

20120329000107380 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
03/29/2012 11:00:55 AM FILED/CERT

\$ 500.00

This instrument prepared by:

Grantee's Address:

The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999
Source of Title: Deed Book 329 Page 192

1331 Fulton Drive
Bessemer, AL 35020

STATE OF ALABAMA)
BIBB COUNTY)

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That **THE WESTERVELT COMPANY, INC.**, a Delaware corporation, herein referred to as GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **Kay W. White and Brooke L. Carter**, joint with rights of survivorship, herein referred to as GRANTEE, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said Grantee, their heirs, successors and assigns, a non-exclusive perpetual easement Sixty feet (60') in width for ingress and egress, and the right to install within the easement public utilities, such as water, sewer, and power, over, under and across the land of Grantor, the centerline of said easement being described as follows:

DESCRIPTION:

A road located in the S/2 of the SE/4 of Section 13 and a road located in the NE/4 of the NW/4 of Section 24, all in Township 21S, R5W and further identified on the attached plat labeled Exhibit "A".

SUBJECT TO all rights of way, easements and restrictions which may exist as a matter of record or exist de facto.

GRANTOR RESERVES unto itself, its agents, contractors, employees, successors and assigns, the right to use said right-of-way as stipulated below.

TO HAVE AND TO HOLD the aforementioned easement to the Grantee, their heirs, successors and assigns, subject however, to the following:

The easement hereby granted is non-exclusive and Grantor reserves to itself, its agents, contractors, employees, successors and assigns the right to use said easement for any purpose, including, but not limited to the transportation, managing and harvesting of timber. However, such use by Grantor shall not impede Grantee's use of said easement.

Grantor understands that Grantee may improve the condition of the easement, but Grantee agrees that in the event the easement is paved, Grantor will not be responsible for any damage or destruction caused by Grantor, its agents, contractors, employees or assigns to any improvements of the easement beyond the current condition as a passable unpaved woods road, and Grantor shall also not be responsible for damages to utilities installed by Grantee, to the extent such damages are caused by normal timber transportation, managing or harvesting operations.

Grantor also reserves the right to replace the easement conveyed herein with another easement at a reasonable location, provided said replacement easement shall be of a similar quality as the one replaced. The route shall not be moved until the alternate route is in substantially the same condition as the original route. Any expense or cost relating to the moving or altering the route shall be paid by the Grantor.

Grantee hereby agrees to indemnify, defend and hold harmless Grantor, its officers, employees and assigns from and against any and all liabilities, claims, losses, fines, costs and expenses, including

reasonable attorneys' fees, for damage to property of whatsoever kind or nature or injury to persons, including but not limited to death, arising out of or in any way related to Grantee's improvements to or use of the above described easement.

The terms and conditions set forth herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto caused this instrument to be executed on this the 8th day of March, 2012.

THE WESTERVELT COMPANY, INC.

By: James J. King, Jr.

Name : James J. King, Jr.
Its: Vice President

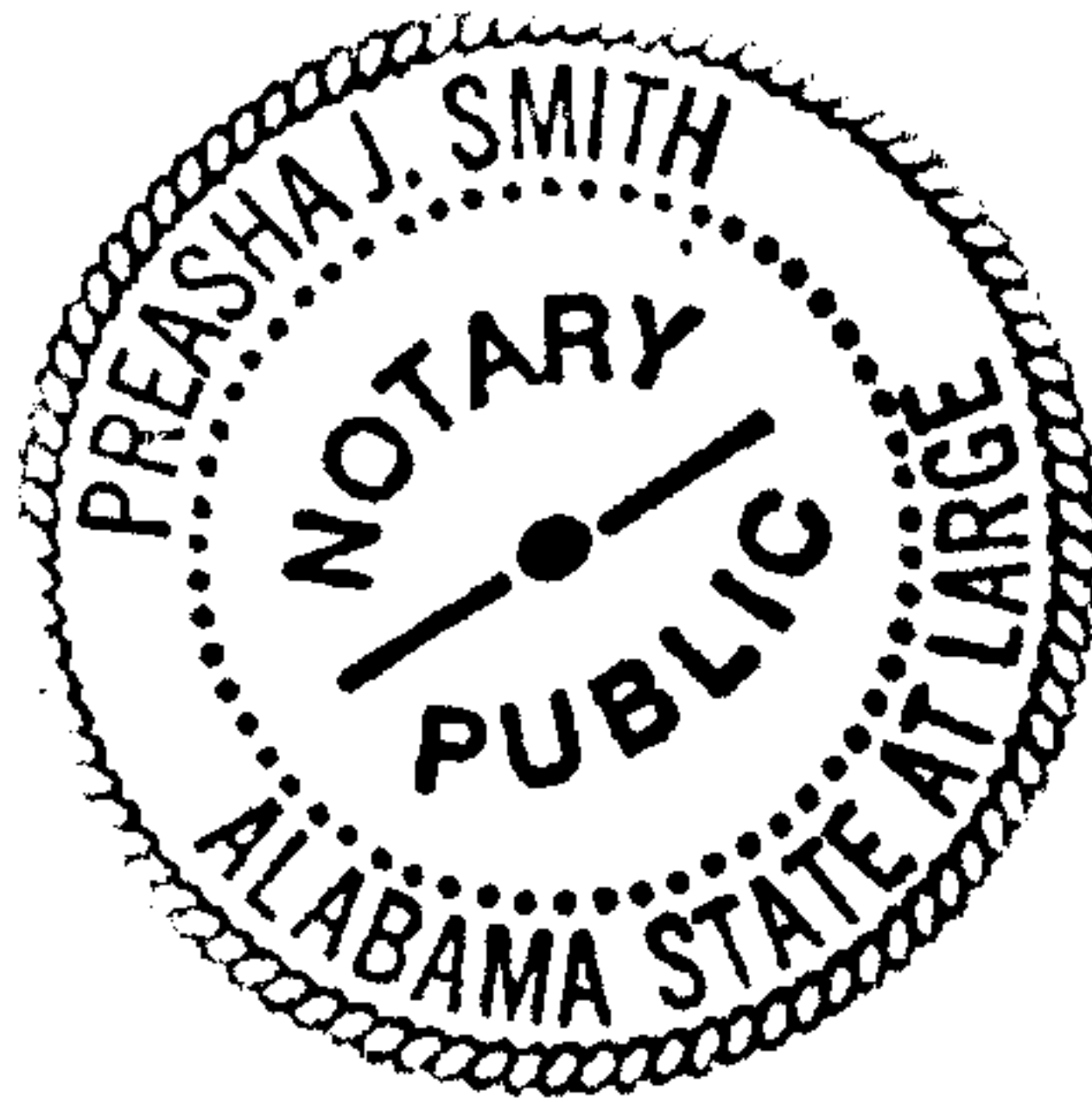
STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that James J. King, Jr., whose name as Vice President of **THE WESTERVELT COMPANY, INC.**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

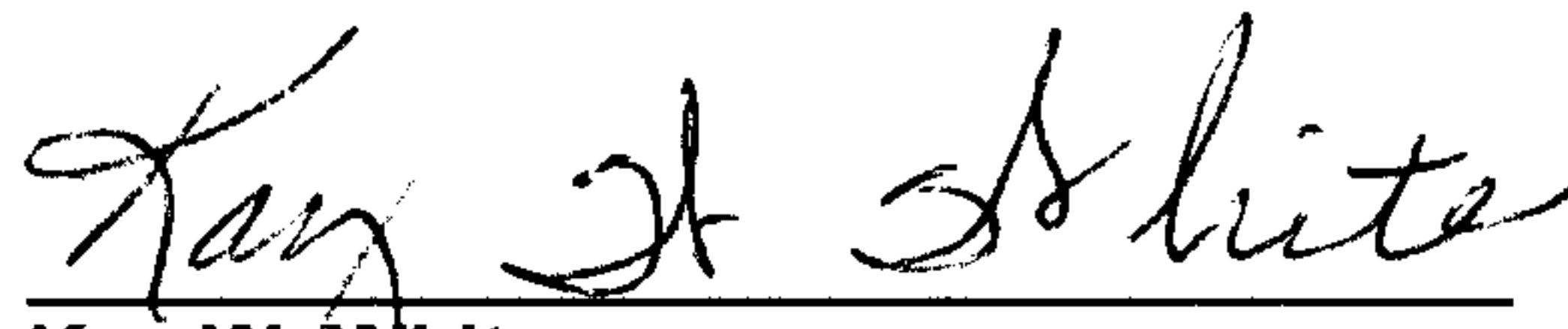
Given under my hand and official seal this the 8th day of March, 2012.

Preasha J. Smith
Notary Public in and for the
State of Alabama at Large

My commission expires: 11/23/15



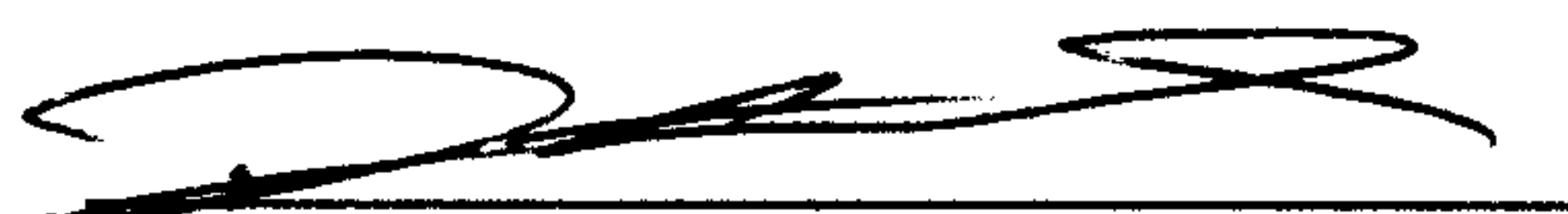
20120329000107380 2/4 \$21.50
Shelby Cnty Judge of Probate, AL
03/29/2012 11:00:55 AM FILED/CERT


Kay W. White

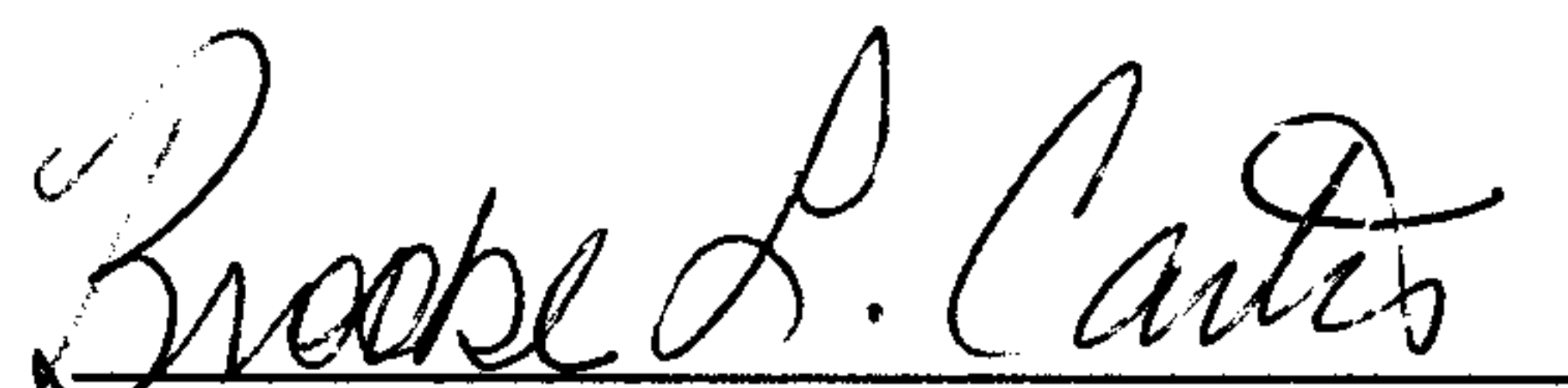
STATE OF ALABAMA)
BIBB COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that Kay P. White, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of MARCH, 2012.


Notary Public in and for the
State of Alabama

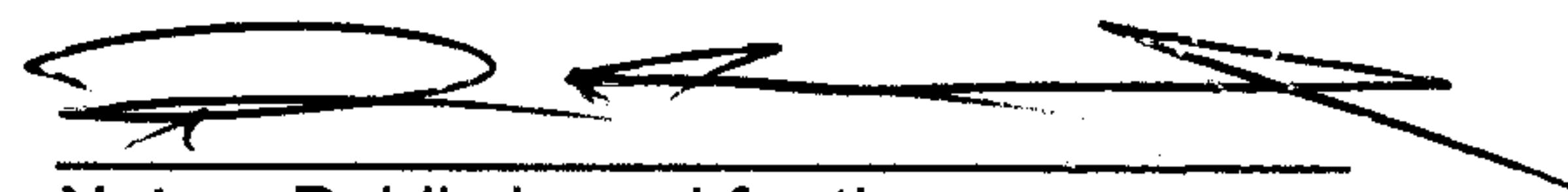
My Commission Expires: MY COMMISSION EXPIRES JUNE 3, 2013


Brooke L. Carter

STATE OF ALABAMA)
BIBB COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama, do hereby certify that Brooke L. Carter, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of MARCH, 2012.


Notary Public in and for the
State of Alabama

My Commission Expires: MY COMMISSION EXPIRES JUNE 3, 2013



20120329000107380 3/4 \$21.50
Shelby Cnty Judge of Probate, AL
03/29/2012 11:00:55 AM FILED/CERT

EXHIBIT "A"



Shelby County, AL 03/29/2012
State of Alabama
Deed Tax: \$.50



20120329000107380 4/4 \$21.50
Shelby Cnty Judge of Probate, AL
03/29/2012 11:00:55 AM FILED/CERT