

500.00

This Instrument Prepared By:

Clint C. Thomas, P.C.  
Attorney at Law  
P.O. Box 1422  
Calera, Alabama 35040

STATE OF ALABAMA       )  
                                      )  
                                      )       Easement Agreement for Ingress, Egress,  
                                      )       Utilities & Drainage  
COUNTY OF SHELBY     )

KNOW ALL MEN BY THESE PRESENTS, That for an in consideration of the sum of One Hundred Dollars and 00/100 (\$100.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, that **Jesse H. Lovett and Joy Faye Seale Lovett, a married couple**, hereinafter called the "Grantor", do hereby GRANT, BARGIN, SELL and CONVEY unto said **Brook Lovett and Sandra Lovett, a married couple** and to **Gary Lovett and Carol Lovett, a married couple**, hereinafter called the "Grantee", an easement and right-of-way into, upon and across that certain real estate owned by the Grantor located in Shelby County, Alabama, with said easement and right-of-way being appurtenant to the following described real estate, and more particularly described as follow, to wit:

*An Ingress/Egress, Drainage and Utility Easement for Lovett Estates, being more particularly described as follows:*

*Commence at the point of intersection of the South line of the North ½ of the SE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, with the West right-of-way line of the Southbound Track of the Louisville and Nashville Railroad Company; Thence North 20 degrees 53' 44" East, a distance of 171.41' to the POINT OF BEGINNING; Thence North 90 degrees 00' 00" West, a distance of 21.23' Thence North 20 degrees 53' 44" East, a distance of 128.39'; Thence North 89 degrees 58' 47" West, a distance of 66.93' to an iron pin set; thence North 67 degrees 10' 56" West, a distance of 51.62'; Thence South 89 degrees 58' 47" East, a distance of 143.54'; thence South 20 degrees 53' 44" West, a distance of 21.41' to an iron pin set; Thence South 20 degrees 58' 05" West, a distance of 128.45' to the POINT OF BEGINNING.*

The above described easement and right-of-way is appurtenant to and shall be for the use and benefit of the following described real property, to wit:



**LOT 1:** *BEGIN at a disturbed rebar being the NE Corner of the SE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; Thence North 89 degrees 20' 24" East, a distance of 18.68' to an iron pin set; Thence South 20 degrees 53' 44" West, a distance of 345.10' to an iron pin set; Thence South 67 degrees 10' 56" East, a distance of 168.20' to an iron pin set; Thence North 89 degrees 58' 47" West, a distance of 675.85' to a 2" pipe found; Thence North 43 degrees 28' 00" West, a distance of 188.66' to an iron pin set; Thence North 38 degrees 01' 15" West, a distance of 99.52' to an iron pin set; Thence North 05 degrees 00' 15" East, a distance of 81.59' to an iron pin set; Thence North 29 degrees 37' 15" East, a distance of 94.55' to a crimp found; Thence North 89 degrees 20' 24" East, a distance of 761.59' to a disturbed rebar and the POINT OF BEGINNING. Said Parcel containing 6.30 acres, more or less.*

**AND**

**LOT 2:** *Commence at a disturbed rebar being the NE Corner of the SE 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama; Thence North 89 degrees 20' 24" East, a distance of 18.68' to an iron pin set and the POINT OF BEGINNING; Thence continue along the last described course, a distance of 270.56' to an iron pin set; thence South 20 degrees 53' 44" West, a distance of 418.71' to an iron pin set; Thence North 89 degrees 58' 7" West, a distance of 88.33' to an iron pin set; Thence North 67 degrees 10' 56" West, a distance of 169.20' to an iron pin set; Thence North 20 degrees 53' 44" East, a distance of 345.10' to an iron pin set and the POINT OF BEGINNING. Said parcel containing 2.27 acres, more or less.*

The right-of-way, easement, rights and privileges herein granted shall be used only for the purpose of ingress, egress, utility access to the Grantee's property and drainage.

The easement legal description was taken from that certain survey performed by Rodney Y. Shiflett, AL Reg. # 21784, on or about 01 December, 2014, and known as Job # 14425ESMT. All other legal descriptions were provided by the Grantors herein, and said easement agreement was prepared without a title search.

The easement, rights and privileges herein granted shall be perpetual. Grantor hereby binds himself, his heirs, and legal representatives, to warrant and forever defend the above described easement and rights unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.



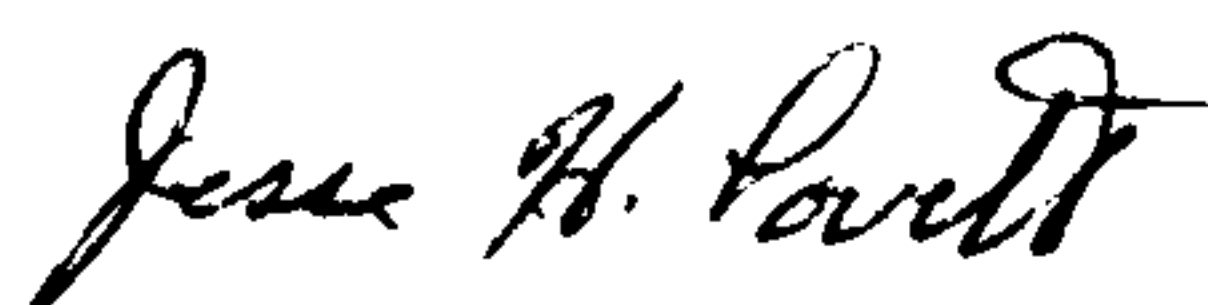
The easement, rights and privileges granted herein are exclusive, and Grantor covenants that he will not convey any other easement or conflicting rights within the area covered by this grant.

The instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, assigns of the parties hereto.

Grantee shall have the right to cut and trim trees or shrubbery which may encroach on the easement area herein conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the easement area or by loading and hauling away from the premises.

The easement, rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of such property for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, including the right to build and use the surface of the herein granted easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses and/or to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley. If the Grantor, or any of Grantors successors or assigns, shall dedicate all or any part of the property affected by this easement, the Grantee, and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the easement rights herein granted.



**Jesse H. Lovett**

**Grantor**

STATE OF ALABAMA )

)

COUNTY OF SHELBY )



**Joy Faye Seale Lovett**

**Grantor**

Before me, the undersigned, a Notary Public in and for said County and said State, personally appeared *Jesse H. Lovett*, and *Joy Faye Seale Lovett*, a married couple, whose names are signed to the foregoing Easement and Right-of-Way Agreement, and who are known to me personally, and who acknowledged to me that being informed of the contents thereof, they executed the same voluntarily as their own free act.

GIVEN under my hand and official seal of office on this the 12<sup>th</sup> Day of

December, 2014.

*Jessica L. Helms*  
Notary Public  
My Commission Expires:  
MLE 4/22/18



20141212000390750 4/4 \$25.50  
Shelby Cnty Judge of Probate, AL  
12/12/2014 10:50:24 AM FILED/CERT