

STATE OF ALABAMA)
COUNTY OF SHELBY)

\$500.00

**AGREEMENT AND CONVEYANCE
OF EASEMENT APPURTENANT**

This Agreement is made and entered into this ____ day of December 2017, by and between William H. Harper, Jr. and Jean C. Harper, husband and wife, (hereinafter "Grantor") and Jacob Harper and Leah Harper (hereinafter "Grantee").

WHEREAS, Grantor is the record owner of the following described real property situated in Shelby County, Alabama, to-wit:

Begin at the Northwest corner of Section 1, Township 21 South, Range 1 East; thence proceed in an Easterly direction along the North boundary of said Section for 665.84 feet to a point; thence turn an angle of 89 degrees 48 minutes 51 seconds right and run along the East boundary of the W ½ of NW ¼ of NW ¼, Section 1, Township 21 South, Range 1 East; for a distance of 1334.03 feet to a point, being the Southeast corner of said W ½ of NW ¼ of NW ¼; thence turn an angle of 90 degrees 03 minutes 55 seconds right and run 665.39 feet to a point, being the southwest corner of the NW ¼ of NW ¼, Section 1, Township 21 South, Range 1 East; Thence turn an angle of 0 degrees 02 minutes 17 seconds right and proceed along the South boundary of the NE ¼ of NE ¼, Section 2, Township 21 South, Range 1 East, for 139.50 feet to a point; thence turn an angle of 89 degrees 52 minutes 38 seconds right and run 1335.79 feet to a point; thence turn an angle of 90 degrees 16 minutes 12 seconds right and proceed along the North boundary of the NE ¼ of NE ¼, Section 2, Township 21 South, Range 1 East, for 139.50 feet to the point of beginning. Said parcel is lying in the W ½ of NW ¼ of NW ¼, Section 1, Township 21 South, Range 1 East, and the NE ¼ of NE ¼, Section 2, Township 21 South, Range 1 East. Said parcel is subject to rights of way and easements of record. There is also a prescriptive right of way along County Highway 48 as shown on survey. According to the survey of Lewis H. King, Jr. Reg. L.S.N. 12487, dated 2nd September, 1983 Situated in Shelby County, Alabama.

Mineral and mining rights excepted.

(hereinafter "Servient Estate");

WHEREAS, Grantee is the record owner of the following described property situated in Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Magnolia Valley, as recorded in Map Book 35, page 47, in the Probate Office of Shelby County, Alabama, together with easements for ingress and egress and utilities recorded in Instrument 1997/33192, Instrument 1997/33193, Instrument 1997/33194, Instrument 1997/33195, Instrument 1997/33196, and Instrument 1997/33197.

(hereinafter "Dominant Estate")

NOW, THEREFORE, for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration paid by the Grantee to the Grantor, and in additional consideration of the mutual promise contained in this agreement, the receipt and sufficient whereof are acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, their heirs, successors and assigns, a perpetual, non-exclusive easement, for road purposes, for ingress and egress to and from the real property designated above as the "Dominant Estate", over and across the lands described above as the "Servient Estate". Said easement is hereinafter described as follows:

30 Foot Wide Ingress/Egress Easement, following the center of a chert road and lying 15' either side of and parallel to the following described centerline:

Shelby County, AL 07/03/2018
State of Alabama
Deed Tax: \$.50


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Shelby Cnty Judge of Probate, AL
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Commence at the NW Corner of Lot 1 of Magnolia Valley, as recorded in Map Book 35, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama; thence N89°35'57"E along the North line of said Lot 1, a distance of 5.78' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N26°21'02"W, a distance of 82.71' to a curve to the right, having a radius of 330.00, a central angle of 17°56'58", and subtended by a chord which bears N17°22'33"W, and a chord distance of 102.96'; thence along the arc of said curve, a distance of 103.38'; thence N08°24'04"W, a distance of 88.14' to a curve to the left, having a radius of 485.00, a central angle of 15°27'47", and subtended by a chord which bears N16°07'57"W, and a chord distance of 130.50'; thence along the arc of said curve, a distance of 130.89'; thence N23°51'51"W, a distance of 99.65' to a curve to the right, having a radius of 285.00, a central angle of 35°18'24", and subtended by a chord which bears N06°12'39"W, and a chord distance of 172.86'; thence along the arc of said curve, a distance of 175.62'; thence N11°26'33"E, a distance of 161.17' to the Southerly R.O.W. line of Blue Springs Road (Shelby County Highway 48), 60' R.O.W. line, and the POINT OF ENDING OF SAID CENTERLINE. Easement to extend or trim to R.O.W. of above said road and property lines of above said Lot 1.

Said Easement description is also reflected within that certain survey hereto attached as Exhibit "A".

The easement hereby granted shall be appurtenant to and run with the land described above as the "Dominant Estate" and all subdivisions thereof, and any adjoining land subsequently acquired by the Grantee.

The Grantee, their heirs, successors, and assigns, shall have the right of use of the easement hereby granted. The Grantee, their successors, and assigns shall be responsible to maintain and to repair any damage caused by their use of the easement. The Grantee, their heirs, successors, and assigns shall compensate Grantor, their heirs, successors, and assigns for any damage done to Grantor's property outside the easement resulting from the Grantee's use, repair or maintenance of the easement.

Except as to the right herein granted, the Grantor shall have the full use and control of the above designated real estate known as the "Servient Estate". The Grantor, their heirs, successors, and assigns shall also have the full use of the road and the easement thereon which is located on the property described above as the "Servient Estate".

The Grantee hereby agrees to hold and save the Grantor harmless from any and all claims of third parties arising from Grantee's use of the right herein granted.

This easement is granted subject to all prior easements or encumbrances of record.

Grantor agrees that, in the event of any partition, subdivision, or transfer of any portion of the "Dominant Estate" by Grantee, or their successors or assigns, this easement shall remain appurtenant to any and all of the subdivided or transferred parcels hereinafter created from the "Dominant Estate", and owners of said parcels into which the "Dominant Estate" may be divided shall have the same rights to use the easement as granted herein.

By the acceptance and recording of this document, the Grantee herein accepts all of the terms of this agreement.

TO HAVE AND TO HOLD the same unto the said Grantee, their heirs, successors, and assigns, as hereinabove set out, forever. And the Grantor does hereby covenant with the Grantee that they have a good and lawful right to sell and convey the easement as aforesaid.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of December, 2017.



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Shelby Cnty Judge of Probate, AL
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GRANTOR:

William H. Harper, Jr.
William H. Harper, Jr.

Jean C. Harper
Jean C. Harper

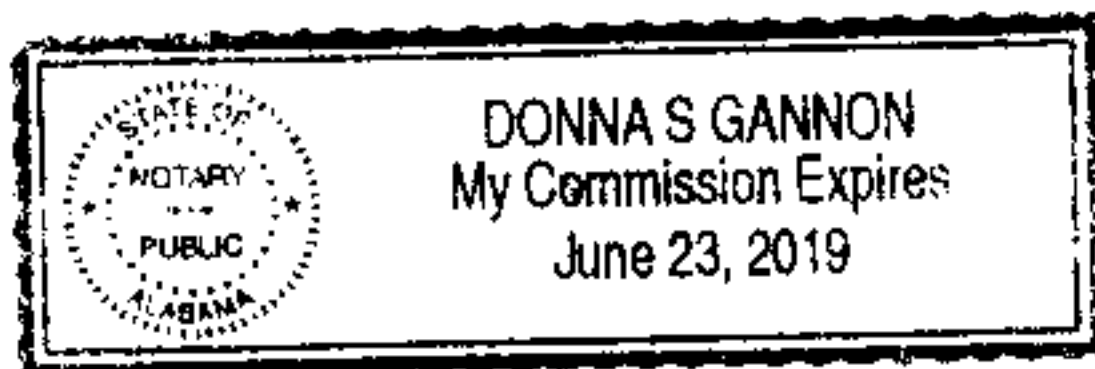
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Williams H. Harper, Jr. and Jean C. Harper, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of July, 2018.

Donna S Gannon
Notary Public
My Commission Expires: June 23, 2019

GRANTEE:



Jacob Harper
Jacob Harper
Leah Harper
Leah Harper

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jacob Harper and Leah Harper, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of July, 2018.

Donna S Gannon
Notary Public
My Commission Expires: June 23, 2019



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