

This Instrument Prepared By: Robert H. Adams
2125 Morris Avenue
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

This Easement for Right-of-Way is given this 10th day of Sept, 1987, by Tanglewood Corporation (hereinafter "Tanglewood") to Olde Towne West Partnership, an Alabama General Partnership ("Olde Towne").

WHEREAS, Tanglewood is seized and possessed of an estate in fee simple free from encumbrances of a parcel of land more particularly described as:

The SW1/4 of the NE1/4 of Section 27, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Begin at an iron pin found at the southwest corner of the southwest quarter of the northeast quarter of said Section 27 and run thence in a northerly direction along the west line of said quarter-quarter section for a distance of 1330.51 feet to the northwest corner of said quarter-quarter section; thence turn an angle to the right of 91°-15'-18" and run in an easterly direction along the north line of said quarter-quarter section for a distance of 1328.83 feet to an iron pin found at the northeast corner of said quarter-quarter section; thence turn an angle to the right of 88°-37'-46" and run in a southerly direction along the east line of said quarter-quarter section for a distance of 1330.94 feet to the southeast corner of said quarter-quarter section; thence turn an angle to the right of 91°-23'-11" and run in a westerly direction along the south line of said quarter-quarter section for a distance of 1331.52 feet to the POINT OF BEGINNING. Said parcel containing 40.625 acres, more or less.

WHEREAS, Tanglewood has conveyed to Olde Towne an adjacent parcel of land more particularly described as:

The west 1/2 of the SE1/4 of Section 27, Township 20 South, Range 3 West, situated in Shelby County, Alabama, more particularly described as follows:

Begin at an iron pin found at the northwest corner of the northwest quarter of the southeast quarter of said Section 27; run thence in a southerly direction along the west line of said quarter-quarter section for a distance of 2661.03 feet to an iron pin found at the southwest corner of the southwest quarter of the southeast quarter of said Section 27; thence turn an angle to the left of 88°-41'-53" and run in an easterly direction along the south line of said quarter-quarter section for a distance of 1336.92 feet to an iron pin found at the southeast corner of said quarter-quarter section; thence turn an angle to the left of 91°-25'-04" and run in a northerly direction along the east line of said quarter-quarter section for a distance of 2661.89 feet to

the northeast corner of the northwest quarter of the southeast quarter of said Section 27; thence turn an angle to the left of $88^{\circ}-36'-49''$ and run in a westerly direction along the north line of said quarter-quarter section for a distance of 1331.52 feet to the POINT OF BEGINNING. Said parcel containing 81.49 acres, more or less.

WHEREAS, Tanglewood has agreed, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to be paid to it by Olde Towne, to grant Olde Towne a non-exclusive easement for right-of-way over the first mentioned parcel of land above-described, which said easement will provide access to Olde Towne to and from Shelby County Highway 58 and the second mentioned parcel of land above-described which is owned by Olde Towne, which said easement for right-of-way is expressly and absolutely limited to that portion of land hereinafter described, and shall be used as and only as a right-of-way for ingress and egress.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by Olde Towne to Tanglewood, the receipt, adequacy and sufficiency whereof is hereby acknowledged, Tanglewood hereby grants unto Olde Towne, its heirs, successors and assigns, a non-exclusive easement for right-of-way, for ingress and egress, over and across the first mentioned parcel of land above-described which said easement for right-of-way is specifically limited and defined as follows:

Said easement being 80 feet in width lying 40 feet to either side of a centerline which is situated in the southwest quarter of the northeast quarter of Section 27, Township 20 South, Range 3 West, and is more particularly described as follows:

From the northwest corner of the northwest quarter of the southeast quarter of said Section 27 run thence South $86^{\circ}-01'-41''$ East along the north line of said northwest quarter of the southeast quarter for a distance of 832.52 feet to the point of beginning of the centerline herein described, said point lying in a curve to the right with a radius of 1370.66 feet, a central angle of $8^{\circ}-55'-47''$ and being concave to the east; from the point of beginning thus obtained run thence in a northeasterly direction along the arc of said curve for a distance of 213.62 feet to the end of said curve, said arc being subtended by a chord of 213.41 feet bearing North $20^{\circ}-35'-29''$ East; thence run North $25^{\circ}-03'-23''$ East tangent to said curve for a distance of 199.50 feet to the beginning of a curve to the left, said curve having a central angle of $13^{\circ}-30'-00''$ and a radius of 591.43 feet; thence run in a northerly direction along the arc of said curve for a distance of 139.35 feet to the end of said curve; thence run North $11^{\circ}-33'-23''$ East for a distance of 50.00 feet more or less to the south right-of-way line of Shelby County Highway 58 and the end of said centerline of said easement.

Tanglewood warrants that it is the owner in fee simple of said property.

The easement granted herein shall be used only for ingress and egress to and from Shelby County Highway 58 and the second mentioned parcel of land owned by Olde Towne. Tanglewood shall have no obligation to improve, develop or maintain said easement. However, Tanglewood does, for itself and for its successors and assigns, reserve and shall have full right to use and enjoy the easement in any manner and to any extent which does not interfere with reasonably necessary use by Olde Towne in exercising the rights hereby granted. The right of use so reserved by Tanglewood includes, but is not limited to, construction and operation of roads, streets, utilities and other improvements.

The terms, conditions and provisions of this instrument shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD the said easement for right-of-way hereby granted unto Olde Towne, its heirs, executors, administrators, personal representatives, successors and assigns, as appurtenant to the second mentioned parcel of land above-described owned by Olde Towne and every part thereof. This easement shall run with the land.

IN WITNESS WHEREOF, the Grantor, Tanglewood Corporation, by Jack D. Harris, its President, who is authorized to execute this conveyance, hereunto set its signature and seal on this 10th day of Sept, 1987.

ATTEST:

TANGLEWOOD CORPORATION

Rebecca B. Harris
Secretary

By: Jack D. Harris
Its President

1. Deed Fee	\$ 1.50
2. Notary Fee	
3. Recording Fee	7.50
4. Indexing Fee	1.00
TOTAL	9.00

STATE OF ALABAMA)
SHELBY COUNTY)

I, a Notary Public, in and for said County in said State, hereby certify that Jack D. Harris, whose name as President of Tanglewood Corporation, is signed to the foregoing conveyance and, who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 this 10TH day of September, 1987

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

1987 SEP 11 PM 3:25

Thomas A. Snowdon Jr.
JUDGE OF PROBATE

Denise Harmon
Notary Public

My Commission Expires: Aug. 21, 1990