

**THIS INSTRUMENT PREPARED BY:**

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STATE OF ALABAMA

COUNTY OF SHELBY

**ACCESS EASEMENT AND AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by **GRANT STEVEN BAILEY** and **RONALD OWENS** (herein collectively "**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, **COMPASS BANK**, an Alabama banking corporation (herein "**Grantor**"), does by these presents, grant, bargain, sell and convey unto Grantee, their heirs and assigns, a non-exclusive easement for ingress and egress by pedestrian or vehicle travel (the "**Easement**") over that certain real property situated in Shelby County, Alabama, as more particularly described on **Exhibit A** hereto (the "**Easement Area**"), such Easement being generally shown on the drawing attached hereto as **Exhibit B**, and being for the purpose of providing access to the real property owned by Grantee and described on **Exhibit C** hereto (the "**Benefitted Property**"). This Easement is granted on the following terms and conditions:

1. The Easement is for the benefit of the Benefitted Property, and shall run with the land and title to the Benefitted Property.
2. The Grantor hereby grants unto the Grantee the right and privilege of perpetual use of said Easement for such ingress and egress purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from the Easement Area, the right of full use (in common with others) of any roads now or hereafter constructed or located on the Easement Area, and the right to grade, pave, repair, re-pave and maintain one or more roadways on the Easement Area, together with the right to construct, install, maintain and replace from time to time in said Easement Area such curbs, gutters, medians, landscaping, signs (information, direction or traffic, including illuminated signs), and street electrical or other lighting as Grantee may deem appropriate.
3. Grantor reserves unto Grantor, its successors or assigns, the right to use said Easement with Grantee, in common with others, and reserves further the right to dedicate to a municipality, county, state or other governmental entity said Easement (and Easement Area) described above, together with any additional land of Grantor, for roadway purposes, without consent of any Grantee or beneficiary herein.

4. During construction of any roadway on the Easement Area, appropriate erosion control measures, including, without limitation, installation and maintenance of silt fences, shall be taken by the Grantee, or its contractors, so as to prevent construction runoff, silt and other materials from flowing from the Easement Area onto adjacent properties. All such erosion control measures shall comply with the Best Management Practices of the Alabama Department of Environmental Management, AND ALL APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING EROSION CONTROL.
5. A roadway currently exists on the Easement Area. Any re-construction, re-paving, maintenance or repair of the roadway on the Easement Area shall be performed by Grantee, at Grantee's sole expense, in accordance with all applicable governmental codes, regulations and ordinances, and the roadway shall be maintained in good condition at all times by Grantee.
6. Grantee shall not allow any mechanic's or materialmen's liens to be filed against the Easement Area or Grantor's property as a result of any activity conducted by or on behalf of Grantee in connection with the Easement, and if any such lien is filed against the Easement Area or Grantor's property, Grantee shall cause the same to be terminated or removed as a lien against the Easement Area or Grantor's property within ninety (90) days after the same has been filed of record.
7. Grantee, for itself and any subsequent owners of the Benefitted Property, will at all times hereafter indemnify, protect and forever hold harmless Grantor, and its agents, employees, guests, invitees, contractor's and assigns, from and against any and all liability, obligations, costs, claims, loss, damage, expense (including, without limitation, court costs and attorney's fees and expenses) and liability which Grantor may incur, suffer, sustain or be subject to, resulting from or arising out of the construction, use, operation, maintenance or presence of the Easement herein granted.
8. The rights and obligations hereunder shall inure to Grantor and to Grantee, and all subsequent owners of the Benefitted Property. No sale or transfer of the Benefitted Property shall relieve any previous owner thereof of obligations to Grantor which arose during the period when such previous owner held title to the Benefitted Property. Any obligations of Grantee set forth herein shall be deemed to be obligations of the owners of the Benefitted Property from time to time until such time, if ever, as the then owners of the Benefitted Property shall cause this Easement to be terminated by an instrument recorded in the Probate records of Shelby County, Alabama. In order for any such termination to be effective, (i) the then owners of the Benefitted Property shall deliver to Grantor written notice of intent to terminate this Easement (which must be accompanied by a copy of this Easement), and (ii) upon Grantor's written request, to be delivered to such owners within thirty (30) days of receipt of the written notice of intent to terminate from such owners to Grantor, the then owners of the Benefitted Property shall cause the roadway constructed on the Easement Area to be removed, and such area to be graded, sodded and left in a neat and orderly condition.

9. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in the United States mail, addressed as follows:

Notice to Grantor

Compass Bank  
Real Estate Services  
P.O. Box 10566  
Birmingham, AL 35296

Notice to Grantee

Grant S. Bailey or Ronald Owens  
2649 VALLEYDALE ROAD  
Birmingham, AL 35244

Either party may change its address by sending written notice to the other party in the manner set forth above.

10. If any term of this Easement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

**TO HAVE AND TO HOLD** unto the said Grantee, their heirs and assigns, forever.

13<sup>th</sup> IN WITNESS WHEREOF, the Grantor has caused this conveyance to be executed this day of August, 2002.

WITNESS:

**COMPASS BANK,**  
an Alabama banking corporation

By: \_\_\_\_\_

Its

VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, Pam R. Sessions, a notary public in and for said county in said state, hereby certify that Steven L. Kirkpatrick whose name as Vice President of **COMPASS BANK**, an Alabama banking corporation, 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 13 day of August, 2002.

Pam R. Sessions  
MY COMMISSION EXPIRES OCTOBER 17, 2004



## **EXHIBIT A**

### **Description of Access Easement Area**

#### **Ingress/Egress and Utility Easement**

A parcel of land situated in the North One-Half of the Southwest Quarter of the Northwest Quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being a part of Lot 1 as shown on the map of Central Bank Subdivision, as recorded in Map Book 17 at page 3 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described by metes and bounds as follows:

Commence at the southeast corner of the North One-Half of the Southwest Quarter of the Northwest Quarter of said Section 15; thence run southerly along the east line of the Southwest Quarter of the Northwest Quarter of said Section 15 for a distance of 100.00 feet; thence turn a deflection angle to the right of  $90^{\circ}44'18''$  and run westerly for a distance of 120.11 feet; thence turn a deflection angle to the right of  $44^{\circ}51'25''$  and run northwesterly for a distance of 119.64 feet a southwesterly corner of said Lot 1; thence continue northwesterly along the same course and along the southwest line of said Lot 1 for a distance of 87.47 feet to the POINT OF BEGINNING of a 30-foot-wide easement, extending to 15.00 feet on each side of the following-described center line: thence turn a deflection angle to the right of  $119^{\circ}06'58''$  to tangent of a non-tangent curve to the right having a radius of 100.00 feet and a central angle of  $0^{\circ}53'02''$ ; thence run easterly along the arc of said curve for a distance of 1.54 feet; thence easterly and tangent to said curve for a distance of 114.41 feet, more or less, to a point on the easterly line of said Lot 1 and the POINT OF ENDING of said easement, the margins of said easement being extended or foreshortened as required to terminate at the southwest and easterly lot lines of said Lot 1.

# EXHIBIT B

## Drawing of the Easement Area

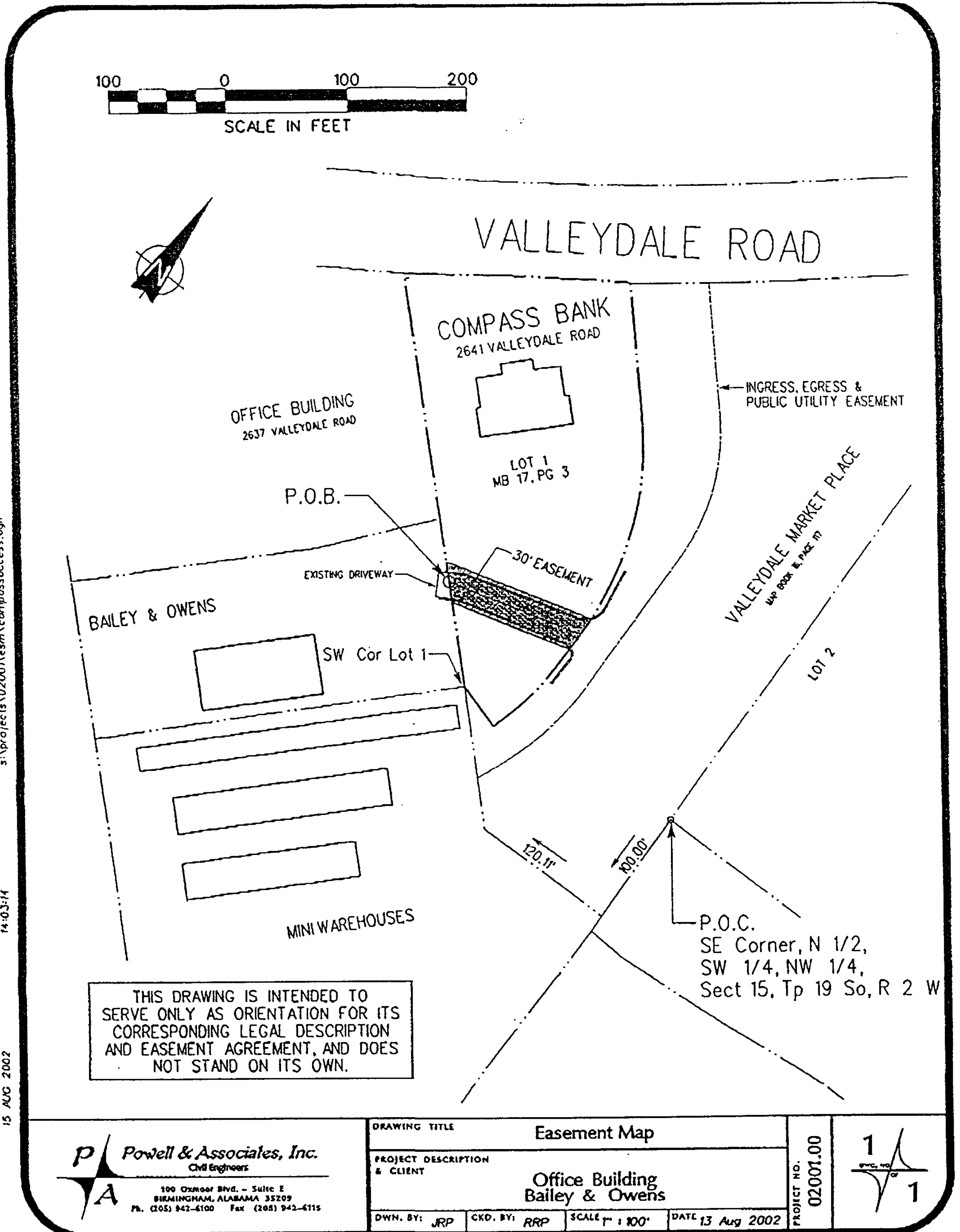


EXHIBIT C

That portion of land situated in the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 19 South, Range 2 West and being more particularly described as follows:

Commence at the Southeast corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 15, Township 19 South Range 2 West, Shelby County, Alabama; thence run Northwesterly along the NW-SE diagonal line a distance of 604.83 feet to the Point of Beginning; thence continue along the last described course a distance of 132.02 feet; thence turn right 89degrees 48 minutes 35seconds and run Northeasterly a distance of 208.71 feet; thence turn left 89degrees 50minutes 20seconds and run Northwesterly a distance of 33.75 feet; thence turn right 103degrees 8minutes and run Northeasterly a distance of 107.15 feet; thence turn right 76degrees 52minutes and run Southeasterly a distance of 141.11 feet, thence turn right 89 degrees 50minutes 05seconds and run Southwesterly adistance of 313.07 feet to the Point of Beginning. Containing 1.0 acres, more or less.

