

STATE OF ALABAMA)

SHELBY COUNTY)

EASEMENT

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

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

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

WHEREAS, the real property owned by the parties can be accessed across Shoal Creek by a bridge built and owned by Grantor; and

WHEREAS, it is the desire of the Grantor to provide an Easement to and across the bridge to Grantees' property in order to make it accessible across Shoal Creek.

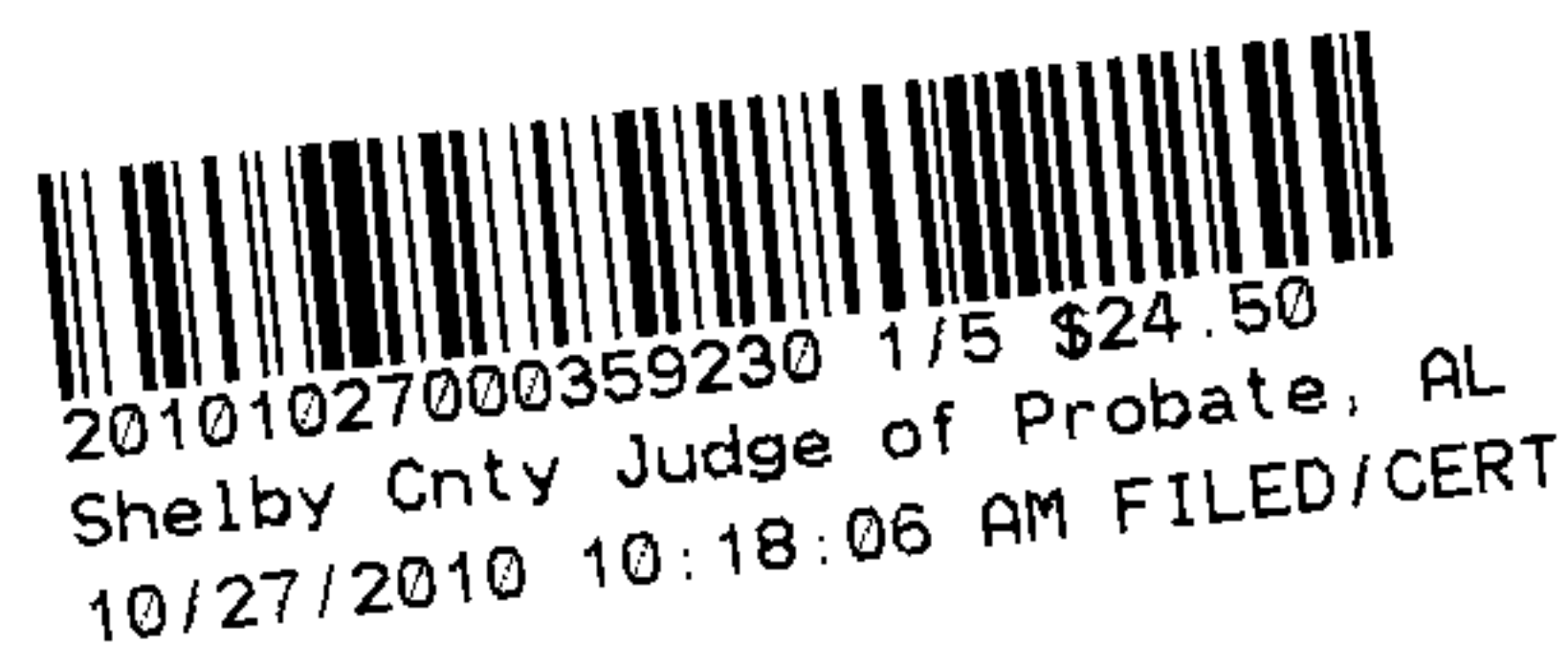
NOW, THEREFORE, in consideration of \$10.00 and other consideration in hand paid by Grantees to Grantor, the sufficiency of which is hereby acknowledged, Grantor does hereby grant the following Easement:

1. The Grantor grants an Easement to Grantees and their invitees, licensees, agents, employees, successors and assigns for utilities, ingress and egress, said Easement more particularly described as follows:

Legal Description contained on Exhibit "A" attached hereto.

2. The Easement provided in Paragraph 1 above is over the real property described and specifically including the bridge located within the legal description.

Shelby County, AL 10/27/2010
State of Alabama
Deed Tax : \$.50



3. The Grantor reserves the right to himself and his invitees, licensees, agents, employees, successors and assigns to use the easement for any lawful purpose.

4. The Grantor shall be responsible for all maintenance hereafter of the bridge.

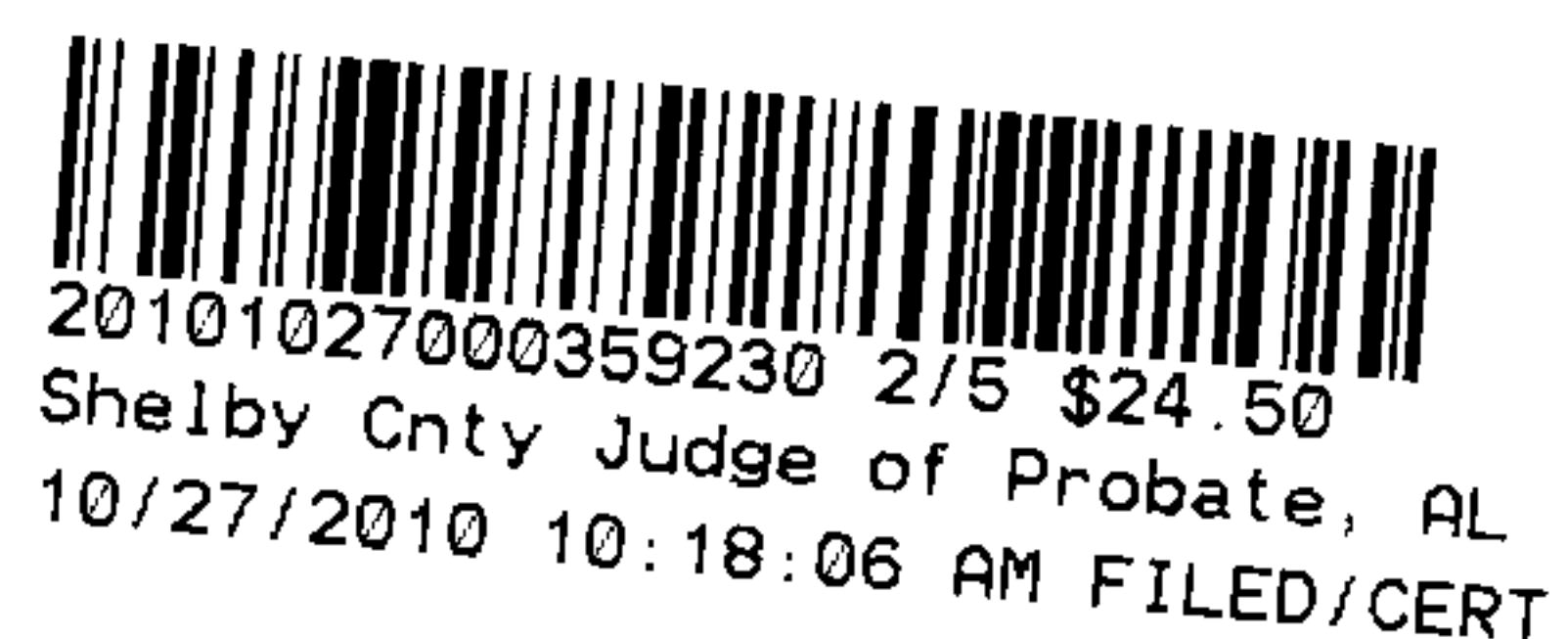
5. Each party shall assume his, her or their individual risk of loss, damage or destruction to personal property or any liability to any person or persons that may occur on or within the Easement and which resulted from, or was alleged to have resulted from, any act or action by a party hereto. This shall in no way diminish the responsibility for any third person who shall cause any injury to property or damage to person.

6. The Grantor shall pay property taxes that may be assessed on the real property underlying the Easement herein granted.

7. The Grantor acknowledges he is the lawful fee simple owner of the property underlying the Easement. By granting the Easement, he specifically reserve all legal rights in said property to himself 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 Grantees accept the Easement on the condition that they make no possessory or adverse possession claim to the underlying title and that the granted Easement is only for the purposes herein stated.

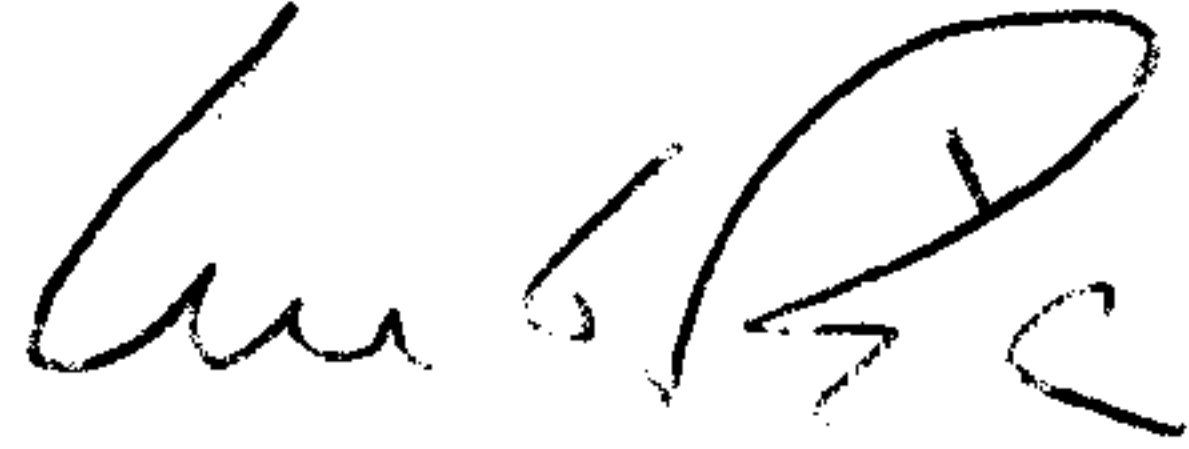
8. This Easement shall be subject to any restrictions or covenants of record which may exist as a encumbrance on the underlying real property. However, no party shall take any action that shall create an encumbrance on the rights or operation of the easement herein granted.

9. This Easement shall be in perpetuity, shall run with the land, and shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor and Grantees, including any future owner or owners of the respective underlying real property or the real property

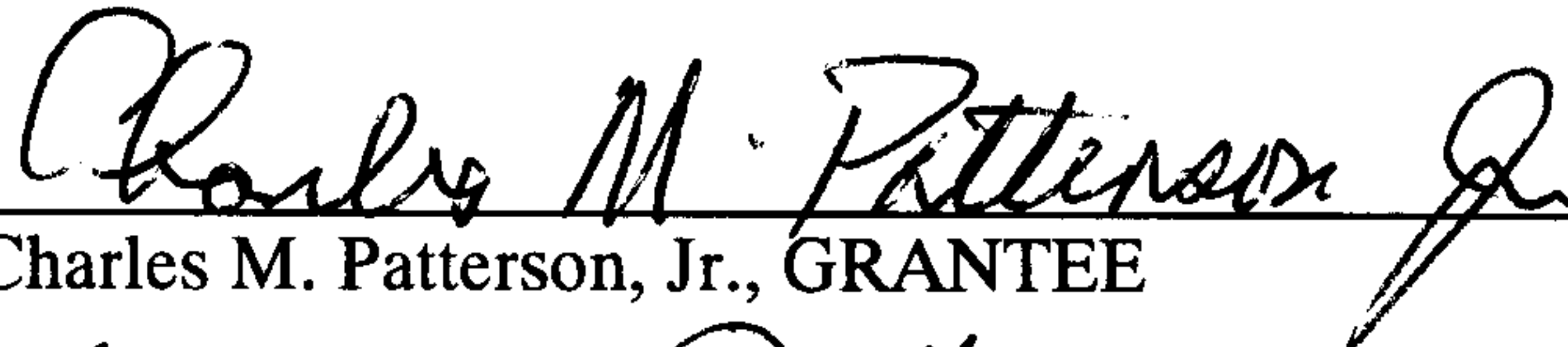


owned by the Grantees for which the within Easement is granted.

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



Warren K. Bailey, GRANTOR



Charles M. Patterson, Jr., GRANTEE



Myra Patterson, 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 **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



STATE OF ALABAMA
COUNTY OF SHELBY

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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.

Pamela M. Moman

Notary Public

My Commission Expires: 12-14-2012

This document prepared by:

A. Eric Johnston

Attorney at Law

1200 Corporate Drive, Suite 107

Birmingham, AL 35242



20101027000359230 4/5 \$24.50
Shelby Cnty Judge of Probate, AL
10/27/2010 10:18:06 AM FILED/CERT

BRIDGE EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE RUN NORTH 00°29'45" WEST FOR 312.41 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY #41 AND A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 09°39'25" WEST, A RADIAL DISTANCE OF 3,644.27 FEET; THENCE RUN EASTERLY ALONG THE ARC AND SAID ROAD RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 00°57'25", A DISTANCE OF 30.86 FEET; THENCE RUN SOUTH 00°29'45" EAST FOR 324.52 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4 SAID POINT ALSO BEING ON THE NORTH LINE OF SECTION 9; THENCE RUN EAST ALONG SAID SECTION LINE FOR 30 FEET; THENCE RUN SOUTH 00°31'48" EAST FOR 1328.25 FEET; THENCE RUN NORTH 88°32'29" WEST FOR 60.04 FEET TO A POINT ON THE WEST LINE OF SECTION 9; THENCE RUN NORTH 00°31'48" WEST ALONG THE WEST LINE OF SECTION 9 FOR 1328.12 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 89,222 SQUARE FEET OR 2.05 ACRES.



20101027000359230 5/5 \$24.50
Shelby Cnty Judge of Probate, AL
10/27/2010 10:18:06 AM FILED/CERT

EXHIBIT "A"