

State of Alabama  
County of Shelby

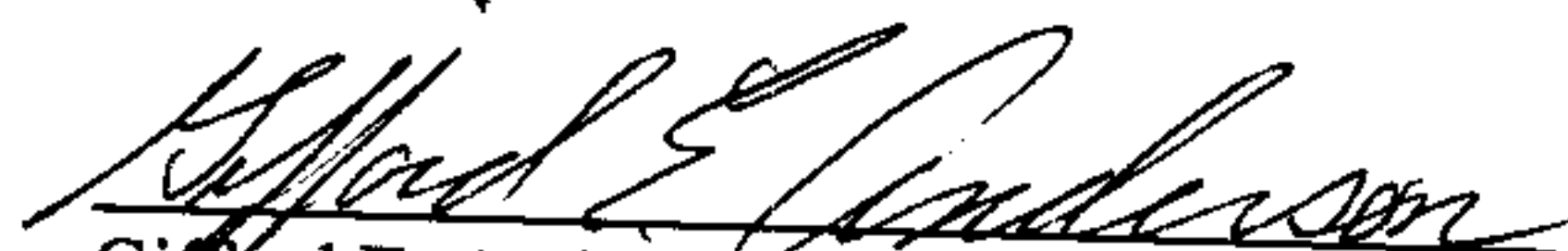
AFFIDAVIT

Before me, the undersigned authority, personally appeared Gifford E. Anderson, who, being known to me and being by me first duly sworn, deposed and said as follows:

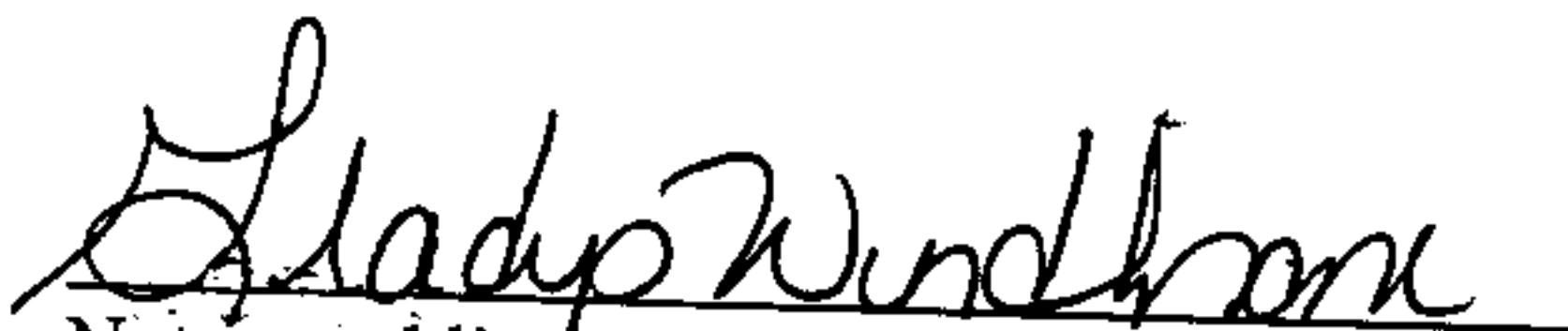
My name is Gifford E. Anderson. I am the grantee of real property located in the N $\frac{1}{2}$  of the NW $\frac{1}{4}$ , Section 25, Township 24 North, Range 15 East, Shelby County, Alabama, as described in a warranty deed from Steve Myers, dated January 5, 1983, and recorded in Deed Book 344, page 544, in the Probate Office of Shelby County, Alabama, and as described in a warranty deed from Ruth Myers and husband, Raymond A. Myers, dated May 3, 1983, and recorded in Deed Book 348, page 402, in the Probate Office of Shelby County, Alabama. From the time I purchased this real property, I have had access to it from an existing roadway now known as Anglers Lane over and across the real property owned by Steve Myers and Ruth Myers, which was subsequently conveyed by Ruth Myers to Thomas Ellison and wife, Peggy Ellison, by deed recorded as Instrument # 1998-36969, in the Probate Office of Shelby County, Alabama. My use of this right of access from January 5, 1983, has been continuous, actual, open, notorious, adverse, peaceful, and without interruption. I do not know of anyone who has disputed my right of access.

Steve Myers, the grantor in the first deed described above, acknowledge my right of access in a document he executed, which is attached to this affidavit.

This the 13 day of July, 2001.

  
Gifford E. Anderson

Sworn to and subscribed before me  
this 13 day of July, 2001.

  
Notary public  
My commission expires  
August 12, 2001

Inst # 2001-29400

07/16/2001-29400  
12:15 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
003 MB 20.00

STATE OF ALABAMA        )

SHELBY COUNTY            )

I, Steve Myers, the undersigned Seller of the property described on the attached survey , in consideration of Ten Dollars, hereby agree as follows:

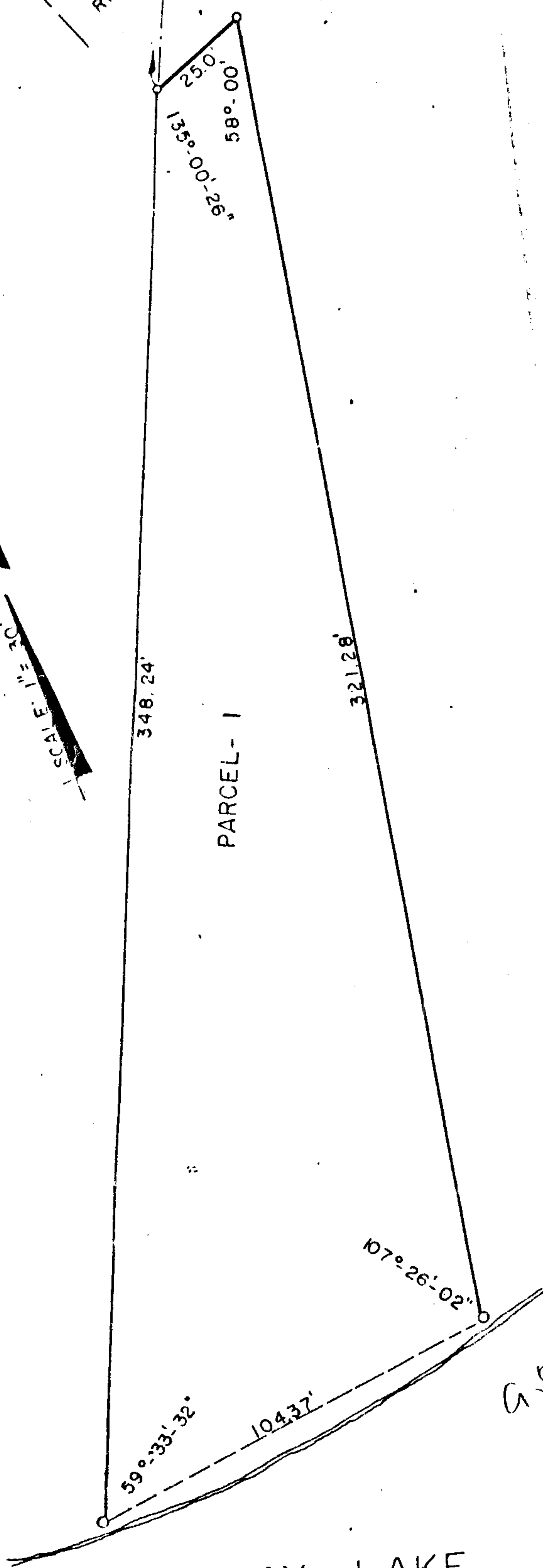
(1) The Seller will grant an easement to the Purchaser, Gifford E. Anderson, across the existing roadway located to the north of the subject property and will complete a roadway from the existing road to the subject property, on or before March 1, 1983.

Done this 5th day of December, 1983.

  
SELLER

9  
N.W. corner  
Sec. 25,  
T.S. 24 N,  
R15E. 100.08'

SCALE: 1" = 20'



PARCEL - 1

LAY LAKE

Inst # 2001-29400

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12:15 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MB

334.714  
64.108

67.008