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EASEMENT AGREEMENT FOR INGRESS AND EGRESS AND UTILITIES

STATE OF ALABAMA COUNTY OF SHELBY

THIS EASEMENT AGREEMENT made this 18th day of August, 2016, by and between Drew G. Moore and Teresa F. Moore, and Karen Mitchell.

WITNESSETH, WHEREAS, the undersigned, Drew G. Moore and Teresa F. Moore, husband and wife, desires to convey to Karen Mitchell, her successors and/or assigns, an easement for ingress and egress and utilities over and across the property.

NOW THEREFORE, in consideration of Ten and no/100's Dollars (\$10.00) and other good and valuable consideration to Drew G. Moore and Teresa F. Moore in hand paid by Karen Mitchell, the receipt and sufficiency of which is acknowledged, the undersigned Drew G. Moore and Teresa F. Moore do grant, bargain, sell and convey unto the said Karen Mitchell, her successors and/or assigns, a permanent non-exclusive easement for ingress and egress and utilities as follows:

A 20' ingress/egress and utility easement, lying 10' either side of and parallel to the following described centerline:

Commence at the SW corner of the NW ¼ of the NE ¼ of Section 13, Township 20 South, Range 2 West, Shelby County, Alabama; thence N00°01'19" E, a distance of 965.28'; thence N40°51'16"W, a distance of 475.29' to the Southeasterly R.O.W. of Shelby County Highway 336; thence N42°42'10"E and along said R.O.W. line, a distance of 10.00' to the POINT OF BEGINNING OF SAID CENTERLINE; thence S40°51'16"E AND leaving said R.O.W. line, a distance of 471.86'; thence N48°42'30" E, a distance of 39.67'; thence N04°51'39" E, a distance of 137.53'; thence N48°08'41"E, a distance of 239.04' to the POINT OF ENDING OF SAID CENTERLINE.

This is the same ingress/egress and utility easement as described by that survey dated April 6, 2016 by Rodney Shiflett of Rodney Shiflett Surveying.

TO HAVE AND TO HOLD to the said Karen Mitchell, her successors and/or assigns forever.



20160912000330870 1/2 \$18.50 Shelby Cnty Judge of Probate, AL 09/12/2016 02:03:20 PM FILED/CERT Shelby County, AL 09/12/2016 State of Alabama Deed Tax:\$.50 THE EASEMENT, along with all rights and privileges herein granted shall be perpetual. Grantors hereby warrant and defend the above-described right-of-way easement and rights unto Grantee, it successors and assigns, against every person lawfully claiming or to claim the same or any part thereof. This instrument shall run with the lands set forth herein and shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and the lands set forth herein

IN WITNESS WHEREOF, the said grantors have set their signatures and seal this the 18th day of August, 2016.

GRANTOR:

Drew G. Moore

Teresa F. Moore

STATE OF ALABAMA COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said State and County, do hereby certify that Drew G. Moore and Teresa F. Moore, whose names are each signed to the above and foregoing conveyance, and who are each known to me, acknowledged before me on this day that, being informed of the contents of this instrument, Drew G. Moore and Teresa F. Moore executed the same voluntarily with full authority, on the day the same bears date.

IN WITNESS WHEREOF, the said Grantors have hereunto set Grantors' hands and seals on this day of August 18, 2016.

, Notary Public

My Commission Expires: <u>Lelaslaca</u>o

23/2020

[Affix Seal Here]

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