

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

Grantee's Address:  
P.O. Box 16126  
Mobile, AL 36616

STATE OF ALABAMA )

RIGHT-OF-WAY EASEMENT

SHELBY COUNTY )

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 **Delaney Exchange, 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 non-exclusive easement for a right-of-way for ingress and egress only, and all public utilities, across the following described property:

DESCRIPTION:

A 60' strip of land in the SE/4 of Section 23 and a 60' by 60' strip of land in the NE/4 of Section 23, all in Township 20S, Range 2W, in Shelby County, Alabama, following the route set out on Exhibit "A" attached hereto and made a part hereof.

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 Grantee, its successors and assigns, subject however, to the following terms:

The easement hereby granted is non-exclusive and Grantor reserves to itself, its 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 agrees 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 use of the above described property by Grantee or its successors or assigns, or any means of ingress thereto or egress therefrom by Grantee or its successors or assigns, regardless of whether or not such injuries or damage are alleged to be caused in whole or in part by Grantee, its agents, employees or assigns.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its Vice President who is thereunto duly authorized on this the 11<sup>th</sup> day of December, 2008.

**THE WESTERVELT COMPANY, INC.**

By: James J. King, Jr.  
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., a Delaware corporation,** 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, that he as such officer executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 11<sup>th</sup> day of December, 2008.

Shelby County, AL 01/26/2009  
State of Alabama

Deed Tax: \$.50

Debra Raylock  
Notary Public in and for the  
State of Alabama at Large

MY COMMISSION EXPIRES FEB. 23, 2010

My commission expires: \_\_\_\_\_



LEGEND

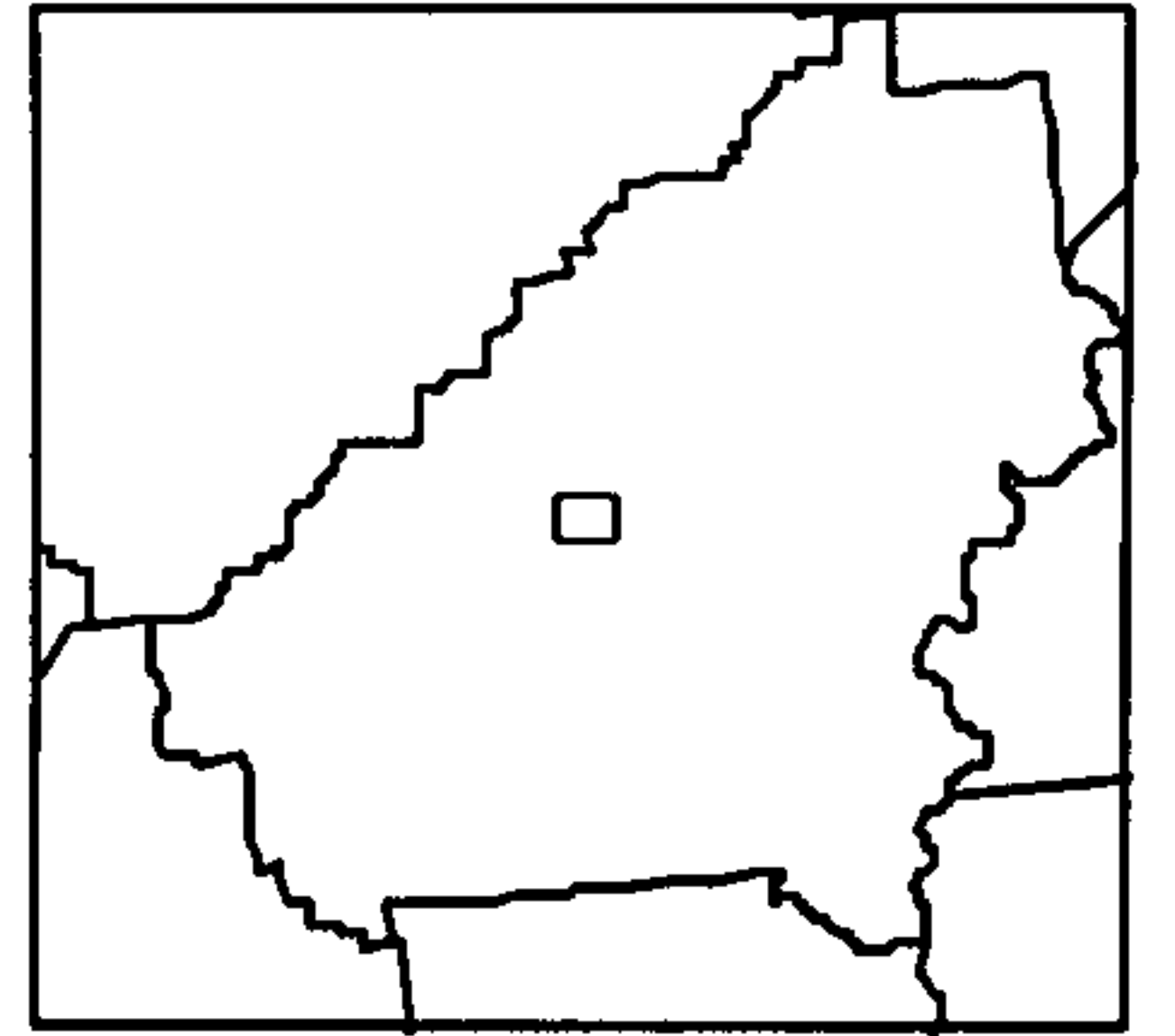
EXHIBIT "A"

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



Date \_\_\_\_\_  
Forester \_\_\_\_\_  
ACN \_\_\_\_\_

20090126000024940 3/3 \$17.50  
Shelby Cnty Judge of Probate, AL  
01/26/2009 03:33:38PM FILED/CERT



11-17-08



4 in. = 1 Mile

