


State of Alabama
County of Shelby

EASEMENT AGREEMENT


20060524000247470 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
05/24/2006 03:16:55PM FILED/CERT

This Easement Agreement made this 19th day of May, 2006, by and between Custom Construction & Maintenance, Inc. (hereinafter "Grantor"), SouthFirst Mortgage (hereinafter "Lender") and Holcombe Development, LLC (hereinafter "Grantee").

Agreement

Now, therefore, in consideration of One Thousand and No/100ths (\$1,000.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor, to the extent of its right, title and interest, and Lender, to the extent of its right, title and interest, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, the hereinafter described easement:

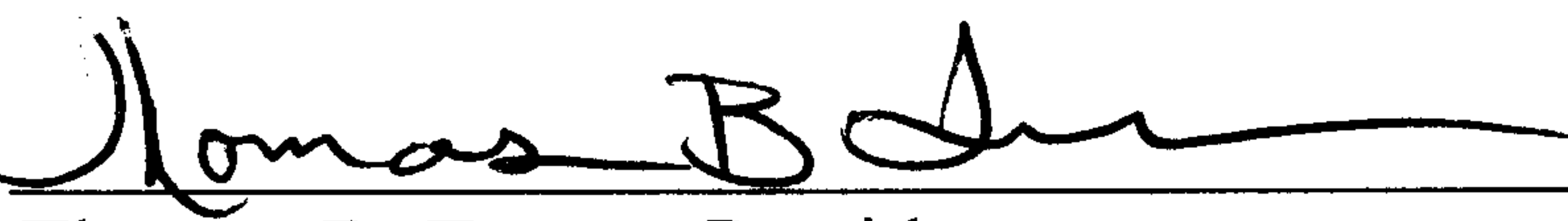
Driveway easement across the Southerly most corner of Lot 230, Final Plat of Lakewood, Phase 2, as recorded in Map Book 35 page 42 in the Probate Office of Shelby County, Alabama, as shown by survey attached hereto and made a part hereof.

To have and to hold to the said Grantee, its successors and assigns forever, for the benefit of the Grantee, subject to the following terms, conditions and reservations:

1. The Easement, with respect to access, is for the benefit of the Grantee, its customers, guest and invites, and Grantee's successors and assigns, and shall be used solely for purpose of ingress and egress to and from the Property.
2. The Easement herein granted shall run with the land, and shall be perpetual and non-exclusive.
3. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitude running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.
4. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.

In Witness whereof, the parties hereto have caused this Agreement to be duly executed on the date first above written.

Custom Construction & Maintenance, Inc.


By: 
Thomas B. Turner, President

SouthFirst Mortgage

By: 
Curt B. Reamer, Vice President

See Attached for Notary Acknowledgments

STATE OF ALABAMA)
COUNTY OF SHELBY)


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I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Thomas B. Turner**, whose name as President of **Custom Construction & Maintenance, Inc.**, a corporation, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 18th day of May, 2006.

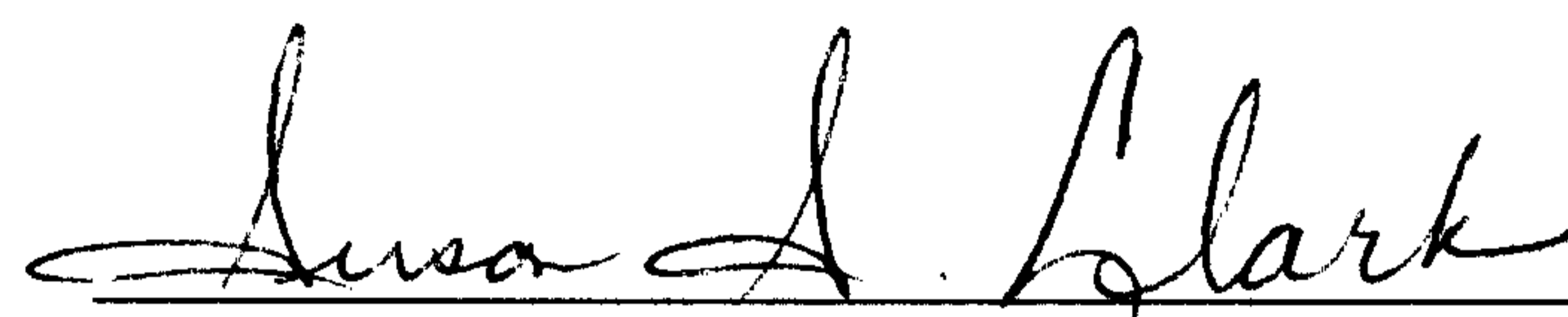


NOTARY PUBLIC
My Commission Expires: 5/6/08

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Curt B. Reamer**, whose name as Vice-President of **SouthFirst Mortgage.**, a corporation, is signed to the foregoing Easement Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 19th day of May, 2006.



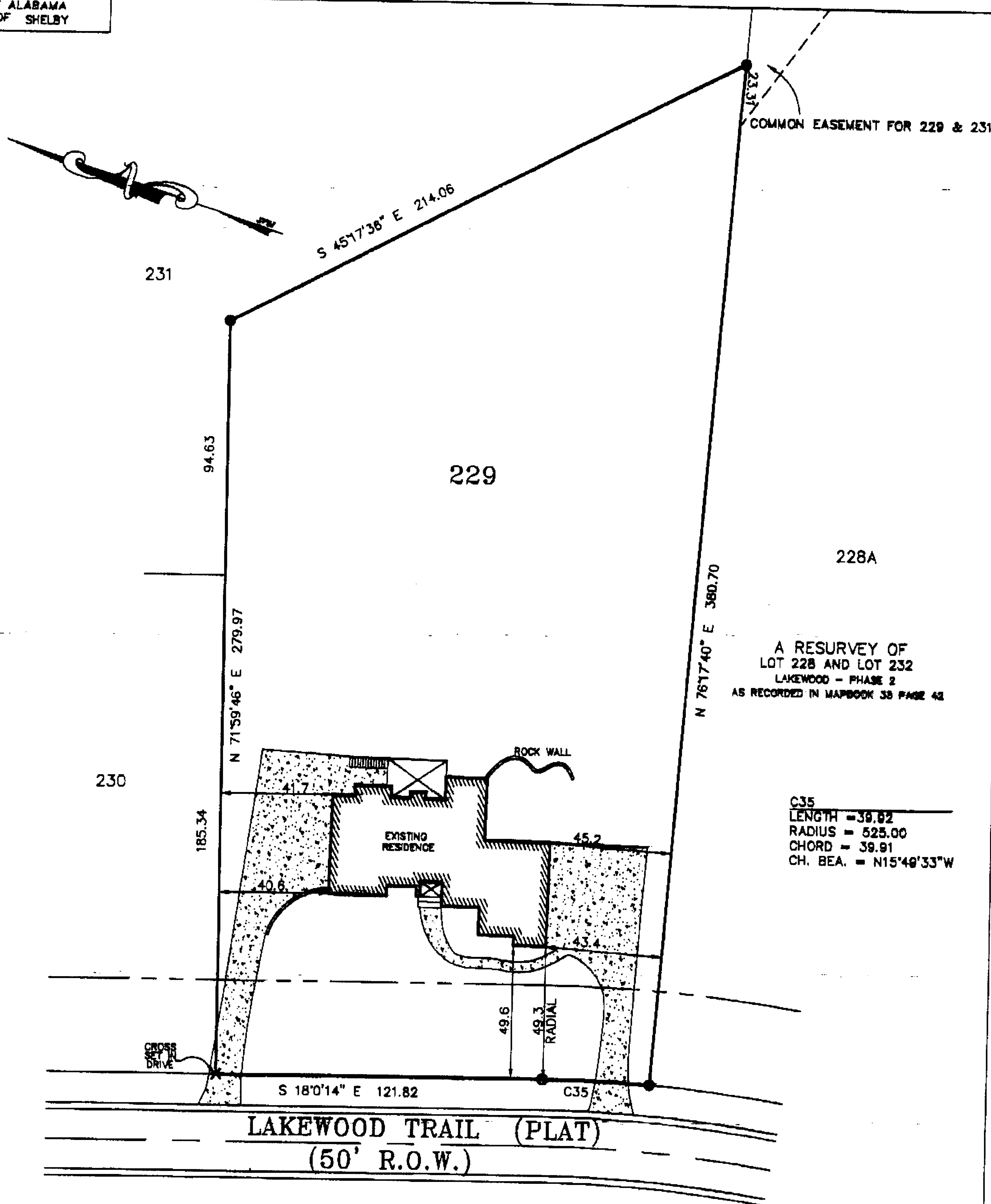
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires 11-18-2007



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STATE OF ALABAMA
COUNTY OF SHELBY



C35
LENGTH = 39.82
RADIUS = 525.00
CHORD = 39.91
CH. BEA. = N15°40'33\"/>

Survey of Lot 229 Block according to FINAL PLAT OF LAKEWOOD
PHASE 2 as recorded in the Office of the Judge of
Probate of afore-said County in Plat Book 35, Page 42. The address based on
reliable information and sources of said Lot is 189 SHORE FRONT LANE
the CITY OF CHELSEA Alabama and is INSIDE the corporate limits of
F.I.R.M. Community-Panel Number 010191 0080 B * Dated SEPT. 15, 1982

Shelby County, AL 05/24/2006
State of Alabama

Deed Tax: \$1.00

SURVEY FOR: JONES

REQUESTED BY: BILL

TYPE OF SURVEY: MORTGAGE SURVEY

DATE OF FIELD SURVEY: 6/27/06

* SHELBY COUNTY FLOOD INFO USED; THIS AREA OF CHELSEA WAS NOT INCORPORATED AT THE TIME OF F.I.R.M. FLOOD STUDY.

LEGEND	
△ - STAKE SET	● - IRON PIN FOUND
1 - CONCRETE MONUMENT FOUND	1/2" - OUTSIDE DIAMETER
○ - PK NAIL FOUND	— OVERHEAD UTILITY LINE(S)
⊙ - 2" S REBAR SET WITH CAP STAMPER	— FENCE
⊙ - PK NAIL SET	— CONCRETE
⊙ - UTILITY POLE	— NOT TO SCALE
— BRICK WALL	△ - ACRES
— WOOD DECK	⊙ - CENTERLINE
— COVERED WOOD DECK	CBMT - EASEMENT
— SCREENED IN DECK	M B L - MINIMUM BUILDING LINE
	ROW - RIGHT OF WAY
	— CONCRETE BLOCK WALL
	— BRICK WALL

SCALE: 1" = 40'

BASE OF BEARING USED: PLAT

SOURCE OF INFORMATION USED IN MAKING THIS SURVEY IS

JOB # 10781

DATE: 5/01/06

DRAWN: CB

CHECKED: DR

SHEET NO 1 of 1

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY
DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE
CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE
FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST
OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

David Robinson

