

STATE OF ALABAMA

1500
COUNTY OF SHELBY

CONVEYANCE OF EASEMENTS

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt, adequacy and sufficiency of all of which being hereby irrevocably acknowledged, and for the purpose of affording the Grantee herein access over, across and through certain real property located in Shelby County, Alabama **Debbie & Albert Thames**, herein after referred to as "**Grantors**" do hereby grant and convey unto **Gretchen & David Randall**, herein after referred to as "**Grantees**" and unto it/their heirs, executors, administrators, successors and assigns, also Grantees, a temporary private and non-exclusive easement and right-of-way and access for all purposes upon, across, through and over, the following described property, lying and being situated in Shelby County, Alabama, being more particularly described as follows, to-wit:

EASEMENT ONE

A triangular section of land of the Grantors commencing at the Southeast corner of the Grantor's property line marked by an iron stake or capped section of re-bar thence running in a northerly direction along their property line for a distance of 120 feet; thence turning on a southwest diagonal and running in that direction to a location approximately 120 feet due west of the iron stake/capped re-bar along the southern boundary line of the Grantors' property; thence turning east to the point of beginning.

EASEMENT TWO

A rectangular section of lane approximately twenty five (25) feet wide west to east commencing at the northwest corner of the Grantor's property at the location of a capped re-bar/iron post thence running due south along the line of Section 31, Range 1 East of the Huntsville Meridian as distance of 663.33' to the Grantees' property line demarcated by painted rocks, maintaining such width the entire length of such easement so as to facilitate ingress and egress amongst and between property owned by Grantees on either side of the Grantors' property.

For these purposes, incident to and as elements of the easement and right-of-way, access, and use hereby granted, the Grantee and it/their heirs, devisees, administrators, executors, personal representatives, successors, and assigns shall at all times and from time to time hereafter enjoy the following rights:

a.

To utilize the said property as a means of ingress and egress and to pass freely over, across and through said property on foot, with vehicles, equipment, and machinery of all kinds, and in any other manner in perpetuity and shall run with the land at law in favor of any heirs, successors or assigns of the Grantees.

b.

To authorize any and all others, including licensees and employees of the Grantee, to exercise identical rights in reaching and leaving the said property.

c.

To construct, install, maintain, replace and use roadways designated by the Grantor(s), with such surfaces and with such bridges or culverts, or both, as the Grantor(s) and Grantee(s) may agree upon, over and across the said property.

d.

To keep the said property free of obstructions, including timber, in the exercise of the foregoing rights.

By Grantee(s) execution hereunder, Grantee(s) agrees to the following:

a.

This easement shall be perpetual in nature and run with the land at law in favor of such grantees, their heirs, assigns and successors.

b.

Grantee(s) agrees to pay Grantor(s) for any damage caused to Grantor(s)' property including, but not limited to, standing timber, regardless of the age to the timber, and to the land of Grantor(s) if unnecessary damage has been caused to Grantor(s)' property whether on or off the easement.

c.

Grantee(s) agrees to keep all existing gates that might be located on Grantor(s)' property opened, or closed, as Grantor(s) may designate.

d.

Grantee(s) affirmatively states, by its execution hereof, that it maintains all necessary and legally required insurance, including, but not limited to, workers' compensation insurance and liability insurance.

e.

Grantee(s) does hereby indemnify and agree to hold harmless Grantor(s) from any and all liability for damages that may be asserted against Grantor(s) by reasons of Grantee(s) actions and such indemnification shall include Grantee(s) agreement to pay the reasonable attorneys' fees, costs of court and expenses in defending any action or claim against Grantor(s) and, where requested, have Grantees listed as additional named insureds on any policies of insurance held for the benefit or in favor of the Grantees.



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Shelby Cnty Judge of Probate, AL
10/03/2018 08:36:35 AM FILED/CERT

WITNESS THE SIGNATURE
of Grantor(s) and Grantee(s) on this, the 3 day of October,
2018.

Cherry Green
Witness Name

Cherry Green
Witness Signature

Charity Noss
Witness Name

Charity Noss
Witness Signature

Albert L Thames
Grantor Name

Albert Thames
Grantor Signature

Done this the 3 day of October, 2018

Debbie B Thames
Grantor Name

Debbie B Thames
Grantor Signature

Done this the 3 day of October, 2018

NOTARIZATION

On this the 3 day of October, 2018 did appear
before me the Grantors and in my presence and after their identity having been
made known to me did knowingly and voluntarily affix their signatures here to.

Kessia L. Yelland
Notary Public, State of Alabama

My commission expires: 2/22/22

