

This Instrument Prepared By and
After Recording Return To
William J. Long Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)



20160817000294840 1/11 \$48.50
Shelby Cnty Judge of Probate, AL
08/17/2016 02:05:12 PM FILED/CERT

EASEMENT AGREEMENT

~~June~~^{July} THIS GRANT OF EASEMENT (the "Easement Agreement") is made this 21st day of ~~June~~^{July}, 2016, by and among Joyce T. Linder, Browne G. Linder III (both in his individual capacity and his capacity as a beneficiary of the Browne G. Linder, Jr. Revocable Trust), and Elizabeth Linder Massey (both in her individual capacity and her capacity as a beneficiary of the Browne G. Linder, Jr. Revocable Trust), and Magenco, Inc. (herein referred to as "Grantors") on the one hand and Regions Bank ("Grantee") on the other.

WHEREAS, Grantors are the life estate beneficiary and reversion owners of that certain land in Shelby County, Alabama by grant or conveyance as recorded in the Office of the Judge of Probate of Shelby County, Alabama, described in Instrument No. 20090210000046220, identified as tax parcel 21-6-23-1-001-003.000, as more particularly described on Exhibit "A" attached hereto (hereinafter the "Grantors' Property");

WHEREAS, Grantee is the owner of that certain land in Shelby County, Alabama by grant or conveyance recorded in the Office of the Judge of Probate of Shelby County, Alabama, described in Instrument No. 20130305000090630, identified as tax parcel 21-6-23-2-001-001.000, as more particularly described on Exhibit "B" attached hereto (hereinafter the "Regions Parcel");

WHEREAS, the Regions Parcel is not adjacent to a public right of way; and

WHEREAS, Grantee desires to obtain an easement across the Grantors' Property for ingress, egress and utilities.

NOW THEREFORE, the parties hereto hereby create, establish, and grant the following easements and covenants as to and over and across the Grantors' Property for the benefit of the Regions Parcel as more particularly described below.

1. **Description of Easement.** For good and valuable consideration, the actual consideration paid by Grantee in connection with this Easement Agreement being Ten and No/100 Dollars (\$10.00) to Grantor, the receipt and sufficiency whereof are hereby acknowledged, Grantors do hereby grant, bargain, sell and convey unto Grantee, its successors

and assigns, forever, a continuing non-exclusive, perpetual easement for the use of a portion of Grantors' Property, that portion being described as an access road and utility easement within, over and across Grantors' Property, as such Easement Area is more particularly described on Exhibit "C" attached hereto (the "Easement Area") for the purposes of (a) right of way for vehicular and pedestrian ingress and egress, (b) right of way for the construction, use, maintenance, repair and replacement of the Easement Area, and (c) a continuing, non-exclusive easement and right of way for the construction, use, maintenance, repair, and replacement of any underground utility lines, all for the use and benefit of owners, tenants, contractors, licensees and invitees of the owner of the Regions Parcel. Without limiting the foregoing, neither Grantors nor Grantee shall be entitled to relocate or restrict access to the Easement Area without each of the other's permission.

2. **Succession of Easements and Covenants.** The easements and covenants created hereunder shall be perpetual, shall run with the land, and may be terminated only as provided for herein.

3. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

4. **Recording.** Grantors acknowledge that this Easement Agreement will be recorded in the Office of the Judge of Probate of Shelby County, Alabama upon execution of this Easement.

5. **Grantors' Covenant of Title.** Grantors covenant: (a) Grantors are seized of fee simple title to the Grantors' Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that the Easement granted herein is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement Agreement, Grantee shall have use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantors shall execute such further assurances thereof as may be required.

6. **Applicable Law.** This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Alabama. The parties agree that the venue for any litigation regarding this Agreement shall be Shelby County, Alabama.

7. **Partial Invalidity.** If any term of this Easement Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

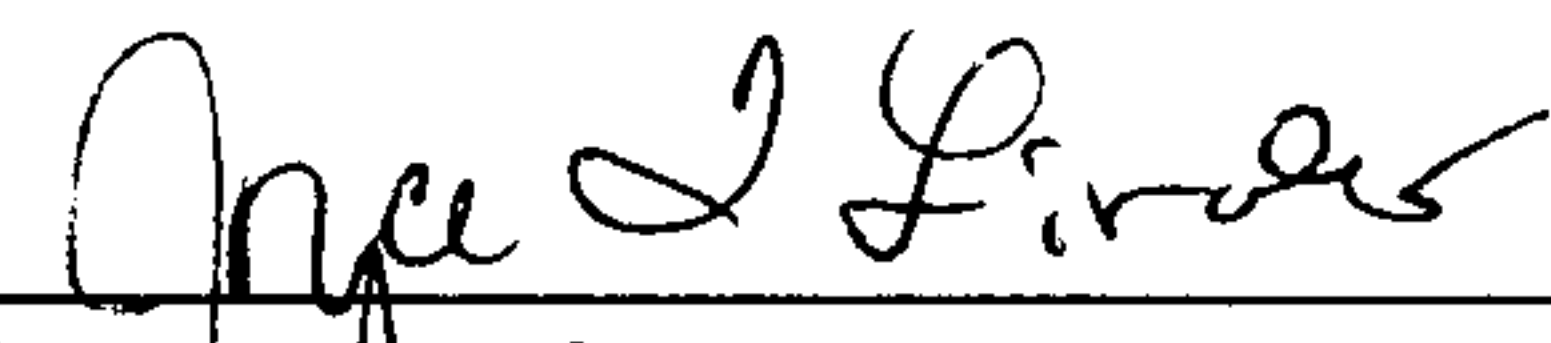
8. **Successors and Assigns.** The terms of this Easement Agreement shall constitute a covenant running with Grantors' Property for the benefit of the owner of the Regions Parcel and its successors and assigns and shall extend to and bind the heirs, personal representatives,

successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantors' Property shall be under and subject to this Easement Agreement and Grantee's rights hereunder.

9. **Amendment and Termination.** This Easement may only be amended or terminated expressly and in a writing filed in the Office of the Judge of Probate of Shelby County, Alabama, signed by all parties having any fee simple real property interest in the Regions' Parcel and Grantors' Property.

IN WITNESS WHEREOF, Grantors have executed this Grant of Easement as of the day and year first written above.

GRANTOR:

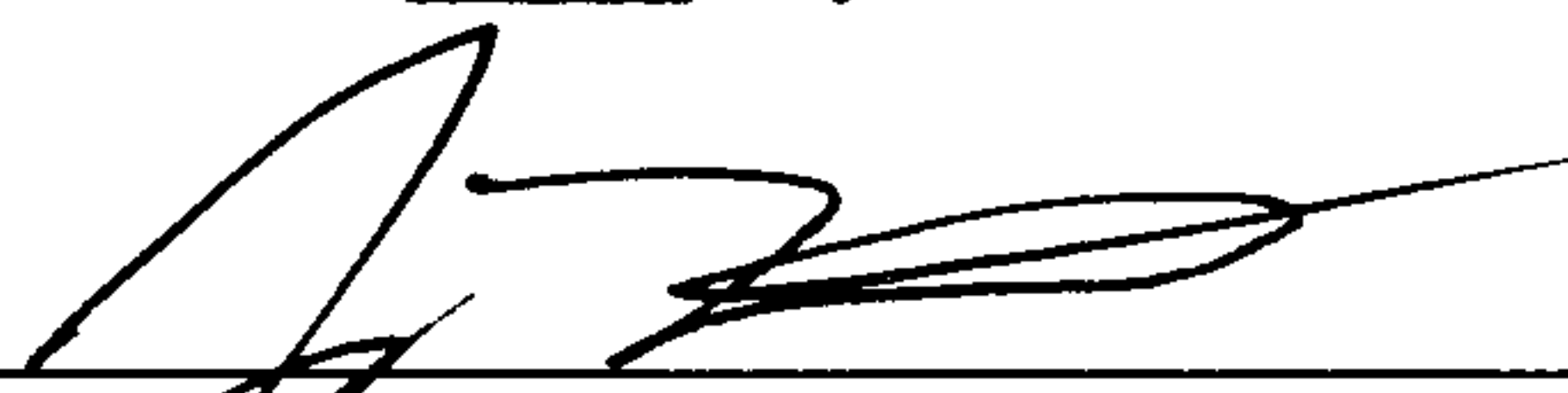


Joyce T. Linder


STATE OF ALABAMA)
)
SHELBY COUNTY)

I, James Facher, a Notary Public in and for said County in said State, hereby certify that Joyce T. Linder, whose name is signed to the foregoing easement conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily and of her own volition, on the day the same bears date.

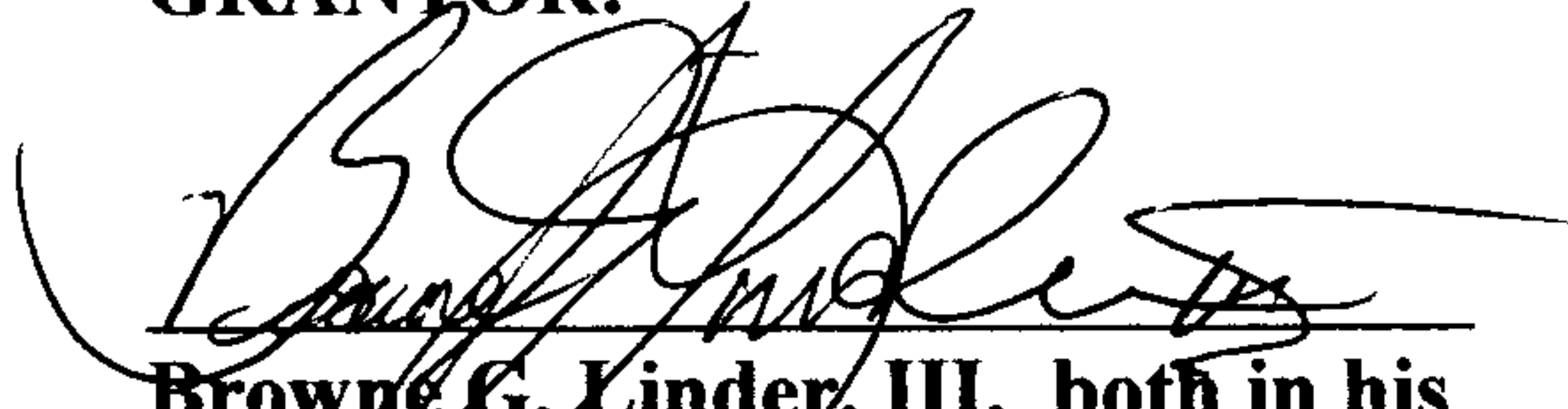
Given under my hand and official seal, the 21st day of ~~June~~^{July}, 2016.



Notary Public
My Commission Expires: 12/18/18


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Shelby Cnty Judge of Probate, AL
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GRANTOR:



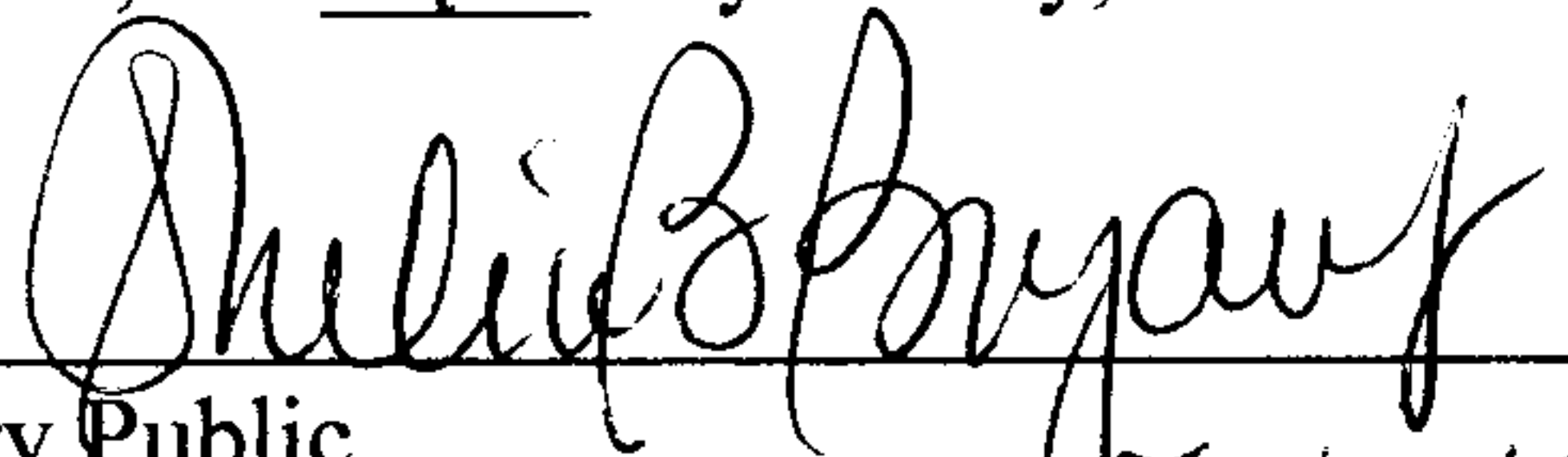
Browne G. Linder, III, both in his individual capacity and in his capacity as a beneficiary of the Browne G. Linder, Jr. Revocable Trust

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Shelia B. Bryant, a Notary Public in and for said County in said State, hereby certify that **Browne G. Linder, III**, whose name is signed to the foregoing easement conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily and of his own volition, on the day the same bears date.

Given under my hand and official seal, the 2nd day of July, 2016.

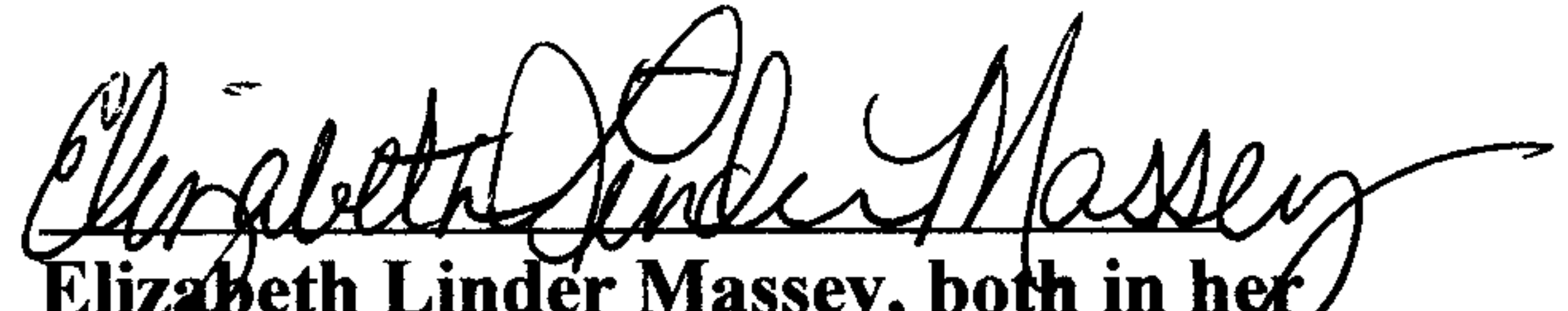


Notary Public
My Commission Expires: 5-6-17



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GRANTOR:

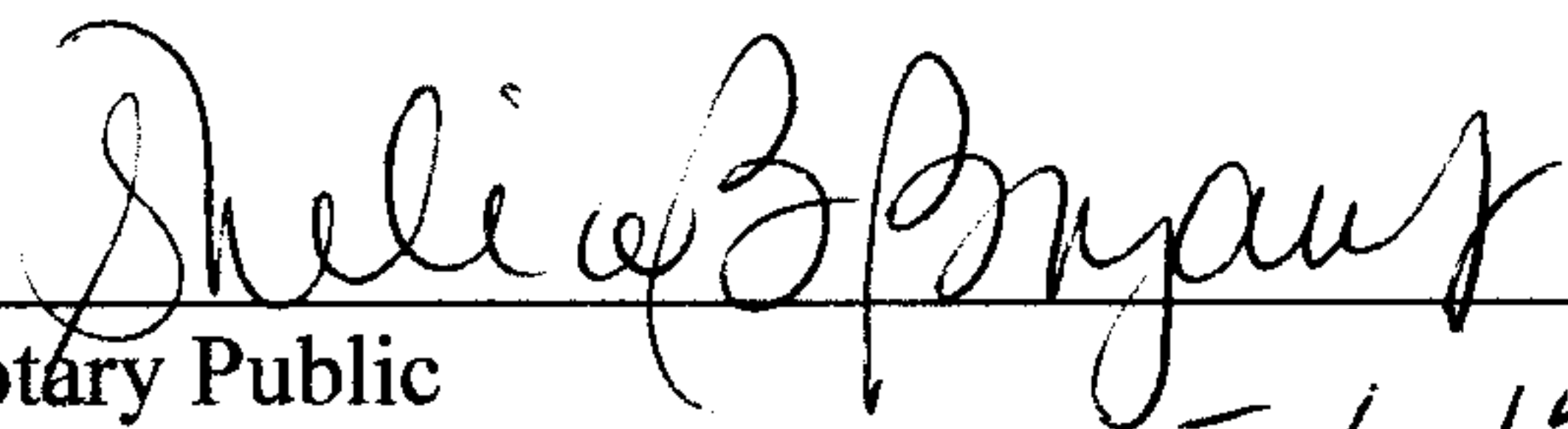

Elizabeth Linder Massey, both in her
individual capacity and in her capacity as
a beneficiary of the Browne G. Linder, Jr.
Revocable Trust

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Shelia B. Bryant, a Notary Public in and for said County in said State, hereby certify that **Elizabeth Linder Massey**, whose name is signed to the foregoing easement conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily and of her own volition, on the day the same bears date.

Given under my hand and official seal, the 21st day of July, 2016.



Notary Public
My Commission Expires: 5-6-17



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GRANTOR:

Joyce Linder
Magenco, Inc.


By: Joyce Linder
Its: Owner

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, James Faubus, a Notary Public in and for said County in said State, hereby certify that JOYCE LINDER, who is an owner of Magenco, Inc., is signed to the foregoing EASEMENT, and who known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily on the day the same bears date.

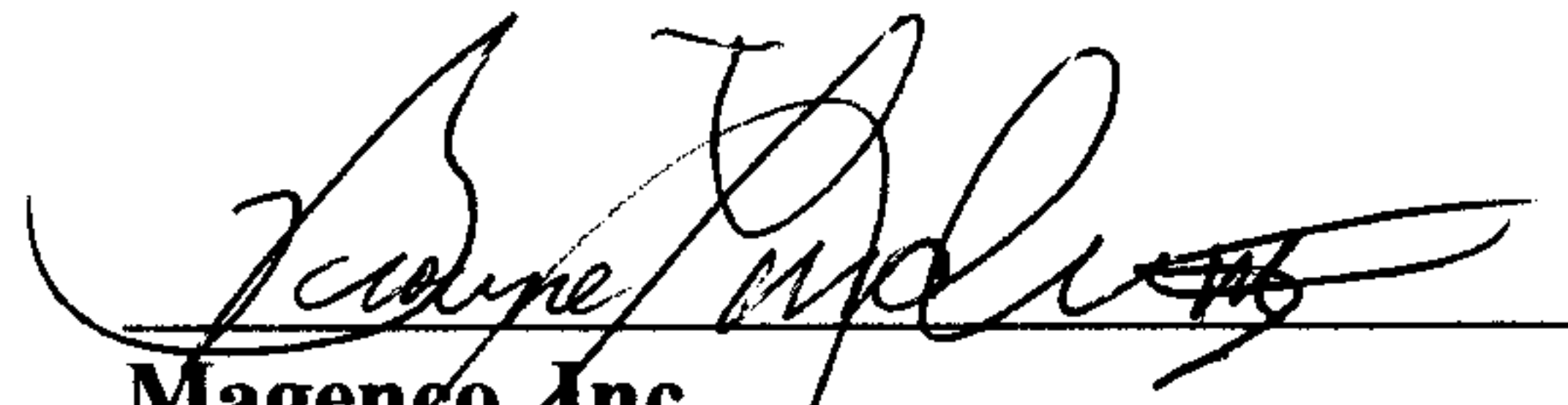
Given under my hand and official seal, the 21st day of July, 2016.

[Signature]
Notary Public
My Commission Expires: 12/18/18


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I, Browne G. Linder, III, as Grantor, by and through my capacity as Owner of Magenco, Inc., do hereby execute this EASEMENT AGREEMENT for the sole purpose of granting, bargaining, selling and conveying the easements described herein to Regions Bank and its successors, heirs, assigns and grantees of the Regions Property ("Exhibit B"). I hereby execute this EASEMENT AGREEMENT to effectuate all said conveyances described herein to Grantee and its successors, heirs, assigns and/or grantees and do so without waiver of any and all legal and/or equitable claims and/or defenses I have or may have, in any capacity in which I may serve, as to any alleged ownership of Magenco, Inc. by Joyce Linder and/or her heirs, successors, administrators and/or assigns. My signature upon this EASEMENT AGREEMENT in no way represents any consent, ratification, mutual assent, assent to or agreement by me to any claim of ownership of Magenco, Inc., in whole or in part, by Joyce Linder and/or her heirs, successors, administrators and/or assigns as that issue remains pending and is yet to be fully adjudicated by a court of competent jurisdiction.

GRANTOR:

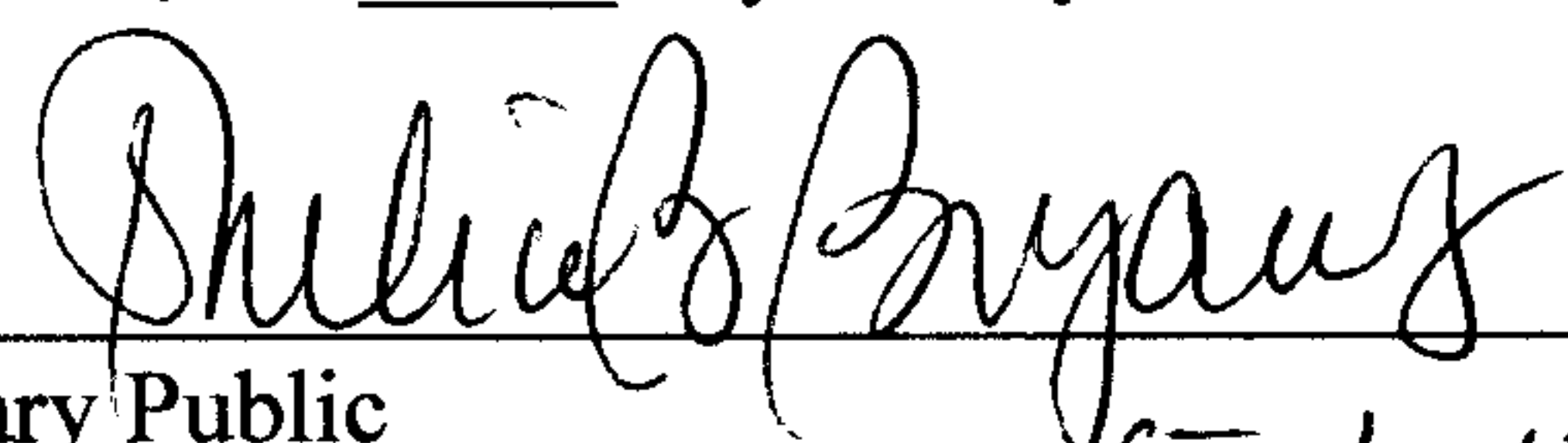

Magenco, Inc.
By: Browne Linder, III
Its: Owner


STATE OF ALABAMA

JEFFERSON COUNTY

I, Shelia B. Bryant, a Notary Public in and for said County in said State, hereby certify that BROWNE G. LINDER, III, who is an owner of Magenco, Inc., is signed to the foregoing EASEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

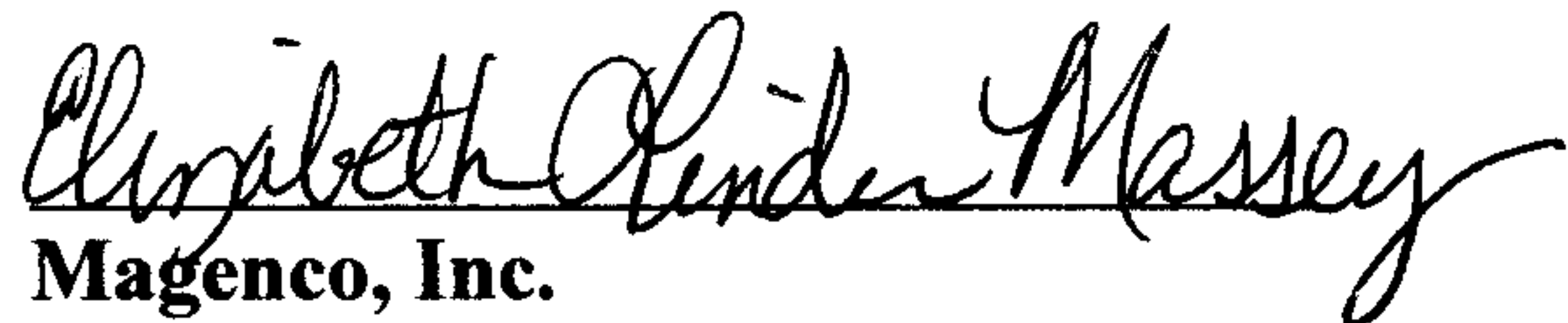
Given under my hand and official seal, the 2nd day of July, 2016.


Notary Public
My Commission Expires: 5-6-17


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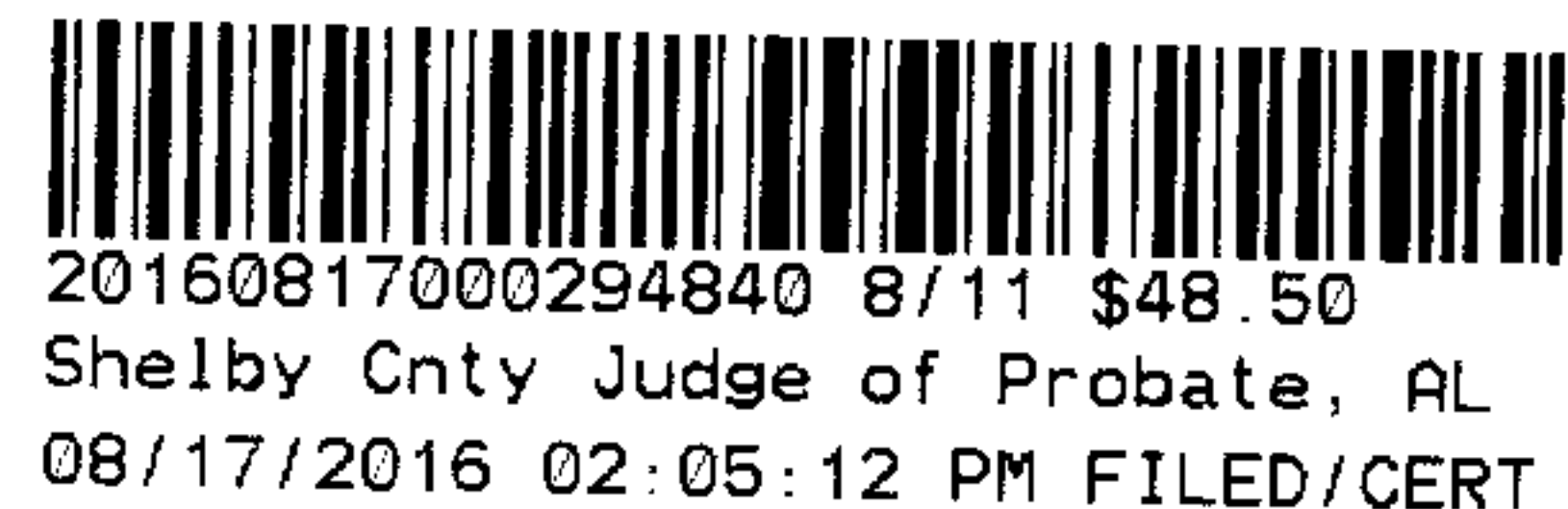
I, Elizabeth Linder Massey, as Grantor, by and through my capacity as Owner of Magenco, Inc., do hereby execute this EASEMENT AGREEMENT for the sole purpose of granting, bargaining, selling and conveying the easements described herein to Regions Bank and its successors, heirs, assigns and grantees of the Regions Property ("Exhibit B"). I hereby execute this EASEMENT AGREEMENT to effectuate all said conveyances described herein to Grantee and its successors, heirs, assigns and/or grantees and do so without waiver of any and all legal and/or equitable claims and/or defenses I have or may have, in any capacity in which I may serve, as to any alleged ownership of Magenco, Inc. by Joyce Linder and/or her heirs, successors, administrators and/or assigns. My signature upon this EASEMENT AGREEMENT in no way represents any consent, ratification, mutual assent, assent to or agreement by me to any claim of ownership of Magenco, Inc., in whole or in part, by Joyce Linder and/or her heirs, successors, administrators and/or assigns as that issue remains pending and is yet to be fully adjudicated by a court of competent jurisdiction.

GRANTOR:


Magenco, Inc.
By: Elizabeth Linder Massey
Its: Owner

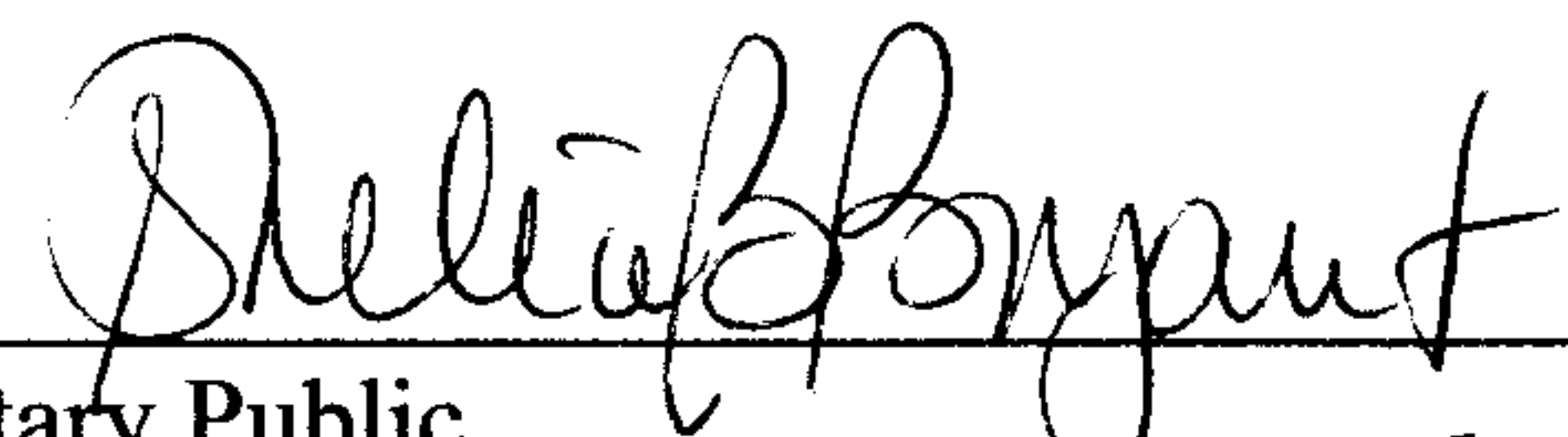
STATE OF ALABAMA

JEFFERSON COUNTY



I, Shelia B. Bryant, a Notary Public in and for said County in said State, hereby certify that ELIZABETH LINDER MASSEY, who is an owner of Magenco, Inc., is signed to the foregoing EASEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, the 21st day of July, 2016.



Notary Public
My Commission Expires: 5.6.17

EXHIBIT A

DESCRIPTION OF THE GRANTORS' PROPERTY

All that part of the North Half of the Northwest Quarter of the Northeast Quarter of Section 23, Township 21 South, Range 1 West that lies west of the right of way of the Columbiana-Chelsea Highway, situated in Shelby County, Alabama.



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EXHIBIT B

DESCRIPTION OF REGIONS PROPERTY

The North Half of the Northeast Quarter of the Northwest Quarter of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama.

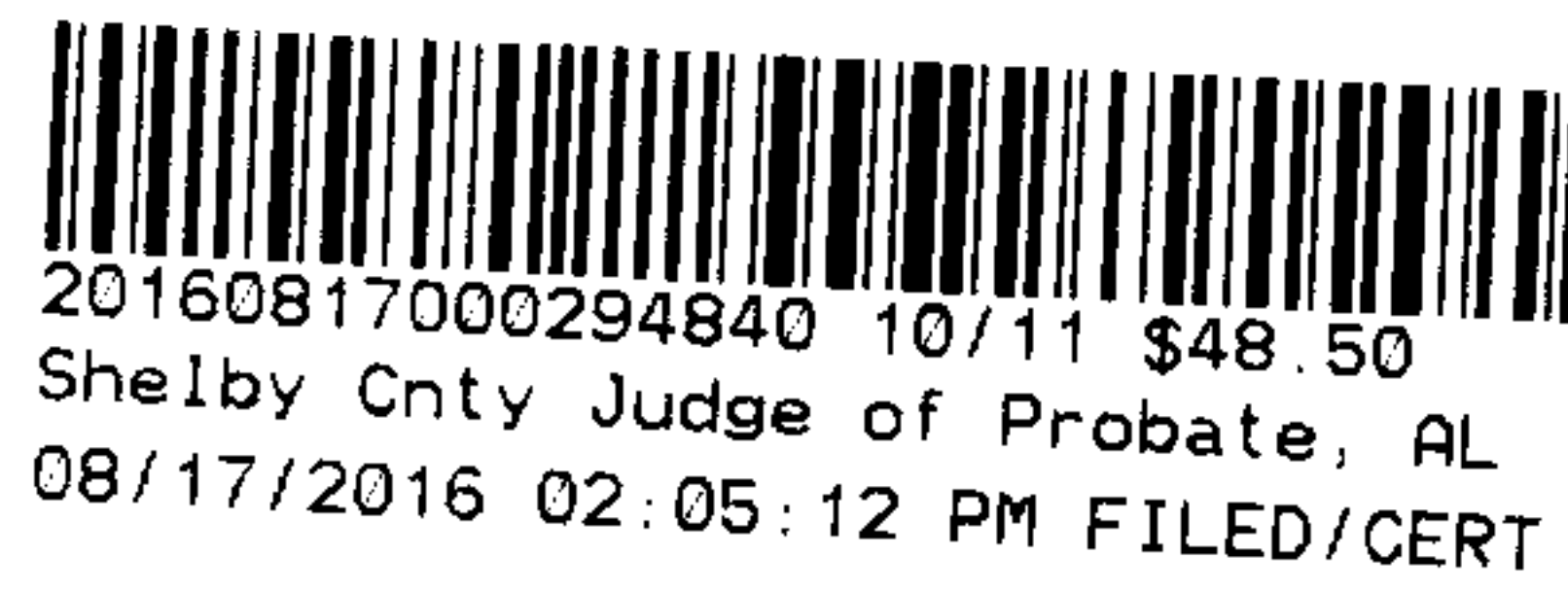


EXHIBIT C

EASEMENT DESCRIPTION

A 30' Ingress/Egress and Utility Easement, lying 15' on either side of and parallel to the following described centerline:

Commence at the NE Corner of the NE 1/4 of the NW 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence S03°08'56"W, a distance of 40.87' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N75°08'54"E, a distance of 15.79'; thence N87°33'50"E, a distance of 221.45'; thence N89°25'36"E, a distance of 315.65' to a curve to the right, having a radius of 275.00, a central angle of 34°01'20", and subtended by a chord which bears S73°33'44"E, and a chord distance of 160.91'; thence along the arc of said curve, a distance of 163.29'; thence S56°33'04"E, a distance of 166.87' to a curve to the left, having a radius of 265.00, a central angle of 41°52'17", and subtended by a chord which bears S77°29'12"E, and a chord distance of 189.38'; thence along the arc of said curve, a distance of 193.66'; thence N81°34'39"E, a distance of 58.24' to the Westerly R.O.W. line of Chelsea Road and the POINT OF ENDING OF SAID CENTERLINE.



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