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P. O. Box 653
Birmingham, AL 35201

20180126000027570
01/26/2018 12:47:42 PM
ESMTAROW 1/3

EASEMENT DEED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of **Ten dollars (\$10.00) and other good and valuable considerations** to the undersigned Grantor or Grantors, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, I (We), **LAURA MCDUFF and husband, CHRISTOPHER MCDUFF**, (herein referred to as GRANTOR, whether one or more) does grant, bargain, sell and convey unto, **PEGGY L. COLBY AND MARTIN A. COLBY**, as joint tenants with right of survivorship, (herein referred to as GRANTEE), a non-exclusive perpetual easement to permit movement of vehicles onto that part of the driveway of the GRANTEE set out on Exhibit A onto the portion of the property of the GRANTOR as is shown on the survey dated September 22, 2017 by S.M. Allen, PLS No 12944, said GRANTOR's real property being described as:

LOT 22, ACCORDING TO THE SURVEY OF OAK CREST, SECTOR TWO, AS RECORDED IN MAP BOOK 20, PAGE 129 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Said easement is to serve the following described property:

LOT 23, ACCORDING TO THE SURVEY OF OAK CREST, SECTOR TWO, AS RECORDED IN MAP BOOK 20, PAGE 129 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The GRANTEE and their heirs and assigns covenant with the GRANTOR and their heirs and assigns that the portion of the driveway encroaching onto Lot 22, as depicted on said survey by S.M. Allen, is for movement of vehicles only. No building, structure of any nature, or material(s), including but not limited to machinery, shall be erected, stored, or placed on said encroachment. The GRANTEE shall indemnify and hold the GRANTOR harmless from any loss and/or damage occurring on said encroachment.

Violation of these covenants shall result in a forfeiture of all rights of the GRANTEE and their heirs or assigns to utilize said encroachment for the purposes set out herein and revert to GRANTOR and their heirs or assigns. In such case, GRANTEE and their heirs or assigns, shall agree to immediately remove said encroachment at the request of the GRANTOR or their heirs or assigns.

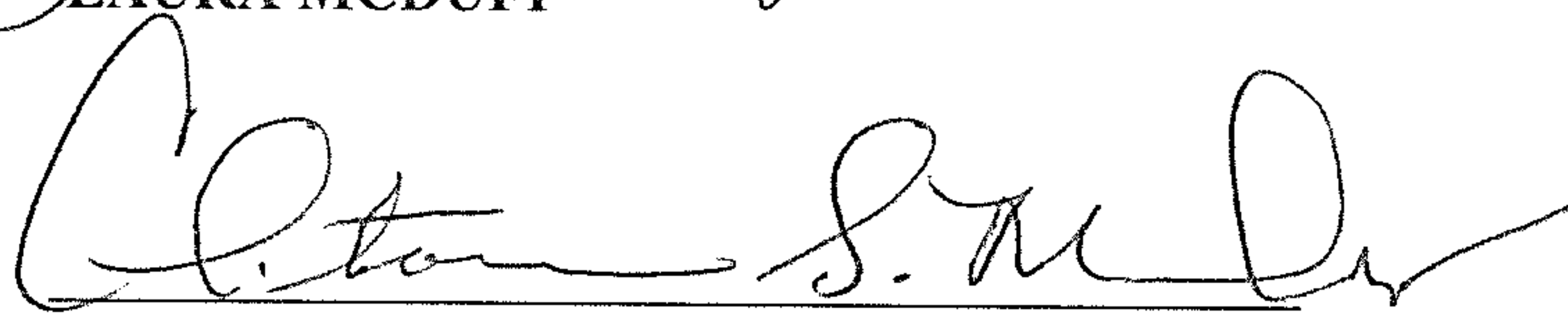
ATTORNEY PREPARING THIS DEED MAKES NO CERTIFICATION AS TO THE CONDITION OR MERCHANTABILITY OF TITLE TO THE LAND DESCRIBED IN THIS DEED, AS IT WAS PREPARED WITHOUT BENEFIT OF TITLE. LEGAL DESCRIPTION PROVIDED BY GRANTEE.

TO HAVE AND TO HOLD the said easement perpetually to the said Grantee, his heirs and assigns, for the purposes and uses for which it is granted, and provided that the Grantor herein shall have and expressly reserve to the Grantor the right to use and enjoy the premises above described, but that such use and enjoyment shall be in such manner as not unreasonably to interfere with the use thereof by the Grantee, his heirs and assigns under the grant herein set forth.

And I (we) do for myself(ourselves) and for my(our) heirs, executors and administrators covenant with said GRANTEE, his heirs and assigns, that I(we) am(are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I(we) have a good right to sell and convey the same as aforesaid; that I(we) will, and my(our) heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I(we) have hereunto set my(our) hand(s) and seal(s), on January 26, 2018.

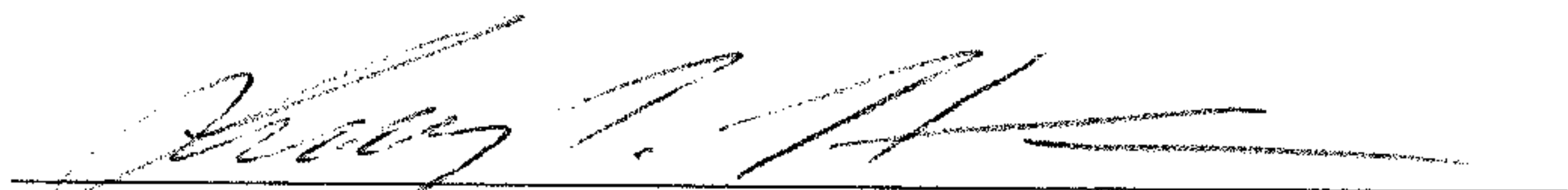

LAURA MCDUFF


CHRISTOPHER MCDUFF

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Laura McDuff and husband, Christopher McDuff, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, (s)he (they) executed the same voluntarily on the date the same bears date.

Given under my hand and official seal on January 26, 2018.


Notary Public

My commission expires: 5-8-2018

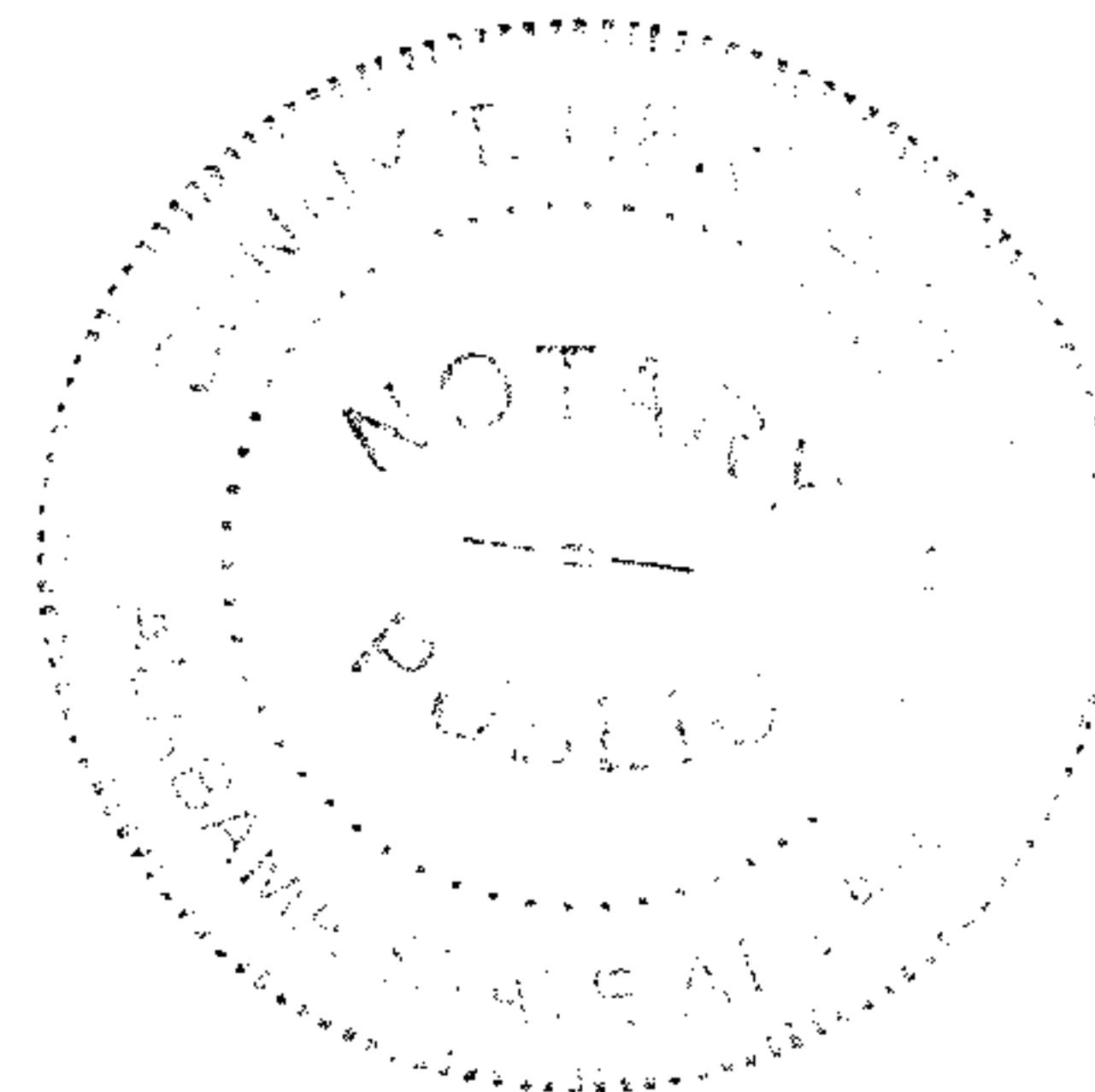
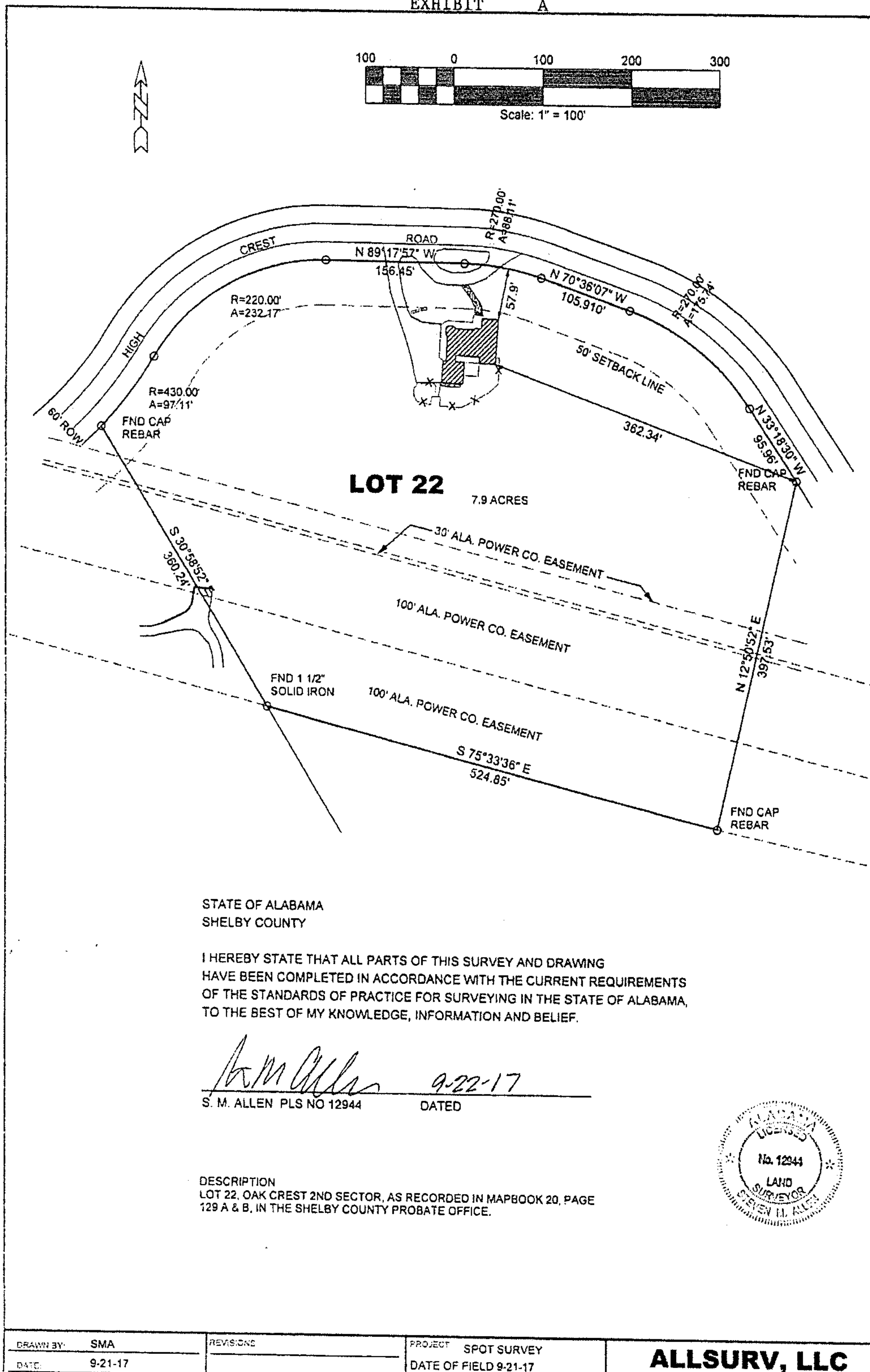


EXHIBIT A



20180126000027570 01/26/2018 12:47:42 PM ESMTAROW 3/3



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/26/2018 12:47:42 PM
\$21.00 CHERRY
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James W. Fuhrmeister