
GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT, made this 18th day of March, 2009,
by and between Harlon Lance Coley and Sondra Storey Coley, hereinafter referred to as
"Grantor", and BancorpSouth Bank, hereinafter referred to as "Grantee".

WHEREAS, Grantee desires to acquire a certain easement ("Easement") in a portion of
Grantor's property commonly known as Lot 151, Long Branch Estates, Phase II, as recorded in
Map Book 36, Page 93, in the Probate Office of Shelby County, Alabama, (the "Land"), which
easement is designated as a portion of the driveway servicing Lot 152, Long Branch Estates,
Phase II, as recorded in Map Book 36, Page 93, in the Probate Office of Shelby County,
Alabama ("Easement Area"). Said driveway encroaches onto the adjoining Lot 151. A survey of
Lot 151, showing the portion of the driveway encroaching onto the property is attached as
Exhibit "A" attached hereto and incorporated herein.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement over the Land
hereinabove designated for so long as the Easement Area is used exclusively for the purpose(s)
of accessing the residence located at Lot 152, Long Branch Estates, Phase II. Grantor expressly
reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant
other easements or licenses at the same location so long as such use does not unreasonably
interfere with the rights herein granted. Should the Grantee alter, move or relocate the driveway
servicing Lot 152 in such a way as that portion of the driveway currently encroaching onto Lot
151 is no longer needed to provide vehicular access to Lot 151, then the easement granted herein
shall terminate upon the completion of such alteration, movement or relocation of the driveway
servicing Lot 152. Value of said easment is Four Thousand Dollars (\$4,000.00).

2. Grantee shall maintain the Easement Area together with any improvements
constructed or installed thereon by Grantee or associated with Grantee's use of the Easement
Area. The operation and maintenance of such improvements and of the Easement Area shall be
at Grantee's sole cost and expense. Said maintenance shall comply with the character of the
neighborhood and any and all subdivision covenants and restrictions

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or



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losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR:

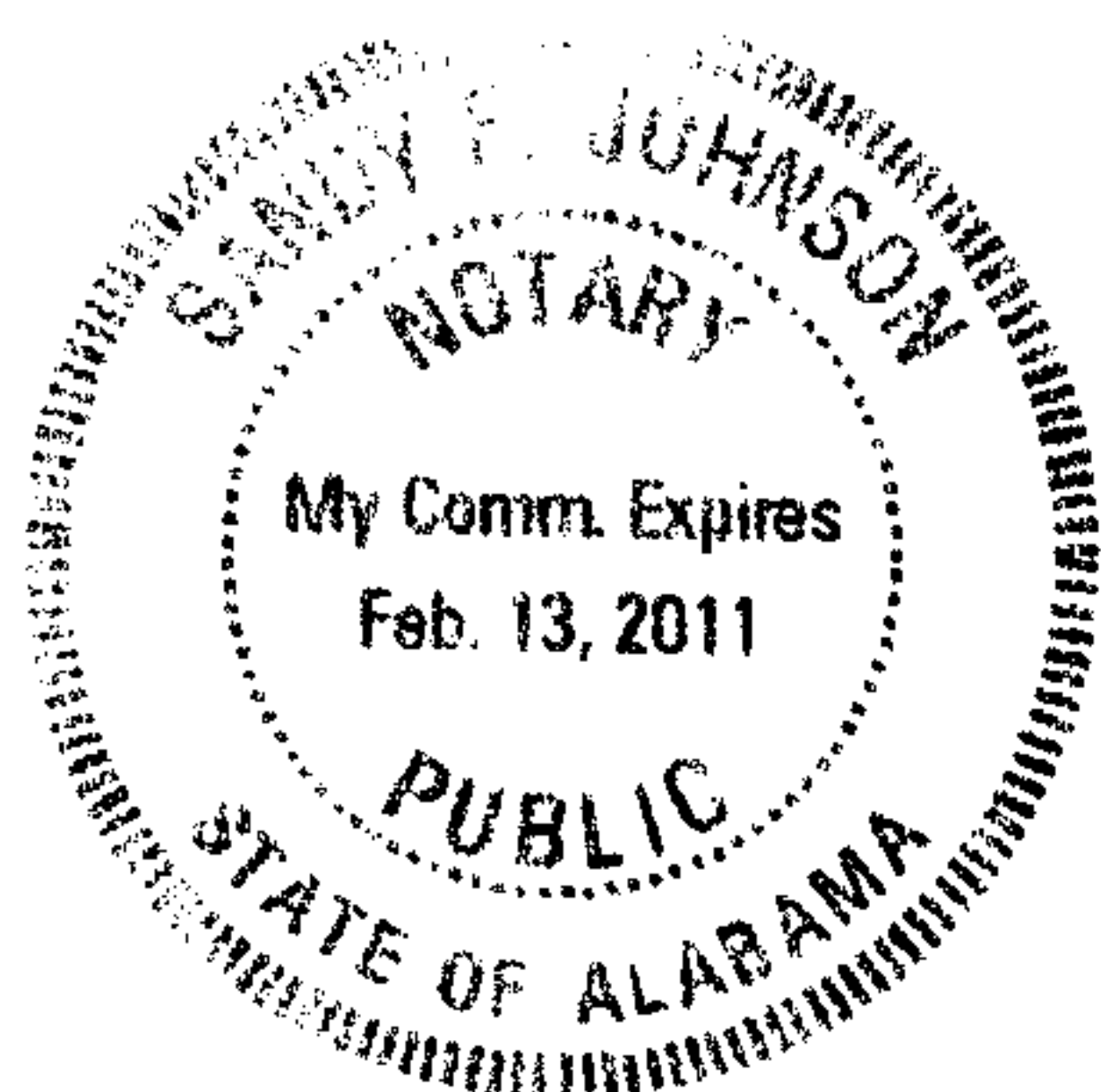

Harlon Lance Coley


Sondra Storey Coley

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Harlon Lance Coley and Sondra Storey Coley, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2009.




Notary Public
My Commission Expires:



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GRANTEE:

BancorpSouth Bank

David L. Williamson

By: David L. Williamson

Its: Sr. Vice President

STATE OF ALABAMA)
COUNTY OF SHELBY)

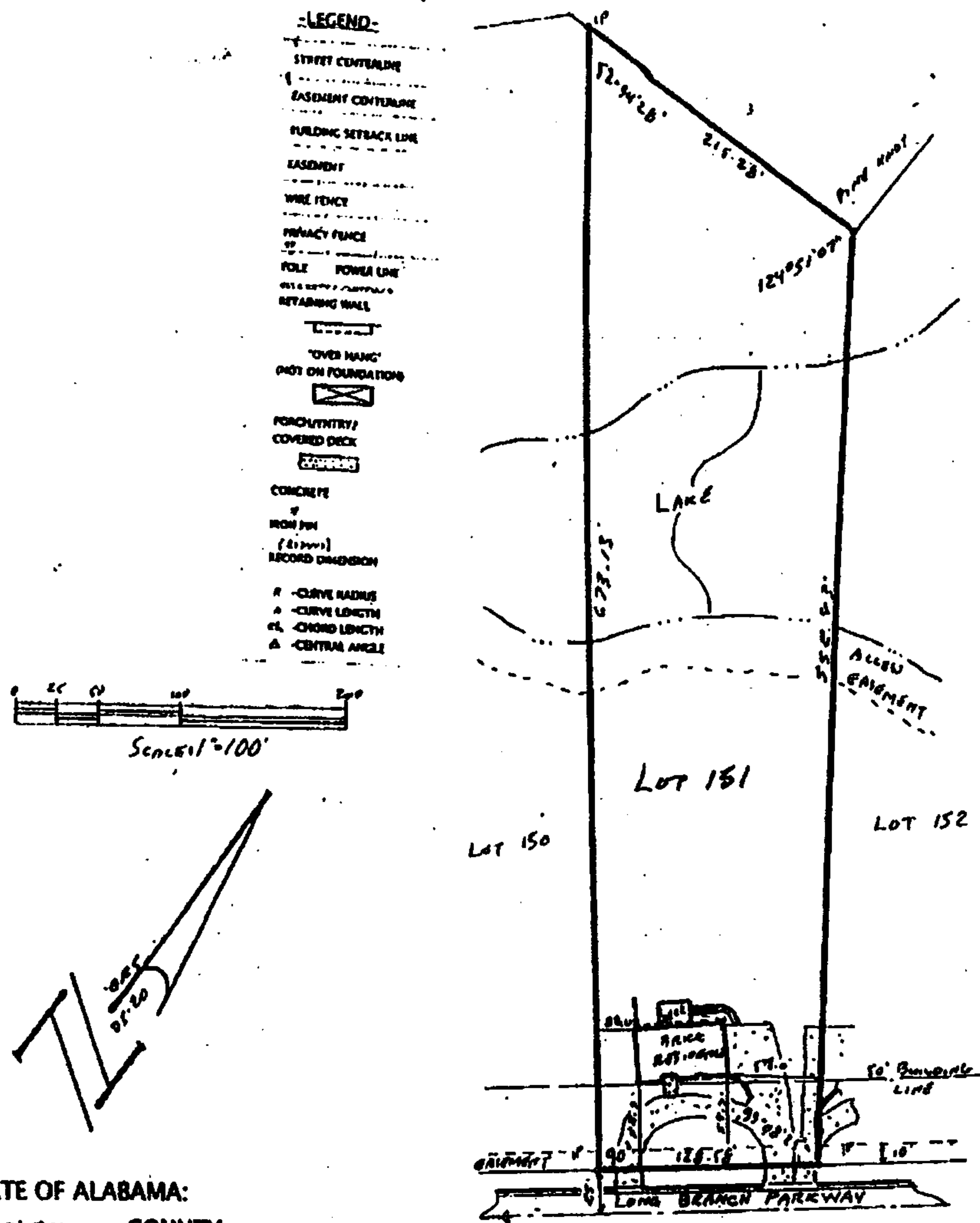
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David L. Williamson, whose name is signed to the foregoing instrument as the Sr. Vice President of BancorpSouth Bank, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 6th day of MARCH, 2009.

Greta Fuller Gutschall

Notary Public

My Commission Expires: 2-7-10



STATE OF ALABAMA:

Shelby COUNTY:

I, Gary R. Smith, a Licensed Professional Land Surveyor in the State of Alabama, hereby state that the foregoing is a plat or map of the following described property:

Final Plat
 Lot 151, Block -, of Long Branch Estates - Phase II, as recorded in
 Map (Plat) Book 36, Page 93, Judge of Probate's Office, Shelby County, Alabama
A/B

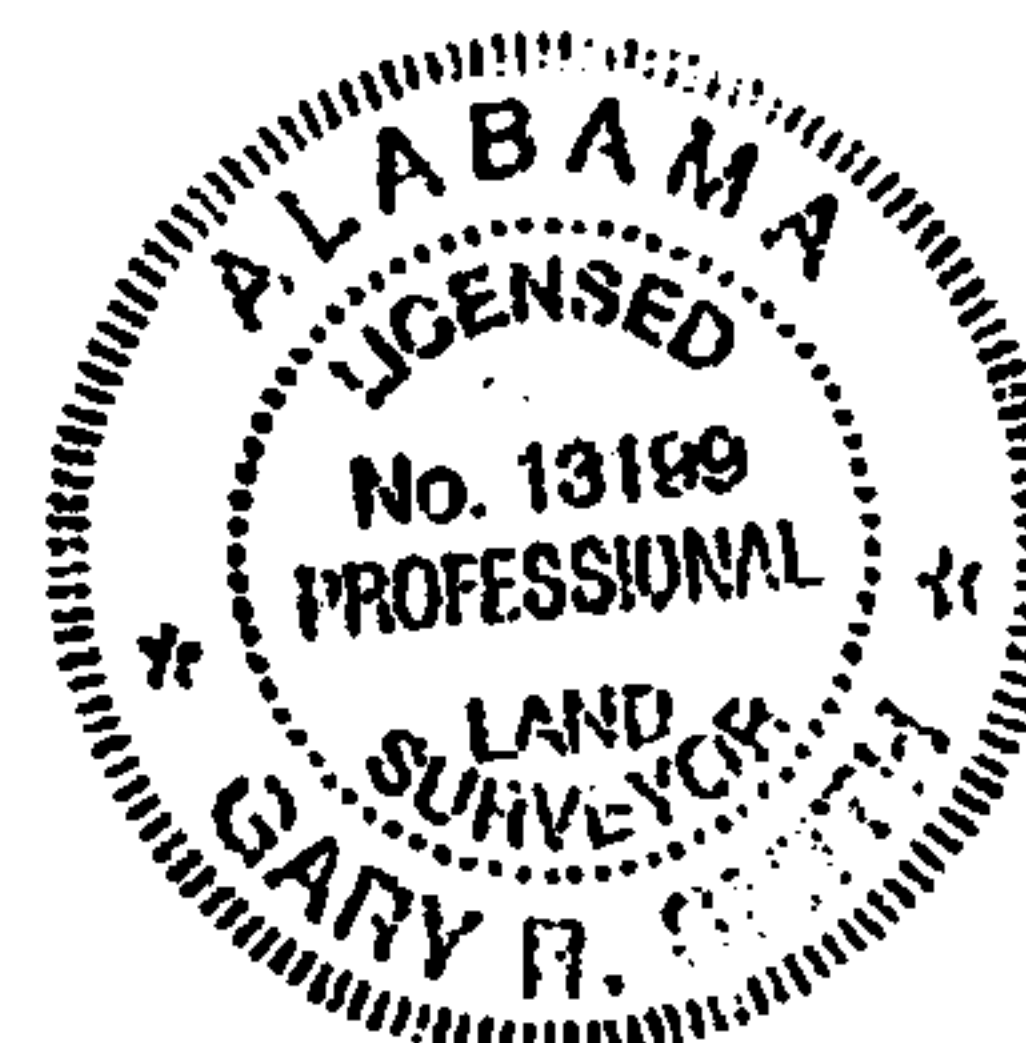
I further state that: the building(s) now erected on said land lie(s) within the boundaries of same, except as may be shown; there are no encroachments by buildings on the adjoining lands, except as may be shown; there are no easements, rights-of-way or joint driveways over or across said land visible on the surface of the ground or found in public record, except as may be shown; there are no electric or telephone wires (excluding wire which serves the premises only) or structures or supports therefor over or across said land, except as may be shown; iron pins and/or markers shown on this plat have been located by me; the basis of bearing is the above-cited record map; the property is NOT within a "Special Flood Hazard Area"; and, all parts of this survey and 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.

The correct address is 1089 Long Branch Parkway, Calera, Alabama.

According to my survey this 24 day of February, 2009.

Gary R. Smith

GARY R. SMITH
 PLS, Ala. Reg. #13199
 GRS Surveying CA 772-S
 19600 Zanzibar Lane, Vance, Alabama 35490
 Mailing Address P. O. Box 608
 Bessemer, Alabama 35021
 (205) 960-2252



This survey prepared for CLOSING/LOAN purposes only

Survey Order # 2009-0096



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