

\$ 500

Prepared by: David C. Skinner, L.L.C. 1025 23rd Street South Suite 103 Birmingham, AL 35205 (205) 871-9566	The Parties to this instrument may appoint a Custodian of this and any other Company records. This Instrument and all collateral documents or instruments in any way related to this Instrument, including, without limitation, amendments, reports, accountings, etc., may be archived on computer readable media without the necessity for any individual or entity to retain or maintain an "original" signed copy of any such instrument. A copy of any instrument printed from a digital image of an "original" shall be treated as an original in all respects subject to confirmation by the Custodian that the "printing" in question is true and accurate in all respects. The Company and every signatory of this instrument hereby releases and discharges the Custodian of any liability whatsoever and arising by reason of his/its status as Custodian to include the loss of records under any circumstances whatsoever and the Company and every signatory shall defend, indemnify and hold such Custodian harmless, of and from, any claims, losses, costs, damages or expenses of any nature whatsoever and in any way related to or arising from the status of such individual or entity as Custodian or his/its activities as such Custodian.
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No title opinion requested, none rendered.
No engineering or survey provided to the
scrivener. Land descriptions provided by
the parties

Easement for Egress and Ingress

Date: January 1, 2016

Grantor (Servient Estate): E. Farley Moody, II, a single man (aka E. Farley Moody)

Grantee (Dominant Estate): G.F. Church Properties, II L.L.C

Grantor, for \$10.00 and other good and valuable consideration, to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys, a non-exclusive, easement appurtenant to Grantee, its successors, heirs and assigns over Grantor's interest in the Servient Estate described as follows and subject to defeasance and other exceptions and reservations as further set forth below:

Servient Estate:

The following described property to the extent owned by E. Farley Moody, II and lying in Township 24 North, Range 14 East, Shelby County, Alabama:

That portion of the East One Half of Section 6 lying North of Buxahatchee Creek and East of Highway 301.

Dominant Estate:

The following described property lying in Township 24 North, Range 14 East, Shelby County, Alabama:

Section 5: The portion of the SW 1/4 of the SW 1/4 lying South of Buxahatchee Creek.

Section 6: The portion of the SE 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4 lying South of Buxahatchee Creek.

Section 7: The NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4.

Section 8: The NW 1/4 of the NW 1/4.

Easement description(s):

Easement A. The easement location is generally depicted on the attached exhibit being a sketch of the metes and bounds delineation of the Dominant Estate and Servient Estate superimposed on the cadastral survey (i.e. the township and range method of mapping used for purposes of legal descriptions, pursuant to Alabama Code Title 35 Chapter 2.) Highway 301 is the western boundary of the Servient Estate for that portion of Highway 301 that crosses over the North-South center line of said Section 6 and, therefore, lies in the East half of Section 6. Specifically, as Highway 301 runs generally south, it runs more specifically in a south/southeasterly direction until crossing the North-South center line of Section 6. Thereafter, it turns approximately 90 degrees to then run west/southwest and continues on its course. The point where Highway 301 turns approximately 90 degrees as described above, is the general commencement point of the easement. The easement runs as depicted on the attached exhibit, from the point of the beginning in a generally south eastern direction, passing to the south of the existing body of water and being an existing motor vehicle path, generally referred to as "Township Road". Ultimately, the easement turns to run slightly east of due south on an existing motor vehicle path until crossing onto and ending at the Dominant Estate. The forgoing being the centerline of the easement and the easement being 30 feet wide; restated, the easement being bounded at 15 feet to the left and 15 feet to the right of the easement centerline described above.

Easement B. Commencing at the southern intersection of Highway 301 and the West Line of the East 1/2 of Section 6, of Township 24 North, Range 14 East, Shelby County, Alabama and being generally at the center point of said Section 6 for a point of beginning. The easement commences and runs and proceeds south on said North-South half section line to Buxahatchee creek and ending at the Dominant Estate. The forgoing line being the west boundary of an easement for ingress and egress being 50 feet wide; the east boundary of said easement being parallel to the west boundary described above and being a perpendicular distance from said west boundary at all times of 50 feet.

The Purpose of these Easements is to provide one means of Egress and Ingress from Highway 301 to the Dominant Estate over and across the Servient Estate for the owner of the Dominant Estate, its successors, heirs and assigns and during the time of such existence and use, for the invitees and

licensees of the then owner of the then present interest. This Egress and Ingress easement is for reasonable residential access by passenger motor vehicles and similar use consistent with the current use of the property.

To have and to hold unto the Owner of the Dominant Estate subject to the following:

Easement A shall be personal to the owner of the Dominant Estate during the life of the owner of the Servient Estate, and upon the death of the owner of the Servient Estate or sale of the Servient Estate by the owner of the Servient Estate, shall become perpetual. Restated, while Grantor Moody is alive and owning the Servient Estate, Easement A shall exist in favor of Grantee Church, but not any transferee of Grantee Church. Restated, if Grantee Church transfers the Dominant Estate during the life of Grantor Moody, then Easement A shall cease to exist. If, however, Grantee Church (or his heirs) is the owner of the Dominant Estate when Grantor Moody dies or Grantor Moody transfers the Servient Estate, then Easement A shall become perpetual (and appurtenant).

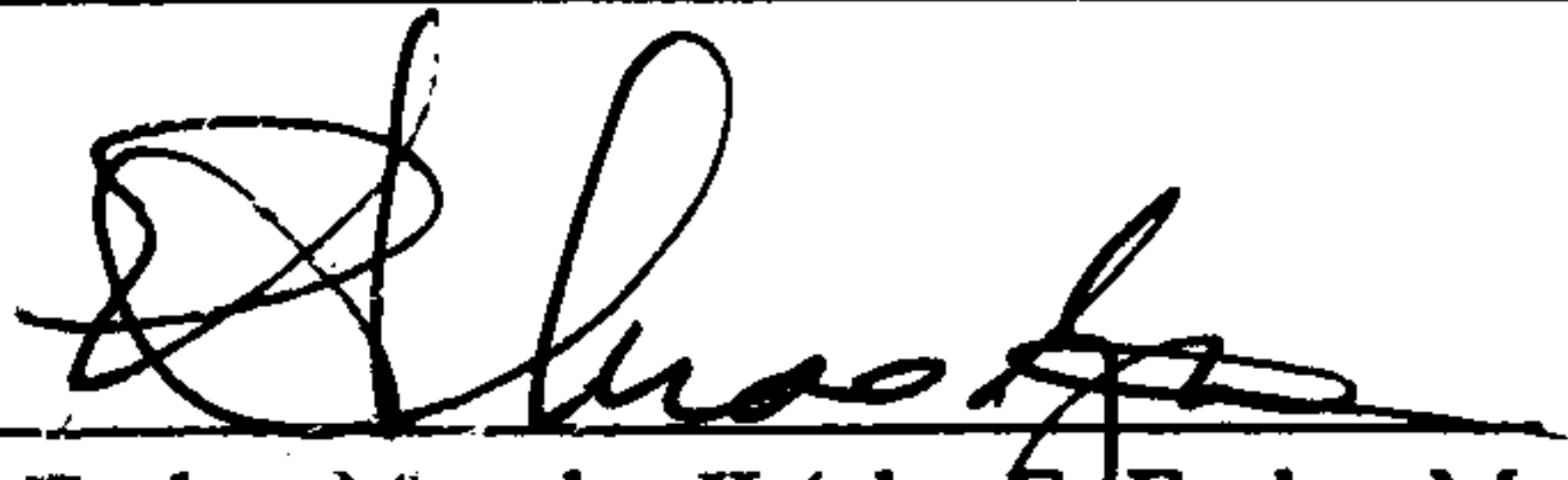
Easement B shall be at all times perpetual and appurtenant.

Further Subject to, except and reserving, all interests held by any person or entity, including all reservations, encumbrances, exceptions, covenants, restrictions, taxes, dues, assessments, other charges (due or to become due), encroachments and any and all other interests whatsoever, regardless of whether recorded or otherwise. Further subject to any ambiguity as to the description of the boundaries and location of the Easements.

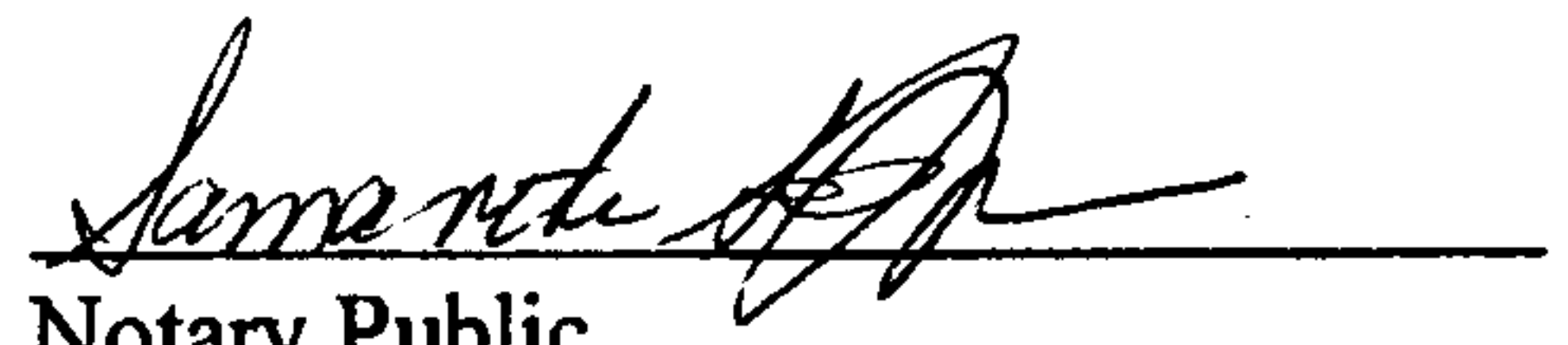
On this day, Grantors by and through their representatives as set forth below, have signed the foregoing instrument.

[Execution Follows]


20160208000040740 3/4 \$23.50
Shelby Cnty Judge of Probate, AL
02/08/2016 04:26:33 PM FILED/CERT


E. Farley Moody, II (aka E. Farley Moody)
A single man

County of Jefferson, State of Alabama: Before me, the undersigned authority, personally appeared **E. Farley Moody, II**, who is known to me, and after being duly sworn, acknowledged before me that on this day and being informed of the content of said instrument, he, executed the same voluntarily and as his act on 1-25-16.


Notary Public
My Commission expires: 12-4-17


20160208000040740 4/4 \$23.50
Shelby Cnty Judge of Probate, AL
02/08/2016 04:26:33 PM FILED/CERT