
GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT, made this 19th day of April, 2019,
by and between Myra Jean Patterson and Jeffery Keith Patterson, hereinafter referred to as
“Grantor”, and the Charles R. Higdon, Lacey K. White, and Zachery V. White, hereinafter referred
to as “Grantee”.

WHEREAS, Grantee desires to acquire a certain easement (“Easement”) in a portion of
Grantor’s property commonly known Shelby County Tax Parcel ID 27-1-12-0-000-009.002, (the
“Land”), which easement is designated as a driveway accessing Shelby County Tax Parcel ID 27-
1-12-0-000-006.000, said easement being hereinafter described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE
SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY
COUNTY, ALABAMA. THENCE N 88 degrees 07 minutes 56 seconds E FOR A DISTANCE
OF 1345.79 feet TO A POINT ON THE EASTERLY RIGHT OF WAY OF SHELBY
COUNTY ROAD No. 16; THENCE N 04 degrees 25 minutes 51 seconds W FOR A
DISTANCE OF 700.48 feet; THENCE N 04 degrees 25 minutes 51 seconds W FOR A
DISTANCE OF 398.89 feet TO THE POINT OF BEGINNING OF SAID EASEMENT,
THENCE N 33 degrees 43 minutes 59 seconds E FOR A DISTANCE OF 109.52 feet; THENCE
N 60 degrees 35 minutes 51 seconds E FOR A DISTANCE OF 204.32 feet; THENCE S 87
degrees 03 minutes 55 seconds W FOR A DISTANCE OF 251.83 feet; THENCE S 04 degrees
03 minutes 56 seconds E FOR A DISTANCE OF 178.94 feet TO THE POINT OF BEGINNING
OF SAID EASEMENT.

(“Easement Area”).

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement over the Land
hereinabove designated for so long as the Easement Area is used exclusively for the purpose(s) of
accessing the real property designated as Shelby County Tax Parcel ID 27-1-12-0-000-006.000.
Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement
Area or to grant other easements or licenses at the same location so long as such use does not
unreasonably interfere with the rights herein granted. Should the Grantee alter, move or relocate
the driveway servicing said parcel, then the easement granted herein shall terminate upon the
completion of such alteration, movement or relocation of the driveway.

2. Grantee shall ^{2/8} maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense.
3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.
4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.
7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.
8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.
9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for

injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

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GRANTOR:

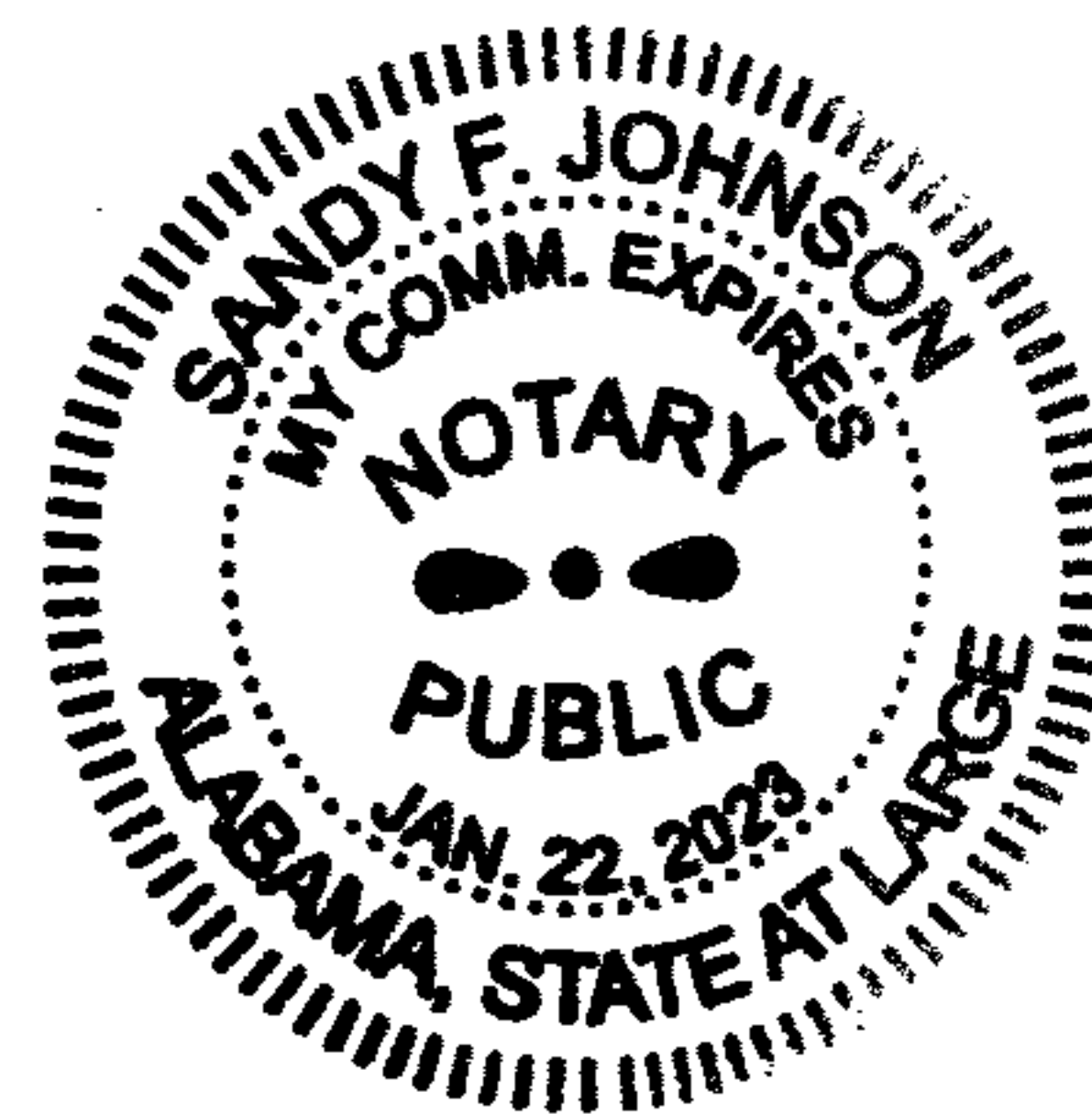
Myra Jean Patterson
Myra Jean Patterson

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Myra Jean Patterson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of April, 2019.

Sandy F. Johnson
Notary Public
My Commission Expires: 1/22/23



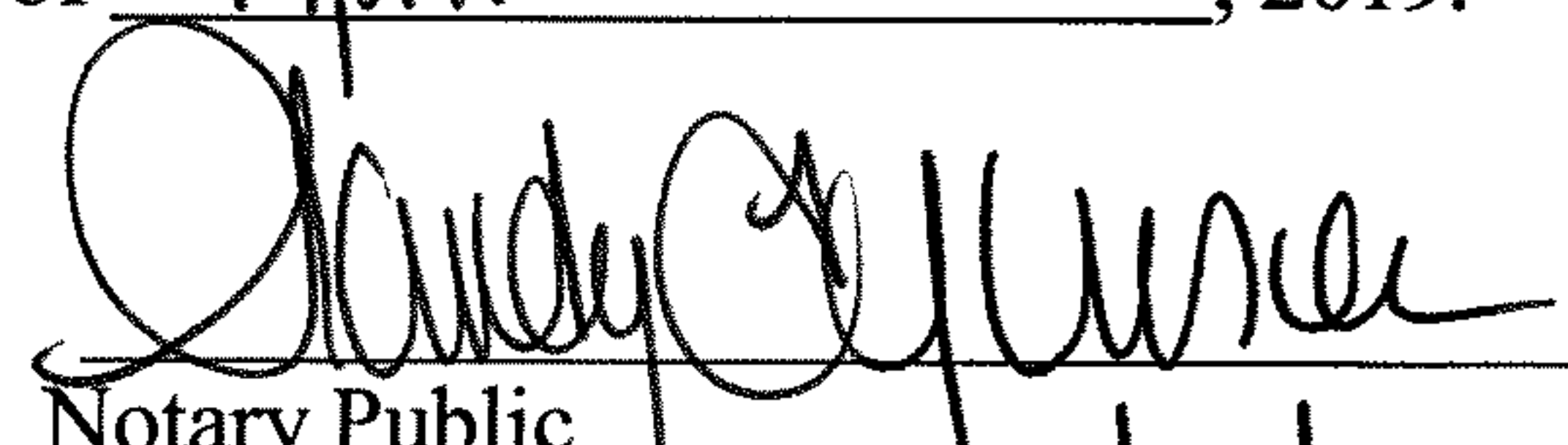
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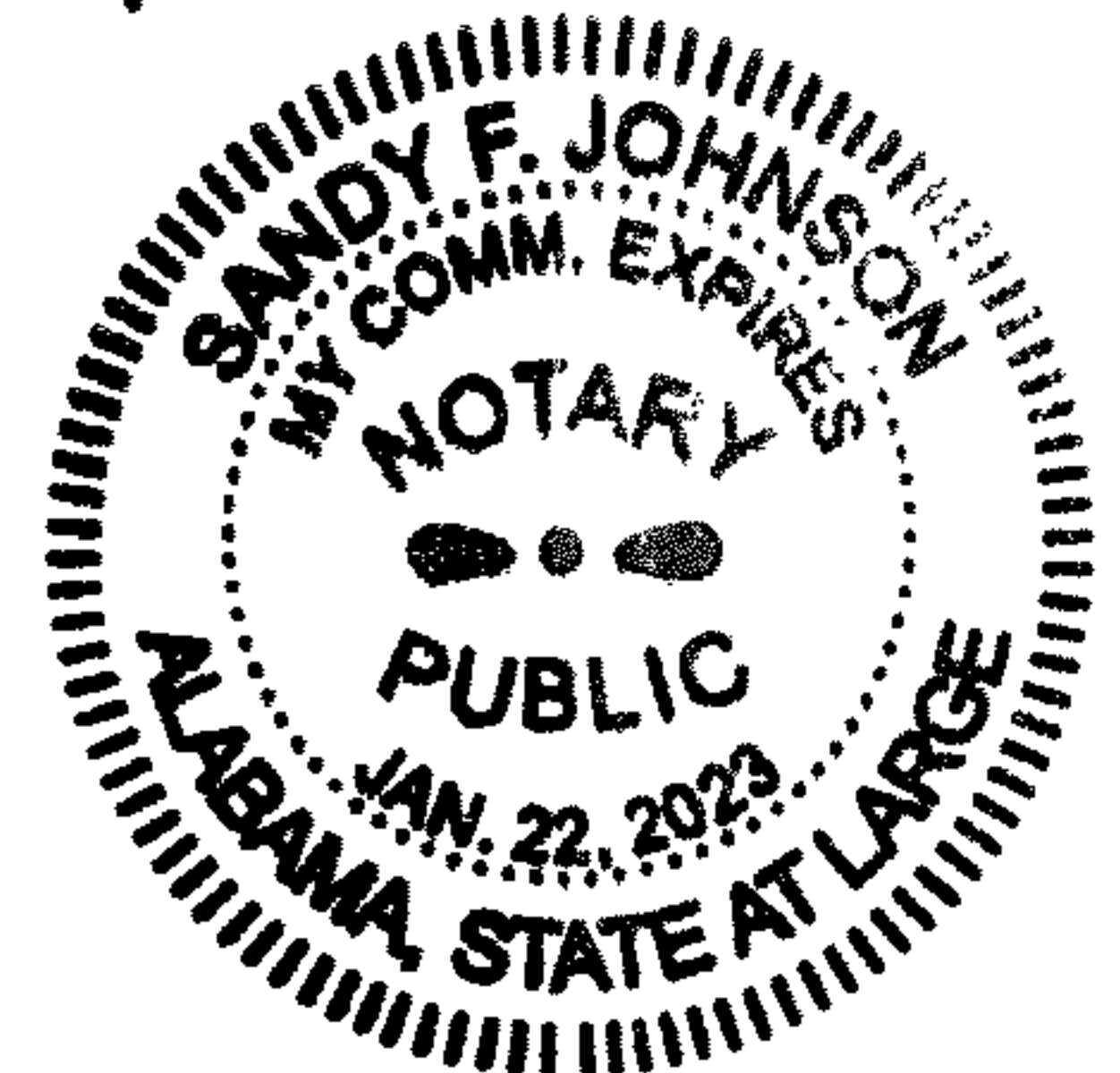

Jeffery Keith Patterson

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffery Keith Paterson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of April, 2019.


Notary Public
My Commission Expires: 1/22/23



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GRANTEE:

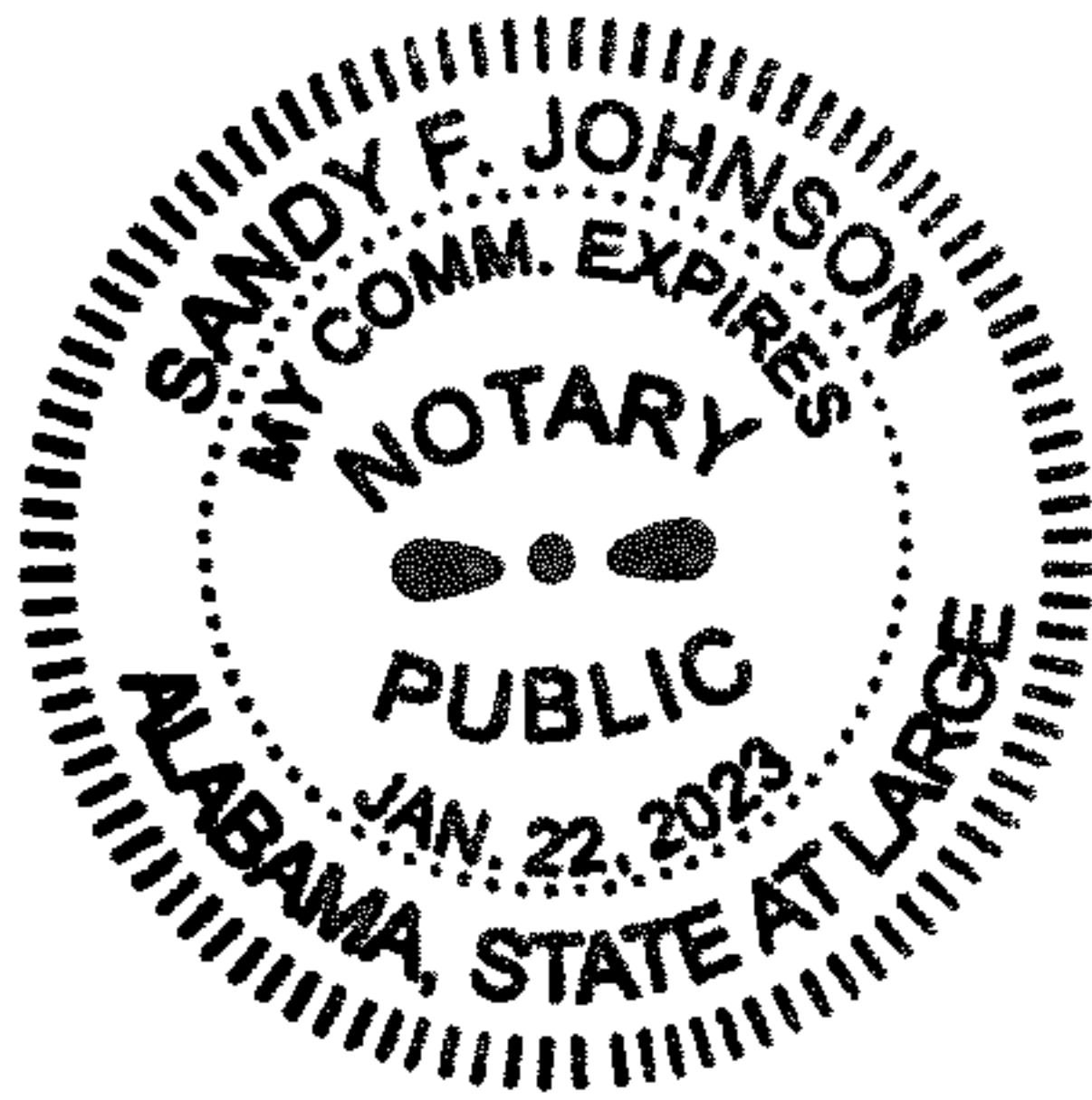


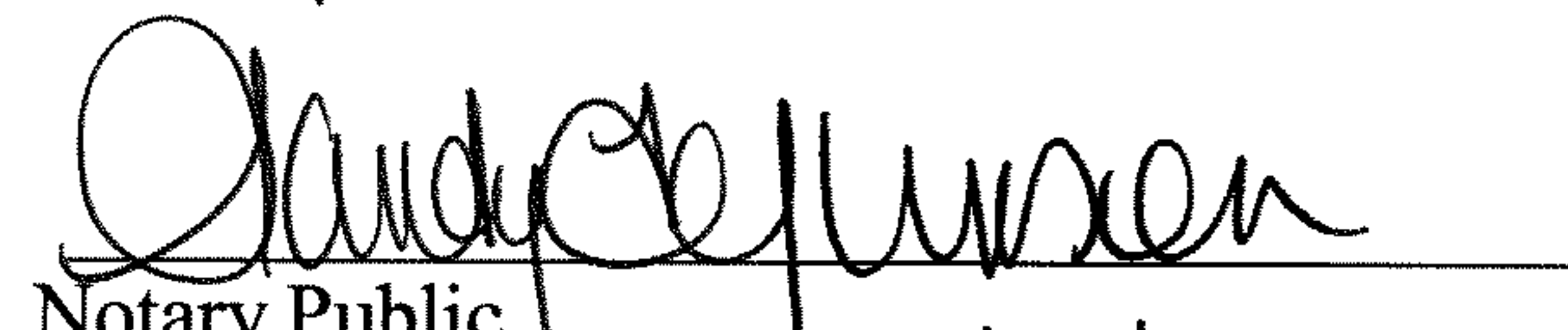
Charles R. Higdon

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles R. Higdon, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of April, 2019.




Notary Public
My Commission Expires: 1/22/23

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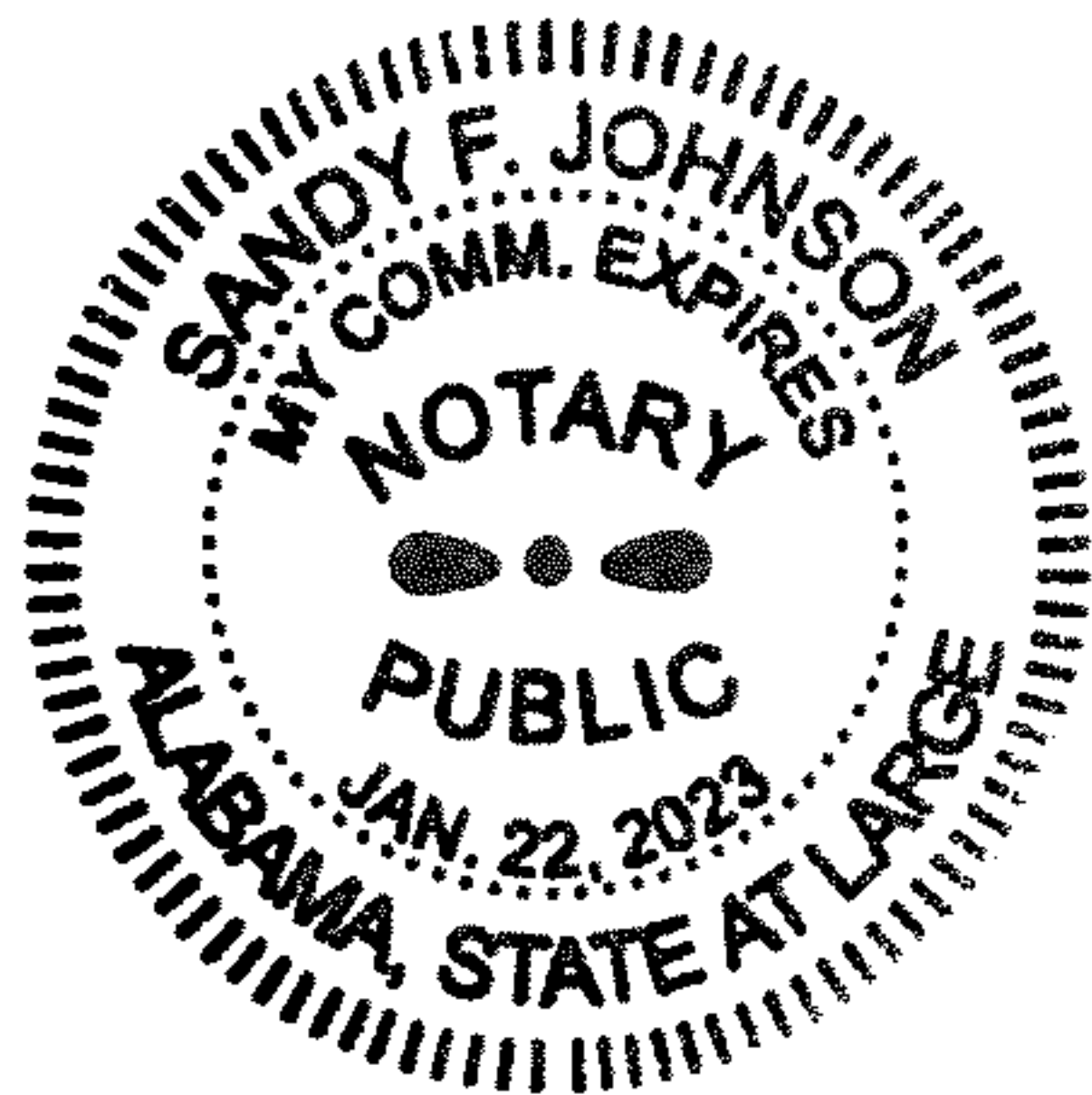
GRANTEE:

Lacey K. White
Lacey K. White

STATE OF Alabama)
COUNTY OF Shelby)

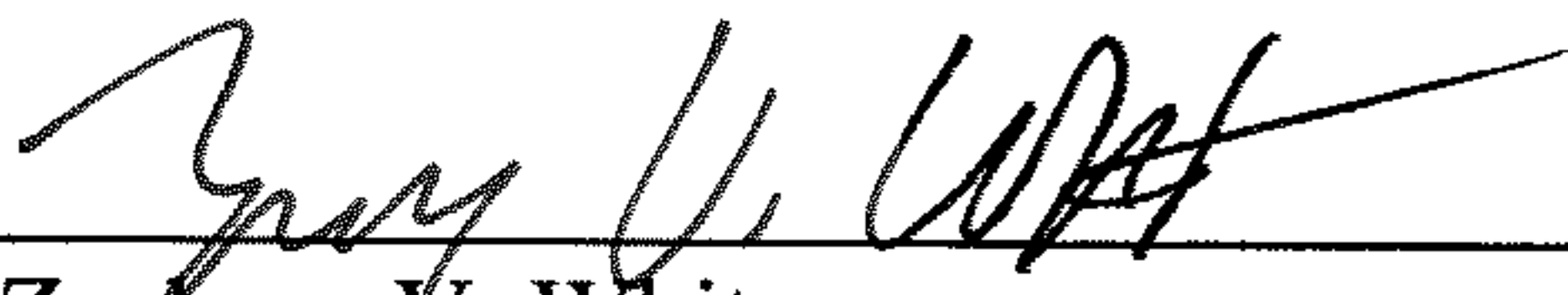
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lacey K. White, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of April, 2019.



Sandy F. Johnson
Notary Public
My Commission Expires: 1/22/23

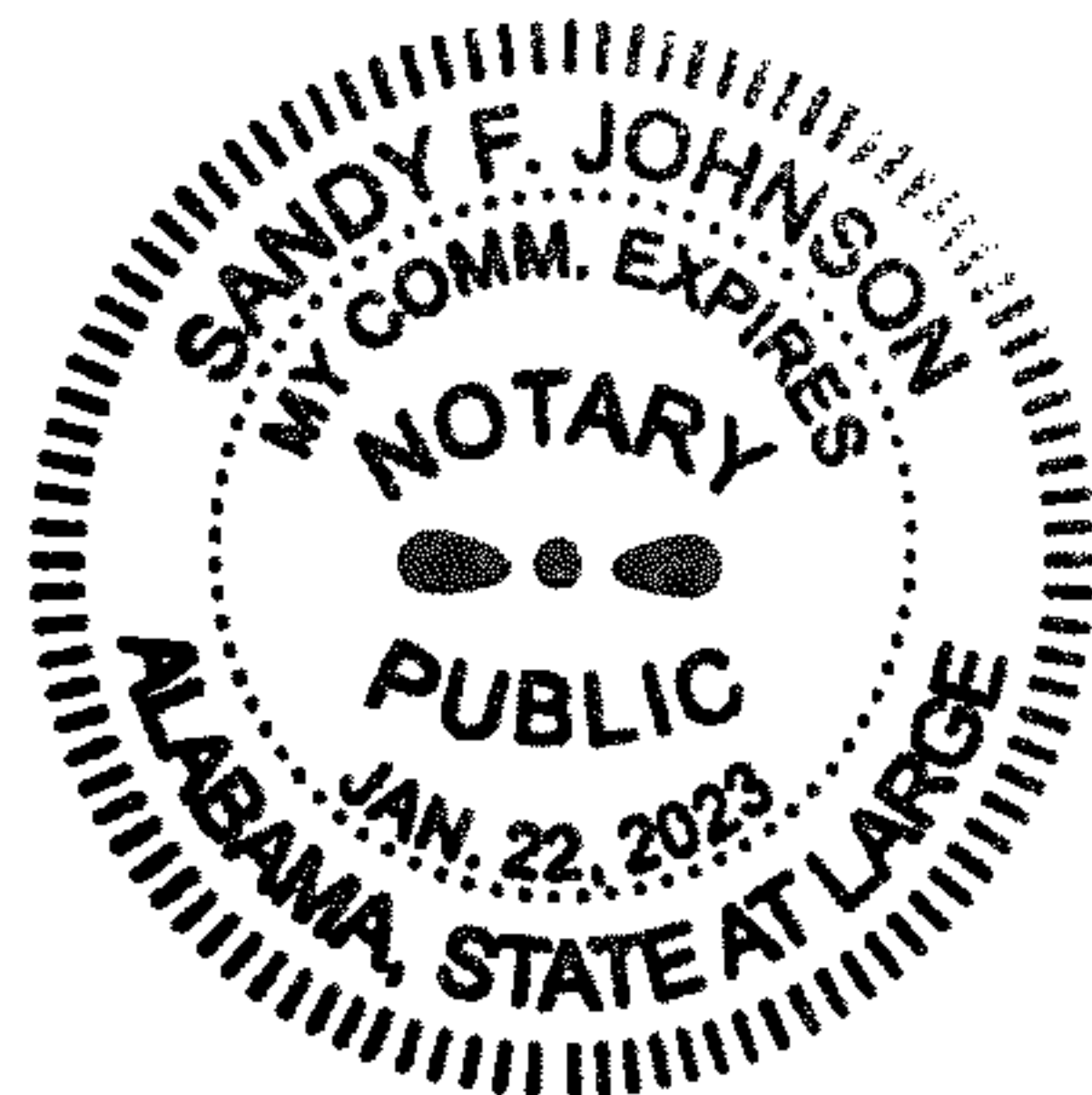
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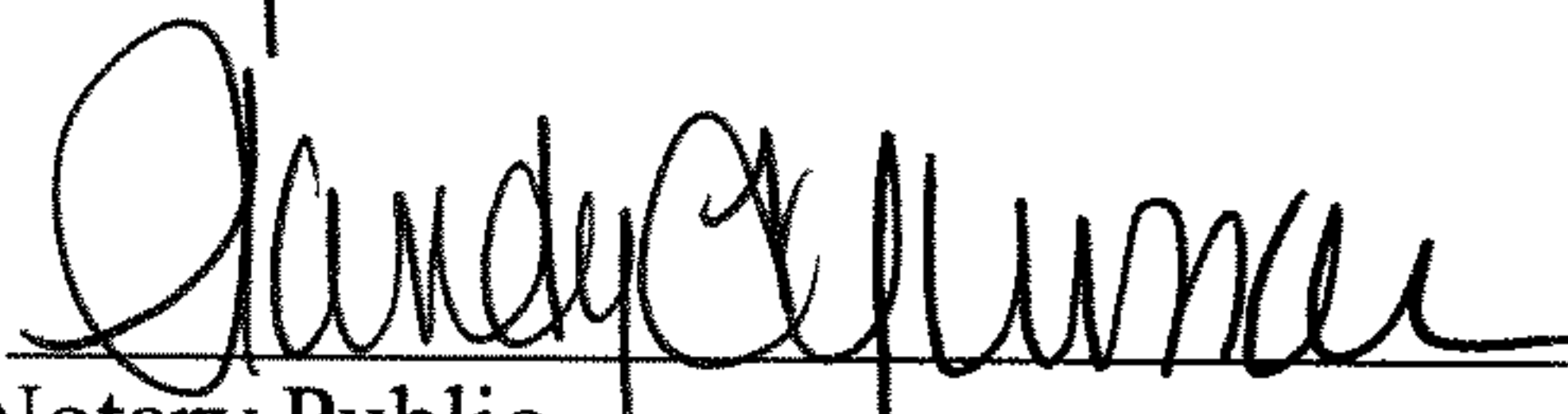

Zachery V. White

STATE OF Alabama)
COUNTY OF Shelby)

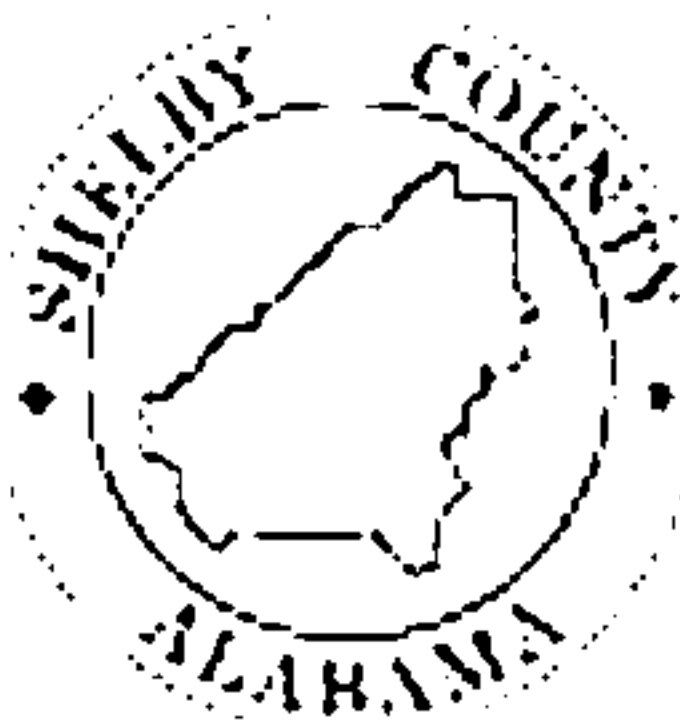
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Zachery V. White, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 19th day of April, 2019.




Notary Public
My Commission Expires: 1/22/23

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/22/2019 10:18:19 AM
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