

THIS INSTRUMENT PREPARED BY:

PREPARED WITHOUT THE BENEFIT OF SURVEY, OR
ON SITE INSPECTION.

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STATE OF ALABAMA

EASEMENT FOR INGRESS AND EGRESS

SHELBY COUNTY

THIS INDENTURE, made and entered into by and between NATHAN D. FOCHTMANN, a married man (hereinafter referred to as "Grantor"), and VANDERBILT MORTGAGE AND FINANCE, INC, a Tennessee corporation (hereinafter referred to as "Grantee").

WITNESSETH:

That for and in consideration of the mutual benefits flowing to the parties and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its, successors and assigns, from the date hereof a perpetual easement over, upon, through, and across that certain real property owned by Grantor in Shelby County, Alabama, said easement being more particularly described in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully set out herein verbatim. The perpetual easement, rights and privileges herein granted to Grantee shall be used only for the purposes of ingress and egress together with all appurtenances necessary or convenient to Grantee in the maintenance or use of said easement for ingress and egress upon, under, and through the lands set out in Exhibit "A".

Grantor herein binds himself, his heirs, personal representatives, successors, and assigns to defend at Grantor's expense the above-described easement unto Grantee, its successors and assigns against every person whomsoever claiming the same or any part thereof or in any matter preventing free and unobstructed use of said easements and rights-of-way by Grantee.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, personal representatives, successors, assigns and grantees of the parties hereto and constitutes a covenant running with the lands of Grantor.

TO HAVE AND TO HOLD said easement perpetually to Grantee, its successors and assigns forever.

Shelby County, AL 11/13/2012
State of Alabama
Deed Tax:\$4.00


20121113000435230 1/4 \$25.00
Shelby Cnty Judge of Probate, AL
11/13/2012 02:18:17 PM FILED/CERT

IN WITNESS WHEREOF, this Easement for Ingress and Egress is executed this the 22nd day of September, 2012.

Nathan D. Fohtman
NATHAN D. FOCHTMANN

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that NATHAN D. FOCHTMANN, a married man, 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 this instrument, he executed the same voluntarily on the day the same bears date.

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

Andy Johnson
NOTARY PUBLIC
My Commission Expires: 2/9/15


20121113000435230 2/4 \$25.00
Shelby Cnty Judge of Probate, AL
11/13/2012 02:18:17 PM FILED/CERT

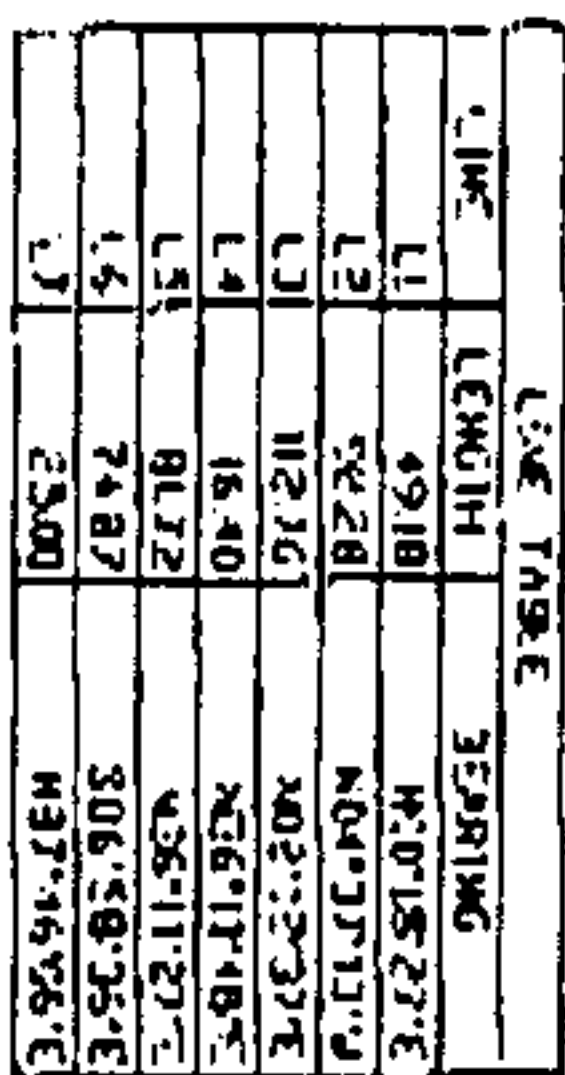
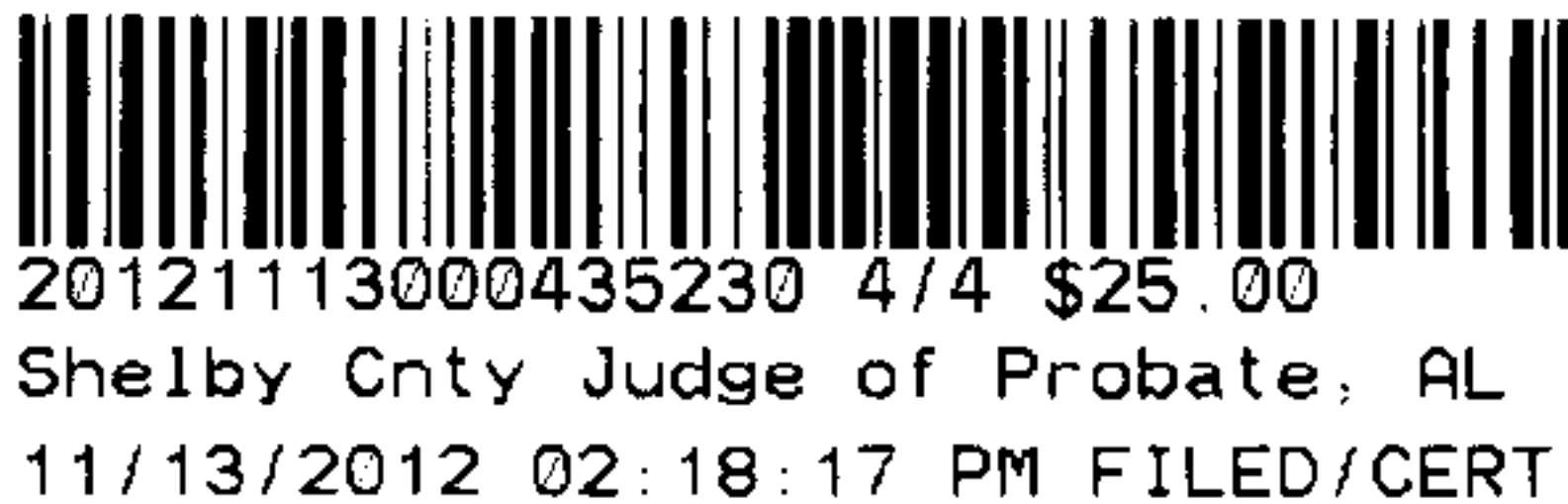
EXHIBIT "A"

A thirty (30) foot easement for ingress and egress being more particularly described as follows: Commence at an axle marking the NE corner of the NE 1/4 of NW 1/4 of Section 8, T-22-S, R-3-W, South 00 degrees 29 minutes 31 seconds East 180.04 feet along the East line of said forty to a 5/8" rebar, thence leaving said forty line South 20 degrees 09 minutes 19 seconds West 143.13 feet to a 5/8" rebar on the Westerly right of way to Shelby County Highway #17 (80 foot right of way), thence South 13 degrees 37 minutes 41 seconds West 102.72 feet along said right of way to a 1/2" rebar capped (Moore CA0243), said point being the point of beginning, being 30 feet Northeast of the following described line, leaving said right of way North 66 degrees 15 minutes 26 seconds West 311.71 feet to a 1/2" rebar capped (Moore CA0243) and the end of said easement.

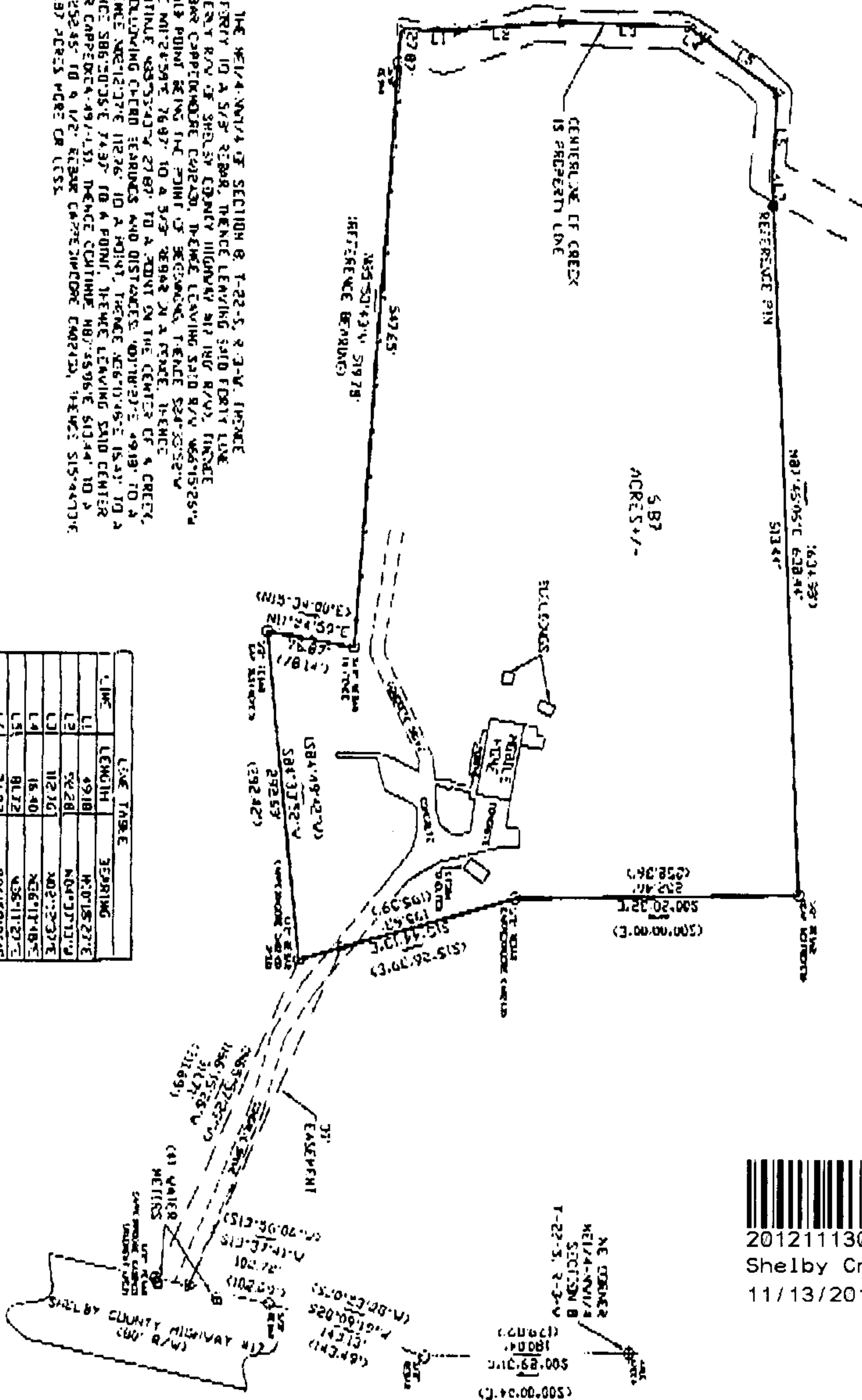


20121113000435230 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
11/13/2012 02:18:17 PM FILED/CERT

024 STATE THE DATE OF THIS SURVEY, CONSIDERING BEYOND THE KNOWLEDGE OR CONTROL OF LARRY WALKER LAND SURVEYING, INC.
 MAY HAVE ALTERED THE VALIDITY AND CIRCUMSTANCES SHOWN ON NOTED HEREIN.
 03 RECORDATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL ACQUISITION
 OR SURVEY TO VALID ONLY IF PRINT HAS THE ORIGINAL SEAL AND SIGNATURE (HARD COPY) OF THE SURVEYOR PRESENT.
 04 ALL BUILDINGS, STRUCTURE AND SUBSTRUCTURE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN
 05 ONLY ACTS OF POSSESSION, THAT THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE PROPERTY ARE SHOWN HEREIN AND
 NECESSARILY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE OF ACTS OF POSSESSION BY ADJACENTORS TO THE LANDS SECTION AND
 DESCRIBED HEREIN.
 06 THE PROPERTY LINES SHOWN ON THE SURVEY PLAT ARE BASED UPON OLD ESTABLISHED CORNERS AND ADJACENT EVIDENCES
 BETWEEN ADJACENT LAND OWNERS AND MAY OR MAY NOT BE THE LINES OF THE ALLOTMENT PARTS OF THE SECTION AND CARRY NO
 WARRANTY THAT THEY ARE THE LINES OF THE ALLOTMENT PARTS OF THE SECTION.
 07 DATE FIELD SURVEY COMPLETED { 05/15/2012 }
 08 DATE DRAWING COMPLETED { 05/15/2012 }
 09 { } RECORDED BEARING, ANGLES OR DISTANCES.
 010 203 POINT OF BEGINNING
 011 204 POINT OF COMMENCEMENT
 012 TYPE OF SURVEY LAND OR CLUSTER SURVEY
 1 THEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT
 REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE,
 SKILL AND BELIEF.



L36 TAB 2	
LINE	3500000
L1	M0058.27E
L2	M04311.9
L3	M02333.0E
L4	M06114.0E
L5	M081121.2
L6	M065835.5E
L7	M373636.5E

[illegible][illegible]

JCB INFORMATION

LARRY WALKER
AND SURVEYING,

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