

This Instrument Prepared By:
David P. Condon
David P. Condon, P.C.
100 Union Hill Drive, Suite 200

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the 4th day of April, 2024, by and among **CHARLES ANTHONY KEY, KATHRYN MARIE KEY SMITH, MATTHEW JAMES KEY AND MELISSA MARIE EDWARDS AND TAMMY POWELL** (collectively, “Grantor”), and **ANDREW B. MOORE** and **DIANE M. MOORE** (collectively “Moores”) and **KYLE FERMAN FINCHER** (“Fincher”).

Recitals:

Grantor is the owner of the real property described on ***Exhibit A*** attached hereto (the “Grantor Property”). Grantees Andrew B. Moore and Diane M. Moore are the owners of the real property described on ***Exhibit B*** attached hereto which lies to the east of the Grantor Property (“Moore Property”). Grantee Kyle Ferman Fincher is the owner of the real property described on ***Exhibit C*** attached hereto which lies to the south of the Grantor Property (the “Fincher Property”).

The Moores and Fincher, and their predecessors in title, have for years accessed their respective property by an existing road that comes off of Ivy Way and travels across the Grantor Property as shown on the land survey of James M. Ray dated March 20, 2024 and shown on ***Exhibit D*** attached hereto. The parties, or their predecessors in title, have on a few occasions attempted to create a written easement for the Grantees’ use of this existing road but have never defined the placement of this existing road with an accurate legal description. Now that the Grantor Property is being sold, the parties consider it prudent to do so. Grantor has agreed to grant unto Grantees a non-exclusive, perpetual easement over and across the Easement Area (legally described on ***Exhibit D-1*** attached hereto) for purposes of Grantees’ use of access for ingress and egress from Ivy Way to the Moore Property and the Fincher Property along the road currently in place lying in the Easement Area.

Agreement:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration already paid, and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct in all respects and form a material part of this Agreement, the same as if such recitals were set forth in the numbered paragraphs hereof.

2. Grant of Easement. Grantor hereby grants, bargains, sells, and conveys to Grantees a non-exclusive, perpetual easement over and across the Easement Area for the purposes of permitting Grantees, and Grantees' successors and assigns, and the guests, licensees and invitees of same, to access their respective Properties described on ***Exhibit B*** and ***Exhibit C*** for ingress and egress to and from Ivy Way (the "Easement"). The easement herein granted to the Moore Property is described on ***Exhibit D-1*** as Easement 1 and the easement granted to the Fincher Property is described on ***Exhibit D-1*** as both Easement 1 and 2.

3. Easement Perpetual. The Easements are perpetual and run with the land, constitute an equitable servitude, and may be modified and/or terminated only upon the written agreement of the parties hereto or their respective successors and assigns, which agreement must be recorded in the aforesaid Probate Office. It is the intention of the parties hereto that the holders of all existing and future mortgages and other interests with respect to all or any portion of either the Grantor Property or the Moore Property or Fincher Property shall acquire and/or hold their respective mortgages and other interests subject and subordinate to the Easement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

4. Maintenance of Easement and Improvements. Each Grantee shall be equally responsible, at Grantees' sole cost and expense, for the maintenance of the Easement Area for Easement 1 and the Improvements, and Grantor shall have no liability or obligation whatsoever with respect thereto. Grantee Fincher shall be solely responsible, at Grantee's sole cost and expense, for the maintenance of the Easement Area for Easement 2 and the Improvements, and Grantor shall have no liability or obligation whatsoever with respect thereto.

5. Indemnification. Grantees shall indemnify, defend and hold harmless Grantor from and against any and all damage, loss, cost and/or expense (including reasonable attorneys' fees) incurred or suffered by Grantor and/or the Grantor Property that is caused by or results from the exercise by Grantees of any of its rights granted hereunder (including any use of the Easement by any one acting by, through or under Grantees).

6. Non-Waiver. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

7. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of either the Grantor Property, the Moore Property, or the Fincher Property or any portion thereof.

8. Captions: Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be

regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

9. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

10. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

11. Attorney's Fees. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party(ies).

12. Warranty. Grantor does hereby warrant the title to the easement herein conveyed to Grantees and Grantees' heirs and assigns, and hereby covenants that Grantor has the good and legal right to convey the subject easement and that Grantees will defend the easement herein granted against the lawful claims of all parties. To have and to hold unto Grantees, and Grantees' heirs and assigns forever.

Note: Kyle Ferman Fincher is the surviving grantee of the deed recorded in Instrument #20090112000010210.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

GRANTOR:

Charles Anthony Key
Charles Anthony Key

STATE OF Alabama)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles Anthony Key, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

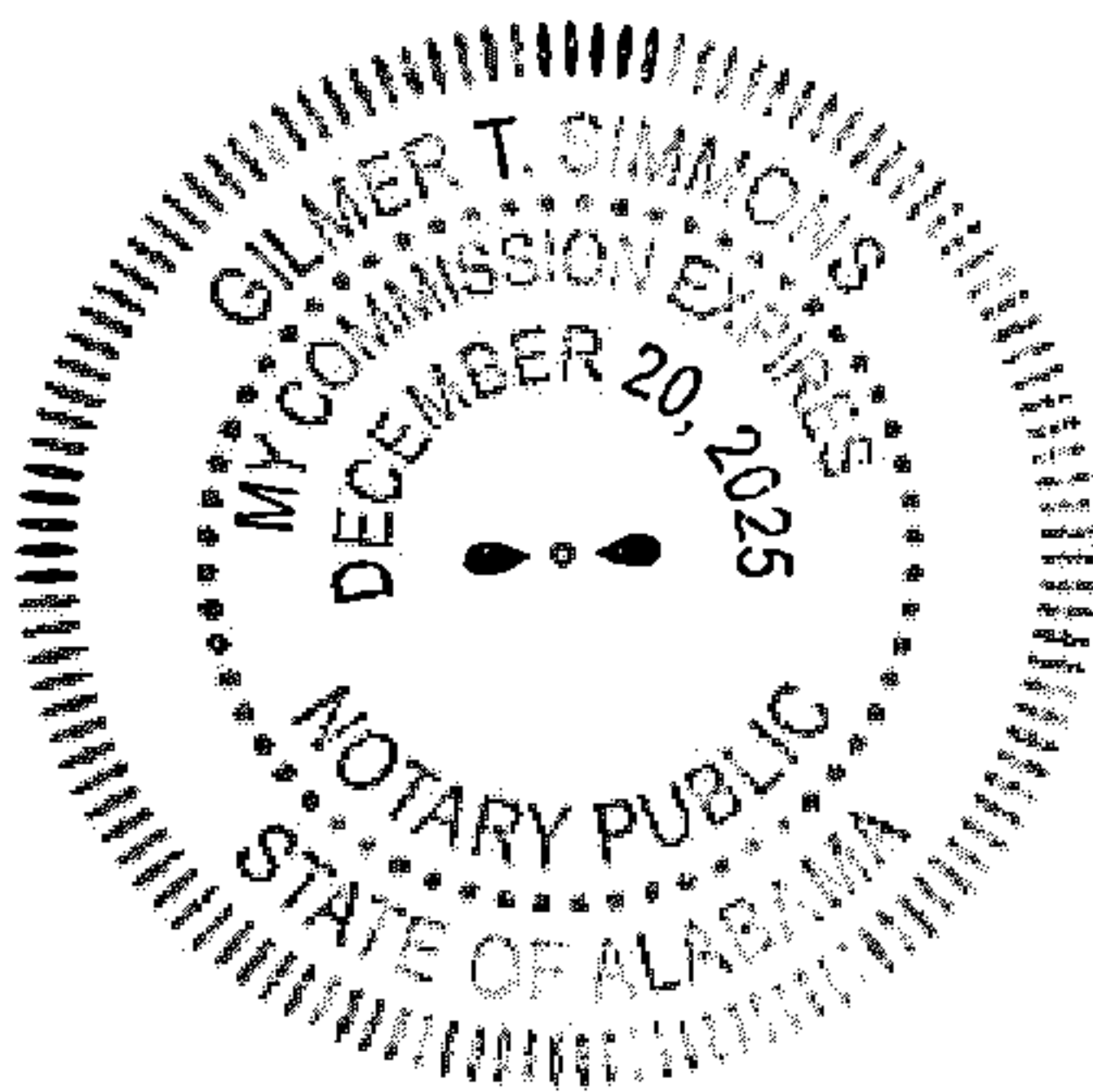
Given under my hand and seal on the 15th day of April, 2024.

Gilmer T. Simmons

Notary Public

[NOTARIAL SEAL]

My commission expires: 12/20/2025



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

GRANTOR

Kathryn Marie Key Smith

4/1/24

Kathryn Marie Key Smith

STATE OF Tennessee

Williamson COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kathryn Marie Key Smith, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 1st day of April, 2024.

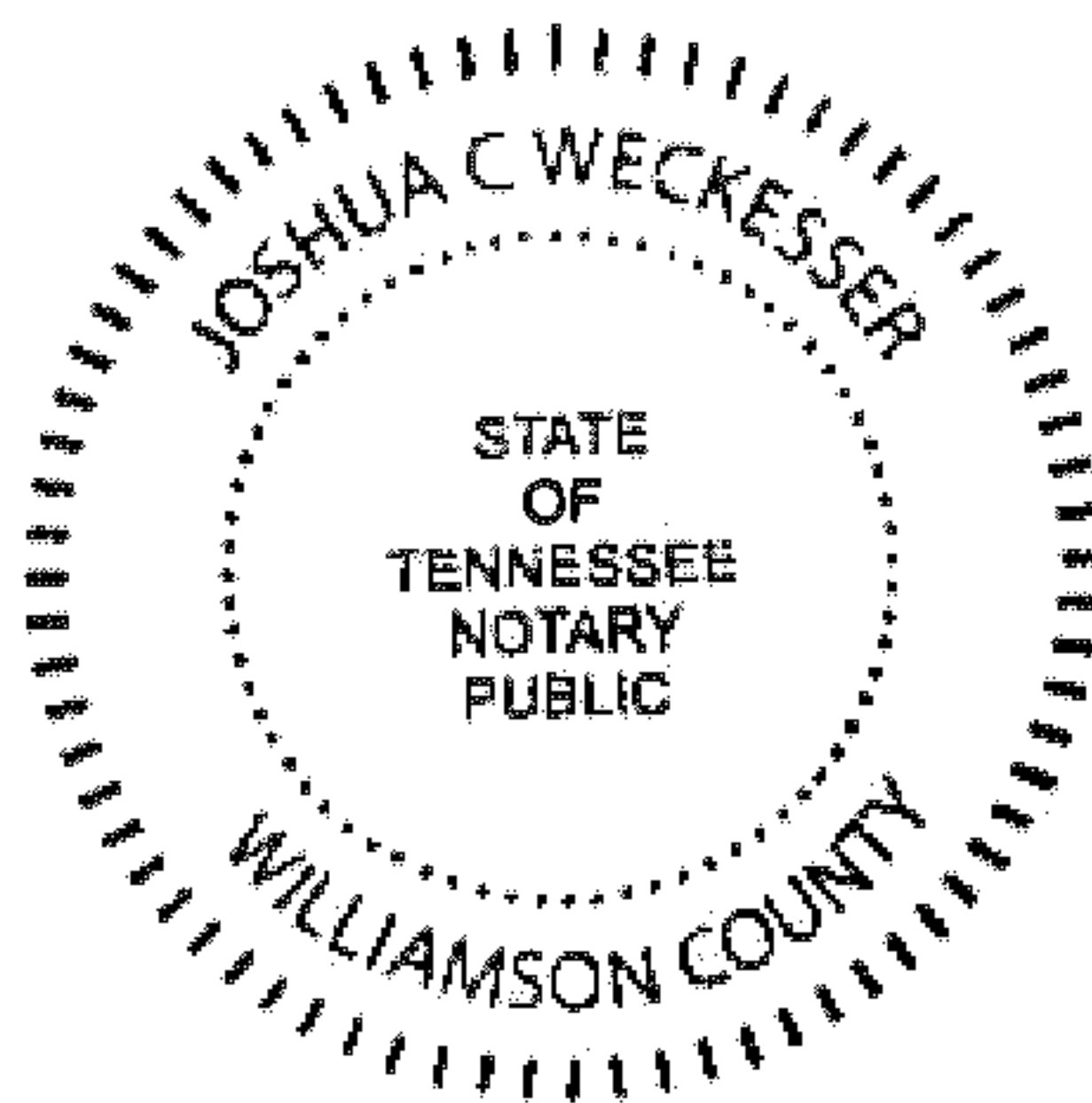
Notary Public

Joshua C. Weckesser

[NOTARIAL SEAL]

My commission expires:

05/16/2027



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

GRANTOR

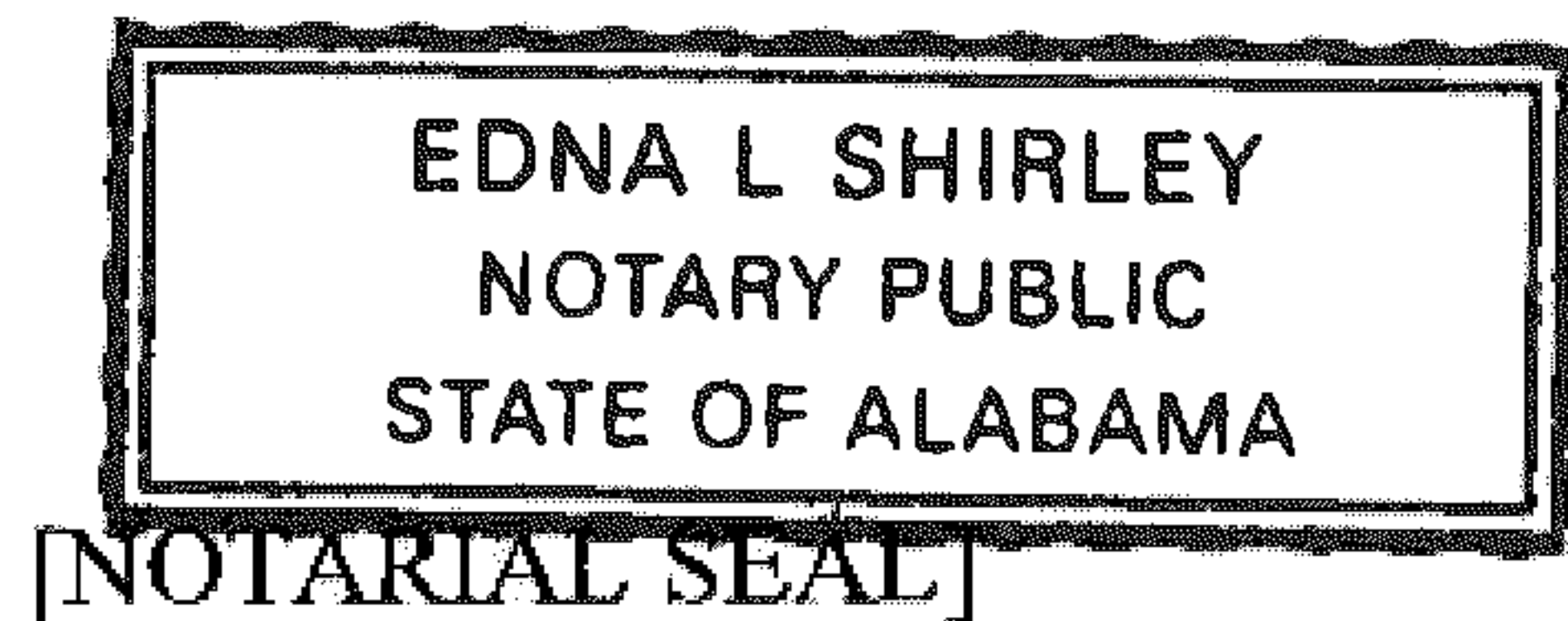

Matthew James Key

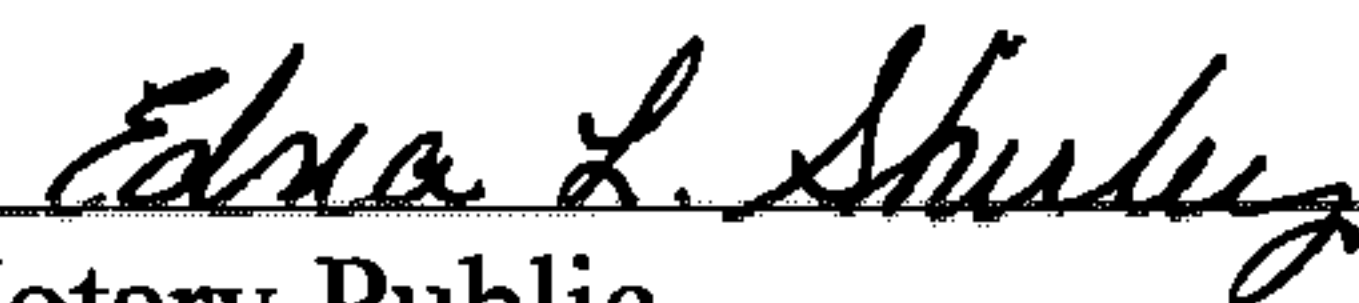
STATE OF Alabama)

Baldwin COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Matthew James Key, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 1 day of April, 2024.




Notary Public

My commission expires: COMMISSION XPIRE 4/22/25

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the day and year first written above.

GRANTOR:

Melissa Marie Edwards
Melissa Marie Edwards

STATE OF ALABAMA)

SHELBY COUNTY)

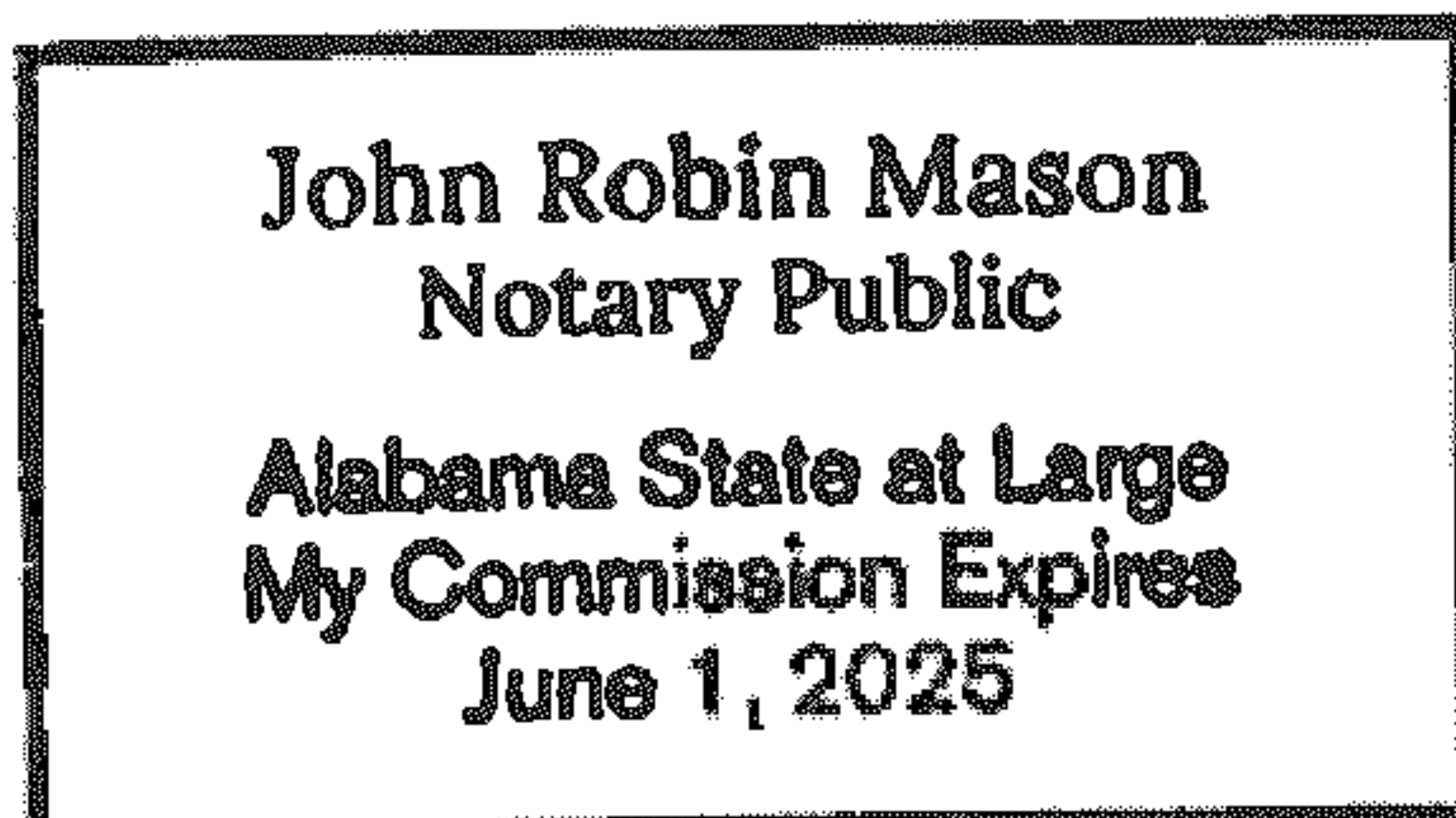
I, the undersigned, a notary public in and for said county in said state, hereby certify that Melissa Marie Edwards, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 1st day of APRIL, 2024.

John Robin Mason
Notary Public

[NOTARIAL SEAL]

My commission expires: My Commission Expires
June 1, 2025



GRANTEES:

Andrew B Moore

Andrew B. Moore

Diane M Moore

Diane M. Moore

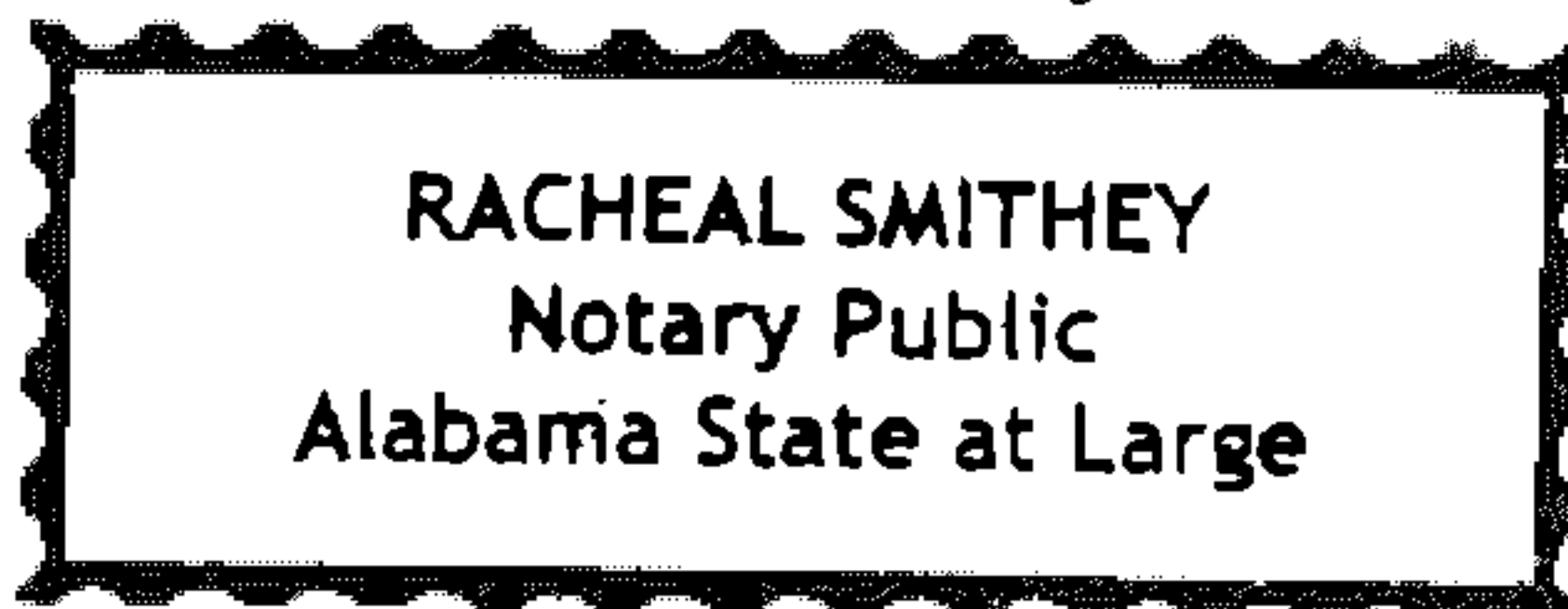
STATE OF ALABAMA)

:

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Andrew B. Moore, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 2nd day of April, 2024.



Racheal Smitley
Notary Public

[NOTARIAL SEAL]

My commission expires: January 30, 2027

**My Commission Expires
January 30, 2027**

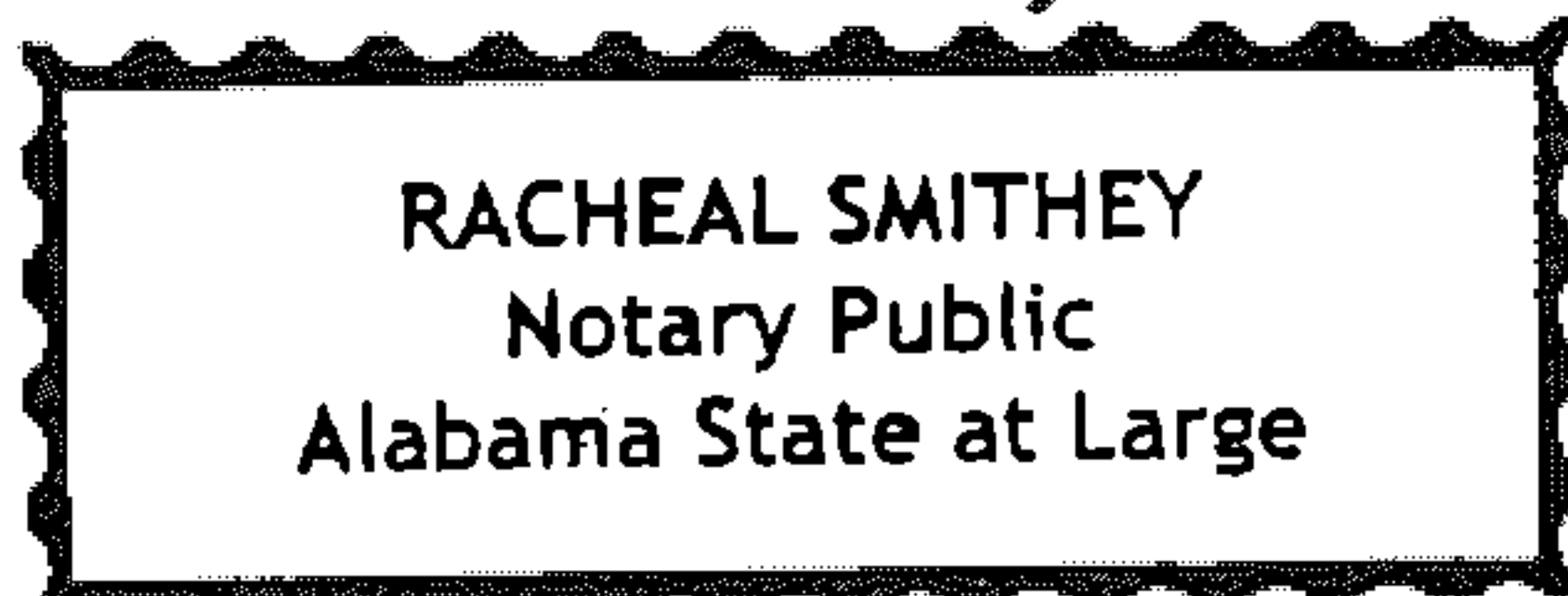
STATE OF ALABAMA)

:

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Diane M. Moore, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 2nd day of April, 2024.



Racheal Smitley
Notary Public

[NOTARIAL SEAL]

My commission expires: January 30, 2027

**My Commission Expires
January 30, 2027**

GRANTEE:

Kyle Ferman Fincher
Kyle Ferman Fincher

STATE OF ALABAMA)

SHELBY COUNTY)

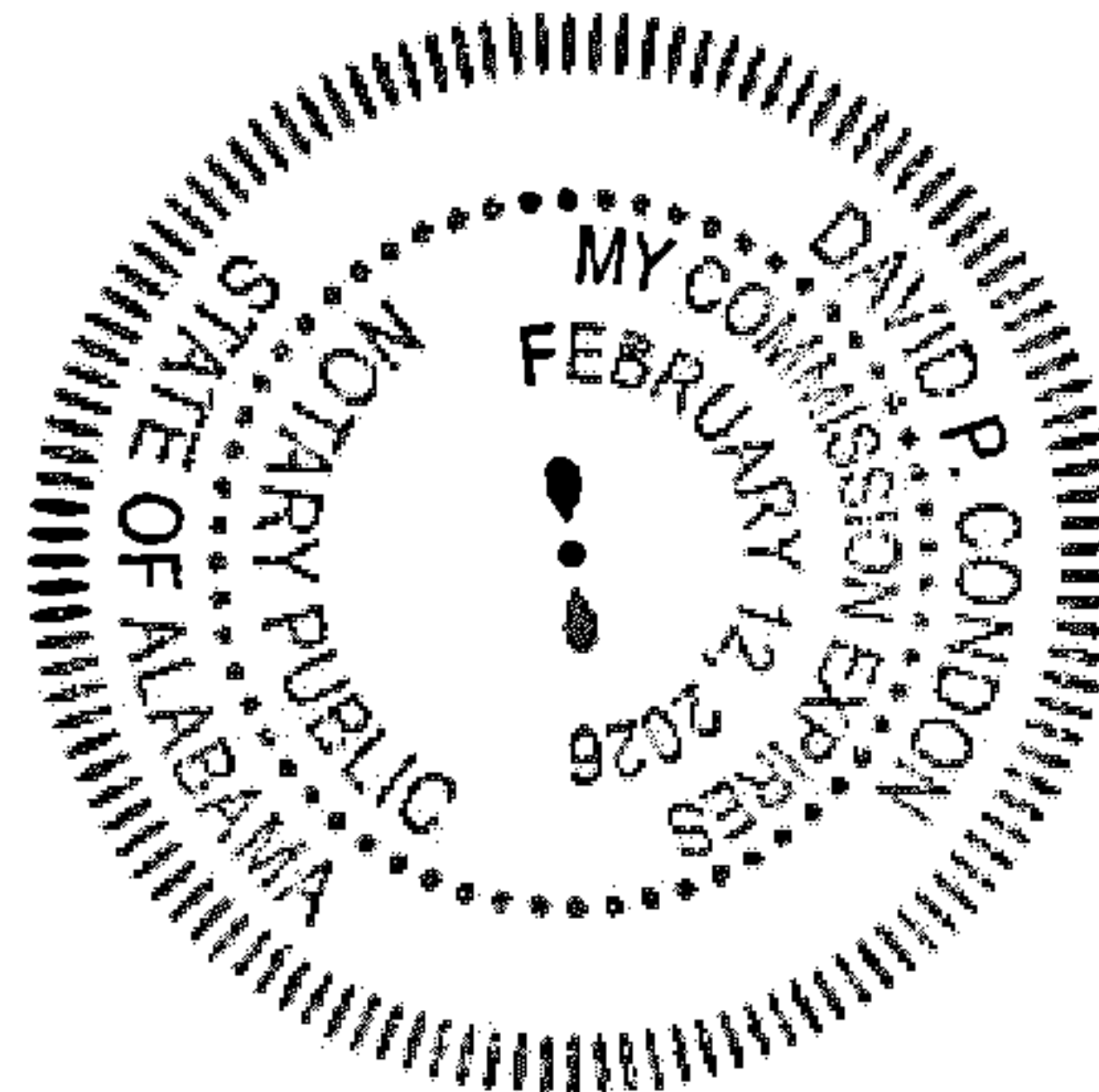
I, the undersigned, a notary public in and for said county in said state, hereby certify that Kyle Ferman Fincher, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 1 day of April, 2024.

David P. Condon
Notary Public

[NOTARIAL SEAL]

My commission expires: 2/12/26



NOTE REGARDING DATE OF SIGNING OF THIS EASEMENT

This Easement Agreement was drafted and executed by all Grantors, except Tammy Powell, after all Grantors had executed a warranty deed for the Grantor property to Tammy Powell as Grantee pursuant to a Real Estate Purchase Agreement. However, said deed was not delivered to Tammy Powell to complete the transfer of ownership as Tammy Powell required execution of this Easement Agreement as a condition precedent to completing the transfer of ownership of the Grantor Property. As Grantors and Grantees have now executed this Easement Agreement, ownership of the Grantor Property has transferred to Tammy Powell. Tammy Powell executes this Easement Agreement below also as Grantor and expressly consents to all terms of this Easement Agreement.

GRANTOR:



Tammy Powell


STATE OF ALABAMA)

:

SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Tammy Powell, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on the 4th day of April, 2024.



Notary Public: David P. Condon

[NOTARIAL SEAL]

My commission expires: 02.12.2026

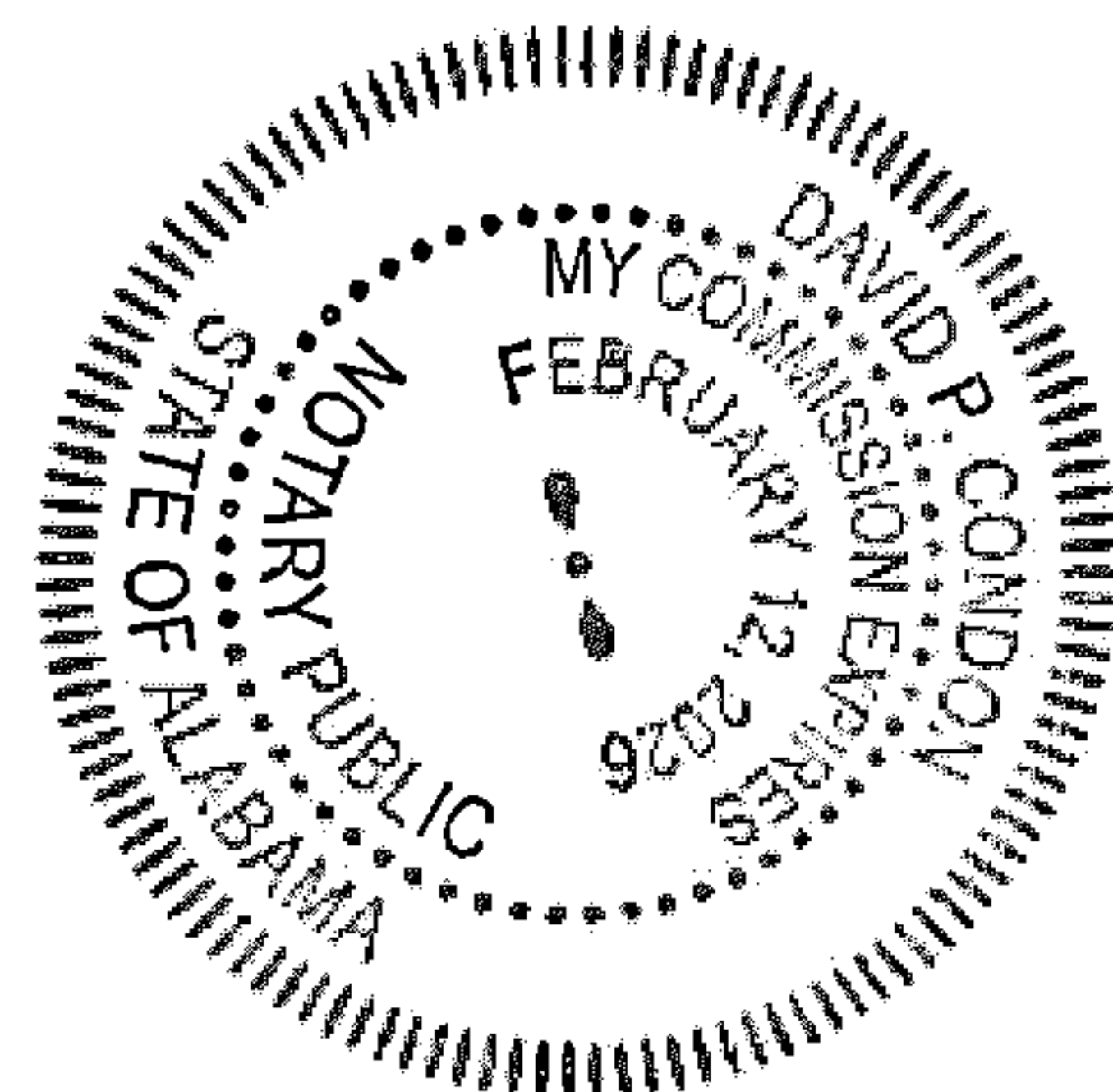


EXHIBIT A

GRANTOR PROPERTY

That certain parcel of real property located in Shelby County, Alabama and more particularly described as follows:

A part of the Southwest Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 1 West, Shelby County Alabama, more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 12, Township 20 South, Range 1 West, thence run North along the west boundary line of said 1/4-1/4 section for 374.21 feet for the Point of Beginning; thence continue along last said course for 350.17 feet, thence turn an angle of 42°05'48" right and run 98.22 feet thence turn an angle of 25°47'28" right and run 151.29 feet; thence turn an angle of 52°41'34" right and run 213.43 feet; thence turn an angle of 59°25' right and run 76.42 feet; thence turn an angle of 90°00' right and run 60.0 feet; thence turn an angle of 90°00' left and run 295.0 feet; thence turn an angle of 90°00' right and run 329.66 feet to the Point of Beginning.

EXHIBIT B

MOORE PROPERTY

Commencing at the southeast corner of the W1/2 of the SW1/4 of SW1/4, Section 12, Township 20 South, Range 1 West, the point of beginning; thence west a distance of 330.0 feet to a point; thence north a distance of 660.0 feet to a point; thence east a distance of 330.0 feet to a point; thence south a distance of 660.0 feet to the point of beginning, and containing 5.0 acres, more or less, and situated in the W1/2 of the SW1/4 of SW1/4, Section 12, Township 20 South, Range 1 West, Shelby County, Alabama.
Subject to the outstanding indebtedness to United Federal Savings and Loan Association as evidenced by that certain mortgage recorded in Mortgage Book 377, page 760, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT C

FINCHER PROPERTY

The following Described Real Estate situated in Shelby County, Alabama, to-wit:

A Parcel of Land situated in the SW 1/4 of SW 1/4 of Section 12, Township 20 South, Range 1 West, more particularly described as follows:

Commence at the Southwest; corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 20 South, Range 1 West for the Point of Beginning; thence run East along the South Line of said 1/4, 1/4 Section for 329.79 feet; thence turn 88 deg. 24 min. left and run 365.0 feet; thence turn 90 deg. 00 min. left and run 329.66 feet; to the west; boundry Line of said 1/4, 1/4 Section; thence 90 deg. 00 min. left and run South along said 1/4, 1/4 Section for 374.21 feet; to the Point of Beginning; being situated in Shelby County, Alabama.

Parcel # 15 112 0 000 011.003

LINE	HEADING	DISTANCE
L1	N 50°23'56" E	102.60'
L2	N 60°32'58" E	72.14'
L3	N 75°12'04" E	53.77'
L4	S 74°51'15" E	20.12'
L5	S 58°05'27" E	120.55'
L6	S 25°01'41" E	19.11'
L7	S 03°28'52" E	39.98'
L8	S 65°15'12" E	41.17'
L9	E 86°49'10" E	21.31'
L10	N 00°42'00" W	67.57'
L11	N 03°52'03" W	43.13'
L12	N 04°18'07" E	55.00'
L13	N 17°16'11" E	109.79'
L14	N 12°21'17" E	61.85'

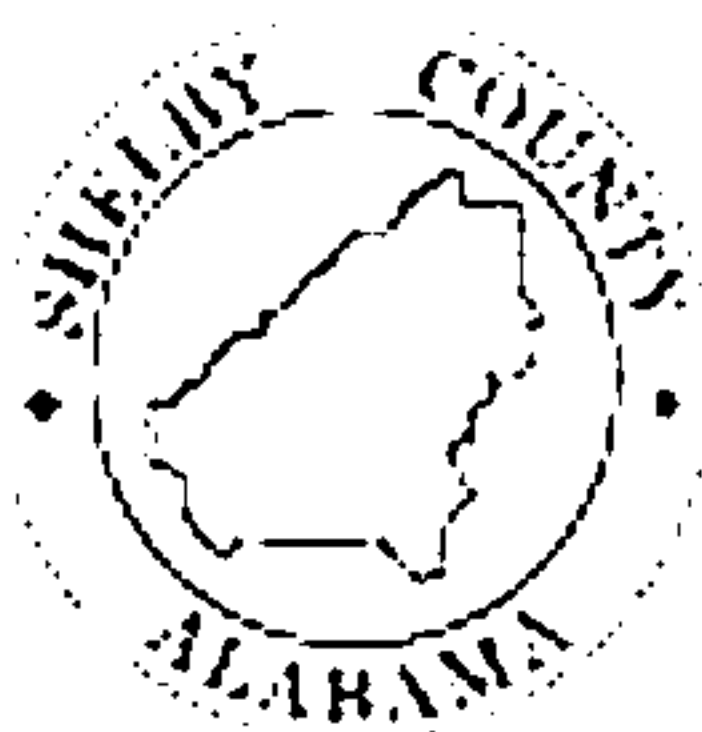
EXHIBIT D-1Legal Descriptions of Easements 1 and 2**Easement No. 1:**

A 12 FOOT WIDE PROPOSED INGRESS AND EGRESS EASEMENT BEING 6 feet in equal width on each side of the following described line: Commence at a 1" iron in place being the Southwest corner of the Southwest one-fourth of the Southwest one-fourth of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 15' 02" East along the West boundary of said quarter-quarter section for a distance of 374.81 feet; thence continue North 00° 15' 02" East along the West boundary of said quarter-quarter section for a distance of 328.63 feet to the centerline of a 12 foot wide proposed ingress and egress easement, said point also being the point of beginning of said 12 foot proposed easement. From this beginning point proceed along the centerline of said 12 foot proposed easement the following bearings and distances: North 50° 23' 56" East, 102.60; North 60° 32' 58" East, 72.14; North 75° 12' 04" East, 53.77 feet; South 74° 51' 15" East, 20.12 feet; South 59° 06' 27" East, 120.55 feet; South 25° 01' 41" West, 19.11 feet; thence South 09° 28' 52" East, 39.98 feet; South 65° 15' 12" East, 41.17 feet; South 88° 49' 10" East, 21.31 feet to the termination of said easement.

Easement No. 2:

A 12 FOOT WIDE PROPOSED INGRESS AND EGRESS EASEMENT BEING 6 feet in equal width on each side of the following described line: Commence at a 1" iron in place being the Southwest corner of the Southwest one-fourth of the Southwest one-fourth of Section 12, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 15' 02" East along the West boundary of said quarter-quarter section for a distance of 374.81 feet; thence proceed South 89° 41' 47" East for a distance of 299.87 feet to the centerline of a 12 foot wide proposed ingress and egress easement, said point also being the point of beginning of said 12 foot proposed easement. From this beginning point proceed along the centerline of said 12 foot proposed easement the following bearings and distances:

North 09° 42' 00" West, 67.57 feet; North 03° 52' 02" West, 43.13 feet; North 04° 18' 07" East, 55.0 feet; North 17° 16' 11" East, 100.79 feet; North 12° 21' 17" East, 61.85 feet; South 65° 15' 12" East, 41.17 feet; South 88° 49' 10" East, 21.31 feet to the termination of said easement



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/16/2024 10:17:44 AM
 \$69.00 JOANN
 20240416000110160

Allen S. Bayl