

High Hampton Homeowners Association
PO Box 127
Pelham, AL 35124

**EASEMENT DEED and
Ingress and Egress Easement**

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ten dollars and 00/100 (\$10.00) cash in hand paid by High Hampton Homeowners Association (the "Grantee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned E G Darnell, a married man and Denise Darnell, a married Woman, (the "Grantor"), hereby agrees as follows:

1. Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a perpetual Easement and easement upon, over, through, and under the real property more particularly described as the "EASEMENT AREA" attached hereto and depicted on the map on the second page of Exhibit A for the purpose of Accessing the adjacent property owned by the GRANTEE as may from time to time be deemed necessary or desirable by the GRANTEE, including without limitation unlimited access to and from the GRANTEE Property across existing drives, parking and pavement as GRANTEE Deems Reasonable.

2. The term of the Easement and easement upon, over, through, and under the Easement Area granted by Paragraph 1(a) hereof and the covenants herein that are related thereto shall run with the Grantor's Land and shall continue in perpetuity.


3. Grantor further agrees that the GRANTEE shall have the right and privilege of a perpetual use of the Easement Area for the public purpose described in Paragraph 1(a) above, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from Easement Area and the right, and the obligation, to cut and keep clear all trees, grass, bushes, shrubs, undergrowth, and other obstructions in and upon the Easement Area and the Grantor's Land adjacent to the Easement Area as and when the GRANTEE deems it reasonably necessary for the avoidance of danger in and about the Easement Area.

4. Without the express written consent of the GRANTEE, Grantor shall not (i) dig or excavate within the Easement Area, (ii) construct or place any buildings or other improvements, any obstruction, spoil, fill dirt or material; or (iii) plant or permit to exist any trees, shrubs, bushes, or other plants in, on, or across the Easement Area other than ground cover such as grass. Grantor may by way of amending this agreement, give an alternate reasonable access to the GRANTEE in the event conditions of the property change; any changes must be approved by the GRANTEE and must provide for the reasonable access to the GRANTEE property as agreed upon by the parties.

6. Grantor hereby covenants with, and represents and warrants to, the GRANTEE that Grantor is seized in fee simple of the Easement Area and has a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the Easement Area from and against the lawful claims of all persons whomsoever.

7. The deed shall inure to the benefit of and be binding upon the Grantor and the heirs, successors and assigns of the Grantor.

Shelby County, AL 11/19/2015
State of Alabama
Deed Tax: \$.50


20151119000400270 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
11/19/2015 01:04:55 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the
26 day of October, 2015.

GRANTOR:

E G Darnell

E G Darnell

Owner

Denise Darnell

Denise Darnell

Owner

GRANTEE:

Art Dumais

Art Dumais - High Hampton Homeowners Association -
President

State of Alabama

Shelby County

I, the undersigned authority, in and for said County, in said State, hereby certify
that E.G. Darnell and Denise Darnell, whose name as Grantor and Art Dumais, whose name as
Grantee, 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 the conveyance, executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of October, 2015

Alecia Melvin

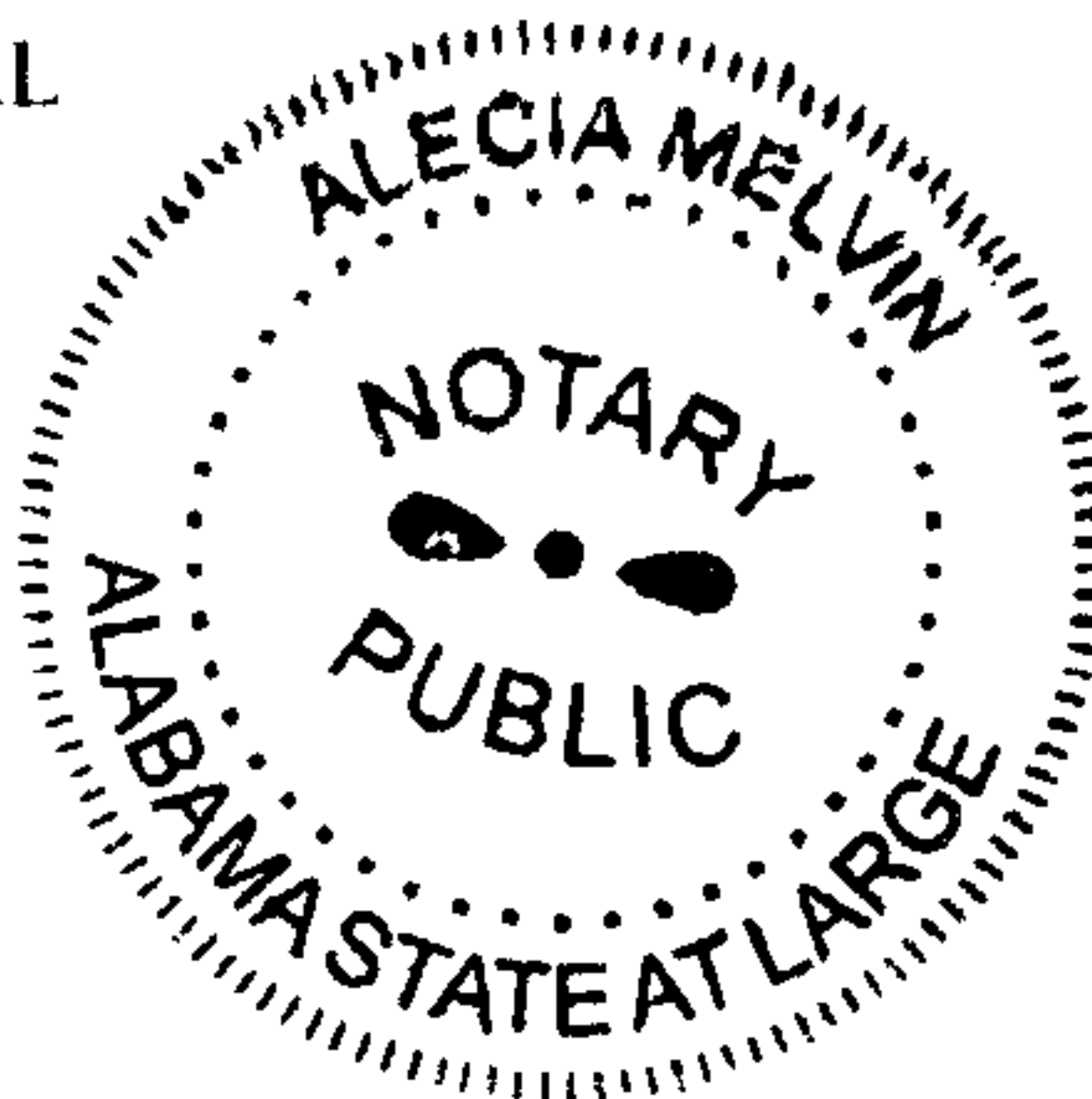
Notary Public

Print

Name: Alecia Melvin

My commission expires 04/15/2017

AFFIX NOTARIAL SEAL



20151119000400270 2/4 \$23.50
Shelby Cnty Judge of Probate, AL
11/19/2015 01:04:55 PM FILED/CERT

EXHIBIT "A"

Grantor's Land.

Lot 45 according to the Final Plat of High Hampton – Sector 2, as recorded in Map Book 22, page 07 in the Probate Office of Shelby County, Alabama.

Easement Area:

Commence at the NW Corner of Lot 45, according to the Final Plat of High Hampton – Sector 2, as recorded in Map Book 22, page 07 in the Probate Office of Shelby County, Alabama; thence N 55°45'36 E along the Northern line of Lot 45 for a distance of 85.60 feet to the Point of beginning; Thence Continue N 55°45'36 E along the Northern line of Lot 45 for a distance of 34.27 feet to a point on the Right of Way for Hampton Lake Drive said point being on a curve to the right with a radius of 137.91', with a chord bearing of S 52°41'56" E, and with a chord length of 25.87'; thence along Said right of way and along said curve 25.90'; thence S 55°30'26" W a distance of 42.35'; thence N 34°29'34" W a distance of 25.00' to the Point of Beginning.

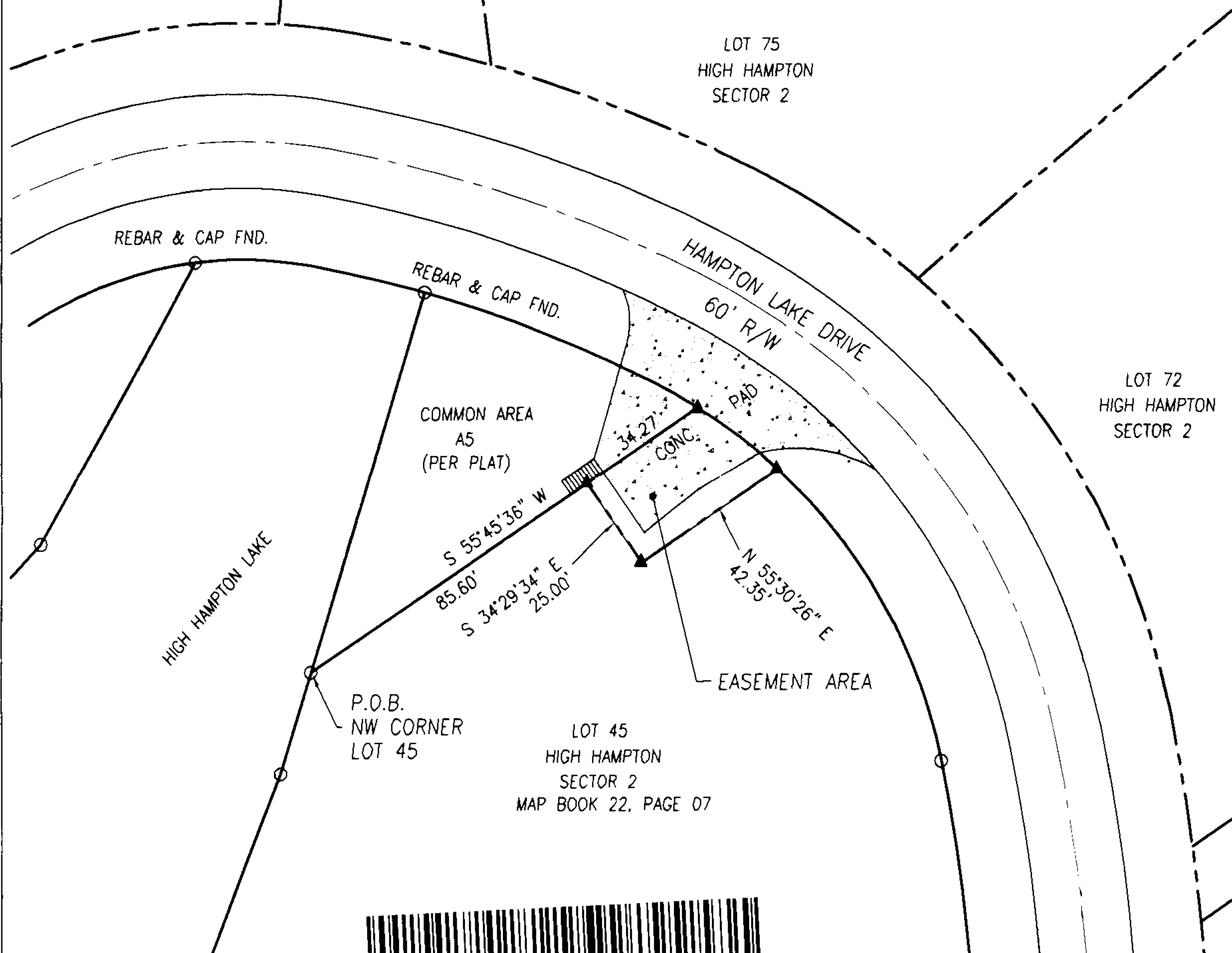


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HCI JOB NO.
K15.028



SCALE: 1"=40'



20151119000400270 4/4 \$23.50
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For the aboved described property, I, Karl Hager, hereby state that all parts of this survey and drawing have been completed in accordance with the current standards for the practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

SOURCE OF TITLE: Record Map

RELEASE DATE: 9/1/15

TYPE:
EASEMENT

HCI

HAGER COMPANY, INC.
1825-D 12TH AVENUE
BESSEMER, AL 35020
PHONE: 205.424.4235
FAX: 205.425.6310

C/L-CENTERLINE
IPS-5/8"REBAR W/ CAP
IPF-IRON PIN FOUND
CALC-CALCULATED
(-)-DEED DIMENSION
ROW-RIGHT OF WAY
CONC-CONCRETE
PP-POWER POLE
FC-FENCE CORNER
MTL-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
●-POINT SET
○-POINT FOUND
⊠-POINT CALC.
△-POINT NOT SET
-X-X-X- FENCE LINE
- - - - - EASEMENT LINE
- E - - - OVERHEAD POWER/TEL
MH - Manhole

