

This instrument prepared by:
Rob Rimer
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999

Grantee's Address:
Buck Family Partnership LLC
2084 Brook Highland Ridge
Birmingham, Al. 35242

STATE OF ALABAMA)

SHELBY COUNTY)

\$500
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **THE WESTERVELT COMPANY, INC.**, a Delaware corporation, herein referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **BUCK FAMILY PARTNERSHIP, LLC**, herein referred to as GRANTEE, the receipt whereof is hereby acknowledged, GRANTOR does hereby give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a nonexclusive easement for a right-of-way for ingress and egress only, no public utilities, across the following described property:

DESCRIPTION:

A 60 foot strip of land along and adjacent to a portion of the south line of Section 23, Township 20S, Range 2W, in Shelby County, Alabama and further described by the plat attached and made part of this deed.

SUBJECT TO all right of ways, easements and restrictions which may exist as a matter of record or exist de facto.

GRANTOR RESERVES unto itself, its agents, employees, successors and assigns, the right to use said right-of-way.

TO HAVE AND TO HOLD the aforementioned easement to the Grantees, their heirs, successors and assigns, subject however, to the following term:

The easement hereby granted is non-exclusive and Grantor reserves to itself, successors and assigns the right to use said easement. It is also understood that Grantor is in the business of growing, managing and harvesting timber, and Grantor reserves the right to use said easement for any purpose, specifically including, but not limited to any purpose related to growing, managing and harvesting timber; however, such use by Grantor shall not impede Grantee's ingress and egress.

Grantor also understands that Grantee may improve the easement to the extent that it will hold up during adverse weather conditions and Grantee agrees that the easement will not be paved to achieve this means unless said paving will not be damaged by timber growing, managing or harvesting operations.

Grantor reserves the right to move or alter the route but will not burden the Grantee with a less inconvenient or lower-quality route. The route shall not be moved until the

alternate route is in substantially the same condition as the original route. Any expense or cost relating to the moving or altering the route shall be paid by the Grantor. Grantee hereby agree to indemnify and hold harmless Grantor for any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the above described property, or any means of ingress thereto or egress therefrom, regardless of whether or not such injuries or damage are alleged to be caused in whole or in part by Grantee, it agents, employees or assigns.

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto caused this instrument to be executed on this the 25th day of September, 2008.

THE WESTERVELT COMPANY, INC.

By: James J. King, Jr.
Its: Vice President

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, INC.**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of September, 2008.

Lisa D. Haylock
Notary Public in and for the
State of Alabama at Large

My commission expires: MY COMMISSION EXPIRES FEB. 23, 2010

Shelby County, AL 10/22/2008
State of Alabama

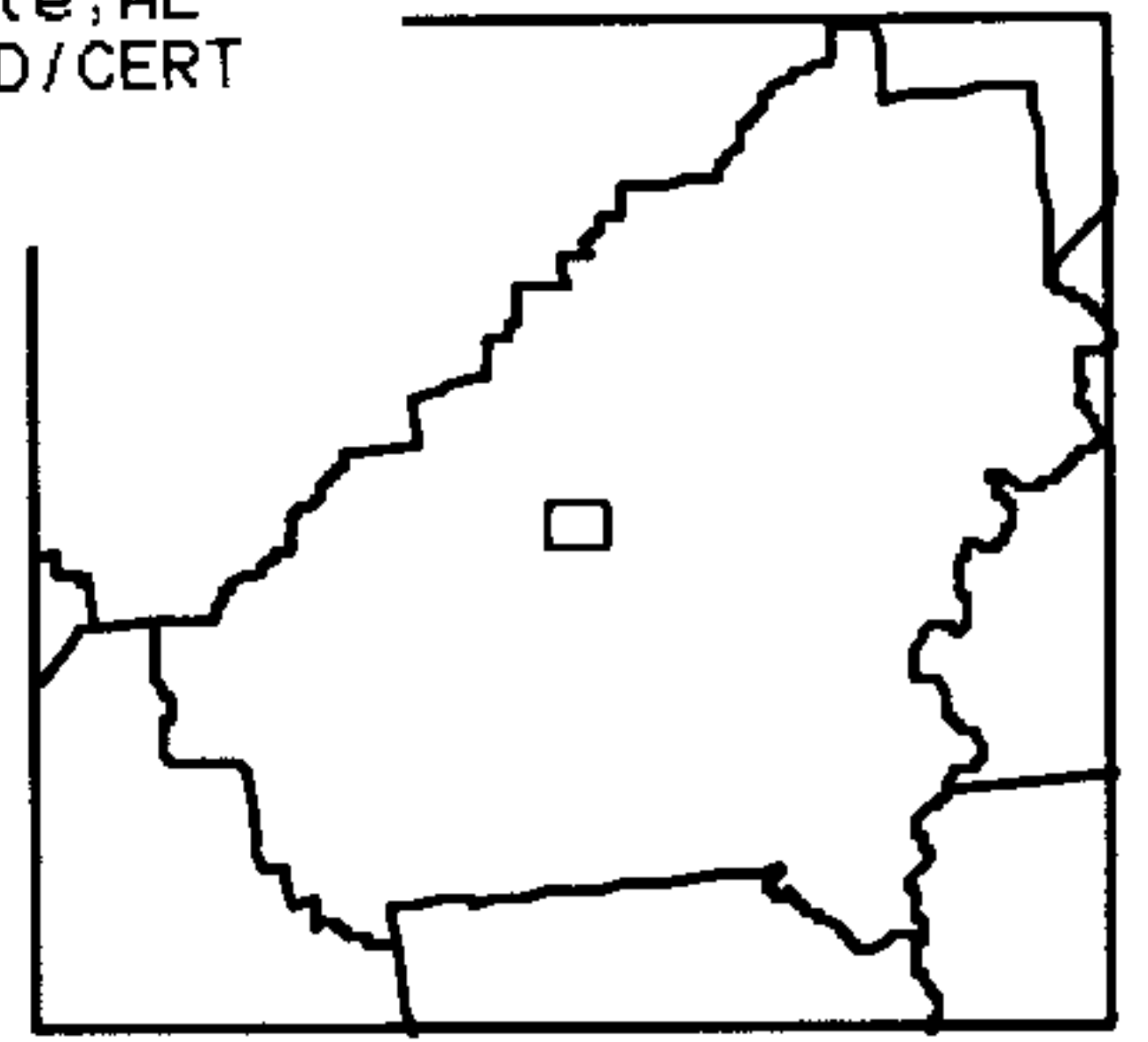
Deed Tax: \$.50

LEGEND

Buck Easement

County: **SHELBY**
District: **COLUMBIANA**
MgtArea: **LONGLEAF (215)**
Comprtmt: **1**
QuadName: **CHELSEA**

Date _____
Forester _____
ACN _____



09-04-08
N
4 in. = 1 Mile

