

500<sup>00</sup>

DECLARATION OF INGRESS AND EGRESS EASEMENT FOR  
ROADWAY ALONG DRAINAGE SYSTEM

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

THIS DECLARATION OF INGRESS AND EGRESS EASEMENT is made this 21  
day of November, 2008, by Melford O. Cleveland, a single man, individually, and as  
Executor and Representative of the Estate of Sarah Head in favor of Seaman Timber Company,  
an Alabama Corporation.

WHEREAS, an Agreement entered into between Seaman Timber Company, Inc., and its  
successors, (hereafter Seaman) and Shane Boatright (hereafter Boatright) on the one hand, and  
Melford O. Cleveland and Melford O. Cleveland as Executor and Representative of the Estate of  
Sarah Head on the other, (hereafter Cleveland) dated September 19, 2008, which was recorded in  
the Office of the Probate Judge of Shelby County, Alabama, on September 22, 2008, as  
document number 20080922000374480, provides that Seaman will maintain and repair a  
Drainage System which was constructed to prevent drainage and run off from the Seaman Plant  
from coming on to the Cleveland Farm, and also to prevent the Seaman Plant drainage from  
coming on to the Cleveland Farm from the Seaman Farm; and

WHEREAS, the use of a roadway that lies on the Cleveland property and runs along side  
part of the said Drainage System would be of convenience to Seaman in carrying out its  
responsibilities of maintaining and repairing the said System.

NOW, THEREFORE, in consideration of the foregoing recitals, and the sum of Ten  
Dollars (\$10.00) in hand paid to Cleveland and other good and valuable consideration, the  
receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as  
follows:

1. Cleveland grants to Seaman an Ingress and Egress Easement along the said  
roadway solely for Seaman's use in maintaining and repairing the said Drainage System. (A  
drawing of this Roadway Easement and a description of it by metes and bounds is attached  
hereto as Exhibit A2, and incorporated herein as if fully set out.) The description of the  
Easement appears on Exhibit A2 under the heading Legal Description Access Easement 2.

2. This Easement is a burden on the Cleveland Farm for the benefit of the Seaman  
Timber Company Plant, and is not exclusive. It will continue as long as Seaman and its  
successors maintain and repair the said Drainage System, and will cease if the said repair and  
maintenance ceases.

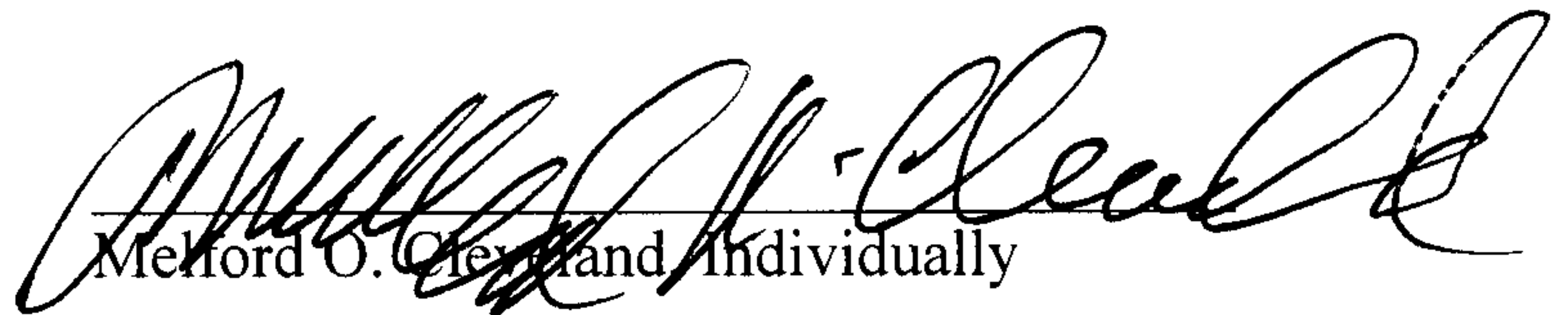
3. Seaman will repair any damages at its own expense to the Easement which is  
caused by or in connection with its use by Seaman traffic, provided that Cleveland will repair  
any damage at his expense which is caused by or in connection with its use by Cleveland, his  
agents, servants, or employees.

4. Seaman will hold Cleveland and his successors harmless from any demand, claim, or action at law which arises out of or in connection with the use of the Easement by Seaman, and by anyone else using it for the benefit or possible benefit to Seaman.

5. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Declaration shall be valid and enforced to the full extent permitted by law.

6. Shane Boatright joins in the execution of this Easement to evidence his consent as the sole and only shareholder of Seaman Timber Company, Inc.

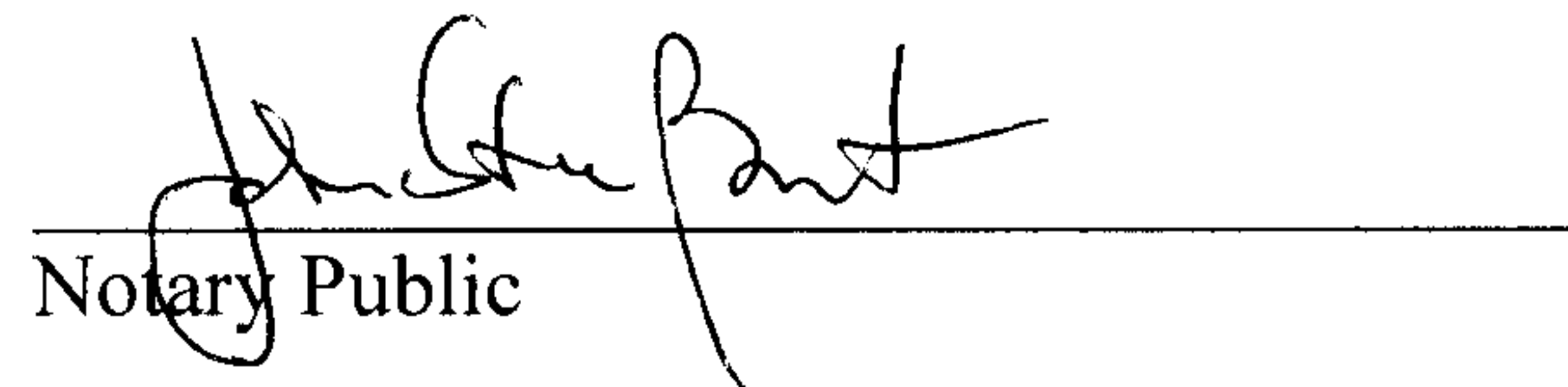
IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the day and year first written above.

  
Melford O. Cleveland Individually

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Melford O. Cleveland, Individually, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of November, 2008.

  
Notary Public

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 13, 2012**  
**BONDED THRU NOTARY PUBLIC UNDERWRITER'S**

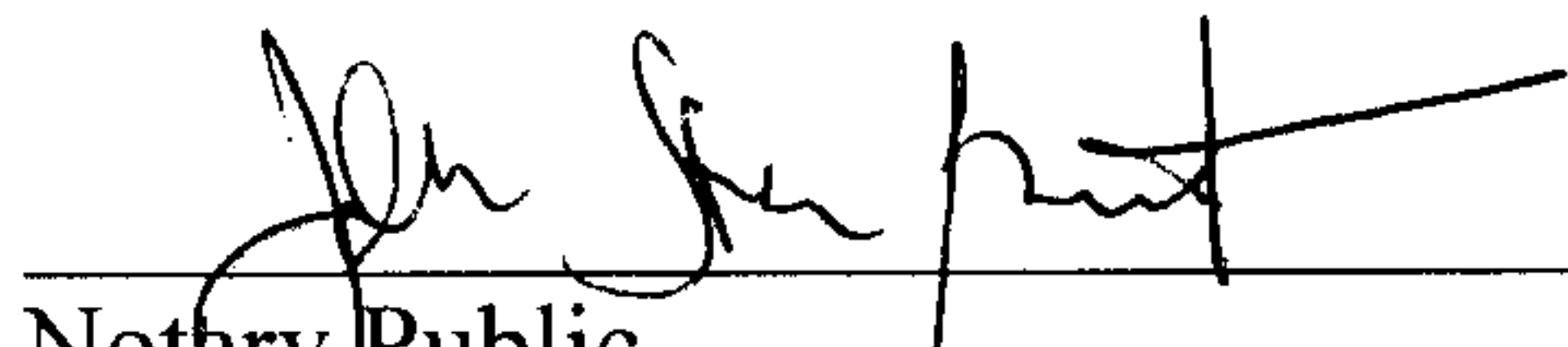
20081124000447860 3/5 \$23.50  
Shelby Cnty Judge of Probate, AL  
11/24/2008 12:07:46PM FILED/CERT

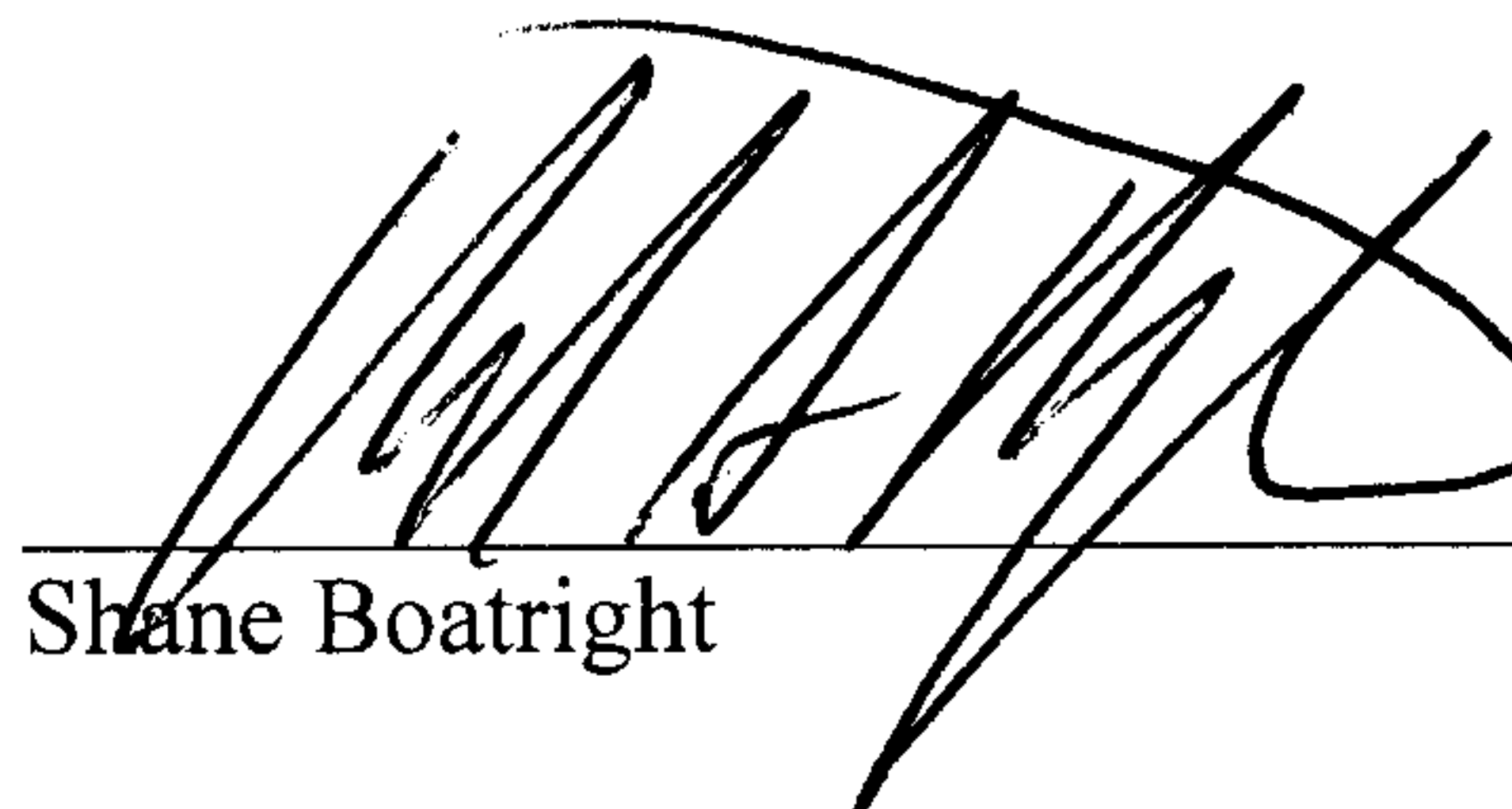
  
Melford O. Cleveland, Executor and  
Representative of the Estate of Sarah Head

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned Notary Public in and for said County in said State, do hereby certify that Melford O. Cleveland, whose name as Executor and Representative of the Estate of Sarah Head is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he, in his capacity as such Executor and Representative of the Estate of Sarah Head, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 21 day of November, 2008.

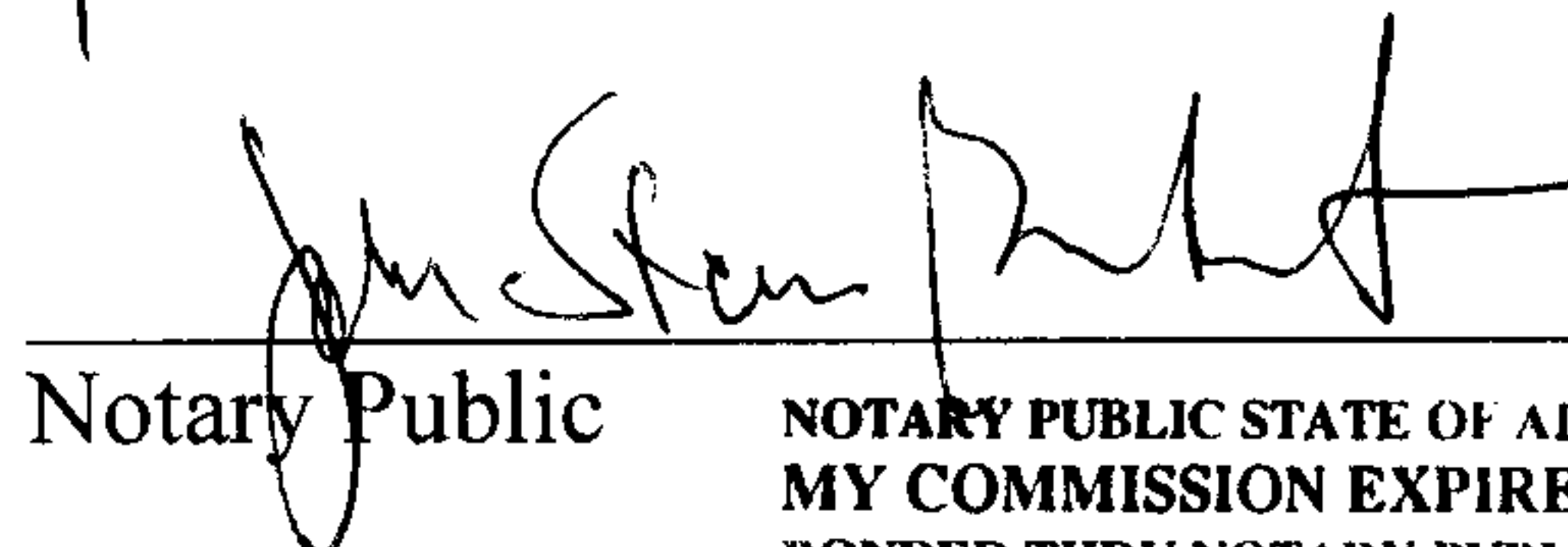
  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
My commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
\_\_\_\_\_  
Shane Boatright

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21 day of November, 2008.

  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
My commission expires: BONDED THRU NOTARY PUBLIC UNDERWRITERS



20081124000447860 4/5 \$23.50  
Shelby Cnty Judge of Probate, AL  
11/24/2008 12:07:46PM FILED/CERT

SEAMAN TIMBER COMPANY, INC.

By: [Signature]  
Its: President

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shane Boatright, whose name as President of Seaman Timber Company, Inc., a 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 the said instrument, Shane Boatright, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

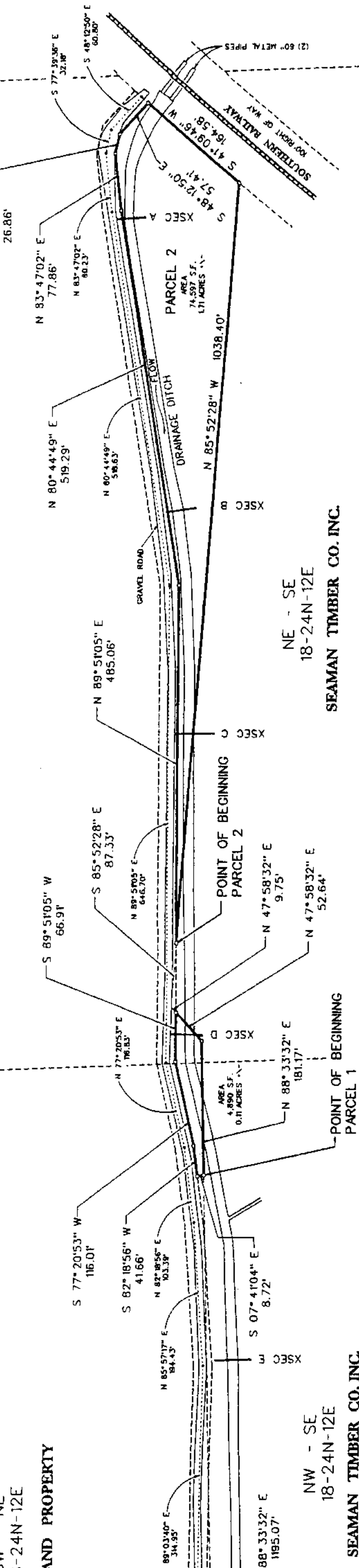
GIVEN under my hand and seal, this 21 day of November, 2008.

[Signature]  
Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 13, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS  
My commission expires: \_\_\_\_\_



POINT OF COMMENCEMENT  
SOUTHWEST CORNER  
NORTHWEST QUARTER  
SECTION 18  
TOWNSHIP 24 NORTH  
RANGE 12 EAST

SW - NE  
18-24N-12E  
CLEVELAND PROPERTY



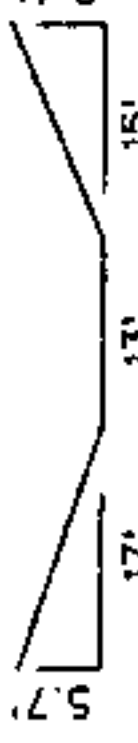
NW - SE  
18-24N-12E  
SEAMAN TIMBER CO. INC.

NE - SE  
18-24N-12E  
SEAMAN TIMBER CO. INC.

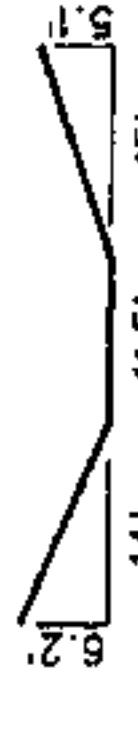
CROSS SECTIONS AS CONSTRUCTED - VIEW DOWNSTREAM

SCALE : 1" = 20'

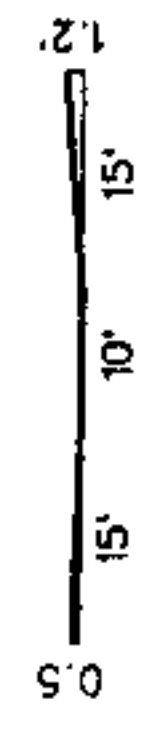
SECTION "G"



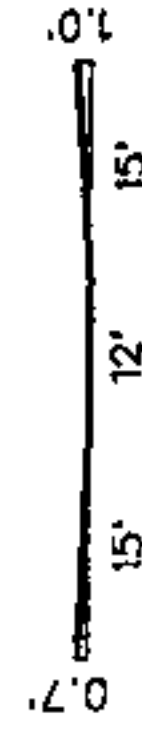
SECTION "F"



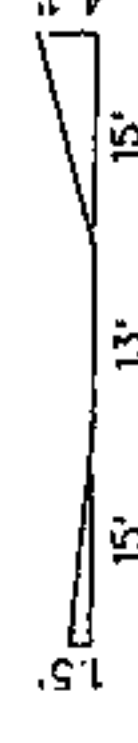
SECTION "I"



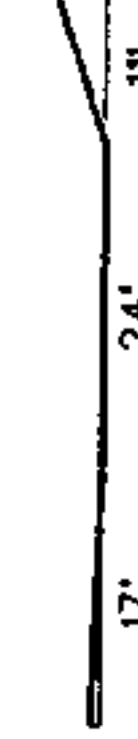
SECTION "H"



SECTION "D"



SECTION "C"



SECTION "B"



SECTION "A"



LEGAL DESCRIPTION  
PARCEL 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN NORTH 88°33'32" EAST FOR A DISTANCE OF 1195.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'32" EAST FOR A DISTANCE OF 181.17 FEET; THENCE RUN NORTH 47°58'32" EAST FOR A DISTANCE OF 52.64 FEET; THENCE RUN SOUTH 88°51'05" WEST FOR A DISTANCE OF 66.91 FEET; THENCE RUN SOUTH 77°20'53" WEST FOR A DISTANCE OF 116.01 FEET; THENCE RUN SOUTH 82°18'56" WEST FOR A DISTANCE OF 41.66 FEET; THENCE RUN SOUTH 07°41'04" EAST FOR A DISTANCE OF 8.72 FEET TO THE POINT OF BEGINNING.  
CONTAINS 4.890 SQUARE FEET (0.11 ACRES ±)

LEGAL DESCRIPTION  
PARCEL 2

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN NORTH 88°33'32" EAST FOR A DISTANCE OF 1376.24 FEET; THENCE RUN NORTH 47°58'32" EAST FOR A DISTANCE OF 82.39 FEET; THENCE RUN SOUTH 85°52'28" EAST FOR A DISTANCE OF 87.33 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°51'05" EAST FOR A DISTANCE OF 485.06 FEET; THENCE RUN NORTH 80°44'49" EAST FOR A DISTANCE OF 519.29 FEET; THENCE RUN SOUTH 83°47'02" EAST FOR A DISTANCE OF 77.86 FEET; THENCE RUN SOUTH 77°39'36" EAST FOR A DISTANCE OF 26.86 FEET; THENCE RUN SOUTH 48°12'50" EAST FOR A DISTANCE OF 57.41 FEET ± TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SOUTHERN RAILWAY; THENCE RUN SOUTH 41°09'46" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 164.58 FEET; THENCE RUN NORTH 85°52'28" WEST FOR A DISTANCE OF 1038.40 FEET TO THE POINT OF BEGINNING.  
CONTAINS 74.597 SQUARE FEET (1.71 ACRES ±)

LEGAL DESCRIPTION  
ACCESS EASEMENT 1

A 60' ACCESS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN SOUTH 02°05'00" EAST FOR A DISTANCE OF 209.20 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 87°55'00" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN SOUTH 07°05'00" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 87°55'00" WEST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 02°05'00" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION  
ACCESS EASEMENT 2

A 25' ACCESS EASEMENT LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA, THIS EASEMENT LINES 12.5 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 12 EAST AND RUN SOUTH 02°05'00" EAST FOR A DISTANCE OF 63.28 FEET; THENCE RUN SOUTH 89°21'46" EAST FOR A DISTANCE OF 60.06 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°21'46" WEST FOR A DISTANCE OF 29.43 FEET; THENCE RUN NORTH 03°11'55" EAST FOR A DISTANCE OF 70.96 FEET; THENCE RUN NORTH 87°21'41" EAST FOR A DISTANCE OF 585.00 FEET; THENCE RUN SOUTH 89°03'40" EAST FOR A DISTANCE OF 314.95 FEET; THENCE RUN NORTH 85°57'17" EAST FOR A DISTANCE OF 194.43 FEET; THENCE RUN NORTH 82°18'56" EAST FOR A DISTANCE OF 103.39 FEET; THENCE RUN NORTH 77°20'53" EAST FOR A DISTANCE OF 116.83 FEET; THENCE RUN NORTH 89°51'05" EAST FOR A DISTANCE OF 646.70 FEET; THENCE RUN NORTH 80°44'49" EAST FOR A DISTANCE OF 518.63 FEET; THENCE RUN NORTH 83°47'02" EAST FOR A DISTANCE OF 80.23 FEET; THENCE RUN SOUTH 77°39'36" EAST FOR A DISTANCE OF 32.18 FEET; THENCE RUN SOUTH 48°12'50" EAST FOR A DISTANCE OF 60.80 FEET TO THE ENDING POINT OF THIS CENTERLINE.

NOTES

- 1 Field work for this drawing was completed on October 31, 2008.
- 2 Bearings shown hereon are based on a deed recorded April 21, 2004 in Deed Book 238, Page 547 in the Probate Office of Shelby County, Alabama.

SURVEYOR'S STATEMENT

This survey has 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.



**Keith Vining**  
PROFESSIONAL LAND SURVEYOR  
125 First Street North  
Centerville, Alabama 35042  
205-910-9157



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Shelby Cnty Judge of Probate, AL  
11/24/2008 12:07:46PM FILED/CERT

Scaled for Recording

EXHIBIT DRAWING

TWO PARCELS OF LAND &  
TWO ACCESS EASEMENTS

Located in  
Section 18, Township 24 North, Range 12 East,  
Shelby County, Alabama

DATE	11-02-2008	SCALE	1" = 100'	SHEET NO.	CM
DRAWN BY		CHECKED BY		DATE	
DATE		DATE		DATE	