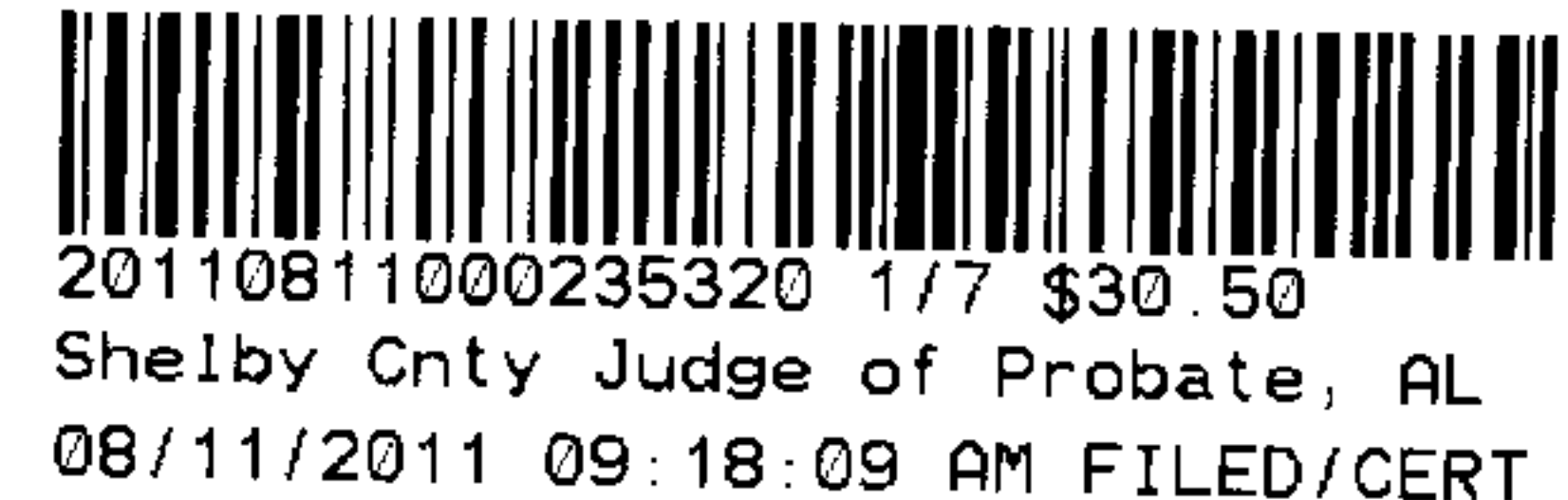


\$500

STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY         )



**EASEMENT**

This Agreement (this "Agreement") is made and entered into as of the 29<sup>th</sup> day of July, 2011, by **STAMPS PROPERTIES, LTD., an Alabama Limited Partnership**, ("Grantor") in favor of **MARY F. ROENSCH, as custodian for Mary Allison Roensch, a minor, under Alabama UGMA** ("Grantee A"), **CHARLES A. J. BEAVERS, JR.** and **SHERWOOD J. STAMPS** ("Grantees B") (Grantee A and Grantees B collectively referred to as "Grantees").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property situated in Shelby County, Alabama, more particularly described on ***Exhibit A*** attached hereto (the "Stamps Property"); and

**WHEREAS**, Grantee A, is the owner of certain real property situated in Shelby County, Alabama, more particularly described on ***Exhibit B*** attached hereto (the "Roensch Property"); and

**WHEREAS**, Grantees B, are the owners of certain real property situated in Shelby County, Alabama, more particularly described on ***Exhibit C*** attached hereto (the "Beavers & Stamps Property"); and

**WHEREAS**, Grantor has agreed to grant to Grantees a non-exclusive easement for ingress and egress and utilities to and from the Roensch Property and the Beavers & Stamps Property over a portion of the Stamps Property, subject to the terms and provisions set forth hereinbelow;

**NOW, THEREFORE**, in consideration of the sum of Fifteen and No/100 Dollars (\$15.00) in hand paid to Grantor, the mutual promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantees, their heirs, successors, and assigns, upon the conditions and subject to the limitations hereinafter set forth, the easement hereinafter set forth.

1. Grant of Access Easement. Subject to the terms and provisions hereof, Grantor does hereby grant, bargain, sell, and convey unto Grantees, for the benefit of the Roensch Property and the Beavers & Stamps Property, an easement (the "Easement") for the purpose of ingress and egress and utilities over, across, and upon the following described land situated in Shelby County, Alabama, to-wit:

A 60 foot wide easement situated in the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 1 East, Shelby County, Alabama, lying 30 feet either side of and parallel to the following described centerline:

Commence at the Northwest Corner of Section 34, Township 18 South, Range 1 East, thence N89°26'43"E, along the North line of said section, a distance of 285.76' to the POINT OF BEGINNING, thence S45°03'03"W, a distance of 83.57', thence S51°32'36"W, a distance of 289.98' more or less to the West line of said section and the POINT OF TERMINATION.

The location of the Easement is shown on the survey attached hereto as ***Exhibit D.***

This conveyance is subject to easements, restrictions, and rights of way of record.

2. Private Property. This Agreement shall not be construed to create, grant, or dedicate any public rights, privileges, licenses, or easements in the Easement.

3. Run with Land. The provisions of this Agreement shall bind and run with the land and shall inure to the benefit of and bind Grantor, Grantees, and their respective heirs, successors, and assigns.

4. Grantor's Right. Grantor reserves unto itself the right to the use of the Easement for its own use and benefit jointly with Grantees.

5. Dedication. Grantor may, with or without the consent of the Grantees, dedicate the Easement to Shelby County or any other governmental entity as a public road, provided that the roadway which is in existence and which is connected by the Easement is also dedicated to public use.

6. Amendments. No amendments or modifications of this Agreement shall be effective without the prior written consent of Grantor and Grantees or their respective heirs, successors and assigns.

7. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

9. Binding. This Agreement shall be binding upon, enforceable by and against, and inure to the benefit of the Parties hereto and the respective heirs, successors, and assigns.



IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

STAMPS PROPERTIES, LTD.

Sherwood J. Stamps  
By: Sherwood J. Stamps

Its: General Partner

STATE OF ALABAMA     )  
                                     :  
COUNTY OF Tallapoosa     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sherwood J. Stamps, whose name as General Partner of Stamps Properties, Ltd., an Alabama Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Limited Partnership on the day the same bears date.

Given under my hand and seal on this the 29<sup>th</sup> day of July, 2011.

Donald N. Guthrie

[Signature]  
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/22/12

*This instrument prepared by:*  
*F.A. Branscomb Beavers*  
*Attorney at Law*  
*3118 Bellwood Dr., Ste. 110*  
*Birmingham, AL 35243*  
*205-967-0399*

**EXHIBIT A**

**Stamps Property**

A 60 foot wide easement situated in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 East, Shelby County, Alabama, lying 30 feet either side of and parallel to the following described centerline:

Commence at the Northwest Corner of Section 34, Township 18 South, Range 1 East, thence N89°26'43"E, along the North line of said section, a distance of 285.76' to the POINT OF BEGINNING, thence S45°03'03"W, a distance of 83.57', thence S51°32'36"W, a distance of 289.98' more or less to the West line of said section and the POINT OF TERMINATION.



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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT B**

**Roensch Property**

The East Half of Section 33, Township 18 South,  
Range 1 East, Situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL  
08/11/2011 09:18:09 AM FILED/CERT

## **EXHIBIT C**

### **Beavers & Stamps Property**

The west half of Section 33, Township 18 South,  
Range 1 East, and the northwest quarter of the  
northwest quarter of Section 4, Township 19 South,  
Range 1 East, Shelby County, Alabama. Situated in  
Shelby County, Alabama.

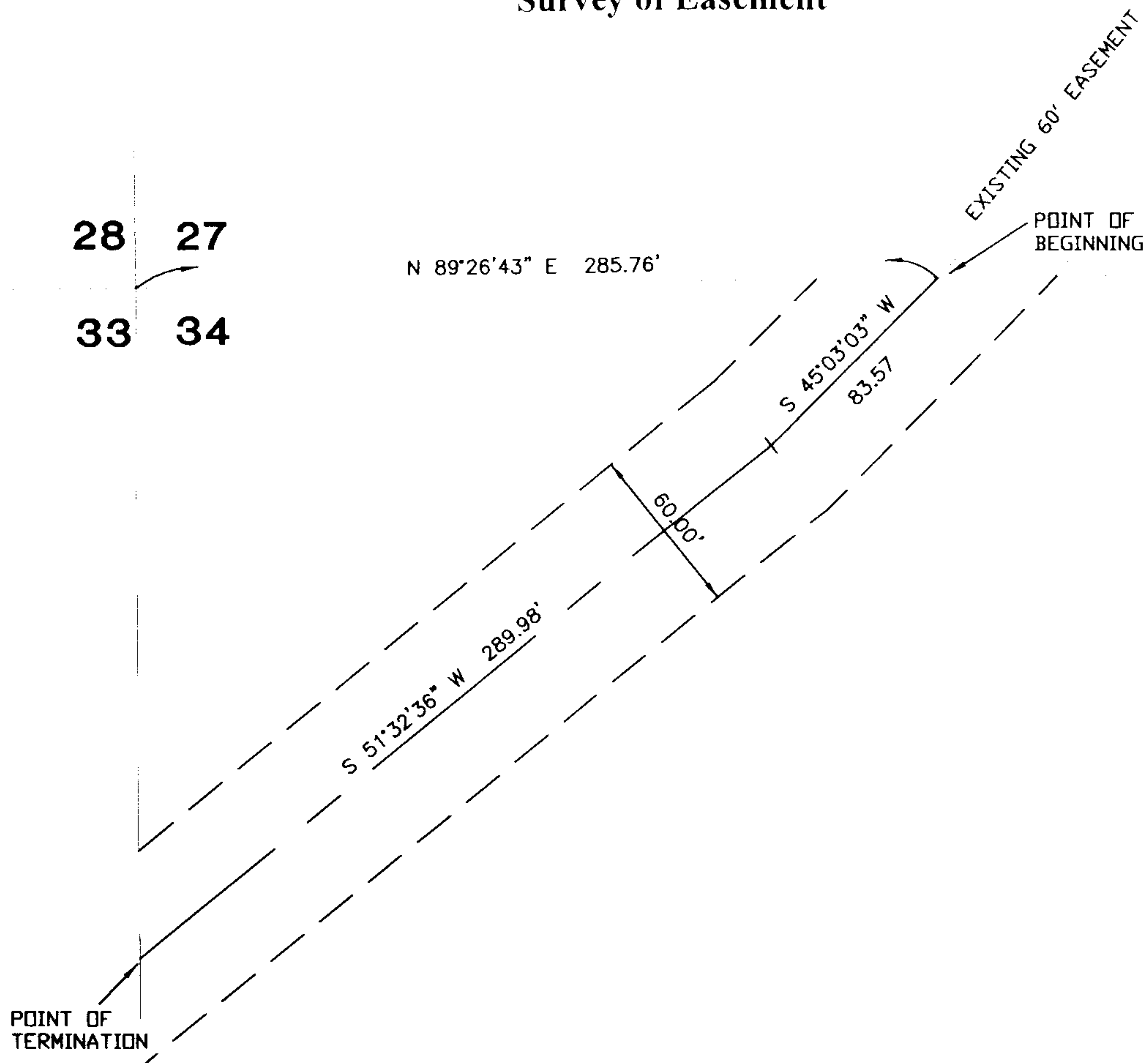


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Shelby Cnty Judge of Probate, AL  
08/11/2011 09:18:09 AM FILED/CERT

# EXHIBIT D

PROJECT # 11-05015

## Survey of Easement



A 60 foot wide easement situated in the NW ¼ of the NW ¼ of Section 34, Township 18 South, Range 1 East, Shelby County, Alabama, lying 30 feet either side of and parallel to the following described centerline:

Commence at the Northwest Corner of Section 34, Township 18 South, Range 1 East, thence N89°26'43"E, along the North line of said section, a distance of 285.76' to the POINT OF BEGINNING; thence S45°03'03"W, a distance of 83.57'; thence S51°32'36"W, a distance of 289.98' more or less to the West line of said section and the POINT OF TERMINATION.



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Shelby Cnty Judge of Probate, AL  
08/11/2011 09:18:09 AM FILED/CERT

SCALE: 1" = 60'

Shelby County, AL 08/11/2011  
State of Alabama  
Deed Tax: \$.50



**South Central Surveying, LLC**  
RESIDENTIAL & COMMERCIAL LAND SURVEYING

156 SUNSET TRAIL  
ALABASTER, ALABAMA 35007  
PHONE 205-229-1093

OP = OVERHEAD POWER U.T.S. = UNABLE TO SET L.P. = LIGHT POLE NOT TO SCALE  
▲ = CALCULATED POINT RO = RECORDED ANGLES AND/OR DISTANCES C.R.S. = CAPPED REBAR SET CONC. = CONCRETE  
OD = MEASURED ANGLES AND/OR DISTANCES C.R.F. = CAPPED REBAR FOUND FENCE