


This instrument prepared by:
Ray F. Robbins, III
The Westervelt Company, Inc.
P. O. Box 48999
Tuscaloosa, AL 35404-8999


20141105000348470 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
11/05/2014 08:16:30 AM FILED/CERT

RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF ALABAMA)
SHELBY COUNTY)

This Right of Way and Easement Agreement ("Agreement") is made and entered into this 24th day of September, 2014, by and between **The Westervelt Company, Inc.**, hereinafter referred to as "**Grantor**", and **Albert F. Thomasson** and **Burgess A. Thomasson, Jr.**, hereinafter referred to as "**Grantees**."

WHEREAS, Grantor desires to convey to Grantees an easement for ingress, egress, and utilities for the purpose and scope set forth below and Grantees desires to accept the conveyance of such easement.

NOW THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration paid by Grantees, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain and convey to Grantees, their heirs and assigns, the rights set forth hereinbelow on certain property located in Shelby County, Alabama and being more particularly described as follows:

A 60 foot Easement for ingress, egress and utilities situated in the SW ¼ of the NE ¼ of Section 14, Township 22 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of said Section 14, thence run an assumed bearing of North 00 degrees, 02 minutes, 22 seconds East along the West line of said ¼ - ¼ section for a distance of 526.01 feet to a point on the Southeasterly right of way line of South River Road; thence run North 56 degrees, 23 minutes, 30 seconds East along said right of way line for a distance of 50.35 feet to a point on a curve to the left, having a central angle of 44 degrees, 49 minutes, 11 seconds, a radius of 214.00 feet and a chord bearing of North 33 degrees, 58 minutes, 54 seconds East; thence run in a Northeasterly direction along said right of way and also along the arc of said curve for a distance of 167.40 feet to a point; thence run North 11 degrees, 34 minutes, 19 seconds East along said right of way line for a distance of 55.34 feet to a point on a curve to the left, having a central angle of 02 degrees, 27 minutes, 44 seconds, a radius of 352.50 feet and a chord bearing of North 10 degrees, 20 minutes, 27 seconds East; thence run in a Northeasterly direction along said right of way and also along the arc of said curve for a distance of 15.15 feet to a point; thence run South 78 degrees, 25 minutes, 41 seconds East for a distance of 60.05 feet to a point on a curve to the right, having a central angle of 02 degrees, 06 minutes, 14 seconds a radius of 412.50 feet and a chord bearing of South 10 degrees, 31 minutes, 12 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 15.15 feet to a point; thence run South 11 degrees, 34 minutes, 19 seconds West for a distance of 55.34 feet to a point on a curve to the right, having a central angle of 44 degrees, 49 minutes, 11 seconds, a radius of 274.00

feet and a chord bearing of South 33 degrees, 58 minutes, 54 seconds West; thence run in a Southwesterly direction along the arc of said curve for a distance of 214.34 feet to a point; thence run South 56 degrees, 23 minutes, 30 seconds West for a distance of 18.21 feet to a point; thence run South 00 degrees, 02 minutes, 22 seconds West for a distance of 493.73 feet to a point on the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run South 89 degrees, 53 minutes, 59 seconds West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 60.00 feet to the point of beginning. Said easement containing 48,330 square feet, more or less.

The easement is further identified on the map attached hereto and incorporated herein as 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 Grantees, their heirs 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.

Grantees may improve the condition of the easement; however, Grantor shall not be responsible for any damage or destruction caused by Grantor, its agents, contractors, employees or assigns to any improvements made to 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 Grantees. Any gates erected on the easement must be approved by Grantor prior to installation.

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 easement granted herein shall not be terminated until the alternate easement is in substantially the same condition as the easement granted herein. Any expense or cost relating to the moving or altering of the easement shall borne by the Grantor.

Grantees 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 Grantees' 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 successors and assigns of the parties hereto.



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IN WITNESS WHEREOF, the Grantor and Grantees have hereunto caused this instrument to be executed as of the date set forth above.

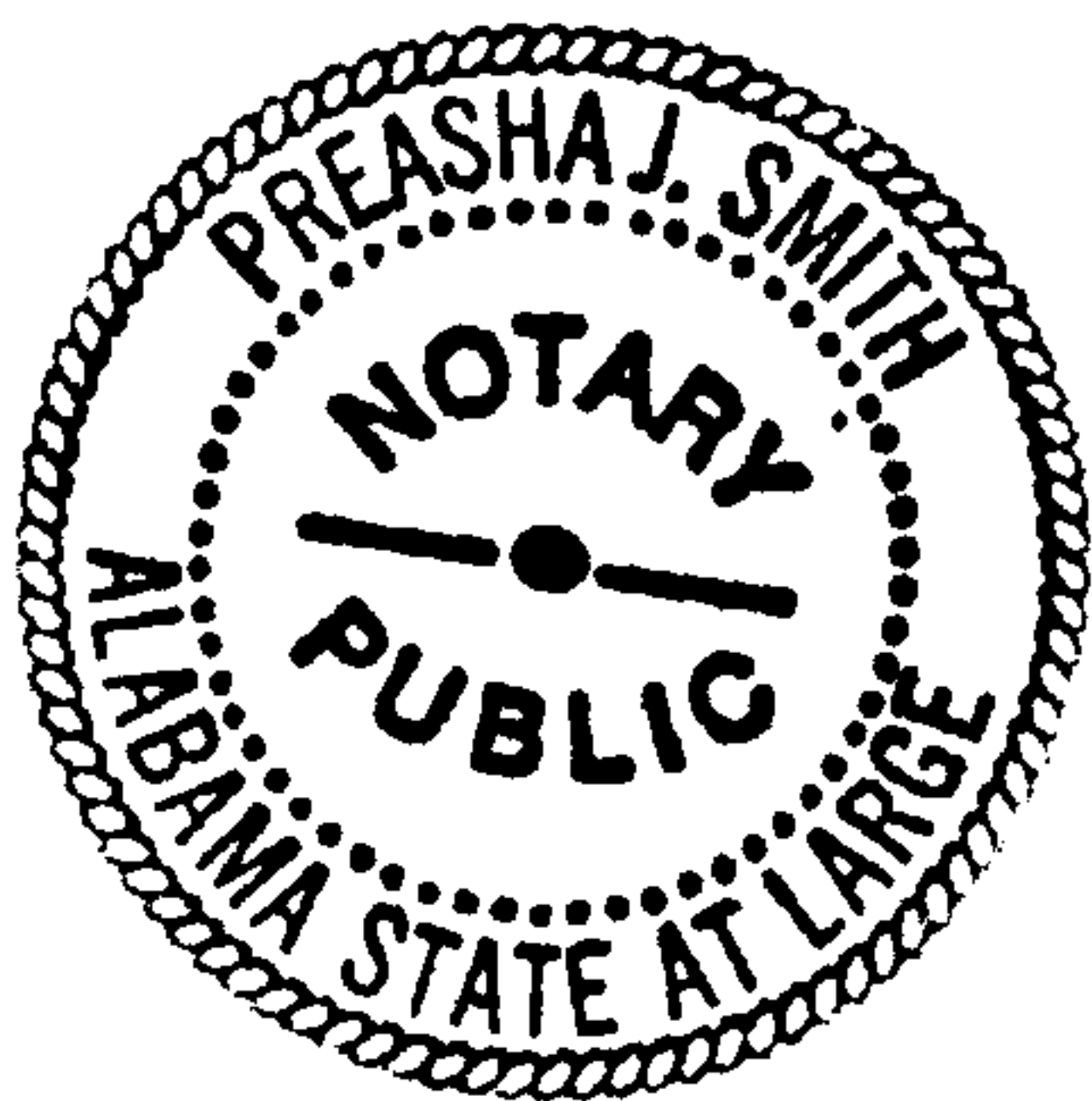
The Westervelt Company, Inc.

By: *Robert A. Rimer*
Name : Robert A. Rimer
Its: Corporate Land Manager

STATE OF ALABAMA)
TUSCALOOSA COUNTY)


I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Robert A. Rimer, whose name as Corporate Land Manger 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 13th day of October, 2014.



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

My commission expires: 11/23/2015


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Albert F. Thomasson

Albert F. Thomasson

STATE OF ALABAMA)
Jefferson COUNTY)

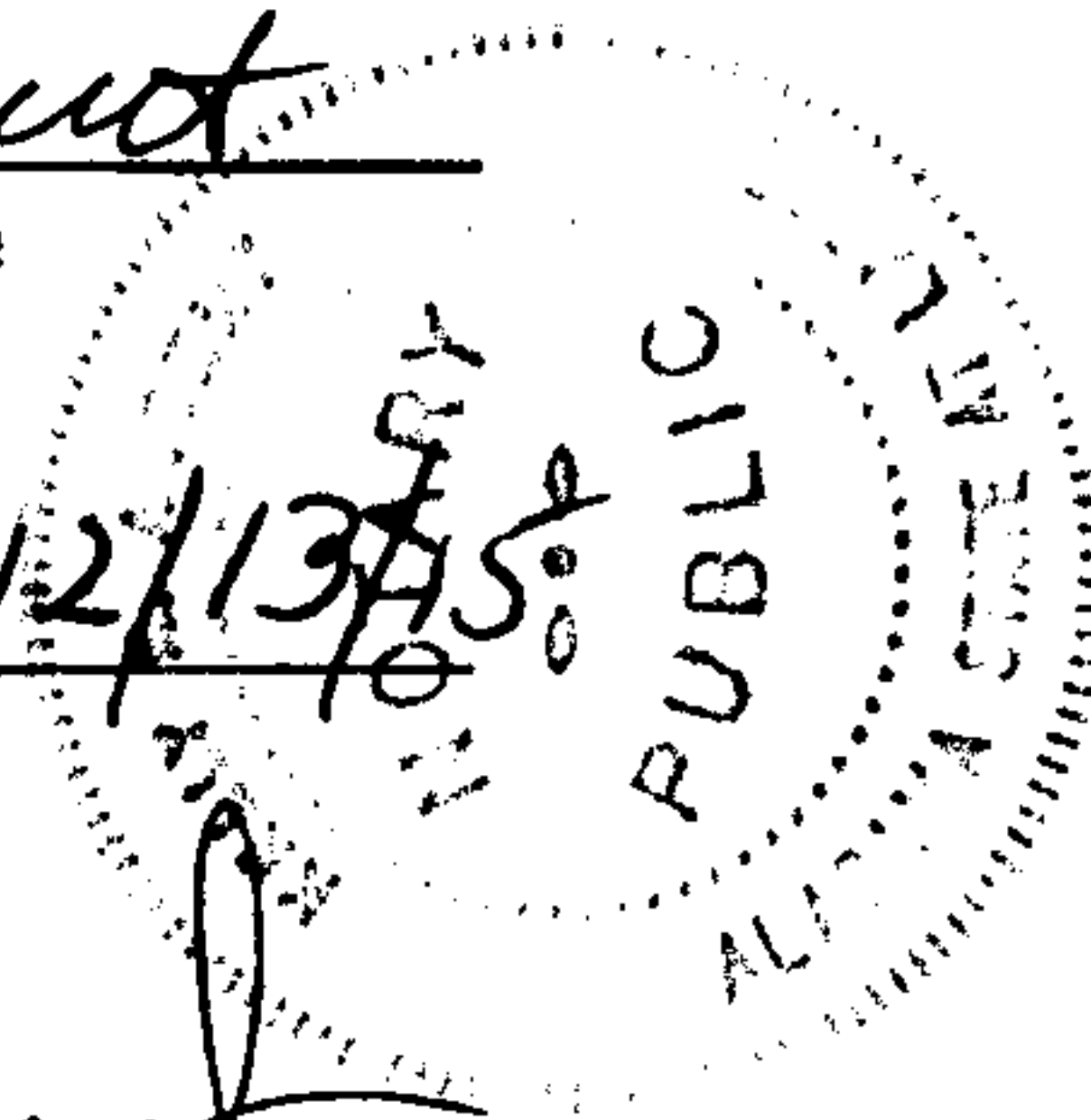
I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that **Albert F. Thomasson**, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of October, 2014.

Gelley R. Coquist

Notary Public in and for the
State of Alabama at Large

My commission expires: 12/13/15



Burgess A. Thomasson, Jr.
Burgess A. Thomasson, Jr.

STATE OF ALABAMA)
Mobile COUNTY)

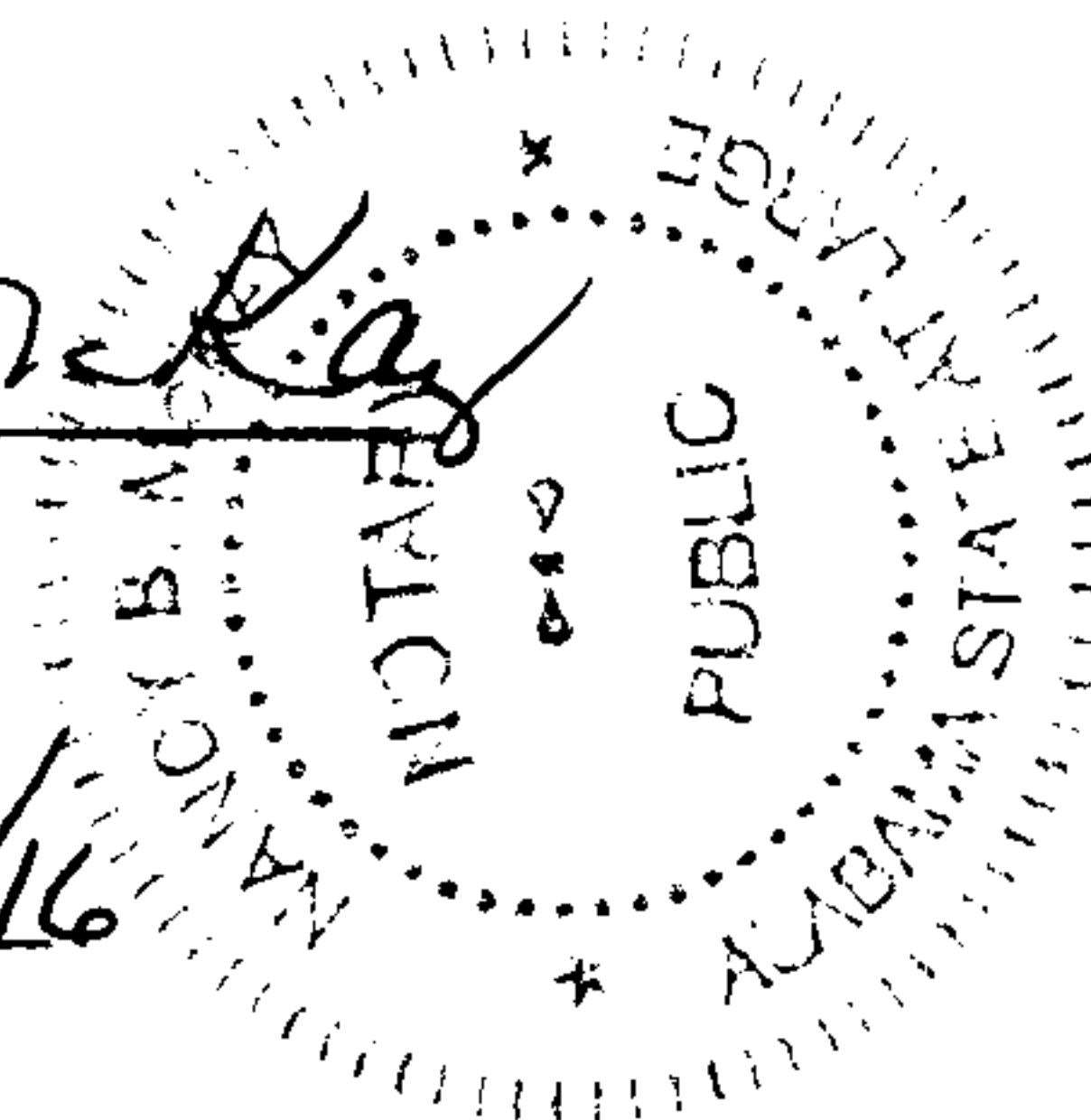
I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that **Burgess A. Thomasson, Jr.**, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of October, 2014.

Nancy B. McKay

Notary Public in and for the
State of Alabama at Large

My commission expires: 10/24/16



Grantees's Address:

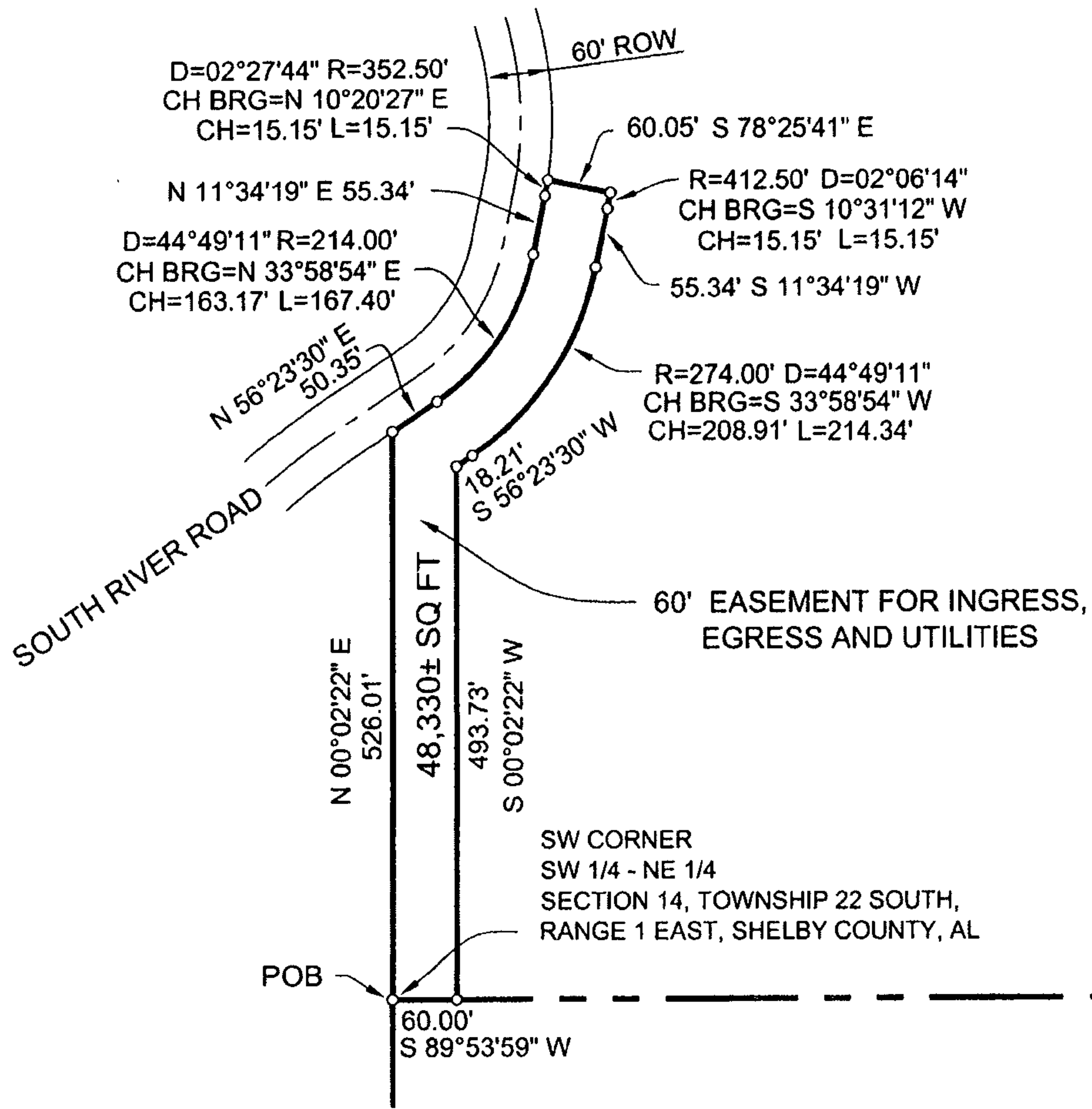
~~5861 E. Highway 111, Mobile~~
~~West Point, AL 36611~~

3900 Montclair Road Suite 200
Birmingham, AL 35213



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Exhibit "A"
Map



A.P. THOMASSON PROPERTY

NW 1/4 - SE 1/4
SECTION 14, TOWNSHIP 22 SOUTH,
RANGE 1 EAST, SHELBY COUNTY, AL

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