


STATE OF ALABAMA)
COUNTY OF COUNTY)

500.00



20141202000379310 1/9 \$38.50
Shelby Cnty Judge of Probate, AL
12/02/2014 03:36:09 PM FILED/CERT

**AMENDED AND RESTATED EASEMENT FOR
INGRESS, EGRESS, AND UTILITIES AND AGREEMENT
REGARDING RESTRICTIVE COVENANT**

THIS AMENDED AND RESTATED EASEMENT FOR INGRESS, EGRESS, AND UTILITIES AND AGREEMENT REGARDING RESTRICTIVE COVENANT (this “Easement”) is made as of this 18 day of November, 2014, by **JO RAY FARR** (the “Grantor”) in favor of **JAMES DENNEY** and **TRECIA DENNEY**, husband and wife, as joint tenants with right of survivorship (collectively, whether one or more, the “Grantee”).

This Easement amends, restates and replaces in its entirety that certain Easement for Ingress, Egress, and Utilities and Agreement Regarding Restrictive Covenant dated November 7, 2011 by and among Grantor, Larry D. Farr and Grantee and recorded with the Judge of Probate of Shelby County, Alabama as Instrument 20120110000013560, as amended by that certain First Amendment to Easement for Ingress, Egress, and Utilities and Agreement Regarding Restrictive Covenant dated October 1, 2012, by and among Grantor and Grantee and recorded with the Judge of Probate of Shelby County, Alabama as Instrument 20121001000372640 (the “Original Easement Document”).

RECITALS

A. Grantor is the owner of that certain real estate located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof (the “Grantor Property”);

B. Grantee is the owner of certain real estate located in Shelby County, Alabama, more particularly described in Exhibit B attached hereto and made a part hereof (the “Grantee Property”);

C. There currently exists a partially paved road (a portion of which is commonly referred to as “Crumpton Cemetery Road”; hereinafter the “Access Road”) located wholly (or partially in places) within that portion of the Grantor Property more particularly described on the attached Exhibit A as “Easement Area” (hereinafter the “Easement Area”). The Access Road commences at County Road 77 and continues to the Southeast Corner of the Grantee Property in the approximate locations shown on that certain drawing attached hereto as Exhibit C;

D. The Grantor Property and Grantee Property are subject to that certain Restrictive Covenant declared by Grantor and recorded with the Judge of Probate of Shelby County, Alabama as Instrument 20050208000063170 (the "Restrictive Covenant") which provides, in part, that the Grantor Property and Grantee Property may not be subdivided (by conveyance or formal subdivision process) into parcels less than twenty (20) acres (the "Acreage Requirement");

E. Grantor and Grantee desire to enter into this Easement to confirm the rights of Grantee with respect to the Access Road and Easement Area and to amend the Restrictive Covenant to reduce the Acreage Requirement applicable to the Grantee Property and that portion of the Grantor Property described on Exhibit A as "Grantor Parcel 1";

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

1. **Grant of Easement**. Grantor hereby declares, grants, bargains, sells, conveys and establishes to and for the benefit of the Grantee, Grantee's heirs, successors and assigns, and the Grantee Property a perpetual non-exclusive easement and right of way (the "Easement") for pedestrian, equestrian and vehicular ingress and egress and utilities over, across, and under the Easement Area and Access Road, together with adjacent property of no more than five feet on either side of the Access Road to the extent necessary to carry out the rights and entitlements provided herein. Grantor and/or Grantee shall each be entitled (but not obligated) to improve the Easement Area and/or Access Road at any time and from time to time by grading the same, installing ditches for drainage and/or resurfacing the Access Road; provided (i) such improvements must all be contained within the current location of the Access Road or otherwise within the Easement Area; and (ii) any and all such improvements shall be at the sole cost and expense of the party performing such improvements. Any such improvements shall be conducted and completed in a manner designed to minimize any inconvenience to the parties' mutual enjoyment of the benefits to be afforded by this Easement and the parties hereby agree to cooperate in good faith to provide reasonable alternative access in an area adjacent to the Easement Area and Access Road to the extent necessary to permit continued ingress, egress and service to and from the Grantee Property during the performance of such improvements. In the event any utilities are located within the Easement Area at the time of any such improvements, the party performing such improvements shall exercise due care in avoiding any disruption in such service and agree to immediately repair and/or replace any utility improvements damaged in connection with such improvements.

2. **Relocation Based on Development**. The Grantee hereby agrees that Grantor shall

be entitled to the one-time relocation of the Easement Area in connection with the subdivision of the Grantor Property; provided, however, (i) any such relocation shall be done at Grantor's expense and with no disruption of access and/or utilities to the Grantee Property during such relocation, (ii) any such relocated Easement Area shall provide reasonably equivalent access to and from Highway 77 and the Grantee Property in terms of time to traverse, convenience, improvement and length, and (iii) any utilities located within the Easement Area serving the Grantee shall also be moved at Grantor's expense and shall not be accompanied by a disruption in existing utility service to the Grantee Property.

3. **Restrictive Covenant.**

(a) Grantor and Grantee hereby agree that the Grantee Property shall be excluded from the Acreage Requirement; provided, however, Grantee agrees that it will not further subdivide (by either conveyance or formal subdivision process) the Grantee Property after the date hereof.

(b) Grantor and Grantee hereby agree that the Grantor Parcel 1 shall be excluded from the Acreage Requirement; provided, however, Grantor agrees that she will not further subdivide (by either conveyance or formal subdivision process) the Grantor Parcel 1 after the date hereof contrary to the recorded Restrictive Covenants, although she shall have the right to sell or convey either or both of the two separate properties in Grantor Parcel 1 to Tony D. McDonald and wife, Alisha H. McDonald, free of the restrictive covenant provisions. The said Tony D. McDonald and wife, Alisha H. McDonald, shall not have the right to sell or convey their right of first refusal to some third party. In the event the McDonalds should exercise their right of first refusal, however, and purchase or acquire the ten (10) acres adjacent to the 3.401 acre tract as shown on the Jo Farr Family Subdivision identified in Grantor Parcel 1, the McDonalds shall not have the right to sell or convey said ten (10) acres in violation of the recorded Restrictive Covenants unless they are sold together with the 3.401 acre tract.

4. **Right of Successors.** The easement created in this Agreement shall run with the land and shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Grantor hereby represents and warrants that she is the sole owner of the Grantor Property, free and clear of any encumbrances, that no third parties must consent to entering into this Agreement.

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed as of the day and year first above written.



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GRANTOR:

Jo Ray Farr
Jo Ray Farr

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Jo Ray Farr**, whose name is signed to the foregoing Agreement, 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.

Given under my hand and seal, this 19th day of November, 2014.

Kim M. Foster

Notary Public


My Commission Expires: 12-28-14

GRANTEE:

James Denney
James Denney

Trecia Denney
Trecia Denney

STATE OF ALABAMA)
COUNTY OF Shelby)


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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **James Denney**, whose name is signed to the foregoing Agreement, 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.

Given under my hand and seal, this 18th day of November, 2014.

Kimi M. Foster
Notary Public
My Commission Expires: 12-28-14

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Trecia Denney**, whose name is signed to the foregoing Agreement, 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.

Given under my hand and seal, this 18th day of November, 2014.

Kimi M. Foster
Notary Public
My Commission Expires: 12-28-14

This instrument prepared by: Damon P. Denney, Esq., Burr & Forman, LLP, 420 N. 20th Street, Suite 3400, Birmingham, Alabama 35203.

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

GRANTOR PARCEL 1

- (A) Land and easements as shown on Survey of Jo Farr Family Subdivision as recorded in Map Book 43, Page 109, in the Probate Office of Shelby County, Alabama.
- (B) 10 acres adjacent to the approximate 3.401 tract as shown on Survey of Jo Farr Family Subdivision, as recorded in Map Book 43, Page 109, in the Probate Office of Shelby County, Alabama, said property being located in the Northwest quarter of Southeast quarter, and Northeast quarter of Southwest quarter, of Section 27, Township 21 South, Range 1 East; provided said parcel is sold or conveyed to Tony D. McDonald and wife, Alisha H. McDonald, pursuant to their exclusive right of first refusal.

Together with,

EASEMENT AREA

A 30-foot wide parcel of real property described as follows:

A part of the NE 1/4 of the SW 1/4 and a part of the NW 1/4 of the SW 1/4 of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northwest corner of said NE 1/4 of the SW 1/4; thence N 89°44'09" W 889.99 feet along the 1/2 mile line to a set 1/2" capped rebar (HLS LLC, CA-954-LS) and the point of beginning; thence along said 1/2 mile line S 89°44'09" E 2058.42 feet to a 1/2" rebar and the point of ending. Said 30 foot wide parcel lying and being 30 feet right of and parallel to the above-described line.

Together with, to the extent not otherwise described above:

GRANTOR PARCEL 2

That portion of other real property owned by Grantors (being Tax Parcel 208270000026.000 and Tax Parcel 208280000019.000) over which the Easement Area and Access Road are located from Highway 77 to the Southeastern Corner of the Grantee Property.

EXHIBIT B

LEGAL DESCRIPTION OF THE GRANTEE PROPERTY

A part of the SE 1/4 of the NW 1/4, and a part of the SW 1/4 of the NE 1/4, of Section 27, Township 21 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of said SE 1/4 of the NW 1/4; thence S 89°44'09" E 622.02 feet along the 1/2 mile line to a set capped rebar (HSL LLC, CA-954-LS) and the point of beginning; thence continue along said 1/2 mile line S 89°44'09" E 231.63 feet to a 1/2" capped rebar found (S. Wheeler, PLS 16165); thence continue along said 1/2, mile line S 89°44'09" E 314.78 feet to a 1/2" rebar found; thence N 64°32'14" E 280.21 feet to a set 1/2" capped rebar (HLS LLC, CA-954 LS) on the bank of Lay Lake; thence along the meanderings of the bank of said lake the following courses: thence N 47°10'10" W 32.40 feet; thence N 27°43'44" W 31.98 feet; thence N 18°45'09" W 102.34 feet; thence N 08°06'25" W 69.61 feet; thence N 20°14'59" W 99.45 feet; thence N 32°59'44" W 70.86 feet; thence N 21°21'13" W 68.19 feet; thence N 21°49'08" E 64.88 feet; thence N 01°58'10" E 62.92 feet; thence N 16°31'56" W 182.41 feet; thence N 34°32'49" W 139.62 feet; thence N 43°16'34" W 68.61 feet; thence N 69°36'38" W 55.84 feet; thence N 81°01'27" W 64.81 feet; thence S 67°31'17" W 65.31 feet; thence S 48°25'32" W 46.27 feet; thence S 09°14'18" W 133.73 feet to a set 1/2" capped rebar; thence S 46°10'14" W 103.13 feet; thence S 80°09'50" W 64.06 feet; thence N 76°29'16" W 50.98 feet; thence N 61°13'01" W 53.03 feet; thence leaving said lake S 00°08'32" W 810.26 feet to the point of beginning. Containing 14.02 acres more or less.



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EXHIBIT C

DEPICTION OF ACCESS ROAD

Co. Rd. 97
 Champion Cemetery Rd

Grantee Property



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0	100	200	300
SCALE IN FEET			
COUNTY OF ALABAMA			
SHELBY COUNTY JUDGE OF PROBATE			
RECEIVED FOR RECORDING			
12/02/2014			

STATE OF ALABAMA
 COUNTY OF SHELBY

I, Shelby C. Hildreth, a notary public in the State of Alabama, hereby certify that all parts of this survey and plat have been completed in accordance with the laws of the State of Alabama, and that the same are correct and true to the best of my knowledge and belief.

WITNESSES my hand and the seal of my office this 2nd day of December, 2014.

Shelby C. Hildreth, Notary Public

NOTES: This plat was prepared for the purpose of recording the same in the public records of the County of Shelby, Alabama, and is subject to the provisions of the laws of the State of Alabama relating to the same.

NOTES: This plat is the property of the County of Shelby, Alabama, and is not to be used for any other purpose without the written consent of the County of Shelby, Alabama.

