

STATE OF ALABAMA)
COUNTY OF ~~JEFFERSON~~)
SHELBY

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**AGREEMENT AND CONVEYANCE
OF EASEMENT APPURTENANT**

This Agreement is made and entered into this 3rd day of June 2020, by and between Donald R. Murphy (hereinafter "Grantor") and Spygrass Exterior Living, Inc. (hereinafter "Grantee").

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

A parcel of land in the SW ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the southwest corner of Section 13, Township 20 South, Range 3 West and run thence easterly along the south line of said section a distance of 513.53'; thence turn 100°18'51" left and run northerly a distance of 136.51' feet to the point of beginning of the property being described; thence continue along last described course a distance of 164.55'; thence turn 101°16'18" right and run easterly a distance of 121.00'; thence turn 91°43'00" right and run southerly a distance of 161.43' to a point on the northerly margin of Cummings Street; thence turn 88°16'03" right and run westerly along said margin a distance of 10.00"; thence turn 91°43'57" right and run northerly a distance of 161.43' to the Point of Beginning.

(hereinafter "Servient Estate");

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

A tract of land situated in the SW ¼ of the SW ¼ of Section 13, Township 20 South, Range 3 West, being more particularly described as follows:

Commence at the SW corner of the SW ¼ of Section 13, Township 20 South, Range 3 West and run Easterly along the South line of said Section 13, 363.00 feet; thence turn left 99 deg. 50 min. 30 sec. and run Northwesterly, 118.84 feet; thence turn left 0 deg. 28 min. and run Northwesterly 20.00 feet; thence turn right 101 deg. 15 min. and run Easterly 234.00 feet to a point on the North right of way of Cummins Street and the Point of beginning; thence continue along the last described course along said right of way 163.45 feet to a point on the Westerly right of way of U.S. hwy #31; thence turn left 103 deg. 10 min. 41 sec. and run Northwesterly along said right of way 99.29 feet; thence turn left 85 deg. 33 min. 11 sec. and run Southwesterly, 102.21 feet, thence turn right 06 deg 39 min. 17 sec. and run Northwesterly 37.42 feet; thence turn left 86 deg. 12 min. 25 sec, and run Southwesterly, 79.84 feet to the Point of Beginning; being situated in Shelby County, Alabama.

(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 or parking lot 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:

Commence at the SW corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; thence easterly along the South line of said section a distance of

513.53'; thence turn 100°18'51" left and run northerly a distance of 301.06'; thence turn 101°16'18" right and run easterly a distance of 111.00' to the Point of Beginning; thence continue along last described course a distance of 10.00'; thence turn 91°43'00" right and run southerly a distance of 161.43' to a point on the northerly margin of Cumming's Street; thence turn 88°16'03" right and run westerly along said margin a distance of 10.00'; thence turn 91°43'57" right and run northerly a distance of 161.43' to the Point of Beginning.

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 3rd day of June, 2020.

GRANTOR:

Donald R. Murphy
Donald R. Murphy

STATE OF ALABAMA)
COUNTY OF ~~JEFFERSON~~)
SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald R. Murphy, 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 10th day of June

Michael D. Dailey
Michael D. Dailey
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Comm. Expires May 17, 2022

Notary Public

My Commission Expires: 5-17-22

GRANTEE:

Susan S. Romei

Spygrass Exterior Living, Inc.

By: Susan S. Romei

Its: Authorized Agent

STATE OF ALABAMA)
COUNTY OF ~~JEFFERSON~~)
Shelby

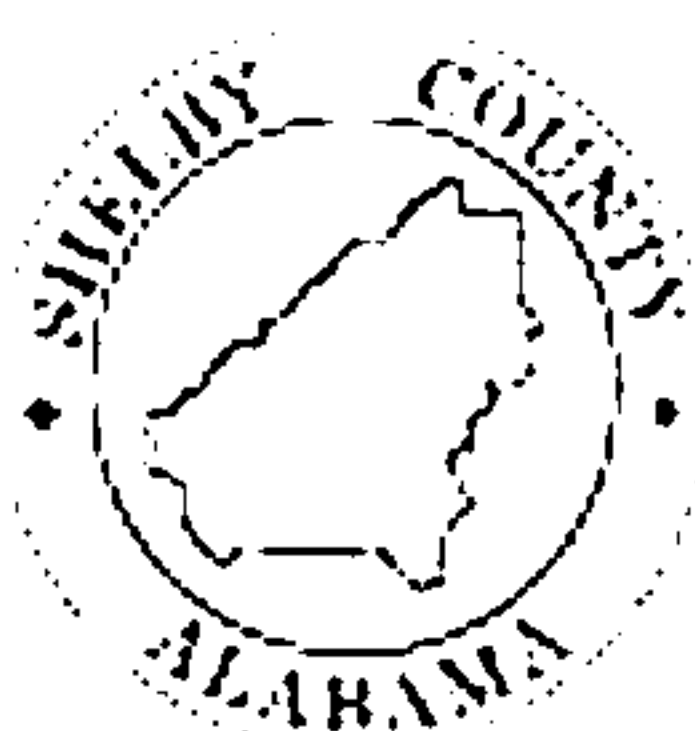
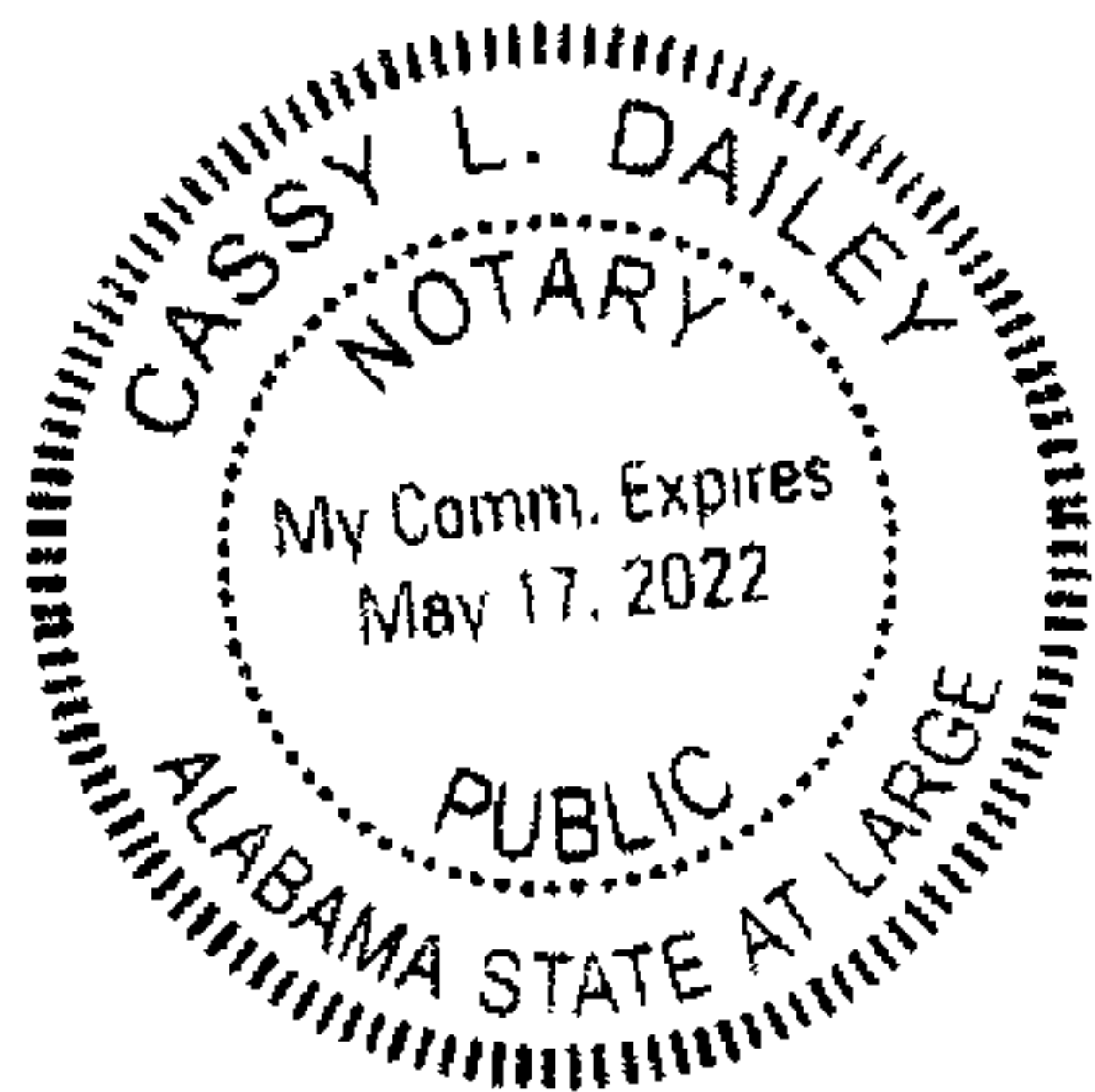
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Susan S. Romei, Authorized Agent of Spygrass Exterior Living, Inc., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she executed the same voluntarily on the day the same bears date for said corporation.

Given under my hand and seal this 12th day of June, 2020.

Cassy L. Dailey

Notary Public

My Commission Expires: 5-17-22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/01/2020 10:59:08 AM
\$29.00 CHARITY
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Alvin S. Bayl