

STATE OF ALABAMA)
COUNTY OF SHELBY)

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**AGREEMENT AND CONVEYANCE
OF EASEMENT APPURTENANT**

This Agreement is made and entered into this 15th day of February 2022, by and between Newcastle Construction, Inc., an Alabama Corporation, (hereinafter "Grantor") and Patrick Arthur Howland and Jessica Quarles Howland and (hereinafter "Grantee").

WHEREAS, Grantor is the record owner of the following described real property situated in Shelby County, Alabama, to-wit:

Lot 205, according to the Survey of Final Plat of The Cove at Helena, as recorded in Map Book 51, Page 97, in the Probate Office of Shelby County, Alabama.

Property Address: 1005 Stony Hollow Circle, Helena, AL 35080

(hereinafter "Servient Estate");

WHEREAS, Grantee is the record owner of the following described property situated in Shelby County, Alabama, to-wit:

Lot 204, according to the Survey of Final Plat of The Cove at Helena, as recorded in Map Book 51, Page 97, in the Probate Office of Shelby County, Alabama.

Property Address: 1009 Stony Hollow Circle, Helena, AL 35080

(hereinafter "Dominant Estate")

NOW, THEREFORE, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor, and in additional consideration of the mutual promise contained in this agreement, the receipt and sufficient whereof are acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, their heirs, successors and assigns, a perpetual, non-exclusive easement, for road purposes, for ingress and egress to and from the real property designated above as the "Dominant Estate", over and across the lands described above as the "Servient Estate". Said easement is hereinafter described as follows:

SEE ATTACHED "EXHIBIT A" FOR VISUAL EASEMENT DESCRIPTION

The easement hereby granted shall be appurtenant to and run with the land described above as the "Dominant Estate" and all subdivisions thereof, and any adjoining land subsequently acquired by the Grantee.

The Grantee, their heirs, successors, and assigns, shall have the right of use of the easement hereby granted. The Grantee, their successors, and assigns shall be responsible to maintain and to repair any damage caused by their use of the easement. The Grantee, their heirs, successors, and assigns shall compensate Grantor, their heirs, successors, and assigns for any damage done to Grantor's property outside the easement resulting from the Grantee's use, repair or maintenance of the easement.

Except as to the right herein granted, the Grantor shall have the full use and control of the above designated real estate known as the "Servient Estate". The Grantor, their heirs, successors, and assigns shall also have the full use of the road and the easement thereon which is located on the property described above as the "Servient Estate".

The Grantee hereby agrees to hold and save the Grantor harmless from any and all claims of third parties arising from Grantee's use of the right herein granted.

This easement is granted subject to all prior easements or encumbrances of record.

Grantor agrees that, in the event of any partition, subdivision, or transfer of any portion of the "Dominant Estate" by Grantee, or their successors or assigns, this easement shall remain appurtenant to any and all of the subdivided or transferred parcels hereinafter created from the "Dominant Estate", and owners of said parcels into which the "Dominant Estate" may be divided shall have the same rights to use the easement as granted herein.

By the acceptance and recording of this document, the Grantee herein accepts all of the terms of this agreement.

TO HAVE AND TO HOLD the same unto the said Grantee, their heirs, successors, and assigns, as hereinabove set out, forever. And the Grantor does hereby covenant with the Grantee that they have a good and lawful right to sell and convey the easement as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 28th day of January, 2022.

GRANTOR

[Signature]

Newcastle Construction, Inc.

By: Robin Trimm

Its: CFO

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Robin Trimm, as CFO, for Newcastle Construction, Inc, whose names is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily with full authority on the day the same bears date for said limited liability company.

Given under my hand and seal this 28th day of January, 2022.

[Signature]
Notary Public

My Commission Expires



GRANTEE:

[Signature]

Patrick Arthur Howland

[Signature]
Jessica Quarles Howland

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Patrick Arthur Howland and Jessica Quarles Howland, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 15th day of February, 2022.



[Signature]
Notary Public

My Commission Expires:

INSTRUMENT PREPARED BY:
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