

STATE OF ALABAMA )  
:   
COUNTY OF SHELBY )

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Shelby Cnty Judge of Probate, AL  
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### ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 22 day of May, 2012 by and among DEBRA D. FISHBURNE GST EXEMPT TRUST (the "Grantor"), and DEBRA DICKSON FISHBURNE, a married woman (the "Grantee").

#### R E C I T A L S:

Grantor is the owner of that certain real property (the "Access Easement Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Grantee is the owner of that certain real property (the "Fishburne Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

Grantor desires to grant to Grantee a non-exclusive easement over and across the Access Easement Property for the purposes set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement to Access Easement Property.** Grantor does hereby grant to Grantee and her respective heirs, executors, administrators, personal representatives, successors and assigns, forever, a non-exclusive easement over, across, through and upon the Access Easement Property for the purposes of providing vehicular and pedestrian access to and from the Fishburne Property.

2. **Miscellaneous.**

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or supplemented only by an instrument in writing executed by the then record owners of the Access Easement Property and the Fishburne Property.

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Deed Tax: \$.50

(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms and provisions hereof.

(c) Subject to the provisions of Paragraph 1 hereof, this Agreement and the covenants and obligations contained herein shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of the Access Easement Property and the Fishburne Property and their respective heirs, executors, personal representatives, administrators, successors and assigns.

(d) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(e) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(g) The Recitals are incorporated into and made a substantive part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEBRA D. FISHBURNE GST EXEMPT TRUST

By: Debra Dickson Fishburne  
Debra Dickson Fishburne, Trustee

By: Debra Dickson Fishburne  
Debra Dickson Fishburne



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STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Debra Dickson Fishburne, whose name as Trustee of Debra D. Fishburne GST Exempt Trust 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, she, as Trustee and with full authority, executed the same voluntarily for and as the act of said Trust on the day the same bears date.

Given under my hand and official seal this 22nd day of May, 2012.

Debra Dickson Sheel  
Notary Public

My commission expires April 26, 2013

[NOTARIAL SEAL]



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STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Debra Dickson Fishburne, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 2012.

Jessie Holder Shee  
Notary Public

My commission expires April 26, 2013

[NOTARIAL SEAL]



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## EXHIBIT A

An ingress and egress easement from Lot 2 to Lot 5 Dickson Family Subdivision being situated in the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Southwest corner of said Section 22; thence run N 00 degrees 02 minutes 28 seconds W along the West line of said Section 22 for a distance of 407.86 feet to an iron pin set at the point of beginning ; thence run N 89 degrees 18 minutes 36 seconds E for a distance of 663.05 feet to a point; thence run S 00 degrees 15 minutes 17 seconds W for a distance of 12.5 feet; thence run S 89 degrees 18 minutes 36 seconds W for a distance of 662.98 feet to a point; thence run N 00 degrees 02 minutes 28 seconds W for a distance of 12.5' to the point of beginning.



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## EXHIBIT B

A Parcel of Land known as Lot 5, Dickson Family Subdivision and situated in the Southwest quarter of the Southwest quarter of Section 22, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron found locally accepted to be the Southwest corner of said Section 22; thence run N 00 degrees 02 minutes 28 seconds W along the West line of said Section 22 for a distance of 407.86 feet to an iron pin set; thence run N 89 degrees 18 minutes 36 seconds E for a distance of 663.05 feet to an iron pin found at the point of beginning; thence continue along last stated bearing for a distance of 335.00 to an iron pin set; thence run S 34 degrees 37 minutes 54 seconds E for a distance of 482.01 feet to an iron pin found; thence run S 88 degrees 57 minutes 06 seconds W for a distance of 610.80 feet to an iron pin set; thence run N 00 degrees 15 minutes 17 seconds E for a distance of 403.75 feet to the point of beginning. Said parcel containing 4.3676 acres, more or less.

