


This instrument was prepared by:
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Attorneys at Law
P.O. Box 382012
Birmingham, Alabama 35238

Grantees Address:
Douglas G. & Lynda N. Wisham
441 Stonegate Drive
Birmingham, AL 35242

STATE OF ALABAMA)
COUNTY OF SHELBY)


20110120000021140 1/8 \$34.50
Shelby Cnty Judge of Probate, AL
01/20/2011 12:21:10 PM FILED/CERT

EASEMENT AND RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS that S. W. SMYER, JR., INGRID FRANCES
SMYER, and HARALD L. SMYER the Grantors, in consideration of two hundred (\$200⁰⁰) & ⁰⁰/₁₀₀

dollars

and other good and valuable consideration, the receipt of which is hereby acknowledged, do
hereby GRANT, BARGAIN, SELL and CONVEY unto DOUGLAS G. WISHAM and wife, LYNDA
N. WISHAM, the Grantees, a perpetual right of way and easement for ingress and egress over
that certain real property situated in the County of SHELBY, State of Alabama, for the sole
purpose of ingress and egress over that certain real property situated in the County of SHELBY,
State of Alabama, described in Exhibit "A," attached hereto and made a part hereof.

Said easement and right of way shall be appurtenant to and run with the parcel of land of
the Grantees lying SOUTH, WEST, and NORTH from the easement and right of way herein
conveyed, said parcel of land being more particularly described in Exhibit "B," attached hereto and
made a part hereof.

Grantees, their heirs, successors and assigns and their successors in interest in the land
described in Exhibit "B" shall have full and free right and liberty for themselves and their tenants,
servants, visitors, licensees, and in common with all others having the like right, at all times
hereafter, with or without vehicles of any description, for all purposes
except as set out below, in connection with the use and enjoyment of said land of the Grantees,
to pass and re-pass along said right of way and easement, being more particularly described in

Exhibit "C," attached hereto and made a part hereof, for the purpose of passing over the land of Grantees described in Exhibit "B" and encroaching onto Grantor's land described in Exhibit "A."

The right for which this easement is granted cannot be expanded to other lands not described in Exhibit "B" without the written consent of the Grantors.

The Grantees agree that they shall cover the cost and expense for maintaining their improvements upon the above described easement and right of way described in Exhibit "C," for an indefinite period of time in perpetuity commencing on the date of the acknowledgement of the undersigned. The right for which said easement is granted does not include the right to expand the use of said easement.

Each of the parties agrees to indemnify and to hold the other harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repairs undertaken pursuant to this agreement.


This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.


The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.


TO HAVE AND TO HOLD said easement and right of way unto the Grantees, their heirs, successors and assigns, as appurtenant to the said land of the Grantees forever.


IN WITNESS WHEREOF, we the undersigned, have read and understand this agreement, agree to its terms, and hereunto set our hands and seals this 15th day of December, 2010.


S. W. SMYER, JR., Grantor


INGRID FRANCES SMYER, Grantor


HARALD L. SMYER, Grantor


LYNDA N. WISHAM, Grantee



DOUGLAS G. WISHAM, Grantee

ACKNOWLEDGEMENT

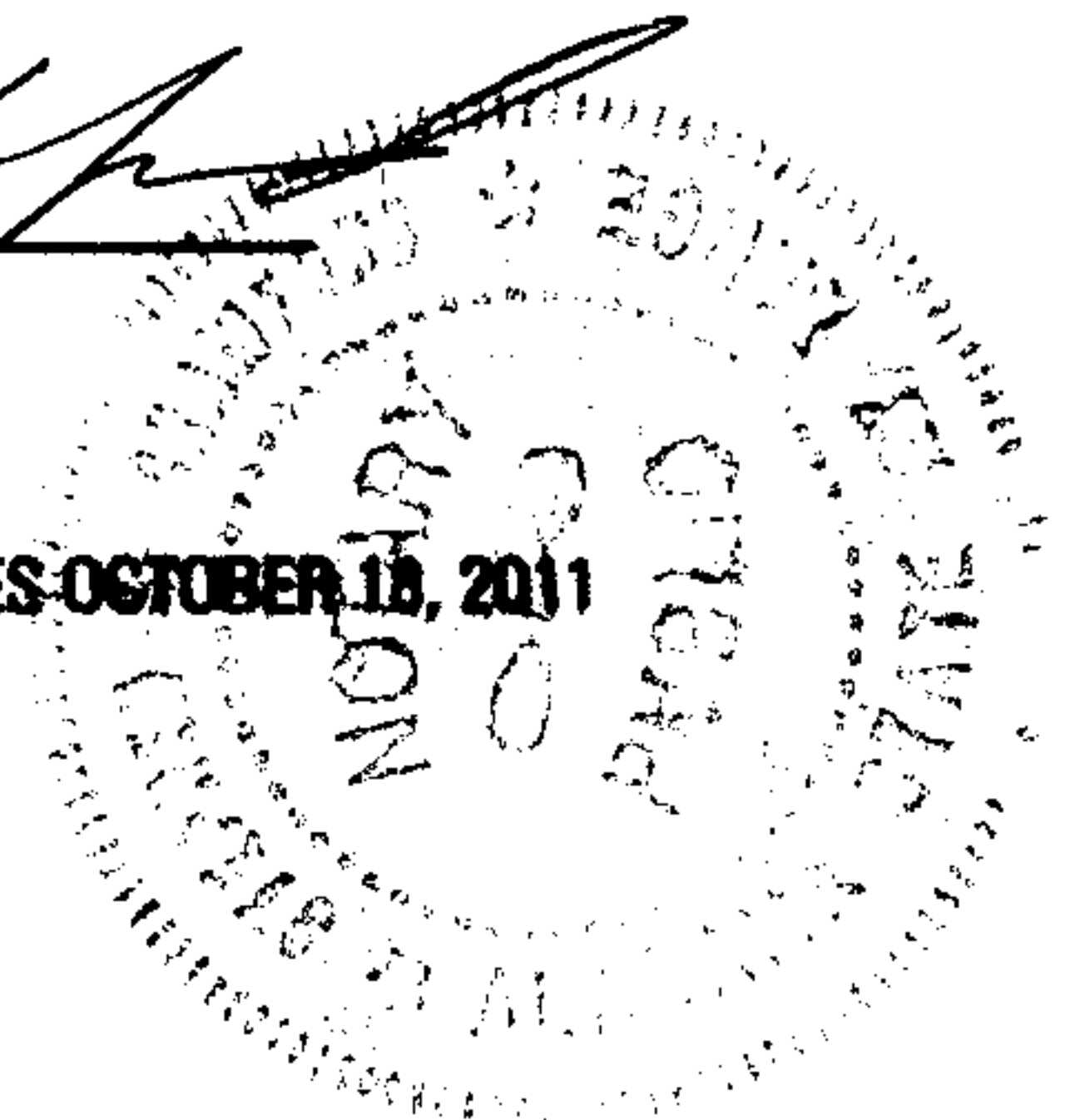
STATE OF ALABAMA)
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **S. W. SMYER, JR.**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of December, 2010.


Notary Public
My commission expires:

MY COMMISSION EXPIRES OCTOBER 18, 2011



ACKNOWLEDGEMENT

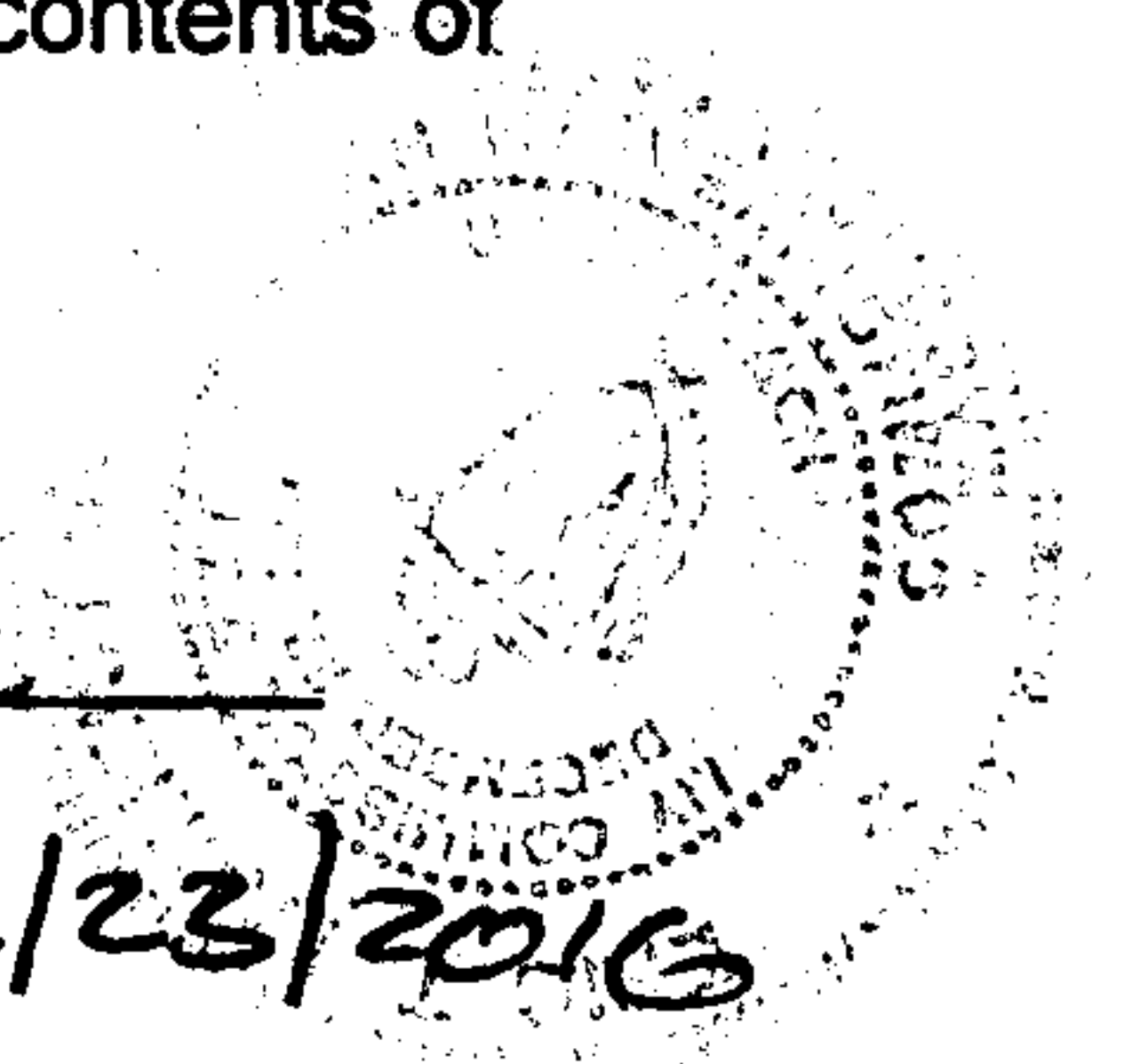
Commonwealth of Massachusetts
~~STATE OF ALABAMA~~
COUNTY OF Suffolk

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **INGRID FRANCES SMYER**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of December, 2010.




Notary Public
My commission expires: 12/23/2016

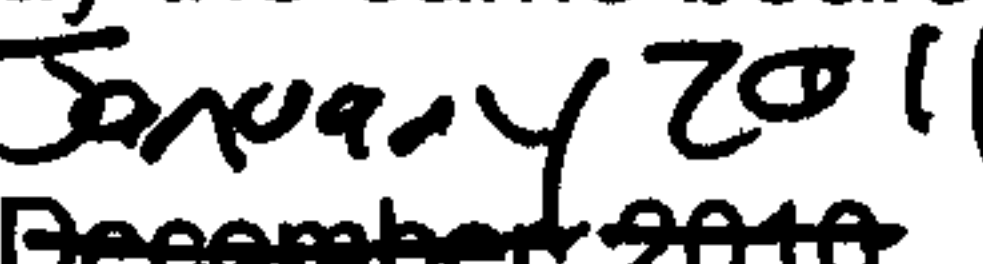


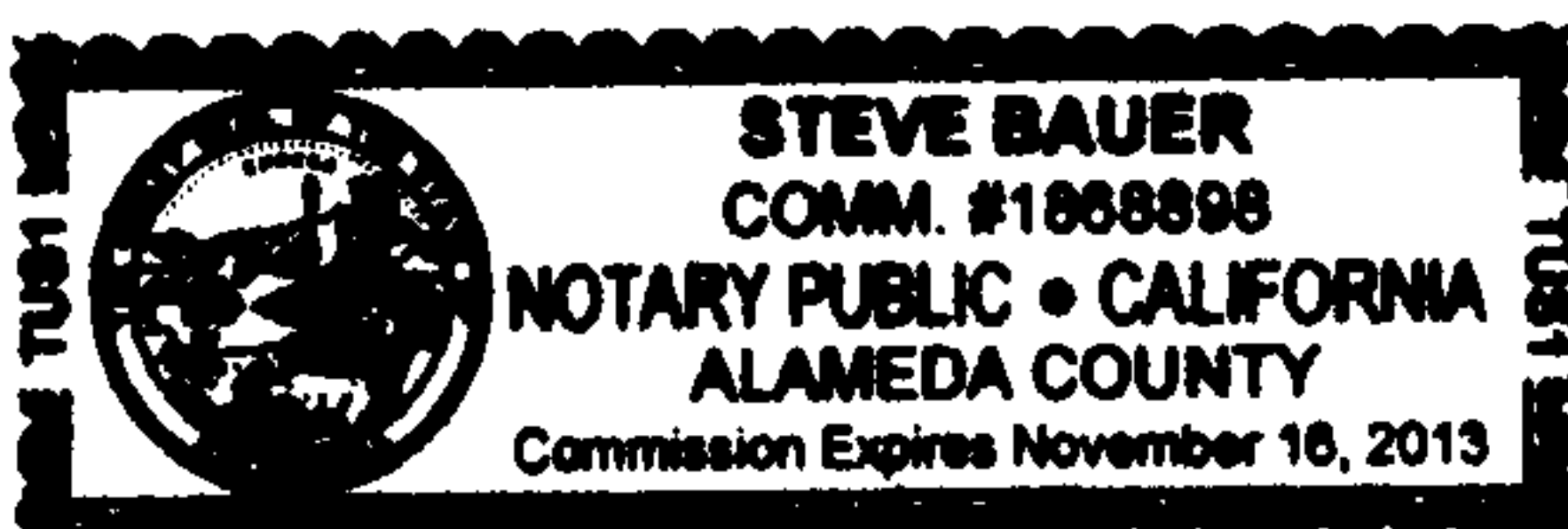
ACKNOWLEDGEMENT

CALIFORNIA
~~STATE OF ALABAMA~~
COUNTY OF ALAMEDA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **HARALD L. SMYER**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of January, 2011.


Notary Public
My commission expires:



ACKNOWLEDGEMENT

20110120000021140 5/8 \$34.50
Shelby Cnty Judge of Probate, AL
01/20/2011 12:21:10 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DOUGLAS G. WISHAM**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of ~~December~~, 2010. ^{January, 2011.}

Lisa Fagin Ramsey
Notary Public
My commission expires: 11-16-2013

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LYNDA N. WISHAM**, whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of ~~December~~, 2010. ^{January, 2011.}

Lisa Fagin Ramsey
Notary Public
My commission expires: 11-16-2013



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EXHIBIT "A"
(Smyer Property)

All of the North one-half of Section 19 and Northwest and Northwest of Section 30, Township 18 South, Range One East, lying Northwest of the Eastern most ridge of Double Oak Mountain, Old Ridge Road to be the dividing line.

Along with, but not limited to;


All that part of NW Quarter of Section 19, Township 18 South, Range One East Lying north of 26 acre Parcel I.D. 04 4 190000.2.006 in the Tax Assessors Office of Shelby Co., Alabama; lying South East of 23 acre Parcel I.D. 44190000002.004; lying West of Parcel I.D. 44190000002.003 in said Tax Assessors Office; and lying South of 10 acre Parcel described as Parcel One in deed to Richard G. Edge, et al. dated December 24, 2001, as recorded in the Office of the Judge of Probate of Shelby Co., Alabama in instrument # 2002-02118. Containing approximately 20 acres.

EXHIBIT "B"
(Wisham Property)


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Lot 55, according to the Map and Survey of Stonegate Realty, Phase Three, as recorded in Map Book 33, Page 122 in the Probate Office of Shelby County, Alabama.

EXHIBIT "C"
(Easement & Right of Way)


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Commence at an existing HKM rebar being the locally accepted most Easterly corner of Lot 55, Stonegate Realty, Phase 3, a map which is recorded in the Probate Office of Shelby County, Alabama in Map Book 33, Page 122; thence run in a Westerly direction along the North line of said Lot 55 for a map distance of 213.85 feet and a measured distance of 213.97 feet to an existing HKM rebar being the point of beginning; thence turn an angle to the right of 55 degrees 19 minutes 43 seconds and run in a northwesterly direction along a property line of said Lot 55 for a distance of 135.85 feet to an existing HKM iron rebar being a corner of said Lot 55, thence turn an angle to the right of 152 degrees 30 minutes 50 seconds and run in a Southeasterly direction for a distance of 74.44 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 53 degrees 41 minutes 12 seconds and run in a Southerly direction for a distance of 77.81 feet to the point of beginning.

Shelby County, AL 01/20/2011
State of Alabama
Deed Tax: \$.50