company

BY: Philip G. Smith
ITS: MEMBER

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip G. Smith whose name as Member of Smith Properties, LLC, an Alabama limited liability company, 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 said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this 19th day of January, 2007.

Debra M Clark
Notary Public
My Commission Expires: 10-13-08

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 13, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A




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PARCEL I:

A tract of land situated in the NW ¼ of Section 30, Township 20 South, Range 2 West, being described as follows:

Commence at the NW corner of said Section and run South 0 degrees 10 minutes 19 seconds East along West line of NW ¼ 1,680.50 feet; thence North 87 degrees 32 minutes 49 seconds East and run 460.40 feet; thence South 0 degrees 10 minutes 38 seconds East and run 60 feet to the point of beginning; thence South 0 degrees 10 minutes 38 seconds East and run 344.09 feet (334.09 feet measured); thence South 89 degrees 49 minutes 22 seconds West and run 105.0 feet; thence North 80 degrees 55 minutes 36 seconds West and run 119.35 feet to a point on a curve to the left having a central angle of 9 degrees 14 minutes 43 seconds and a radius of 966.97 feet; thence North 4 degrees 27 minutes 02 seconds East and along chord of said curve run 155.86 feet; thence North 0 degrees 10 minutes 20 seconds West 127.17 feet to the beginning of a curve to the right having a central angle of 87 degrees 42 minutes 34 seconds and a radius of 25.0 feet; thence North 43 degrees 41 minutes 14 seconds East and along chord of said curve run 34.64 feet to a point, said point being on the South right of way of Pardue Road; thence North 87 degrees 32 minutes 49 seconds East 186.36 feet to the point of beginning. Situated in Shelby County, Alabama.

EXHIBIT B


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PARCEL II:

A tract of land located in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; being more particularly described as follows:

Commence at the Northwest corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence run Southerly along the West Section line of Section 30, 1309.15 feet; thence left 89 degrees 41 minutes 02 seconds Easterly 659.86 feet; thence an interior angle left of 90 degrees 16 minutes 47 seconds Southerly 350.62 feet; thence right 90 degrees 21 minutes 43 seconds Westerly 200.01 feet; thence left 90 degrees 20 minutes 25 seconds Southerly 100.00 feet to the Point of Beginning; thence Southerly 294.15 feet; thence left 89 degrees 39 minutes 35 seconds Easterly 517.99 feet; thence left 89 degrees 09 minutes 03 seconds Northerly 294.17 feet; thence left 90 degrees 50 minutes 57 seconds Westerly 524.10 feet to the Point of Beginning.