



20211104000534730 1/6 \$38.00
Shelby Cnty Judge of Probate, AL
11/04/2021 11:03:06 AM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Bryan P. Winter
WINTER MCFARLAND, LLC
205 McFarland Circle North
Tuscaloosa, Alabama 35406

This instrument was prepared
without the benefit of a title
examination.

SOURCE OF TITLE:

Instrument Number: 20070221000080010

STATE OF ALABAMA)
SHELBY COUNTY)

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, **RANDY LAGLE**, a married man, and **VICKI LAGLE**, his wife (individually and collectively "Grantor"), do hereby bargain, grant, sell, assign and convey to **THERESA CREEL**, a married woman ("Grantee"), and her heirs, successors and assigns, **the following described permanent, perpetual and non-exclusive easement appurtenant, to run with the land ("Easement")**, in, to, above and through certain real property situated in Section 27, Township 20 South, Range 4 West, of Shelby County, Alabama, as more particularly described in the survey attached hereto as "Exhibit A" and incorporated herein by reference,

WITNESSETH

WHEREAS, Grantor is the legal and beneficial owner of certain real property, as more particularly described in the Probate Records of Shelby County, Alabama, recorded as Instrument Number: 20070221000080010,

WHEREAS, it is further the intention of both the Grantor and the Grantee that the Easement conveyed herein inure fully to the benefits and burdens; as the case may be, to their respective heirs, successors, and/or assigns, and that the Easement runs with the Grantor's Property for the use, enjoyment and benefit of the Grantee;

NOW THEREFORE, for ten and no/100 dollars (\$10.00), and for the mutual promises, covenants and other good and valuable consideration between the parties, the receipt and legal sufficiency of which is hereby acknowledged, the Grantor and the Grantee hereto declare and covenant as follows:

1. Grantor hereby declares, sell, assigns, conveys and grants to Grantee, and Grantee's heirs, successors, assigns, agents, servants, employees, representatives, contractors, guests, invitees, and anyone acting on behalf of the Grantee, and the Grantee's heirs, successors, and assigns (individually and collectively "Grantee Parties"), for the use and enjoyment of the Grantee and Grantee Parties, a permanent, perpetual and non-exclusive easement for access, ingress,



egress, utilities, and any other purpose of the Grantee, including but not limited to the construction, erection, maintenance and repair of the driveway, fences and other structures, appurtenant to, over, in and through the Grantor's Property as described in Exhibit A.

2. The Easement created herein shall run with the land, and constitutes an equitable servitude.
3. Each and every of the covenants, restrictions, conditions, and provisions contained in the Easement are made for the direct benefit of the Grantee and the Grantee Parties, and (a) shall create and constitute an equitable servitude upon the Grantor's Property for the benefit of the Grantee and Grantee Parties; (b) shall constitute covenants running with the land; (c) shall be binding upon every person having any fee, leasehold, existing or future mortgage, or other interest in any portion of the Grantor's Property at any time or from time to time to the extent that (i) such portion is affected or bound by the covenant, restriction, condition, or provision in question, or (ii) the covenant, restriction, condition, or provision is to be performed on such portion, such that such person shall acquire and/or hold his/her/its respective fee, leasehold, mortgage or other interest, subject and subordinate to the Easement, and that foreclosure or other exercise of rights by such person shall not terminate or cancel the in any respect; and (d) shall inure to the benefit of the Grantee, and the Grantee Parties, and their respective heirs, personal representatives, successors, assigns, and grantees.

TO HAVE AND TO HOLD said Easement perpetually to the Grantee, the Grantee Parties, and their respective heirs, successors, and assigns, forever.

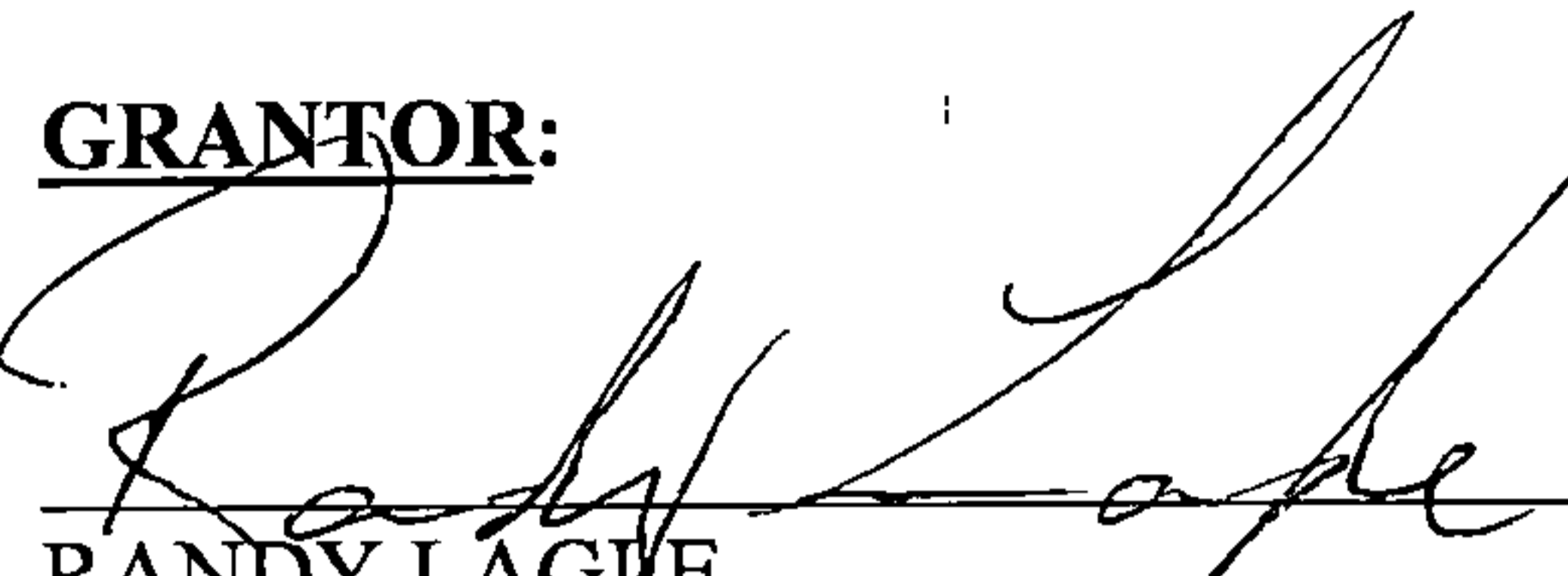
WITNESS the following signatures and seal:

[SIGNATURE PAGES FOLLOW]



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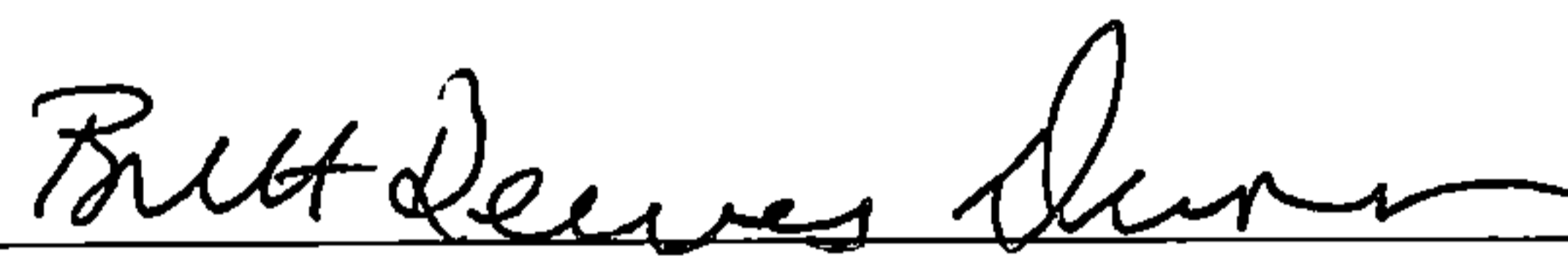
IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals,
this the 4th day of November, 2021.

GRANTOR:

RANDY LAGLE


STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDY LAGLE, whose names 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 such conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of November, 2021.


Notary Public
My Commission Expires: 5/10/25

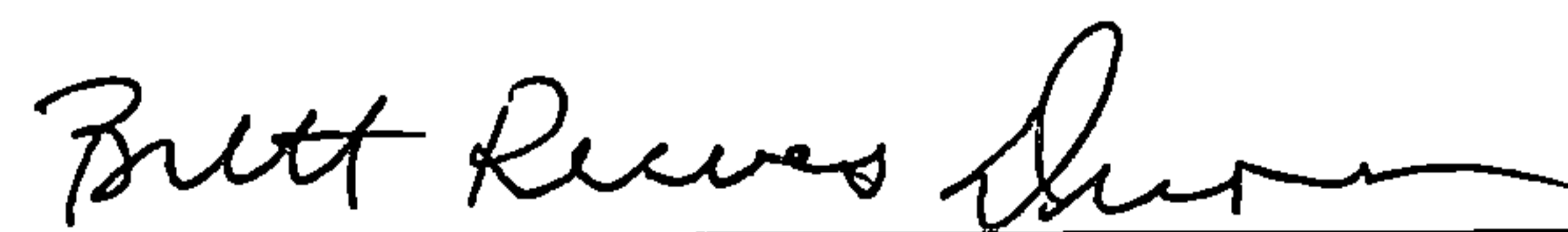
GRANTOR: BRETT REEVES DUNN
Notary Public, Alabama State at Large
My Commission Expires May 10, 2025


VICKI LAGLE

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that VICKI LAGLE, whose name 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of November, 2021.


Notary Public
My Commission Expires: 5/10/25

GRANTOR: BRETT REEVES DUNN
Notary Public, Alabama State at Large
My Commission Expires May 10, 2025



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GRANTEE:

Theresa Creel
THERESA CREEL

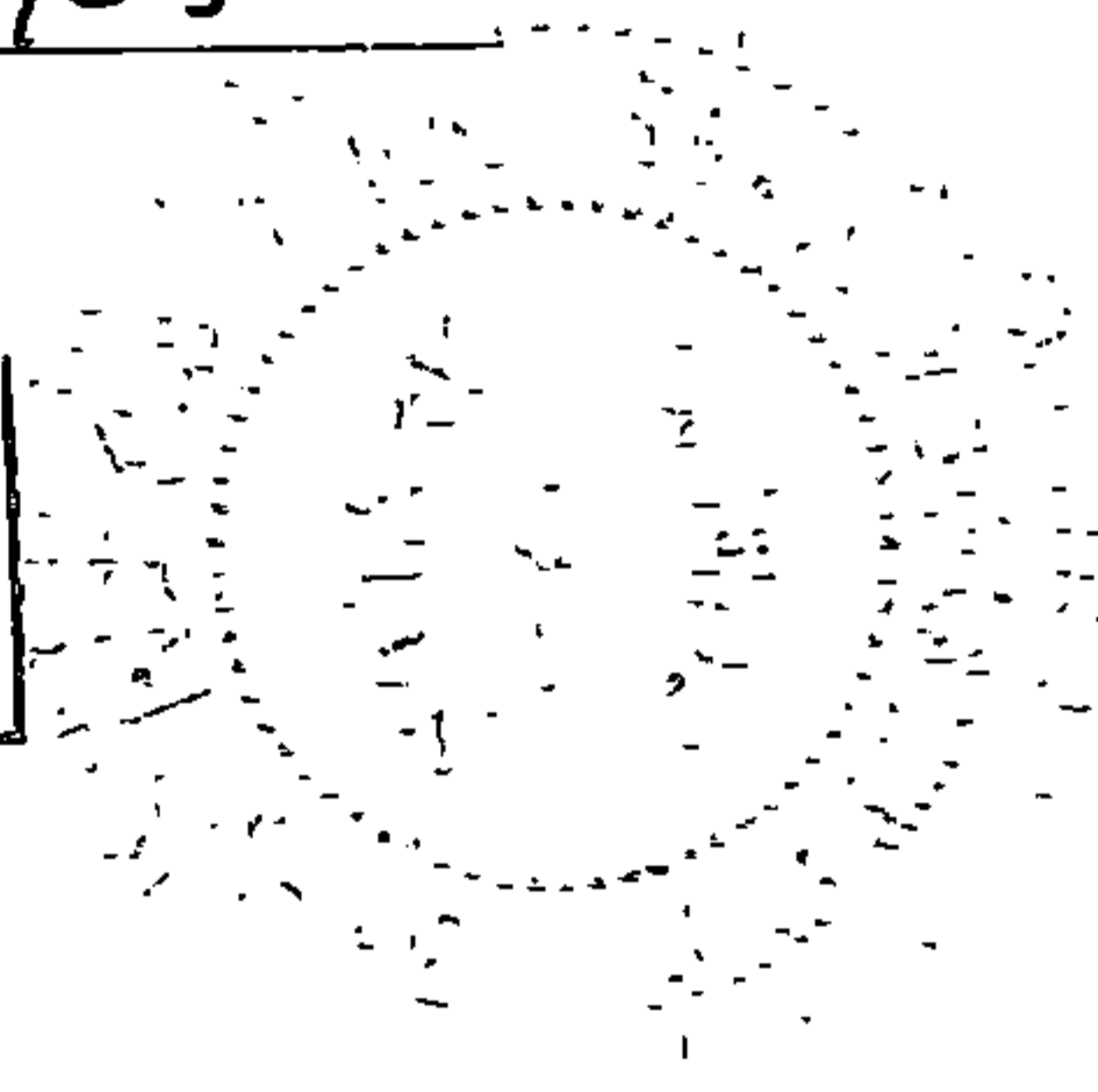
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that THERESA CREEL, a single woman, whose name 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of November, 2021.

Brett Reeves Dunn
Notary Public
My Commission Expires: 5/10/25

BRETT REEVES DUNN
Notary Public, Alabama State at Large
My Commission Expires May 10, 2025

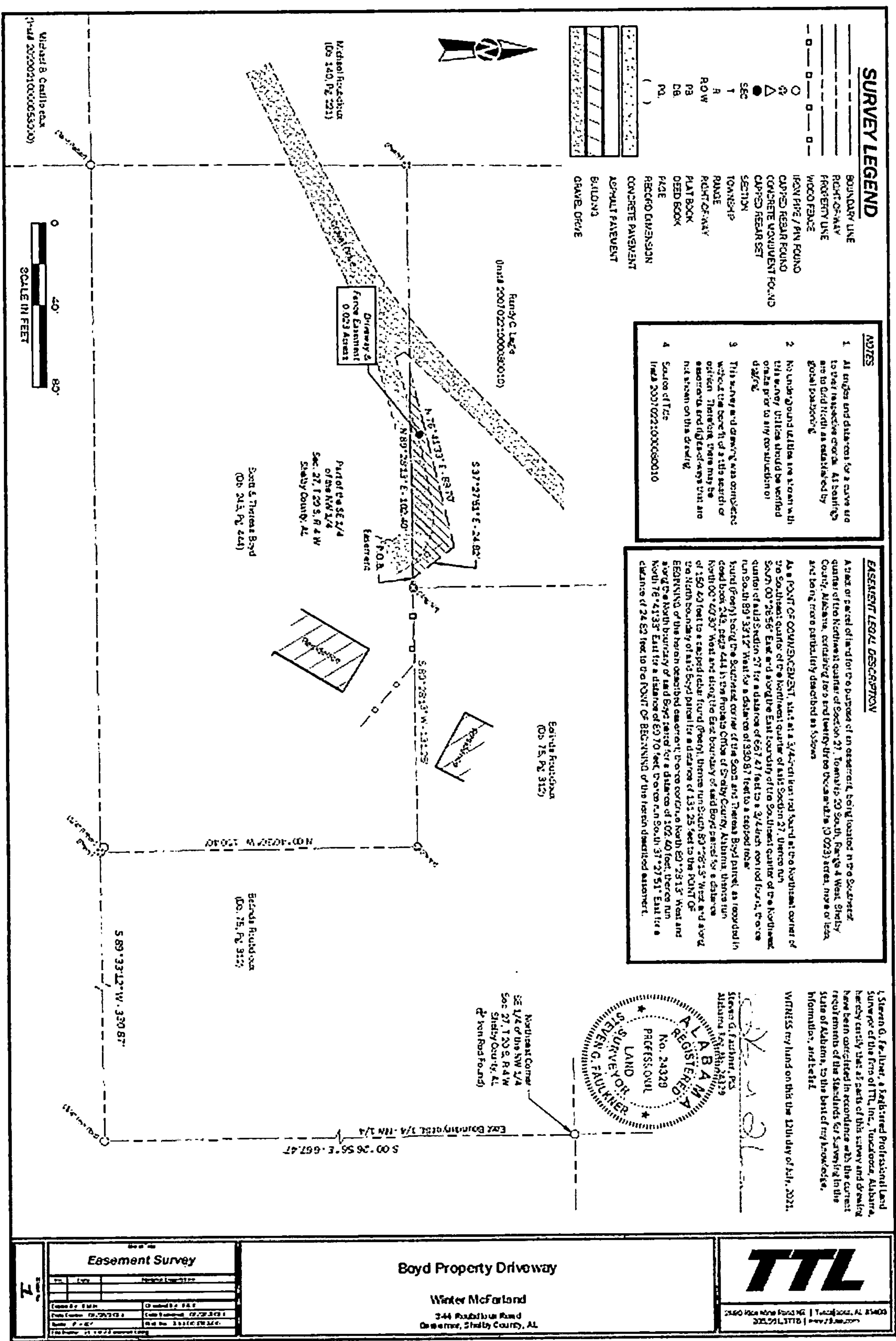




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EXHIBIT "A"

Legal Description of Easements and Survey



SURVEY LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- PROPERTY LINE
- WOOD FENCE
- IRON PIPE / R/W FOUND
- CURVED REBAR FOUND
- CONCRETE ADJUVANT FOUND
- CURVED REBAR SET
- SECTION
- TOWNSHIP
- RANGE
- RIGHT-OF-WAY
- PLAT BOOK
- DEED BOOK
- PLATE
- RECORDER DIMENSION
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- BUILDING
- GRAVE ORCHE

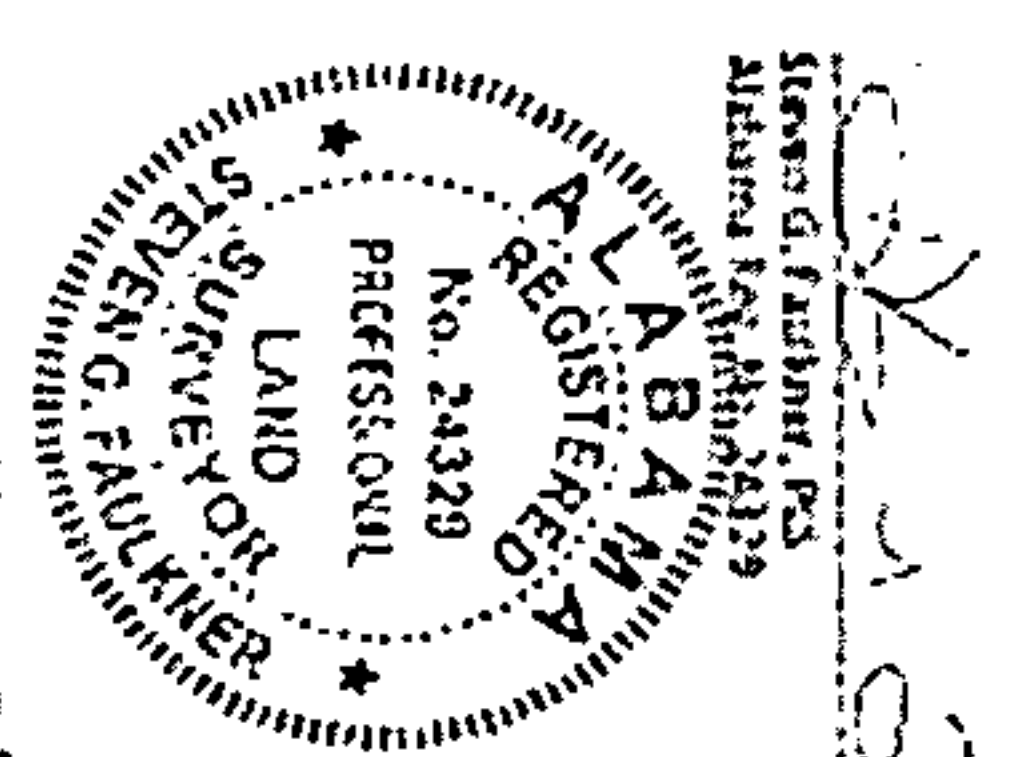
NOTES

1. All angles and distances for a curve are to their respective center. All bearings are to Grid North as established by Geodetic Surveying.
2. No underground utilities are shown with this survey. Utilities should be verified on-site prior to any construction or digging.
3. This survey was conducted without the benefit of a title search or opinion. Therefore, there may be easements and right-of-ways that are not shown on this survey.
4. Source of Title: LINDA 20070221000000010

EASEMENT LEGAL DESCRIPTION

A tract or parcel of land for the purpose of an easement, being located in the Southeast quarter of the Northwest quarter of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama, containing two and twenty-five (25/100) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, sit at a 3/4-section line, run North at the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 27, thence run South 00°28'56" East and along the East boundary of the Southeast quarter of the Northwest quarter of said Section 27 for a distance of 667.47 feet to a 3/4-section line, thence run South 89°33'12" West for a distance of 330.87 feet to a reposed mark found (found) being the Surveyed corner of the Scott and Thomas Blvd parcel as recorded in deed book 243, page 444 in the Public Office of Shelby County, Alabama, thence run North 00°40'30" West and along the East boundary of said Boyd parcel for a distance of 150.49 feet to a reposed mark found (found), thence run South 89°28'13" West and along the North boundary of said Boyd parcel for a distance of 133.25 feet to the POINT OF BEGINNING of the herein described easement, thence corner South 89°28'13" West and along the North boundary of said Boyd parcel for a distance of 102.40 feet, thence run North 76°43'33" East for a distance of 89.70 feet, thence run South 31°27'51" East for a distance of 24.83 feet to the POINT OF BEGINNING of the herein described easement.



I, Steven G. Faulkner, a Registered Professional Land Surveyor of the State of Alabama, have surveyed and drawn hereby easily that all parts of this survey and drawing have been conducted in accordance with the current regulations of the Standards for Surveying in the State of Alabama, to the best of my knowledge, information, and belief.

WITNESS my hand on this the 12th day of July, 2021.

Steven G. Faulkner, PLS
 Alabama License No. 24329

Easement Survey	
No.	Date

Boyd Property Driveway

Winter McFarland
 344 Roadhouse Road
 Oneonta, Shelby County, AL

2540 West Main Road, AL 35009
 205.291.1170 | www.ttl.com



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EXHIBIT "A"(continued)
Legal Description of Easements and Survey



2890 Rice Mine Road NE
 Tuscaloosa, AL 35406
 205.561.3778

July 12, 2021

TTL Job No. 21-10-01763

EASEMENT LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF SHELBY)

A tract or parcel of land for the purpose of an easement, being located in the Southeast quarter of the Northwest quarter of Section 27, Township 20 South, Range 4 West, Shelby County, Alabama, containing zero and twenty-three thousandths (0.023) acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, start at a 3/4-inch iron rod found at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 27; thence run South 00°26'56" East and along the East boundary of the Southeast quarter of the Northwest quarter of said Section 27 for a distance of 667.47 feet to a 3/4-inch iron rod found; thence run South 89°33'12" West for a distance of 330.87 feet to a capped rebar found (Peery) being the Southeast corner of the Scott and Theresa Boyd parcel, as recorded in deed book 243, page 444 in the Probate Office of Shelby County, Alabama; thence run North 00°40'30" West and along the East boundary of said Boyd parcel for a distance of 150.40 feet to a capped rebar found (Peery); thence run South 89°28'13" West and along the North boundary of said Boyd parcel for a distance of 131.25 feet to the POINT OF BEGINNING of the herein described easement; thence continue North 89°28'13" West and along the North boundary of said Boyd parcel for a distance of 102.40 feet; thence run North 76°41'33" East for a distance of 89.70 feet; thence run South 37°27'51" East for a distance of 24.82 feet to the POINT OF BEGINNING of the herein described easement.