

EASEMENT AGREEMENT

STATE OF ALABAMA
SHELBY COUNTY

THIS AGREEMENT, made this the 11 day of April, 1987, by and between Albert E. Hylton and Faye Hylton, husband and wife; Larry Lane Chapman and Shelia P. Chapman, husband and wife; and Commander Airpark, Inc., a corporation, hereinafter referred to as the Grantors, and Larry Lane Chapman, hereinafter referred to as Grantee:

WITNESSETH, that,

WHEREAS, the Grantors are seized of an estate in fee simple and possession free from encumbrance of a parcel of land situated in the County of Shelby, State of Alabama, on which there is private road extending from a county road across said parcel;

AND WHEREAS, the Grantee is seized in fee simple of a parcel of land;

AND WHEREAS, the Grantors have agreed, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to be paid by the Grantee to grant an easement of right of way over the private road:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the Grantors do hereby grant, bargain, sell and convey unto the Grantee, his heirs and assigns, a permanent easement for a right of way hereinafter described over, on, upon, and across certain lands of the Grantors in Shelby County, Alabama, for all purposes connected with the use of the Grantee's land, to pass and repass along the private road, said right of way herein granted being more particularly described as follows, to-wit:

Commence at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 2, Township 21 South, Range 1 East, Shelby County, Alabama and run thence Westerly along the North line of said quarter line a distance of 1,821.87 feet to a point on the Northerly right of way line of a private air strip runway, Thence turn a deflection angle of 86 degrees 17 minutes to the left and run Southerly a distance of 244.12 feet to a point in the centerline of an existing graveled surfaced public road and the point of beginning of the easement, on centerline, being described, Thence turn a deflection angle of 133 degrees 20 minutes to the left and run a distance of 163.12 feet to a point, Thence turn a deflection angle of 6 degrees 11 minutes to the right and run a distance of 79.14 feet to a point, Thence turn a deflection angle of 41 degrees 32 minutes to the right and run a distance of 91.74 feet to a point, Thence turn a deflection angle of 12 degrees 41 minutes to the right and run a distance of 120.37 feet to a point, Thence turn a deflection angle of 4 degrees 12 minutes right and run a distance of 137.41 feet to a point, Thence turn a deflection angle of 8 degrees 47 minutes left and run a distance of 67.05 feet to a point, Thence turn a deflection angle of 25 degrees 16 minutes left and run a distance of 48.15 feet to a point, Thence turn a deflection angle of 22 degrees 33 minutes left and run a distance of 140.07 feet to a point, Thence turn a deflection angle of 9 degrees 51 minutes right and run a distance of 57.86 feet to a point, Thence turn a deflection angle of 25 degrees 15 minutes right and run a distance of 12.11 feet to the centerline of subject easements intersection with the Westerly property line of the subject property and the end of required easement. Subject easement is ten (10.) feet on each side of just described centerline.

TO HAVE AND TO HOLD the same unto the said Grantee and his heirs his assigns for the uses and purposes for which said land is granted.

IN WITNESS WHEREOF, the said Albert E. Hylton and Faye Hylton, Larry Lane Chapman and Shelia P. Chapman and Commander Airpark, Inc. by and through its President, Larry Lane Chapman, Grantors, have hereunto set their hands and seals this the 11 day of April, 1987.

Albert E. Hylton
Albert E. Hylton

Larry Lane Chapman
Larry Lane Chapman

Faye Hylton
Faye Hylton

Shelia P. Chapman
Shelia P. Chapman

Commander Airpark, Inc.

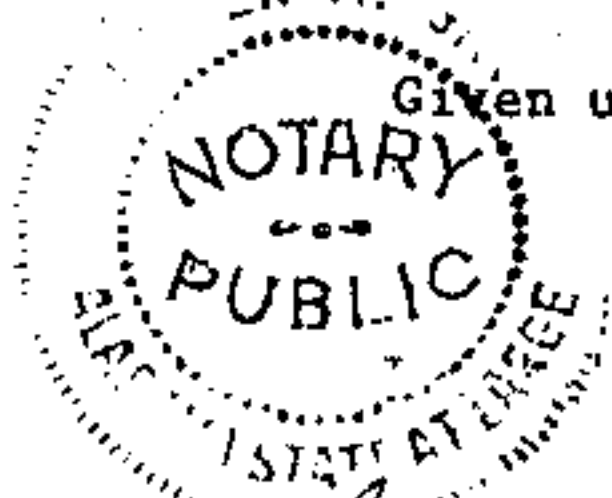
by Larry Lane Chapman
its President

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STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Albert E. Hylton and Faye Hylton, whose names are signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the easement agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 11th day of April, 1987.



Helen M. Gay
Notary Public

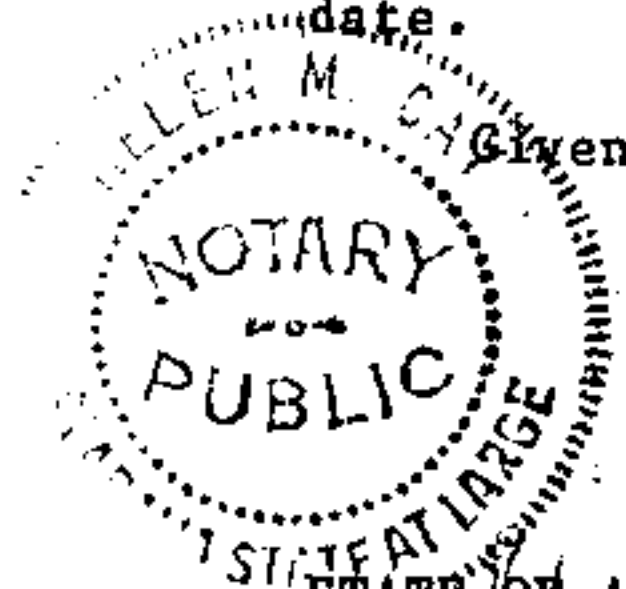
My Commission expires:

My Commission Expires April 11, 1990

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Larry Lane Chapman and Shelia P. Chapman, whose names signed to the foregoing easement agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the easement agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 11th day of April, 1987.



Helen M. Gay
Notary Public

My Commission expires:

My Commission Expires April 11, 1990

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Larry Lane Chapman, whose name as President of Commander Airpark, Inc., a corporation, is signed to the foregoing easement agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 11th day of April, 1987.



Helen M. Gay
Notary Public

My Commission expires:

My Commission Expires April 11, 1990

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

1987 APR 21 PM 2:27

Thomas A. Shaveland, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

TOTAL \$ 6.00