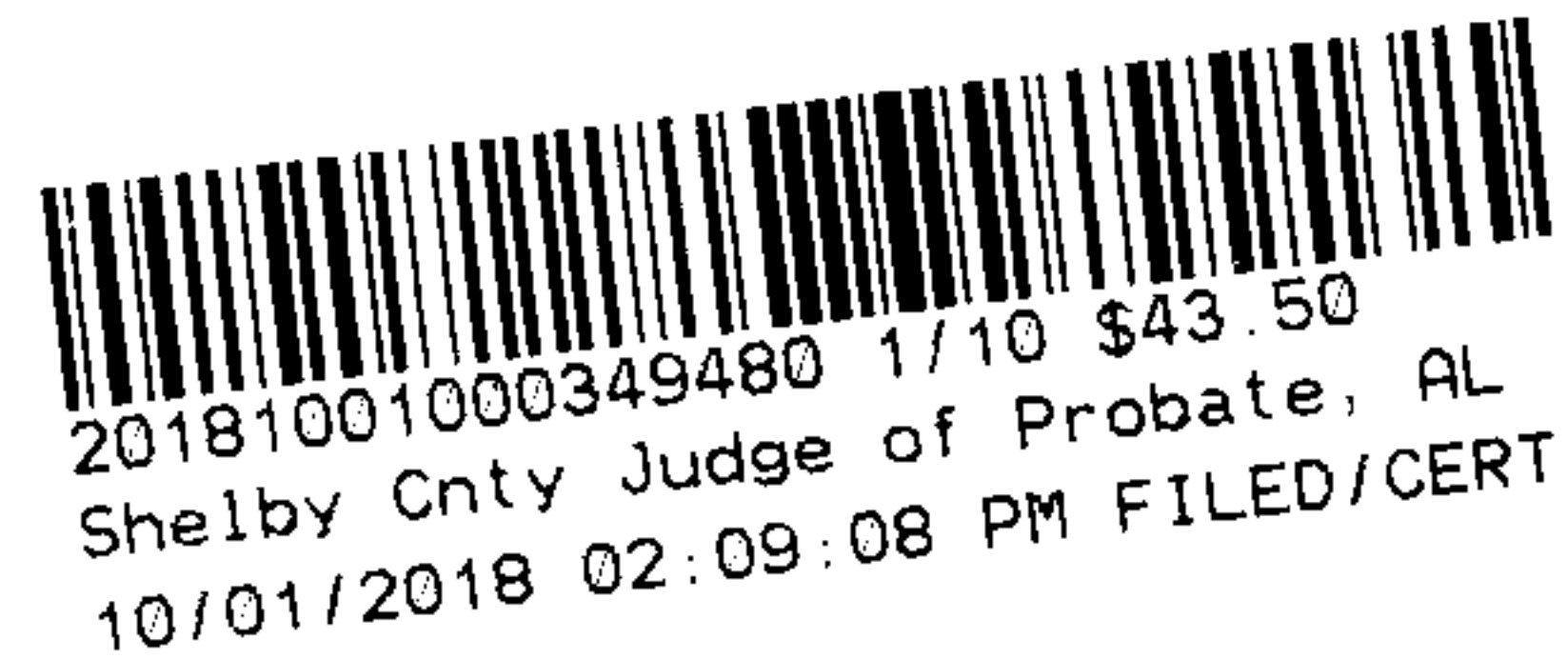


This instrument prepared by:  
Michael R. Lunsford  
22 Inverness Center Parkway  
Suite 600  
Birmingham, Alabama 35242



**STATE OF ALABAMA     )**

**COUNTY OF SHELBY     )**

**INGRESS AND EGRESS EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigneds, the **LACEY'S GROVE PROPERTY OWNER'S ASSOCIATION, INC.** and the **LACEY'S GROVE HOMEOWNERS' ASSOCIATION, INC.** ("Grantors"), in consideration of the sum of One (\$1.00) Dollar and other valuable consideration in hand paid by **UNION STATE BANK** (the "Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey for the benefit of the Grantee and its successors in title and assigns, a perpetual, non-exclusive easement for utilities (installation and maintenance) and ingress and egress by pedestrian and/or vehicle, in, on, along, over, through and across the lands of Grantor situated in the County of Shelby, State of Alabama as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") and depicted on Exhibit "B" attached hereto and made a part hereof. The easement granted herein is for the purposes of providing vehicular and other necessary ingress and egress to and from certain real property now owned by the Grantee, said property of the Grantee being more particularly described in the Mortgage Foreclosure Deed attached as Exhibit "C" and incorporated herein, and to provide for access for the installation and maintenance of utility service to said property described in the Mortgage Foreclosure Deed attached as Exhibit C.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors in title and assigns, forever, together with all other rights and privileges necessary or convenient for the full enjoyment or use thereof.


Grantor covenants with Grantee, its successors in title and assigns that it is lawfully seized in fee simple of the land on which the easement is located. In addition, the Grantee and Grantors expressly state that it is the intention of the parties that the Easement granted herein be an easement appurtenant.

IN WITNESS WHEREOF, the Grantors have hereunto set its hands and seals, effective as of the date attached to its signatures:

20181001000349480 2/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT

**LACEY'S GROVE HOMEOWNER'S  
ASSOCIATION, INC. AND LACEY'S GROVE  
PROPERTY OWNER'S ASSOCIATION, INC.**

9/24/2018  
Date

  
By: Jeremy McPhearson Their:  
Board Member

STATE OF ALABAMA

\*

\*

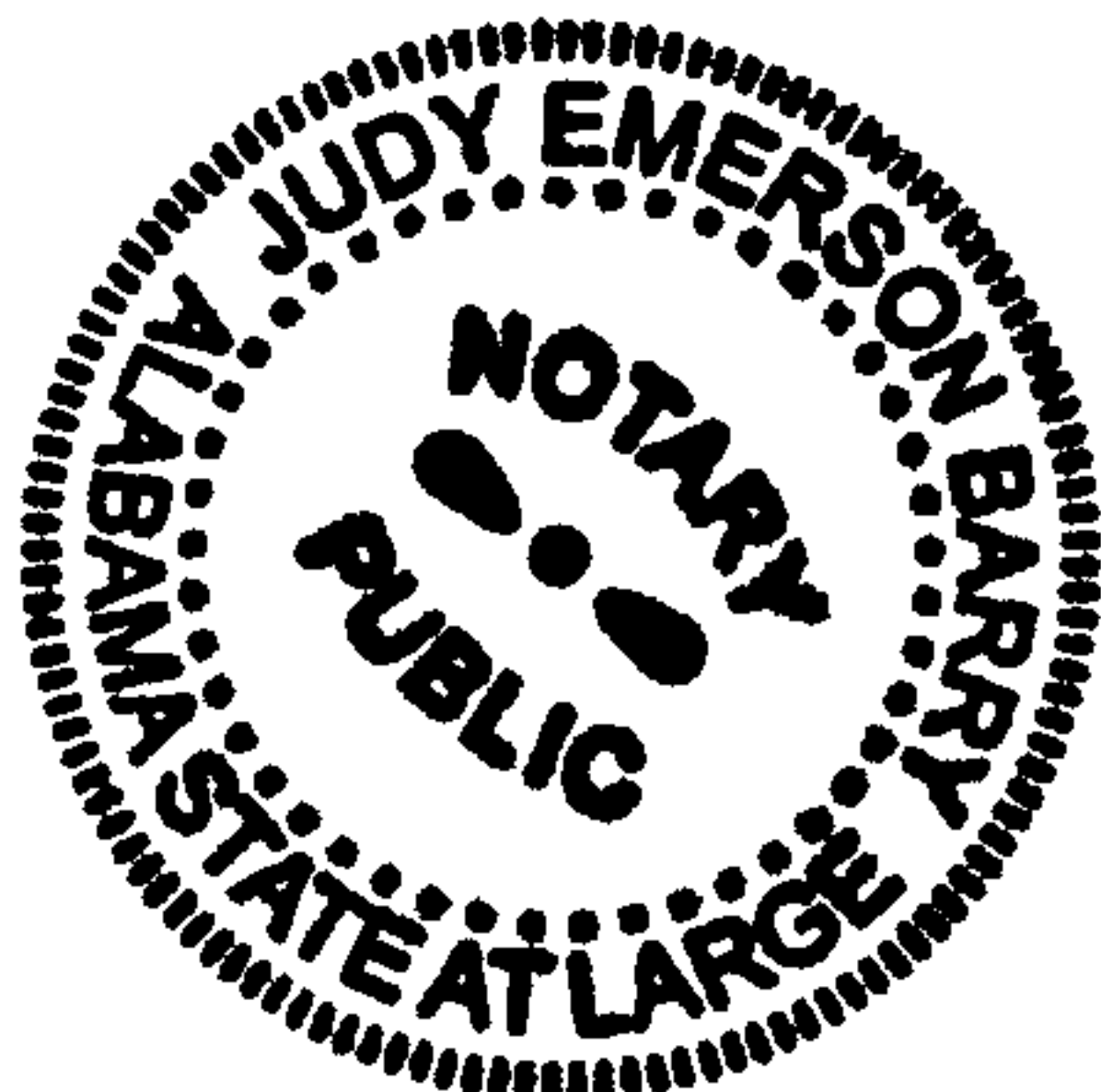
COUNTY OF SHELBY

\*

I Judy Emerson Barry a Notary Public in and for said County in said State, hereby certify that Jeremy McPhearson, as a Board Member for both the **LACEY'S GROVE HOMEOWNER'S ASSOCIATION, INC. and the LACEY'S GROVE PROPERTY OWNER'S ASSOCIATION, INC.**, whose name is signed to the foregoing Ingress and Egress Easement conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 24 day of Sept., 2018.

[SEAL]



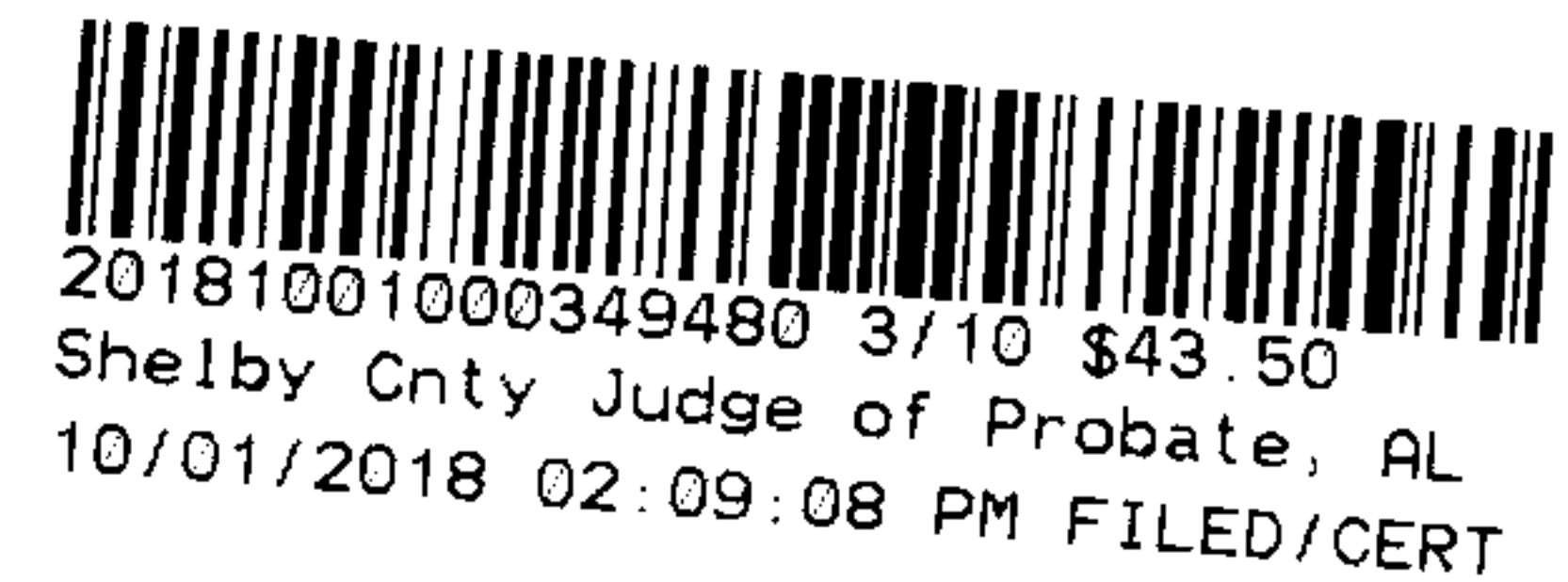
Judy Emerson Barry  
NOTARY PUBLIC

My Commission Expires: June 7, 2021

**EXHIBIT "A"**



## Legal Description of the Property



**STATE OF ALABAMA:**

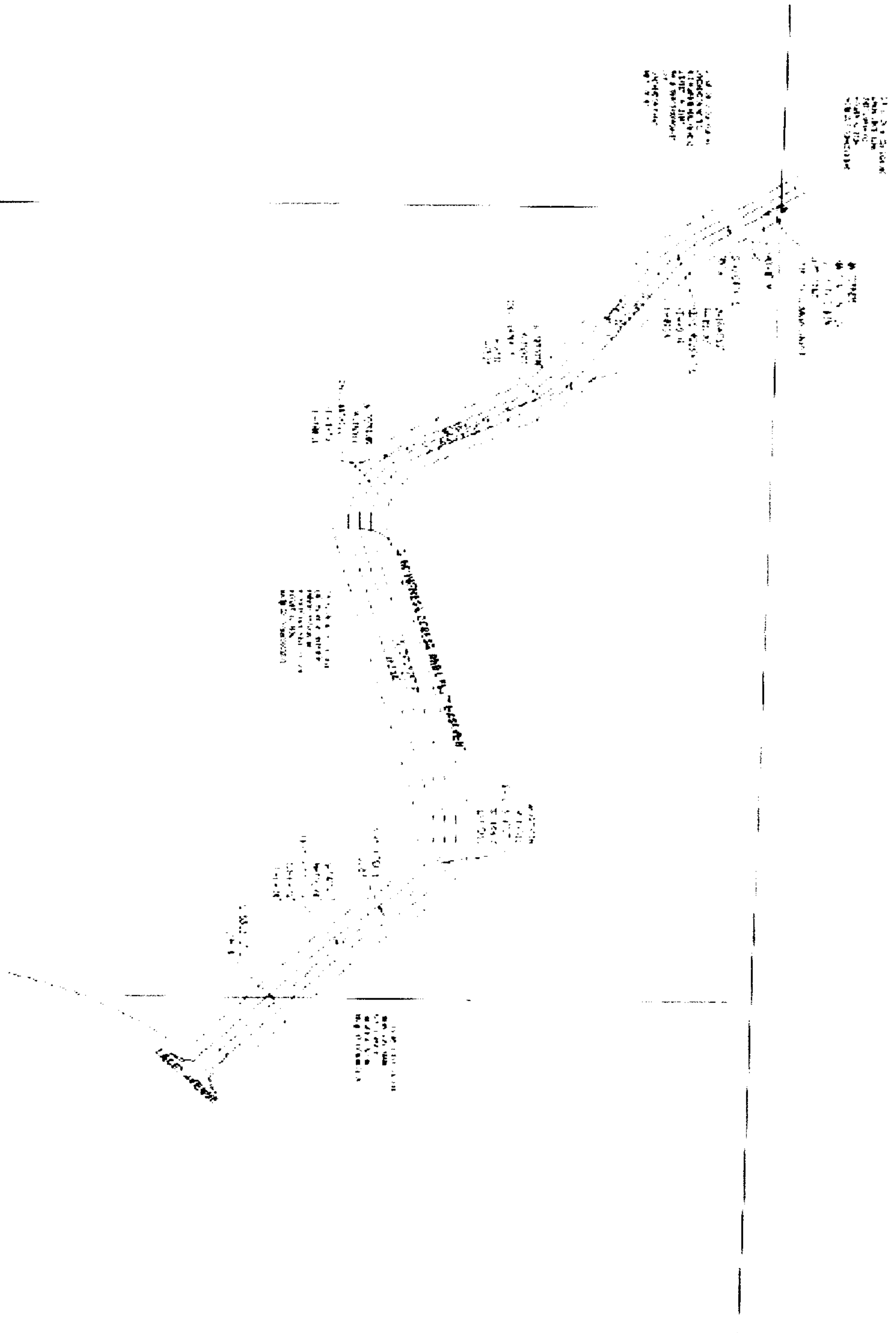
**COUNTY OF SHELBY:**

A 60' ingress, egress, and utility easement situated in the NE 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1.5" Crimp pipe at the NW corner of the NW 1/4 of the NE 1/4 of Section 8, Township 21 South, Range 3 West, Shelby County, Alabama, said point also being the NE corner of Lot 7 of Longmeadow Farms as recorded in Map Book 11 Page 90 in the Office of the Judge of Probate in Shelby County, Alabama; thence S 0°43'41" W along the west line of said 1/4-1/4 section and the east line of said Lot 7 a distance of 25.96 feet to the POINT OF BEGINNING of the centerline of a 60 foot ingress, egress, and utility easement lying 30 feet to either side of and parallel to described centerline; thence S 40°04'14" E along said centerline a distance of 98.52 feet to a point of curve to the left having a central angle of 18°48'53" and a radius of 150.00 feet, said curve subtended by a chord bearing S 49°28'41" E and a chord distance of 49.26 feet; thence along the arc of said curve and along said centerline a distance of 49.26 feet to a point of tangent; thence S 58°53'08" E along said centerline a distance of 214.04 feet to a point of curve to the right having a central angle of 28°10'08" and a radius of 150.00 feet, said curve subtended by a chord bearing S 44°48'03" E and a chord distance of 73.01; thence along the arc of said curve and along said centerline a distance of 73.75 feet to a point of tangent; thence S 30°42'59" E along said centerline a distance of 125.67 feet to a point of curve to the left having a central angle of 70°34'46" and a radius of 150.00 feet, said curve subtended by a chord bearing S 66°00'22" E and a chord distance of 173.31 feet; thence along the arc of said curve and along said centerline a distance of 184.78 feet to a point of tangent; thence N 78°42'15" E along said centerline a distance of 463.90 feet to a point of curve to the right having a central angle of 55°57'16" and a radius of 175.00 feet, said curve subtended by a chord bearing S 73°19'08" E and a chord distance of 164.19 feet; thence along the arc of said curve and along said centerline a distance of 170.90 feet to a point of tangent; thence S 45°20'30" E along said centerline a distance of 56.87 feet to a point of curve to the left having a central angle of 7°42'43" and a radius of 500.00 feet, said curve subtended by a chord bearing S 49°11'51" E and a chord distance of 67.25 feet; thence along the arc of said curve and along said centerline a distance of 67.30 feet to a point of tangent; thence S 53°03'13" E along said centerline distance of 205.18 feet to the westerly right-of-way of Lacey Avenue and the END of said centerline.

**Exhibit "B"**

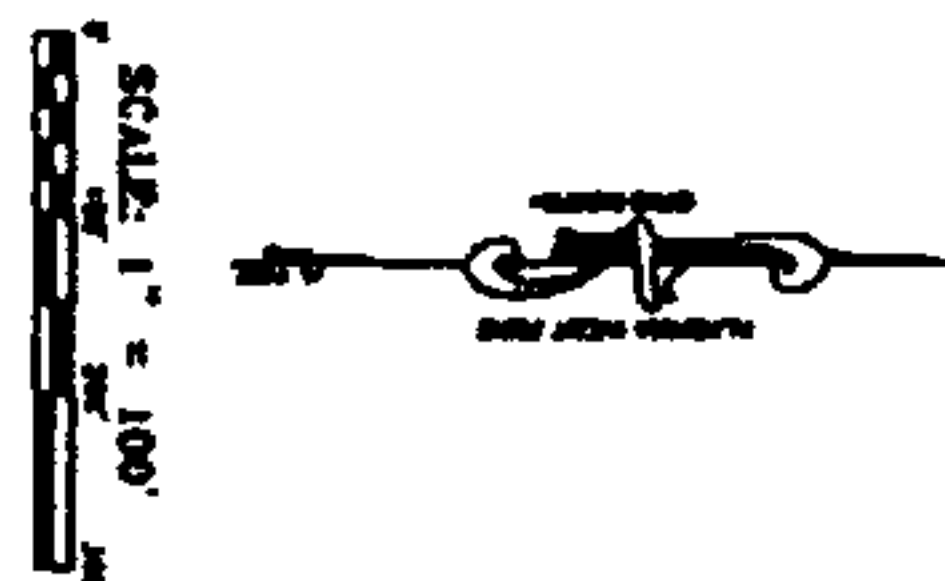
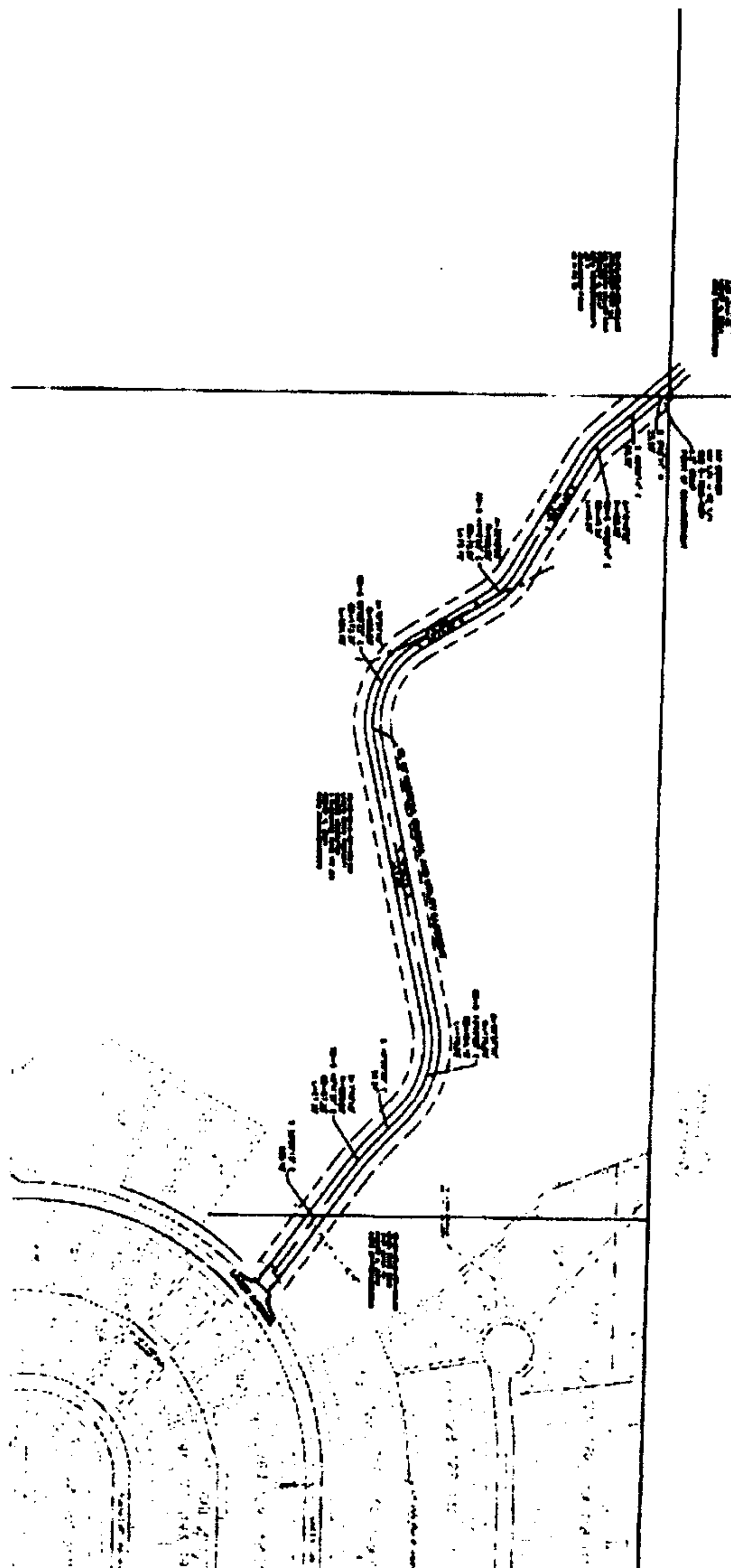
Depiction of the Property



B-1



20181001000349480 4/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT




	130 WISNUP CIRCLE, SUITE 300 PELHAM, AL 35124 TEL - (205) 403-9158 FAX - (205) 403-9173	SECTION 8, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA	DRAWN BY: [blank] CHECKED BY: [blank] DATE: [blank]	REVISIONS [blank] [blank] [blank]
		ACCESS EASEMENT	SCALE: 1" = 100' DATE: 5/10/18	

B-2

20181001000349480 5/10 \$43.50  
 Shelby Cnty Judge of Probate, AL  
 10/01/2018 02:09:08 PM FILED/CERT

# **Exhibit "C"**

## **Legal Description of Property owned by Union State Bank**

  
20181001000349480 6/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT



20181001000349480 7/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT

JAMES H. GREER, ATTORNEY THIS INSTRUMENT  
WAS PREPARED BY: ORNEY AT LAW  
P.O. BOX 360345  
BIRMINGHAM, ALABAMA 35236-0345

20111004000293210 1/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
10/04/2011 10:20:00 AM FILED/CERT

STATE OF ALABAMA)  
SHELBY COUNTY)

MORTGAGE-FORECLOSURE DEED

. KNOW ALL MEN BY THESE PREMISES, that whereas, heretofore, on, to-wit: on 03/01/2006, Lacey's Grove, LLC, executed a certain mortgage on property hereinafter described to Union State Bank; which mortgage is recorded in Instrument No. 20060308000107980 in the office of the Judge of Probate of Shelby County, Alabama, and modified by Modification of Mortgage, said modification being recorded in the office of the Judge of Probate of Shelby County, Alabama, in Instrument# 20081125000449270; and

WHEREAS, in and by said mortgage, the mortgagee was authorized and empowered in the case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door in the City of Columbiana, Shelby County, Alabama, after giving notice of the time, place and terms of said sale in some newspaper publishing in said city by publication once a week for three consecutive weeks prior to said sale at public outcry for cash, to the highest bidder;

.. W\lw\S, default was made in the payment of the indebtedness secured by said mortgage, and Union State Bank did declare all of the indebtedness secured by said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in *Shelby*

OS) 112011. 'l.'l', ..fl.. ep. 091011, a newspaper of general circulation published in Shelby County, Alabama

11 and 09/14/2011; and

Alabama, in its issues of

Of . Was notice between the legal -J}A. 9n1 ctembr 30, 2011, the day on which the foreclosure was due to be held under the terms of sale, said foreclosure was duly conducted and Union State Bank did offer for sale and sell at public outcry in front of the Courthouse door in Columbiana, Alabama, Shelby County, Alabama, the property hereinafter described; and

conducting . . . WHEREAS, . . . the said James H. Greer was the Union State Bank auctioneer and who wherefore conducted Union State Bank foreclosure sale the

and" highest bidder the price and best bidder, in the amount of FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00/100 on the indebtedness secured by said mortgage, said by and through James H. Greer as auctioneer conducting said sale, docs hereby

grant, bargain, sell and convey unto Union State Bank the following described property situated in Shelby County, Alabama, to-wit:

Commence at the Southwest corner of the Southeast quarter of the Northeast quarter of Section 8, Township 21 South, Range 1 West, Huntsville Principal Meridian. Shelby County, Alabama; thence North  $01^{\circ} 08' 57''$  East, along and with the East line of said quarter-quarter section, 1326.32 feet to a point, said point being the Point of Beginning; thence continue North  $01^{\circ} 08' 57''$  East along the West line of the Northeast quarter of the Northeast quarter of said Section 8 for a distance of 324.48 feet to a point at the Northwest corner of said quarter-quarter section; thence South  $88^{\circ} 15' 09''$  East along the North line of said quarter-quarter section, 1336.32 feet to the Northeast corner of said Section 8; thence South  $9^{\circ} 08' 15''$  East along and with the North line of the Northwest quarter of the


Northwest quarter of Section 9, Township 21 South, Range 3 West, Huntsville Principal Meridian. Shelby County, Alabama, 808.87 feet to a point in the centerline of Beaver Dam Creek; thence Southerly and Easterly along the centerline of said Beaver Dam Creek the following 19 calls: South  $06^{\circ} 18' 11''$  West, 84.48 feet to a point; thence North  $79^{\circ} 28' 30''$  West, 44.25 feet to a point; thence South  $75^{\circ} 17' 28''$  West, 51.07 feet to a point; thence South  $26^{\circ} 41' 24''$  West, 51.48 feet to a point; thence South  $06^{\circ} 57' 58''$  West, 14.02 feet to a point; thence South  $73^{\circ} 30' 09''$  East, 26.77 feet to a point; thence South  $52^{\circ} 33' 57''$  East,

121.10 feet to a point; thence South  $07^{\circ} 05' 54''$  West, 48.55 feet to a point; thence South  $60^{\circ} 00' 07''$  East, 33.24 feet to a point; thence South  $24^{\circ} 37' 24''$  East, 93.31 feet to a point; thence South  $64^{\circ} 08' 32''$  East, 58.15 feet to a point; thence South  $27^{\circ} 00' 36''$  East, 39.50 feet to a point; thence South  $18^{\circ} 03' 07''$  West, 42.69 feet to a point; thence South  $45^{\circ} 18' 54''$  East, 85.64 feet to a point; thence South  $40^{\circ} 39' 55''$  East, 115.24 feet to a point; thence South  $30^{\circ} 02' 38''$  West, 31.16 feet to a point; thence South  $31^{\circ} 22' 04''$  West, 17.00 feet to a point; thence South  $73^{\circ} 15' 54''$  West, 115.67 feet to a point, thence South  $35^{\circ} 42' 48''$

East, 108.55 feet to a point thence leaving said Beaver Dam Creek centerline. South  $89^{\circ} 53' 53''$

West, 919.55 feet to a point; thence North  $88^{\circ} 36' 16''$  West, 125.19 feet to a point; thence South  $01^{\circ} 16' 01''$  West, 503.45 feet to a point on the South line of the Northeast quarter of the Northwest quarter of Section 8, Township 21 South, Range 3 West, Huntsville

C-2

  
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Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT



Principal Meridian, Shelby County, Alabama; thence along and with said South quarter-quarter section line North 88° 14' 04" West, 1211.57 feet to the Point of Beginning.

**LESS AND EXCEPT** Lots 82 through and including Lot 98; Lot 112; Lots 123 and 124; Lots 144 through and including Lot 161; and Lots 163 through and including Lot 220, of the Survey of Lacey's Grove Phase 2, as recorded in Map Book 38, page 19, in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD the above described property unto its heirs and assigns forever; subject however, to the statutory rights of redemption from said foreclosure sale on the part of those entitled to redeem as provided by the laws in the State of Alabama.

IN WITNESS WHEREOF, Union State Bank has caused this instrument to be executed by and through James H. Greer as auctioneer conducting the said sale and as Attorney-in-Fact, and James H. Greer as auctioneer conducting said sale has hereto set his hand and seal on this September 30, 2011.

LACEY'S GROVE, LLC

By: James H. Greer

James H. Greer

As auctioneer and the person making  
said sale

UNION STATE BANK

By: James H. Greer

James H. Greer

As auctioneer and the person making  
said sale

By: James H. Greer

James H. Greer

As auctioneer and the person making  
said sale

STATE OF ALABAMA)  
SHELBY COUNTY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that James H. Greer, whose name as auctioneer and Attorney In Fact for Union State Bank and who is known to me, acknowledged before me on this date, that being informed of the contents of the conveyance, he executed, the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this September 30, 2011.

Janice P. Button

Notary Public

My Commission Expires: 10/23/12

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 23, 2012  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20111004000253210 2/2 \$17.00  
Shelby Cnty Judge of Probate, AL  
10/04/2011 10:20:00 AM FILED/CERT

20181001000349480 9/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT

## Real Estate Sales Validation Form

*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantee's Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Sale \_\_\_\_\_  
Total Purchase Price \$ \_\_\_\_\_  
or  
Actual Value \$ \_\_\_\_\_  
or  
Assessor's Market Value \$ 1,040

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

\_\_\_\_ Bill of Sale  
\_\_\_\_ Sales Contract  
\_\_\_\_ Closing Statement

\_\_\_\_ Appraisal  
\_\_\_\_ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

### Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Print \_\_\_\_\_

Unattested

Sign

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1



20181001000349480 10/10 \$43.50  
Shelby Cnty Judge of Probate, AL  
10/01/2018 02:09:08 PM FILED/CERT