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STATE OF ALABAMA)

COUNTY OF SHELBY)



20171219000451880 1/4 \$24.50
Shelby Cnty Judge of Probate, AL
12/19/2017 12:51:09 PM FILED/CERT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into on this the 1 day of December, 2017 by and between **Robert Wayne Stough and Diane Stough**, a married couple ("Grantors"), and **Sharp Revocable Trust**, dated August 11, 2006, ("Grantees").

Recitals:

WHEREAS, Grantors are the owners of that certain real property located in Shelby County, Alabama described and depicted on Exhibit A attached hereto (the "Grantors Property");

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

1. **Recitals.** All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

2. **Grant of Easement.** Grantors do hereby grant, bargain, sell and convey to Grantees, their successors and assigns, a permanent, perpetual non-exclusive easement and right-of-way over, across, through and upon the Easement Property for purposes of (i) providing vehicular and pedestrian ingress and egress to and from the Grantees Property and Shelby County Highway 441 and (ii) installing, using, operating, maintaining, repairing, and replacing electrical, gas, water, sewer and other utilities (the "Easement").

3. **Nature of Easement and Rights and Reservations**

a) The Easement granted by Grantors to Grantees pursuant to Paragraph 2 above (i) shall be appurtenant to and shall serve and benefit the Grantees Property, (ii) shall be and is a covenant running with the land binding upon and inuring to the benefit of Grantors and Grantees, their respective beneficiaries, heirs, legal representatives, successors and assigns and any future owners of said real property and (iii) shall be used in common by Grantees and Grantors.

b) Grantors retain and reserve a non-exclusive ingress and egress easement and right-of-way, and other retained rights not inconsistent with the Easement, over, across, through and upon the Easement Property.



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4. Public Rights. This instrument is not intended to and does not dedicate any portion of the Easement to the general public or create any rights in favor of the general public.

5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.


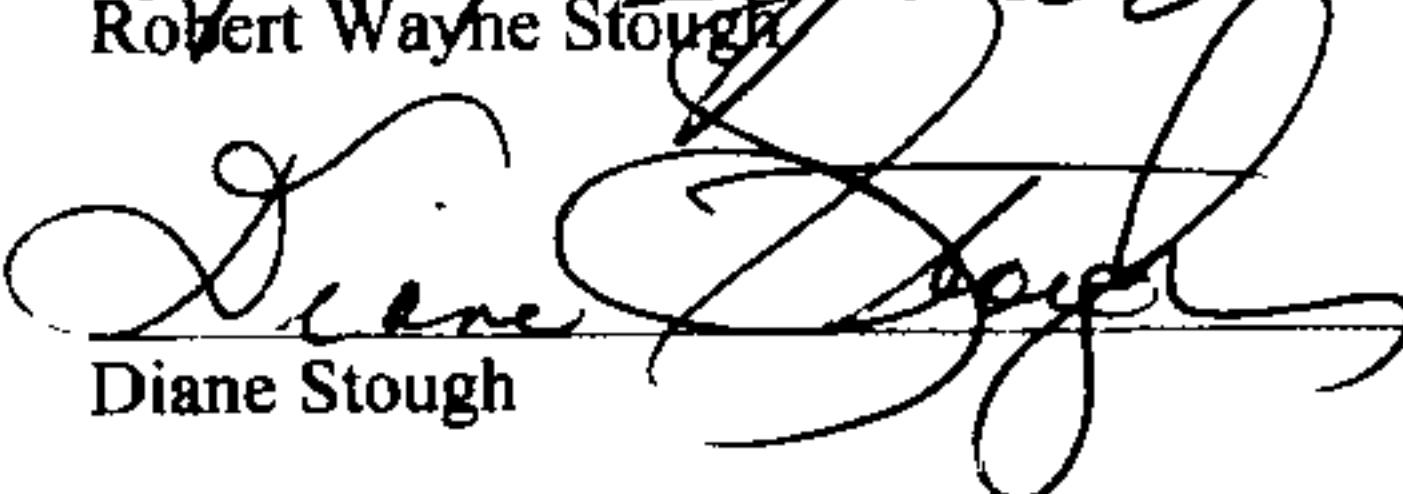
6. Applicable Law. This Agreement shall be governed according to the laws of the State of Alabama.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements or undertakings of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Grantors and Grantees have caused this Agreement to be executed by and through their respective duly authorized representatives as of the day and year first written above.

GRANTORS:

ROBERT WAYNE STOUGH AND DIANE STOUGH


Robert Wayne Stough

Diane Stough

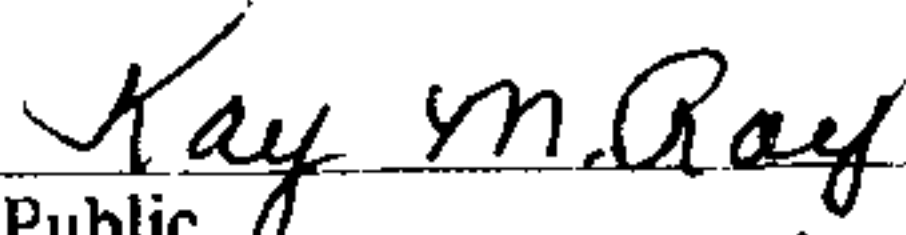
Shelby County, AL 12/19/2017
State of Alabama
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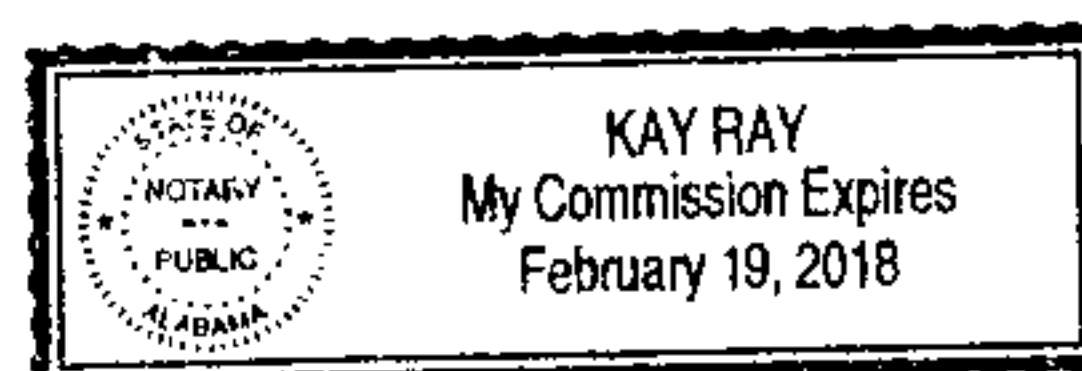
STATE OF ALABAMA)
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Wayne Stough, 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 the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal on this the 1st day of December, 2017.

{SEAL}


Notary Public
My Commission Expires: 02/19/2018



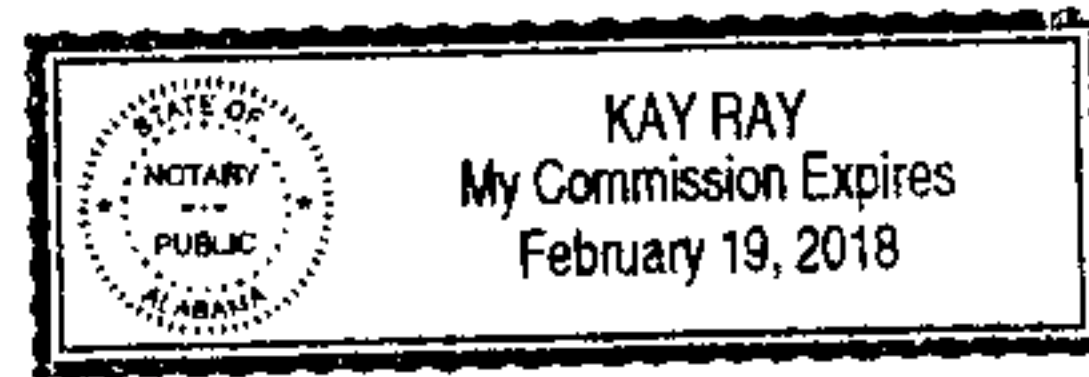
STATE OF ALABAMA)
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Diane Stough, 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 the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official, notarial seal on this the 1st day of December, 2017.

{SEAL}

Kay M. Ray
Notary Public
My Commission Expires: 02/19/2018



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EXHIBIT A
Description of Easement Property

A 50' Easement, as shown on a Resurvey of T & R Family Subdivision, recorded in Map Book 25, Page 106, in the Office of the Judge of Probate of Shelby County, Alabama and being more particularly described as follows:

BEGIN at the NE Corner of the SE 1/4 of the NE 1/4 of Section 19, Township 20 South, Range 2 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°14'21"E, a distance of 169.43' to the end of a dedicated public Right-of-way of Shelby County Highway 441; thence N88°53'16"E, a distance of 50.00'; thence N00°14'21"W, a distance of 316.96'; thence S88°53'16"W, a distance of 50.00'; thence S00°14'21"E, a distance of 147.53' to the POINT OF BEGINNING.

50' EASEMENT DETAIL
NOT TO SCALE

