

#500⁰⁰

STATE OF ALABAMA)
SHELBY COUNTY)

This instrument prepared by:
A. Eric Johnston
Attorney at Law
1200 Corporate Drive, Suite 107
Birmingham, AL 35242

EASEMENT

This Indenture is given this the 22nd day of October, 2010 by **Charles M. Patterson, Jr.** and **Myra Patterson** ("Grantors") to **Warren K. Bailey** ("Grantee").

WHEREAS, the Grantors are seized in fee simple of certain real property located in Shelby County, Alabama; and

WHEREAS, the Grantee is seized in fee simple of certain real property located in Shelby County, Alabama; and

WHEREAS, the real property owned by the property owned by the Grantors joins the property owned by Grantee; and

WHEREAS, it is the desire of the parties to provide an Easement to Grantee's property for his use and enjoyment.

NOW, THEREFORE, in consideration of \$10.00 and other consideration in hand paid by Grantee to Grantors, the sufficiency of which is hereby acknowledged, Grantors do hereby grant the following Easements:

1. The Grantors grant an exclusive Easement to Grantee and his invitees, licensees, agents, employees, successors and assigns for any lawful purpose, said Easement more particularly described as follows:

A tract of land situated in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama, being a part of Lot 1, Patterson Family Subdivision, and better described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence South $00^{\circ}31'48''$ East along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$, a distance of 576.06 feet to the Northeast

corner of said Lot 1 and the point of beginning; thence continue South 00°31'48" East along the East line of said 1/4-1/4 and the East line of Lot 1, a distance of 728.57 feet; thence North 19°50'19" West, a distance of 164.39 feet; thence South 70°09'41" West, a distance of 20.00 feet; thence North 19°50'19" West, a distance of 427.02 feet to a point on the northwest line of Lot 1; thence North 64°42'21" East along said line, a distance of 77.29 feet; thence North 44°23'16" East along said line, a distance of 204.29 feet to the point of beginning.


Containing 77,997 square feet or 1.79 acres.

2. Grantee shall assume risk of loss, damage or destruction to personal property or any liability to any person or persons that may occur on or within the Easement and which resulted from, or was alleged to have resulted from, any act or action by any person. This shall in no way diminish the responsibility for any third person who shall cause any injury to property or damage to person.
3. Grantee shall indemnify and hold harmless Grantors from any claim or action for damages or other claim as a result of any use by any other person of the easement.
4. The Grantor shall pay property taxes that may be assessed on the real property underlying the Easement herein granted.
5. The Grantors acknowledges they are the lawful fee simple owners of the property underlying the Easement. By granting the Easement, they specifically reserve all legal rights in said property to themselves and the granting of the Easement does not establish any legal right or title to the said underlying real property, except as provided in this Easement and the Grantee accepts the Easement on the condition that he make no possessory or adverse possession claim to the underlying title and that the granted Easement is only for the purposes herein stated.
6. This Easement shall be subject to any restrictions or covenants of record which may exist as a encumbrance on the underlying real property. However, no party shall take any action that shall create an encumbrance on the rights or operation of the easement herein granted.

7. This Easement shall remain in effect for perpetuity to the benefit of the Grantee and any successor in title to Grantee for any real property owned by him that is contiguous to real property described in this Easement.

8. Grantee and Grantors agree this Easement is given to Grantee as partial consideration for Grantee permitting use of a bridge easement owned by Grantee. Because Grantors ownership of real property is 20 acres or more at the time this Easement is granted, Grantors are not required to obtain certain approvals from the county for its use. In the event of a reduction of their property to less than 20 acres, certain laws will restrict them. It is not the purpose of the parties hereto to cause any restriction or encumbrance to the Grantors' property as a result of this Easement. Provided however, in the event Grantors' property holdings go below 20 acres, or subdivided, parts of it sold or conveyed to third parties, development occurs that would change the rights of Grantors concerning their property, or there is any change in the law that would permit their conveyance of the title of the said property without effecting the regulation of Grantors' property by the county or state, then the Grantors for themselves or for their successors in title, agree they will convey to Grantee or his successor in title, all right, title and interest they have in the real property described in paragraph 1 above by statutory warranty deed without further consideration.

9. This Easement shall run with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee. Further, in the event the real property described herein is conveyed by statutory warranty deed as provided in paragraph 8 above, that agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantors and Grantee.


20101027000359220 3/4 \$21.50
Shelby Cnty Judge of Probate, AL
10/27/2010 10:18:05 AM FILED/CERT

WITNESS OUR HANDS AND SEALS on the date first above written.


Charles M. Patterson, Jr., GRANTOR



Myra Patterson, GRANTOR


Warren K. Bailey, GRANTEE

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, Pamela M. Moman, a Notary Public in and for said County in said State, hereby certify that **Charles M. Patterson, Jr.** and **Myra Patterson**, whose names are signed to the forgoing Easement and who are know to me, acknowledged before me on this day, that, being informed of the contents of the Easement, they executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this the 22nd day of October, 2010.


Notary Public
My Commission Expires: 12-14-2012

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, Pamela M. Moman, a Notary Public in and for said County in said State, hereby certify that **Warren K. Bailey**, whose name is signed to the forgoing Easement and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Easement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of October, 2010.


Notary Public
My Commission Expires: 12-14-2012