


STATE OF ALABAMA )  
:  
SHELBY COUNTY )

  
20120524000185400 1/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
05/24/2012 02:12:38 PM FILED/CERT

**ACKNOWLEDGEMENT AND AGREEMENT**

THIS ACKNOWLEDGEMENT AND AGREEMENT (this "Agreement") is made on this 19<sup>th</sup> day of April, 2012, by and among **TERRY C. ARGO** ("Mr. Argo"), **JOHN W. HALEY** ("Mr. Haley"), **SANDRA K. HALEY** ("Ms. Haley" and, collectively with Mr. Haley, the "Sellers") and **CHARLES A. COLLAT, SR.** ("Mr. Collat").

**RECITALS**

Mr. Collat has contracted to purchase from the Sellers certain real property (the "Collat Property") situated in Shelby County, Alabama, identified as Lot 5 (including Parcel 2), Hollybrook Lake, and more fully reflected on **Exhibit A** to this Agreement.

Mr. Argo is the owner of certain real property (the "Argo Property") situated in Shelby County, Alabama, identified as Lot 4, Hollybrook Lake, and more fully reflected on **Exhibit A** to this Agreement, which adjoins the southeasterly boundary of the Collat Property.

Mr. Argo has installed gravel on a drive on a portion of the Collat Property which is generally shown as "Gravel Drive" on **Exhibit A** attached hereto (the "Gravel Drive").

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

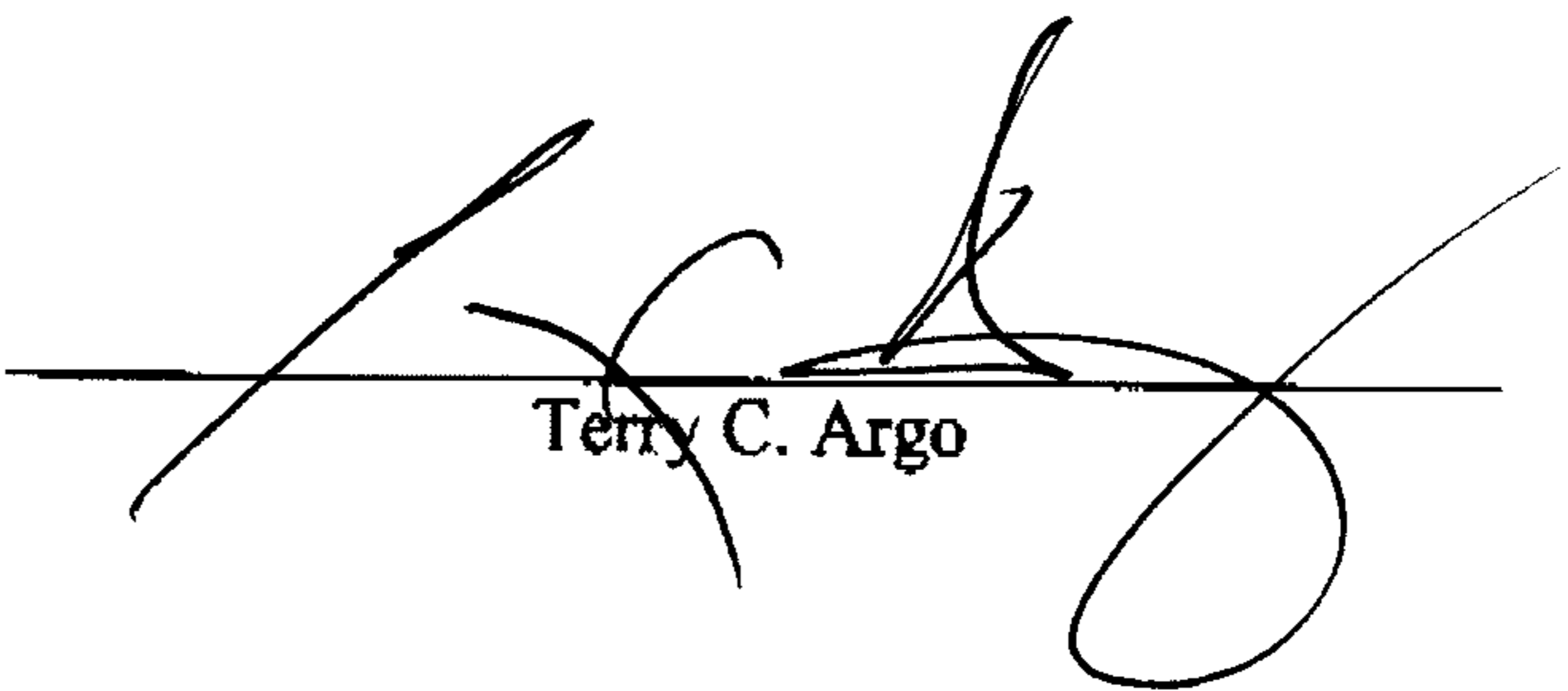
1. Mr. Argo acknowledges and agrees that the use and occupancy of the portion of the Gravel Drive located on the Collat Property by him is permissive and shall not accrue to Mr. Argo or any other party any right, title, or interest of any kind or nature with respect to the Collat Property or the portion of the Gravel Drive located on the Collat Property. Mr. Argo further agrees that he will obtain permission from Mr. Collat prior to moving any construction machinery or heavy equipment on the portion of the Gravel Drive located on the Collat Property.

2. Each of the Sellers and Mr. Collat acknowledges and agrees that the use and occupancy of the portion of the Gravel Drive located on the Argo Property by such party is permissive and shall not accrue to the Sellers or Mr. Collat or any other party any right, title, or interest of any kind or nature with respect to the Argo Property or the portion of the Gravel Drive located on the Argo Property. Each of the Sellers and Mr. Collat further agrees that such party will obtain permission from Mr. Argo prior to moving any construction machinery or heavy equipment on the portion of the Gravel Drive located on the Argo Property.

[Signature pages follow]

This Instrument Prepared By:  
Denson N. Franklin III  
Bradley Grant Burt Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, AL 35203-2119

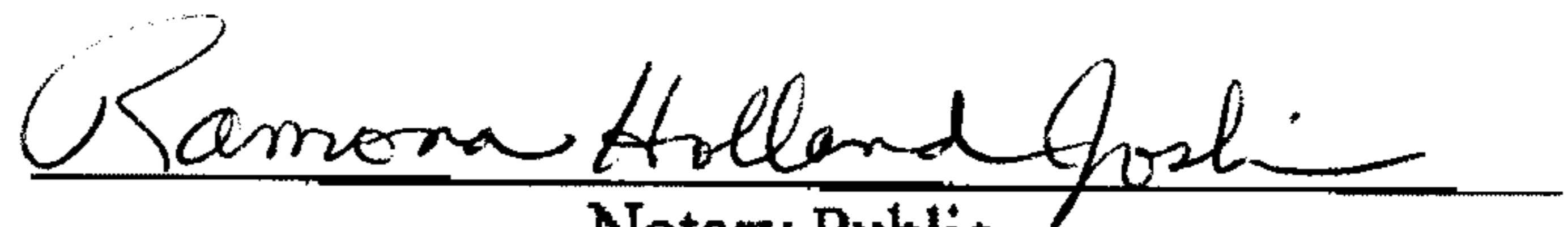
IN WITNESS WHEREOF, Mr. Argo, Mr. Haley, Ms. Haley and Mr. Collat have executed this Acknowledgement and Agreement as of the day first above written.

  
Terry C. Argo


STATE OF ALABAMA     )  
                                  :  
Jefferson COUNTY     )

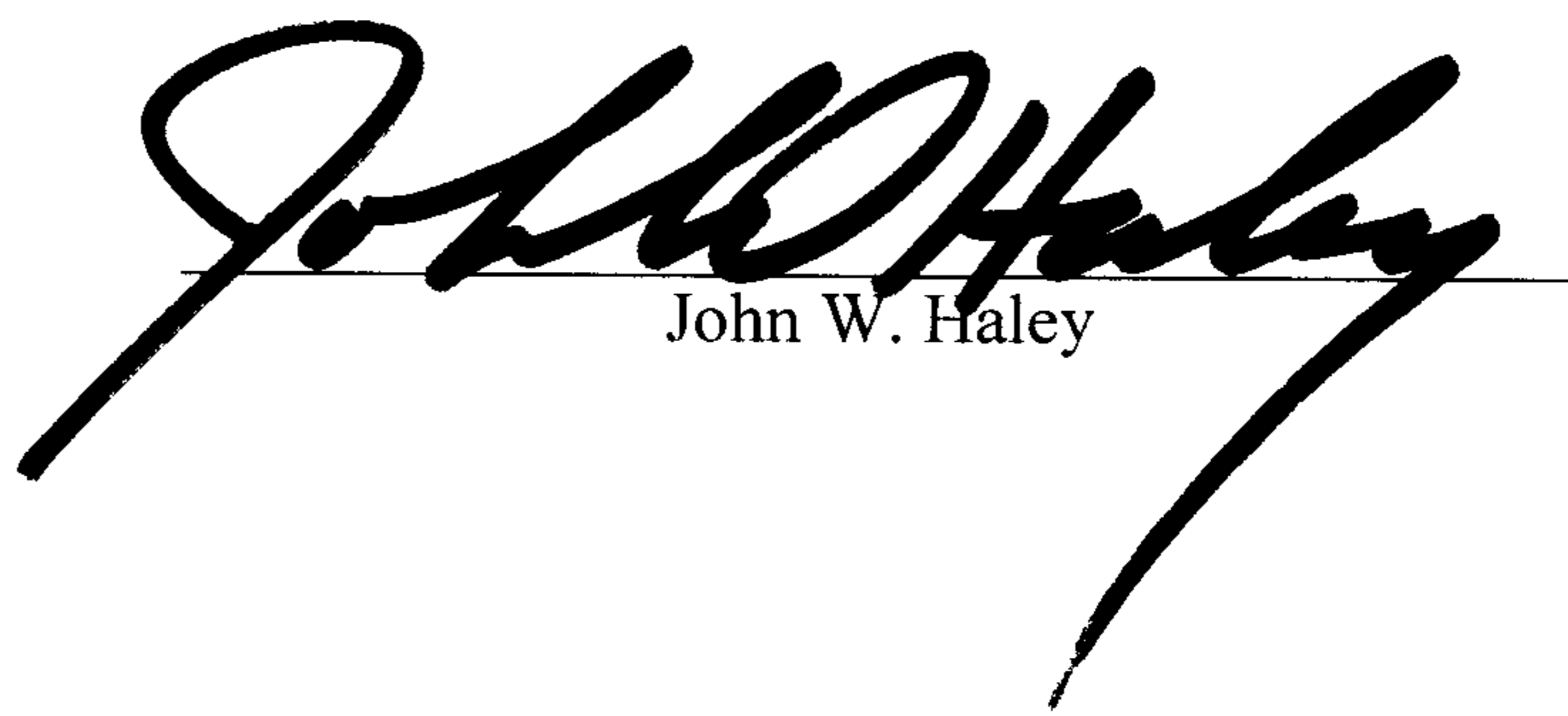
I, the undersigned, a notary public in and for said county in said state, hereby certify that Terry C. Argo, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of April, 2012.

  
Notary Public  
My commission expires: 5/20/12

[NOTARIAL SEAL]


  
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John W. Haley


STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that John W. Haley, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10/27/15

[NOTARIAL SEAL]

  
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*Sandra K. Haley*  
Sandra K. Haley

STATE OF ALABAMA     )  
                                      :  
JEFFERSON COUNTY     )


I, the undersigned, a notary public in and for said county in said state, hereby certify that Sandra K. Haley, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of April, 2012.

*Nancy L. Lamb*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 10/27/15

  
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*Charles A. Collat, Sr.*

Charles A. Collat, Sr.

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles A. Collat, Sr., 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of April, 2012.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: Oct 31, 2013**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**



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# EXHIBIT A

## Gravel Drive



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