

This instrument was prepared by Joseph G. Stewart, Attorney at Law, 3000 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203.

STATE OF ALABAMA )  
SHELBY COUNTY )

RIGHT OF WAY EASEMENT

THIS RIGHT OF WAY EASEMENT made and entered into this 26<sup>th</sup> day of May, 1992, by Metro Industries, Inc. (hereinafter referred to as "Grantor") for the benefit of Custom Specialty Applicators, Inc. (hereinafter referred to as "Grantee");

R E C I T A L S

The Grantor is the owner of a certain parcel of real estate located in Shelby County, Alabama, more particularly described on Exhibit A hereto (hereinafter called the "Grantor's Real Estate"). The Grantee is the owner of an adjacent parcel of real estate located in Shelby County, Alabama, more particularly described on Exhibit B hereto (hereinafter called the "Grantee's Real Estate"). It is the desire of the parties hereto to provide a right of way for ingress and egress over and across the Grantor's Real Estate to and from the Grantee's Real Estate subject to the terms, conditions and requirements set forth herein.

NOW, THEREFORE in consideration of the above recitals and the sum of \$780.00 in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor does grant to the Grantee a non-exclusive perpetual easement for ingress and egress over and across the Grantor's Real

Estate in Shelby County Alabama, described as follows:

Part of the East one half of Section 15, Township 20 South, Range 3 West, more particularly described as beginning at the intersection of the South line of the L & N Railroad right of way and the centerline of Prairie Branch, run East along said South line of the railroad right of way for 730.5 feet to the Point of Beginning of a 30 foot wide easement lying southly of and abutting the South line of the railroad right of way; thence continue East along said South line of the railroad right of way 280 feet to the westerly limit of Mullins Drive, a public road.

The aforesaid easement shall be used by the Grantee and future fee owners of Grantee's Real Estate as a private road for ingress and egress to Grantee's Real Estate and shall run with the land. The Grantor, its successors and assigns, the future owners of Grantor's Real Estate and their tenants, may use the said right of way in conjunction with the Grantee and the future fee owners of Grantee's Real Estate, provided such use does not unreasonably interfere with the use thereof by Grantee, but said easement shall not be deemed to be a public right of way. The Grantor and the Grantee, their respective successors, assigns, and tenants, shall jointly maintain the roadway across said easement, and shall keep the same in repair with each being responsible for one-half of the expense of maintenance and repair thereof. The Grantor, its successors or assigns, shall not hereby assume any liability or responsibility to the Grantee or any person using said right of way.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Metro Industries, Inc. has caused this

10142108

right of way easement to be executed by its duly authorized officer on the day and year first above written.

METRO INDUSTRIES, INC.

By   
Its President

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ron Jones, whose name as President of Metro Industries, Inc., 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 such instrument, 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 26th day of May, 1992.

  
Notary Public

MY COMMISSION EXPIRES DECEMBER 28, 1994

[SEAL]

My Commission Expires: \_\_\_\_\_

EXHIBIT A

Part of the east half of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the intersection of the south line of the L. & N. Railroad right of way and the centerline of Prairie Branch, run east along said south line of the railroad right of way for 730.5 feet to a point of beginning, thence continue east along said south line of the railroad right of way for 280 feet, thence right 98 degrees 42 minutes and south for 404 feet, thence right 99 degrees 27 minutes and west for 250 feet, thence right 75 degrees 11 minutes and northerly for 355.64 feet to the point of beginning, containing 2.29 acres, more or less.

EXHIBIT B

Part of the East one-half of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: Beginning at the intersection of the South line of the L & N Railroad right-of-way and the centerline of Prairie Branch, run East along said South line of the railroad right-of-way a distance of 730.5 feet; thence right 86 deg. 20 min. and Southeasterly for 299.73 feet; thence right 93 deg. 31 min. and Westerly for 470 feet, more or less, to the centerline of Prairie Branch; thence West and North along the centerline of Prairie Branch to the point of beginning; being situated in Shelby County, Alabama.

SP 11/22/92  
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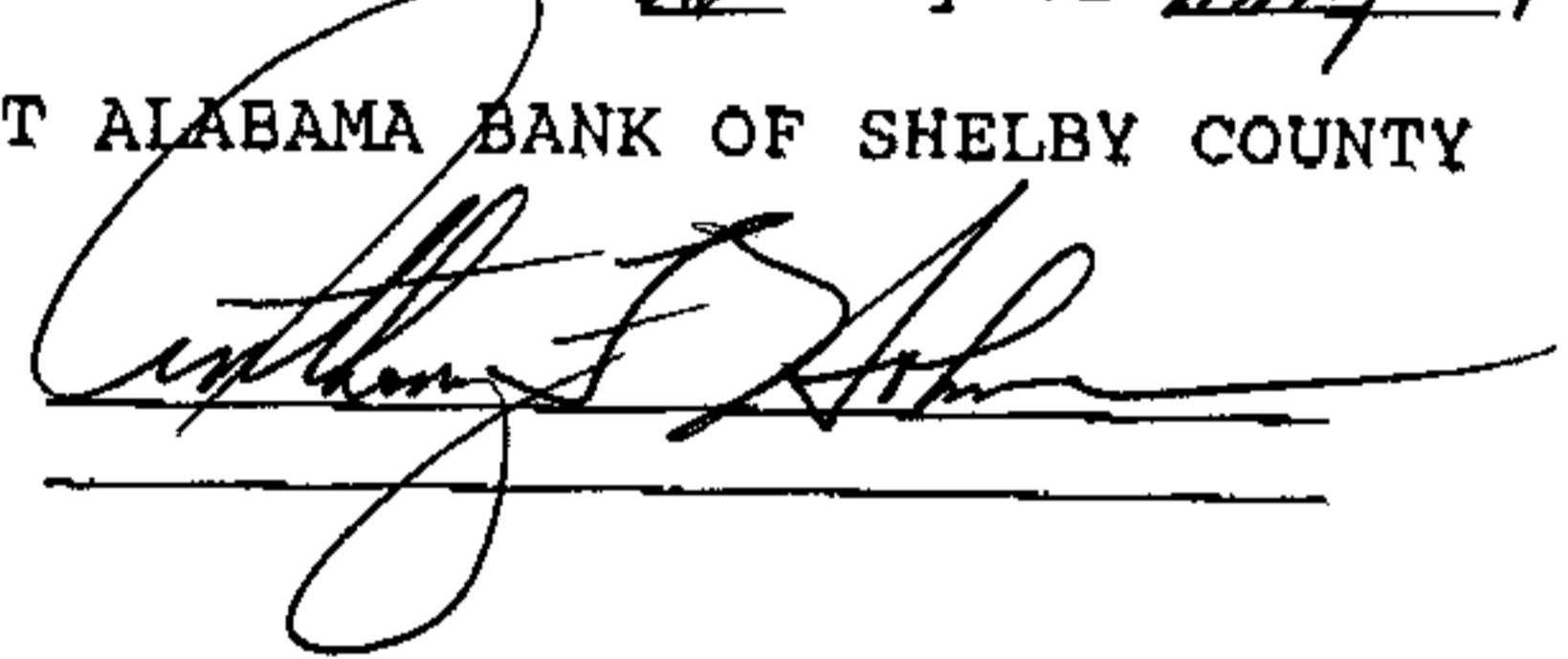
CONSENT BY MORTGAGEE

The undersigned, FIRST ALABAMA BANK OF SHELBY COUNTY, as mortgagee under that certain Mortgage, dated February 13, 1989, from Metro Industries, Inc., as recorded in Volume 226, page 714, in the Probate Office of Shelby County, Alabama (the "Mortgage"), hereby consents to the grant by Metro Industries, Inc. to Custom Specialty Applicators, Inc., of a non-exclusive easement for ingress and egress across the real estate described on Exhibit A hereto, and does further agree, for itself, its successors and assigns, that the foreclosure of the Mortgage will not terminate such easement nor disturb Custom Specialty Applicators, Inc., and its successors and assigns as grantee of such easement, in their use and enjoyment of such easement.

IN WITNESS WHEREOF, First Alabama Bank of Shelby County has caused this instrument to be duly executed this the 26 day of MAY, 1992.

FIRST ALABAMA BANK OF SHELBY COUNTY

By:  
Its



STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said State, in said County, hereby certify that Anthony F. Holmes, whose name as Senior Vice President of First Alabama Bank of Shelby County, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 bank.

Given under my hand and seal this the 26th day of MAY, 1992.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES DECEMBER 28, 1994

My Commission expires: \_\_\_\_\_

**CONSENT BY MORTGAGEE**

The undersigned, U. S. Small Business Administration, as mortgagee under that certain Mortgage, dated February 13, 1989, from Metro Industries, Inc., as recorded in Volume 226, page 720, in the Probate Office of Shelby County, Alabama (the "Mortgage"), hereby consents to the grant by Metro Industries, Inc. to Custom Specialty Applicators, Inc., of a non-exclusive easement for ingress and egress across the real estate described on Exhibit A hereto, and does further agree, for itself, its successors and assigns, that the foreclosure of the Mortgage will not terminate such easement nor disturb Custom Specialty Applicators, Inc., and its successors and assigns as grantee of such easement, in their use and enjoyment of such easement.

IN WITNESS WHEREOF, U. S. Small Business Administration has caused this instrument to be properly executed this the 20<sup>th</sup> day of May, 1992.

U. S. SMALL BUSINESS ADMINISTRATION

By: Harold G. Mayfield  
Its Chief, Portfolio Mgmt Div.

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said State, in said County, hereby certify that Harold G. Mayfield, whose name as Chief, Portfolio Management Division of U. S. Small Business Administration, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 U. S. Small Business Administration.

Given under my hand and seal this the 20<sup>th</sup> day of May, 1992.

Frank B. Calver  
Notary Public

My Commission Expires: 1/30/96

Inst # 1992-10303

06/05/1992-10303  
08:07 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
007 MCD           23.50