

This Instrument was prepared by:

\$500-

R. Shan Paden, Attorney at Law
PADEN & PADEN, P.C.
1826 3rd Avenue N., Suite 200
Bessemer, AL 35020
205-432-0270

STATE OF ALABAMA)
COUNTY OF SHELBY)

AGREEMENT TO GRANT INGRESS/EGRESS EASEMENT


This agreement is made and entered into this the 17 day of March, 2015, by and between James Lee V, a single person, hereinafter referred to as "Lee," and Tommy R. Duncan and Kim W. Duncan, husband and wife, hereinafter referred to as "the Duncans."

WHEREAS, the Duncans own the following described real estate situated in Shelby County, Alabama, free and clear of all liens, encumbrances, restrictions, and right-of-ways of record, to-wit:

Lot 18, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, page 11, in the Probate Office of Shelby County, Alabama.

Also, a part of the Northerly portion of Lot 19, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, pages 32 and 33, in the Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Volume 17, page 64, Birmingham Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Shelby County, Alabama, in office of the Judge of Probate in Map Book 3, page 11, and being more particularly described as follows: Commence at the Northwest corner of the above described Lot 19, said corner being the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence Southwardly along the West line of said Lot for a distance of 50.0 feet to the point of beginning; thence continue Southwardly for a distance of 311.86 feet to a crimped iron found; thence turn an angle to the left of 89 degrees 53 minutes 19 seconds for a distance of 15.98 feet; thence turn an angle to the right of 79 degrees 40 minutes 11 seconds for a distance of 120.67 feet to a crimped iron found; thence turn an angle to the left 35 degrees 12 minutes 32 seconds for a distance of 58.27 feet to a crimped iron found; thence turn an angle to the left of 20 degrees 49 minutes 27 seconds for a distance of 126.84 feet to a crimped iron found; thence turn an angle to the left of 89 degrees 59 minutes 37 seconds for a distance of 7.62 feet to a crimped iron found; thence turn an angle to the right of 79 degrees 29 minutes 02 seconds for a distance of 52.87 feet to a crimped iron found, said point being located on the East line of said Lot 19; thence turn an angle to the left of 103 degrees 10 minutes 44 seconds and run Northwardly along said east line for a distance of 524.83 feet to a point located 50.0 feet South of the Northeast

Shelby County, AL 03/27/2015
State of Alabama
Deed Tax: \$.50


20150327000096290 1/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT

corner of said Lot 19; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 249.90 feet to the point of beginning.

Also, a part of the Northerly portion of Lot 19, according to the Survey of Cahaba River Estates, as recorded in Map Book 3, pages 32 and 33, in the Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Volume 17, page 64, Birmingham Office of the Judge of Probate of Jefferson County, Alabama, and also recorded in Shelby County, Alabama, in Office of the Judge of Probate in Map Book 3, page 11, and being more particularly described as follows: Begin at the Northwest corner of the above described Lot 19, said corner being the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence Southwardly along the West line of said Lot for a distance of 50.0 feet; thence turn an angle to the left of 89 degrees 20 minutes 24 seconds for a distance of 249.90 feet; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 50.0 feet to the Northeast corner of said Lot 19; thence turn an angle to the left of 89 degrees 23 minutes 59 seconds for a distance of 249.95 feet to the point of beginning.

and

WHEREAS, Lee owns the following described real estate situated in Shelby County, Alabama, subject to a mortgage in favor of Regions Bank, but otherwise free and clear of all encumbrances, restrictions and right-of-ways of record, to-wit:

Lot 17, according to the map and survey of Cahaba River Estates, a map of which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 17, Page 64. Said Map and Survey of Cahaba River Estates is also recorded in the Bessemer Division of the Office of the Probate Judge of Jefferson County, Alabama, in Map Book 3, Pages 32 and 33, and is also recorded in the Office of the Probate Judge of Shelby County, Alabama, in Map Book 3, Page 11.

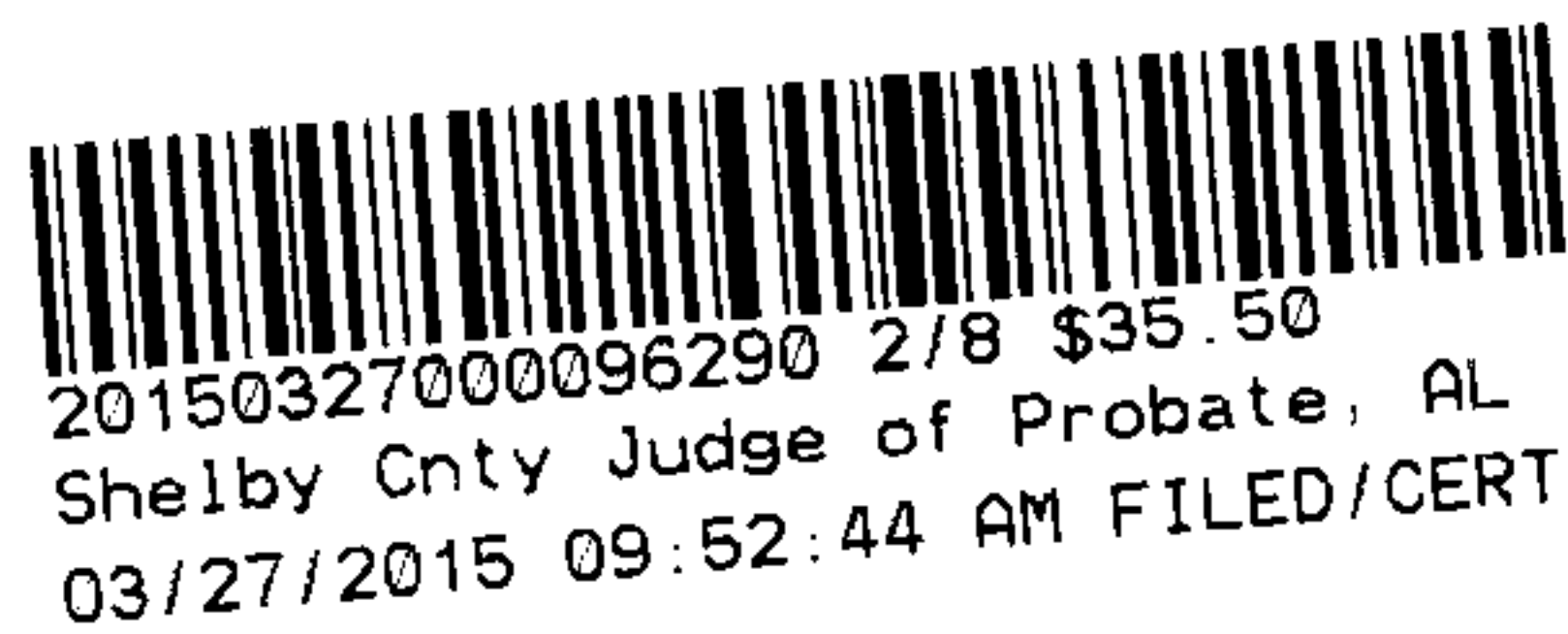
and

WHEREAS, the Duncans' eastern property boundary adjoins Lee's western property boundary, and

and

WHEREAS, the Duncans have constructed a driveway for Lee on his real property and in exchange Lee has agreed to grant the Duncans a permanent means of ingress and egress, easement, and right-of-way, over, on, under, upon, and across Lee's real property as hereinafter shown on the attached survey prepared by Karl Hager attached hereto as Exhibit "A" and said easement being legally described as follows, to-wit:

Commence at the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West; thence run eastwardly along the north line thereof for a distance of 249.95'; thence turn an angle to the left of 51°27'20" for a distance of 247.85'; thence turn an angle to the



right of 33°57'31" for a distance of 50.0' to the point of beginning of a 50.0' wide exclusive access and utility easement, said easement lying to the east of the following described course; thence turn 180°00'00" for a distance of 472.86' to the southerly right of way of Cahaba River Estates Road and the end of said easement.

NOW, THEREFORE, in consideration of Duncan constructing a gravel driveway for Lee on Lee's property and the covenants and promises herein set forth and other good and valuable consideration, Lee does hereby grant unto the Duncans, their heirs and assigns, a non-exclusive permanent means of ingress and egress, easement, and right-of-way, over, on, under, upon, and across the hereinafter described lands of Lee situated in Shelby County, Alabama; and the right and privilege to construct, erect, install, operate and maintain said easement, on, upon, along, over, under, through and across the hereinafter described real property;


The right, privilege, and easement to cut, trim, and remove any brush, tree, or other obstructions upon the hereinafter described real property, together with the right of ingress and egress to and from, over and above the hereinafter described real property, for the purpose of keeping the same clear of all trees, timber, brush undergrowth or any other objectionable obstructions;

Said right-of-way and easement being situated in Shelby County, Alabama and is more particularly described as follows, to-wit:

A 50.00 foot non-exclusive easement for the enjoyment of property located in Section 26, Township 19 South, Range 3 West:

Commence at the NW corner of the NE ¼ of the SW ¼ of Section 26, Township 19 South, Range 3 West; thence run eastwardly along the north line thereof for a distance of 249.95'; thence turn an angle to the left of 51°27'20" for a distance of 247.85'; thence turn an angle to the right of 33°57'31" for a distance of 50.0' to the point of beginning of a 50.0' wide exclusive access and utility easement, said easement lying to the east of the following described course; thence turn 180°00'00" for a distance of 472.86' to the southerly right of way of Cahaba River Estates Road and the end of said easement.

It is understood that said easement or right of way is so given upon the express understanding and condition that the same may be used in conjunction with the use of Lee, his heirs, assigns and tenants; also that Lee, his heirs, assigns and tenants will be in no way bound to construct the easement or to keep the same in repair; nor does Lee, his heirs or assigns, assume any liability or responsibility to the Duncans, their agents, employees, successors, assigns, or any person using said easement by invitation expressed or implied, or otherwise; provided, however, that Lee, his successors, heirs and assigns, tenants or invitees shall not park motor vehicles within the easement or otherwise obstruct or interfere with the use of the easement by the Duncans, their successors, heirs and assigns, tenants or invitees.


20150327000096290 3/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT

This agreement shall constitute a covenant running with the lands and shall inure to the benefit of the assigns, heirs and grantees or successors of the undersigned and to all future owners of said real property.

It is understood that said easement on Lee's real property is subject a Mortgage held by Regions Bank recorded in Instrument No. _____ on _____ in the Probate Office of _____ County, Alabama. The Duncans and Lee agree to cause any lender possessing a mortgage on any property that is subject to the easement at the time of execution and recording of this Agreement to execute the Joinder attached hereto as Exhibit "B" solely to evidence their consent to the terms and provisions of this Agreement and also to evidence their consent that the terms and provisions of this Agreement shall survive and continue upon and after any foreclosure of their mortgage on property or the acquisition of title to property by such lender or another third party.

TO HAVE AND TO HOLD the same unto the said Duncans, their heirs and assigns for the uses and purposes for which said real property is granted.

In Witness Whereof, the said Lee and Duncans have hereunto set their hands and seals on this the 17 day of March, 2015.


James Lee, V

STATE OF ALABAMA)
COUNTY OF _____)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James Lee, V, a single person, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

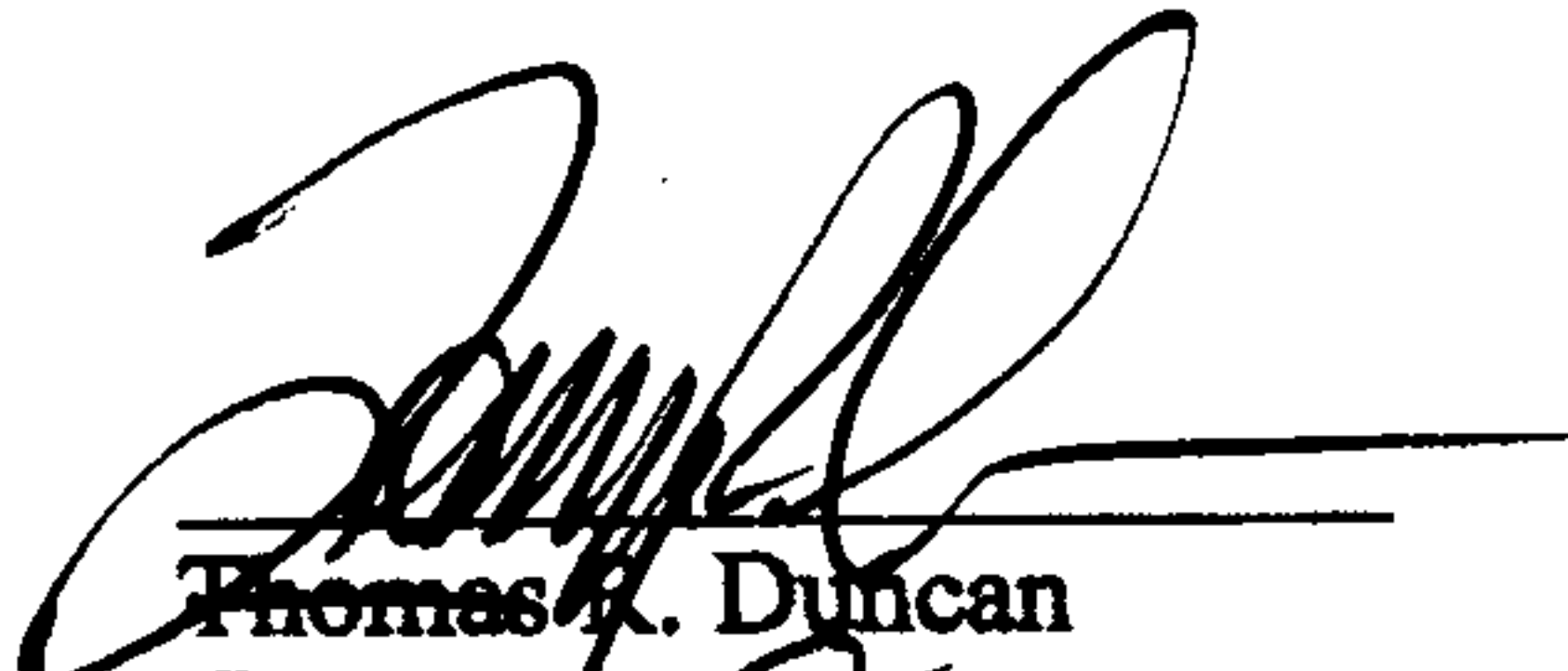
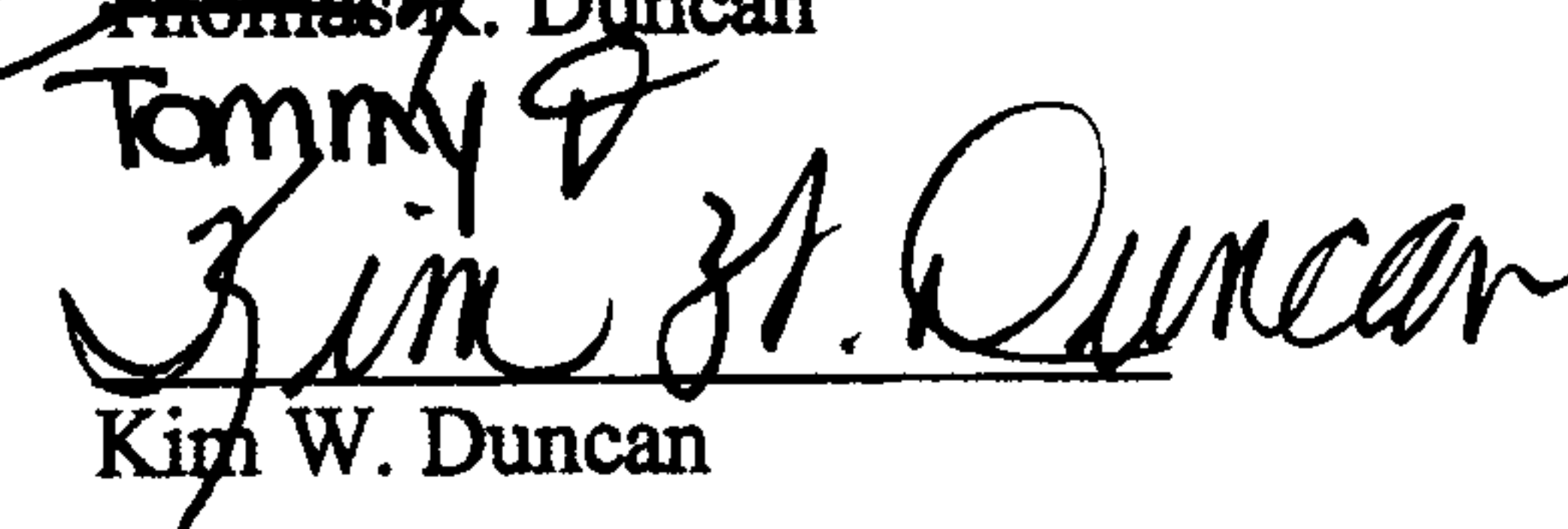
Given under my hand and seal of office this 17 day of March, 2015.


Notary Public

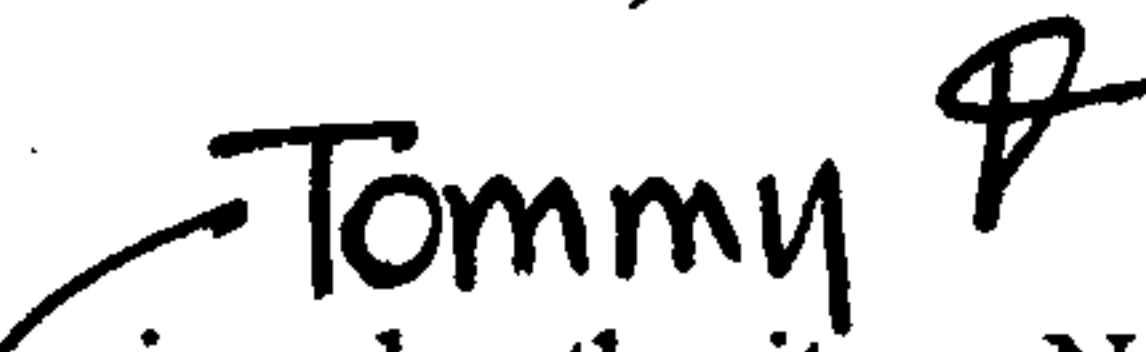
My commission expires: Dec 11/15

MY COMMISSION EXPIRES DECEMBER 11, 2016


20150327000096290 4/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT


Thomas R. Duncan

Kim W. Duncan

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

 Tommy
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ~~Thomas R. Duncan~~ and spouse, Kim W. Duncan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 17 day of March, 2015.


Notary Public

My commission expires: Dec 11/16

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

MY COMMISSION EXPIRES DECEMBER 11 2016

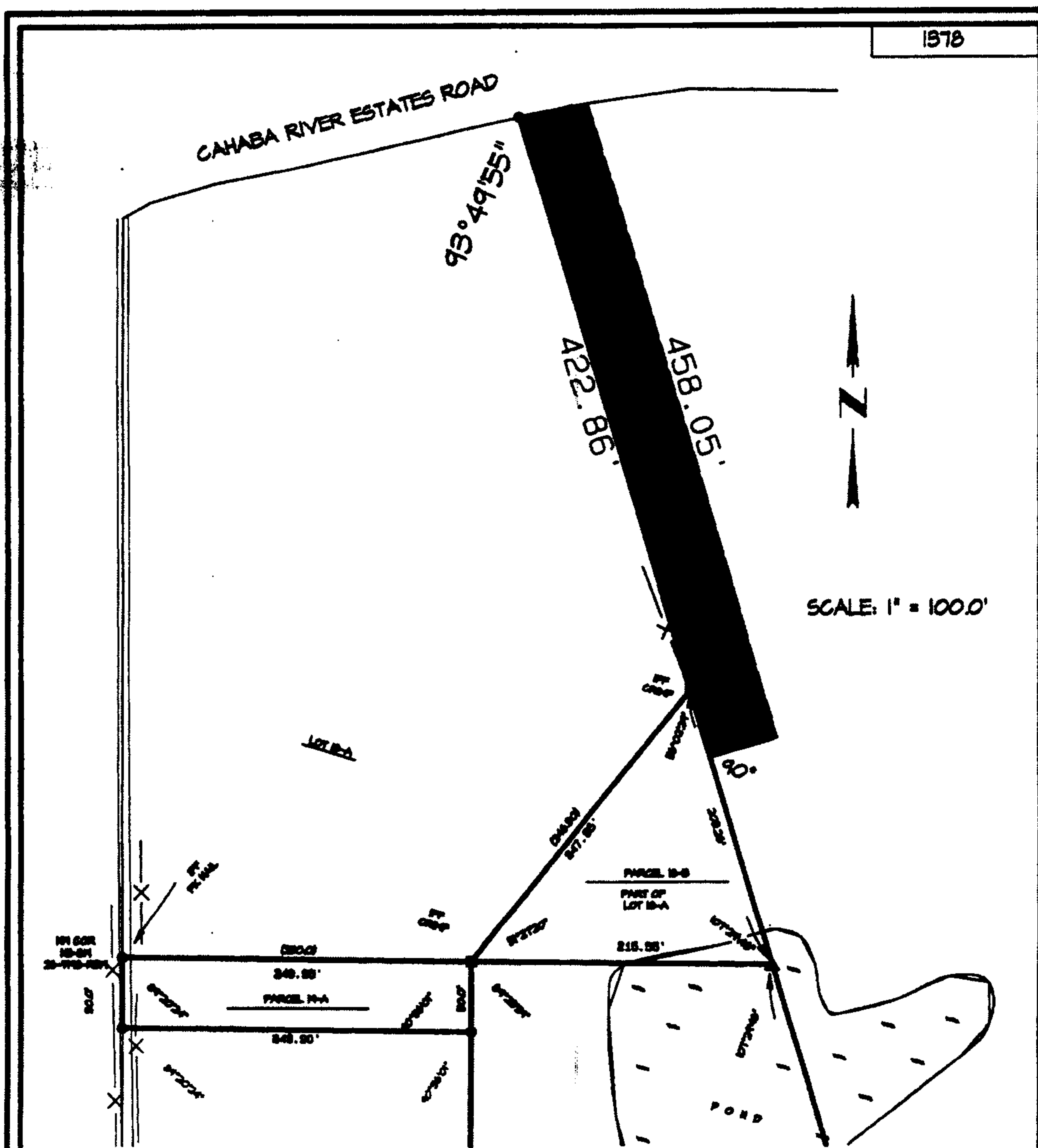


20150327000096290 5/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT

Exhibit "A"



20150327000096290 6/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT



COMMENCE AT THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE RUN EASTWARDLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 249.95'; THENCE TURN AN ANGLE TO THE LEFT OF 51°27'20" FOR A DISTANCE OF 247.85'; THENCE TURN AN ANGLE TO THE RIGHT OF 88°57'51" FOR A DISTANCE OF 50.0' TO THE POINT OF BEGINNING OF A 50.0' WIDE EXCLUSIVE ACCESS AND UTILITY EASEMENT, SAID EASEMENT LYING TO THE EAST OF THE FOLLOWING DESCRIBED COURSE; THENCE TURN 180°00'00" FOR A DISTANCE OF 472.86' TO THE SOUTHERLY RIGHT OF WAY OF CAHABA RIVER ESTATES ROAD AND THE END OF SAID EASEMENT.

FOR THE ABOVE DESCRIBED PROPERTY, I, KARL HAGER, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SOURCE OF TITLE: KARL HAGER SURVEY

DATE: 12-24-14

TYPE OF SURVEY
EASEMENT DRAWING

HAGER COMPANY, INC.
1825-D 12TH AVE
BESSEMER, AL 35020
(205) 424-4235
FAX: 425-6310

C/L = CENTERLINE
IPS = 5/8" REBAR WITH CAP
IPF = IRON PIN FOUND
CALC. = CALCULATED
MEAS. = MEASURED
ROM = RIGHT OF WAY
CONC. = CONCRETE
PP = POWER POLE
FC = FENCE POST/CORNER
NTL = METAL
BM = BENCH MARK FOUND
TBM = BENCH MARK SET
ANC = POWER POLE ANCHOR

N = NORTH
S = SOUTH
W = WEST
E = EAST
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
• = #5 rebar set
B = POINT EXISTING
X = POINT CALC
Δ = POINT NOT SET
—X— = FENCE LINE
--- = EASEMENT LINE
—E— = OVER HEAD POWER/TELE

KARL HAGER, PLS.

EXHIBIT "B"

Joinder and Consent of Mortgagee

Regions Bank (hereinafter referred to as "Mortgagee" or "Regions"), being the owner and holder of that certain Mortgage executed by James Lee V, a single person (hereinafter referred to as "Lee"), in favor of Regions recorded in Instrument No. _____ on _____ in the Probate Office of _____ County, Alabama (the "Mortgage"), does hereby join in and consent to the Agreement to Grant Ingress/Egress Easement (the "Agreement") dated _____ by and between Lee and Tommy R. Duncan and Kim W. Duncan, husband and wife (hereinafter referred to as "the Duncans") to which Joinder and Consent of Mortgagee is attached, and in connection therewith, Regions hereby agrees that:


(1) in the event that any proceedings are brought by Regions, its nominees, successors or assigns (collectively, the "Secured Party") in connection with or arising out of the Mortgage, including, but not limited to, any foreclosure or other action to enforce payment of any amounts due to Regions as secured by the Mortgage or any part thereof, Regions agrees that the Secured Party shall not join the Duncans as a party to any such action or proceedings and the Secured Party will not foreclose, terminate or alter the Agreement or any provision thereof in connection therewith; and

(2) in the event Regions, its nominees, successors or assigns or any other party (collectively, the "Secured Owner") acquires title to or right of possession of all or any portion of the property described in and the subject of the Agreement pursuant to or in connection with the Mortgage, including, but not limited to, through foreclosure, deed in lieu of foreclosure or otherwise, the Agreement and all of its terms, provisions, covenants and conditions shall remain in full force and effect, and each of the parties of the Agreement shall continue to have the benefit of all rights and be burdened by all obligations provided in the Agreement, it being expressly agreed that all the terms, provisions, covenants and conditions of the Agreement shall survive and continue in full force and effect upon and after any foreclosure or other acquisition of title to Lee's real property (as described in the Agreement) by Regions, its nominees, successors, assigns or any other party.

IN WITNESS WHEREOF, Region has executed this Joinder and Consent of Mortgagee on this the 10th day of March, 2015.

Regions Bank


BY: MARIANNE GARNER LEE
ITS: Vice President


20150327000096290 7/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT

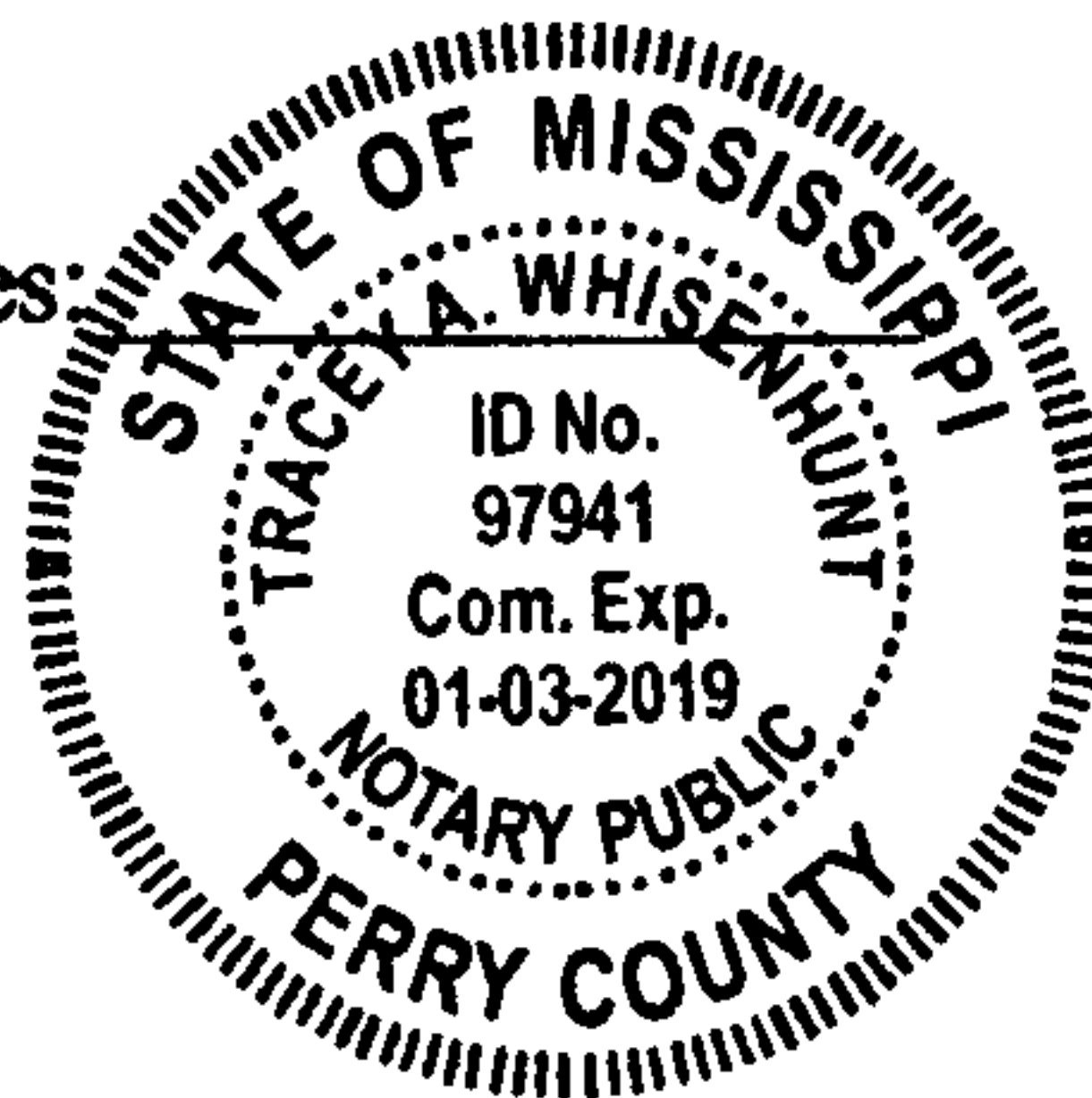
Mississippi
STATE OF ALABAMA)
COUNTY OF JEFFERSON)
Forrest

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Regions Bank though Marianne Garner Lee, VP, whose name is signed to the Joinder and Consent of Mortgagee, and who is known to me, acknowledged before me on this date that, being informed of the contents of the Joinder and Consent of Mortgagee, he/she in his/her capacity as VP and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal of office this 10th day of March, 2015.

Tracey A. Whisenhunt
Notary Public

My commission expires:



20150327000096290 8/8 \$35.50
Shelby Cnty Judge of Probate, AL
03/27/2015 09:52:44 AM FILED/CERT