

STATE OF ALABAMA )

SHELBY COUNTY )

### EASEMENT AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to the undersigned, Regions Bank, formerly known as Exchange Security Bank, as Trustee of the Ann Nicholson Paget Trust for Frances Paget Pizitz, Established under the Will of Ann Nicholson Paget Dated March 4, 1968, Deceased ("Grantor"), in hand paid by Ralph H. Stephens and Lynda K. Stephens ("Grantees"), Grantor does grant, bargain, sell and convey unto the said Grantees a non-exclusive easement for ingress and egress over and upon the following-described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

(the "Easement Property").

This grant of easement shall be perpetual.

TO HAVE AND TO HOLD, to the said Grantees, their heirs, successors and assigns forever.

This easement and right-of-way hereinabove granted to the said Grantees are subject to the following terms and conditions:

(1) This easement may be used only for the purposes of ingress and egress to that certain property to be known as the Dominant Estate, as follows, to-wit:

See Exhibit "B" attached hereto and made a part hereof.

(2) Grantees covenant and agree that Grantees shall use their best efforts to avoid causing any damage to and interference with any improvements on the Easement Property and to minimize any disruption or inconvenience to Grantor and any person who occupies Grantor's adjacent property.

(3) Grantees covenant and agree that Grantees will equitably share the cost with Grantor in the removal of debris and garbage that may be located on the Easement Property from time to time.

(4) Grantees shall not permit any claim, lien or encumbrance arising from Grantees' use of the Easement Property, to accrue against or attach to the Easement Property or the interest of Grantor in Grantor's adjacent property.

(5) If Grantees fail to perform any obligations set forth in this Easement and Right-of-Way, Grantor shall have the right, but not the obligation, to perform the obligation and be reimbursed for its reasonable costs of that performance by Grantees within ten (10) days after receipt of a statement therefor, along with any documentation substantiating the costs incurred by Grantor

Shelby Title, Inc.

reasonably requested by Grantees. Interest shall accrue upon the unpaid amounts from the date of such demand, at the rate of twelve percent (12%) per annum.

Notwithstanding any language contained herein to the contrary:

- (a) Grantor shall have the right to alter or relocate the easement and right-of-way if, and only if, it may do so in a manner that does not unreasonably limit access to and from the Dominant Estate from any publicly dedicated right-of-way.
- (b) Nothing contained herein shall restrict the right of Grantor to dedicate any or all of the Easement Property to the general public for the general public or for any public purpose whatsoever.
- (c) Regions Bank executes this Easement and Right-of-Way in its representative capacity as trustee, and nothing herein set forth shall be construed as creating any obligation on the part of Regions Bank in its corporate capacity; and, Regions Bank does hereby expressly limit its liability hereunder to the property now or hereafter held by it in the representative capacity as such trustee.

IN WITNESS WHEREOF, the said Grantor, by and through its authorized officer, has hereunto set its signature and seal this 31<sup>st</sup> day of August, 2004.

Regions Bank, formerly known as  
Exchange Security Bank, as Trustee of the  
Ann Nicholson Paget Trust for Frances  
Paget Pizitz, Established under the Will of  
Ann Nicholson Paget Dated March 4, 1968,  
Deceased

By: Carl R. Brown  
Its: V.P. & Trust Officer

THIS INSTRUMENT PREPARED BY:  
Maurice L. Shevin  
Attorney at Law  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, AL 35205  
(205) 930-5149



STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joel R. BRAGG whose name as V.P. & Trust officer of Regions Bank, formerly known as Exchange Security Bank as Trustee of the Ann Nicholson Paget Trust for Frances Paget Pizitz, Established under the Will of Ann Nicholson Paget Dated March 4, 1968, Deceased, a Banking Corporation, is signed to the foregoing Easement and Right-of-Way, and who is known to me, acknowledged before me on this day that, being informed of the contents of the ~~Lien~~ Easement and Right-of-Way, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said Trust.

Given under my hand and seal of office this 31st day of AUGUST, 2004.

Sarah G. Kimbrell

Notary Public

[NOTARIAL SEAL]

My commission expires:



## EXHIBIT "A"

### EASEMENT PROPERTY

Part of the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted most southerly corner of Lot 6, Gentle Forest, as recorded in Map Volume 6, Page 63, in the Office of the Judge of Probate, Shelby County, Alabama, run in a southeasterly direction along the end of the existing road right-of-way for Corsair Drive for a distance of 60.0 feet to the most southerly corner of said road right-of-way; thence turn an angle to the right of  $90^{\circ}$  and run in a southwesterly direction for a distance of 60.0 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a northwesterly direction for a distance of 60.0 feet; thence turn an angle to the right of  $90^{\circ}$  and run in a northeasterly direction for a distance of 60.0 feet, more or less, to the point of beginning.

## EXHIBIT "B"

20040903000493620 Pg 5/5 26.50  
Shelby Cnty Judge of Probate, AL  
09/03/2004 08:49:00 FILED/CERTIFIED

## DOMINANT ESTATE

Part of the Northwest quarter of Southwest quarter of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of said quarter-quarter section, run in an easterly direction along the North line of said quarter-quarter section for a distance of 706.50 feet, more or less, to the Northwest corner of Lot 5, Gentle Forest, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 6, Page 63, thence turn an angle to the right of 51 degrees 30 minutes and run in a southeasterly direction along the west line of said Lot 5 for a distance of 158.50 feet, thence turn an angle to the right of 14 degrees 53 minutes and run in a Southeasterly direction and continue along the west line of said Lot 5 for a distance of 172.29 feet to the northwest corner of Lot 6, in said Gentle Forest, thence turn an angle to the right of 39 degrees 37 minutes and run in a Southwesterly direction along the west line of said Lot 6 for a distance of 212.04 feet, thence turn an angle to the left of 40 degrees 35 minutes and run in a Southeasterly direction along said west line of Lot 6 for a distance of 101.00 feet to the most Southerly corner of said Lot 6, thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 60 feet, thence turn an angle to the right of 90 degrees and run in a Northwesterly direction for a distance of 79.00 feet, thence turn an angle to the left of 65 degrees 13 minutes and run in a Westerly direction for a distance of 759.11 feet to a point on the west line of said quarter-quarter section, said point being 528.19 feet south of the Northwest corner of said quarter-quarter section, thence turn an angle to the right of 38 degrees 35 minutes and run in a Northerly direction along the west line of said quarter-quarter section for a distance of 528.19 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

Mineral and mining rights excepted.