

This instrument prepared by:

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STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



20201218000582460 1/5 \$37.00
Shelby Cnty Judge of Probate, AL
12/18/2020 01:14:46 PM FILED/CERT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned, the receipt of which is acknowledged, the undersigned **CLEAR PRONG PARTNERS, LLC**, an Alabama limited liability company; **MUDDY PRONG CREEK PROPERTIES, LLC**, an Alabama limited liability company; and **MOORE MOUNTAIN DEVELOPMENT, LLC**, an Alabama limited liability company (hereinafter and together the “**Grantor**”), does hereby grant, bargain, sell and convey unto **HANBURY PROPERTIES, LLC**, an Alabama limited liability company (hereinafter “**Grantee**”) an easement for ingress, egress, and utilities in, on, over and under the real estate described on *Exhibit A* which is attached hereto and incorporated herein in Shelby County, Alabama.

This easement is for the express purpose of conveying to the Grantee, its successors and assigns, a permanent easement appurtenant for vehicular and pedestrian ingress and egress to and from the property presently owned by the Grantee, together with the right to attach to and install any reasonably necessary utilities therein, subject to any restrictions placed upon the easement property as reflected in those certain Conservation Easements over the property of certain of the Grantors, specifically, Instrument #20191230000481160 and Instrument #20191217000465470.

TO HAVE AND TO HOLD the Property, unto Grantee, its successors and assigns forever.

WITNESS our hands and seals this 15th day of December 2020.

GRANTOR:

CLEAR PRONG PARTNERS, LLC

By: Smith Development & Management, LLC
As its: Manager

By: 
As its: Manager

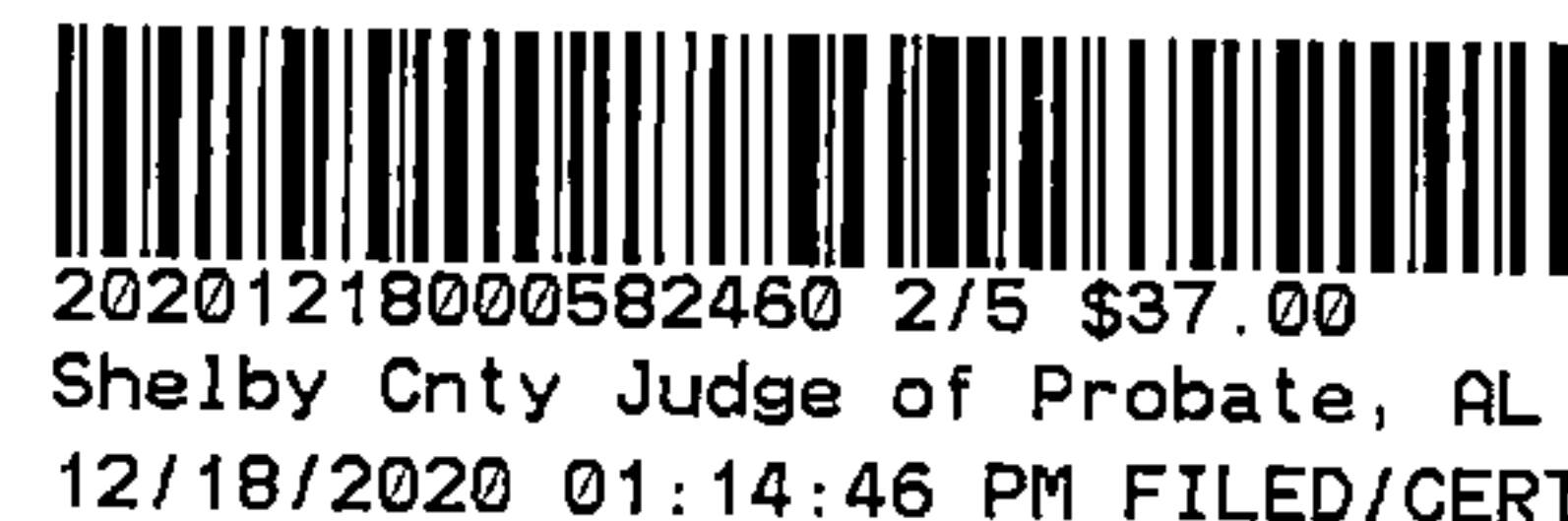
STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jeffrey L. Smith**, as the **Manager** of **Smith Development & Management, LLC**, an Alabama limited liability company, which is the **Manager** of **Clear Prong Partners, LLC**, an Alabama limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed the contents of said document, he, as an officer and with full authority, executed the same voluntarily for and as the act of said company on the date below.

Subscribed and sworn to before me on this 16th day of December 2020.




Notary Public
My Commission Expires: 5-1-2023




[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO EASEMENT CONTINUED]

MUDDY PRONG CREEK PROPERTIES, LLC

By: Smith Development & Management, LLC
As its: Manager



By: Jeffrey L. Smith
As its: Manager


STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jeffrey L. Smith**, as the **Manager** of **Smith Development & Management, LLC**, an Alabama limited liability company, which is the **Manager** of **Muddy Prong Creek Properties, LLC**, an Alabama limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed the contents of said document, he, as an officer and with full authority, executed the same voluntarily for and as the act of said company on the date below.

Subscribed and sworn to before me on this 16th day of December 2020.




Notary Public
My Commission Expires: 5-1-2023


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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO EASEMENT CONTINUED]

MOORE MOUNTAIN DEVELOPMENT, LLC

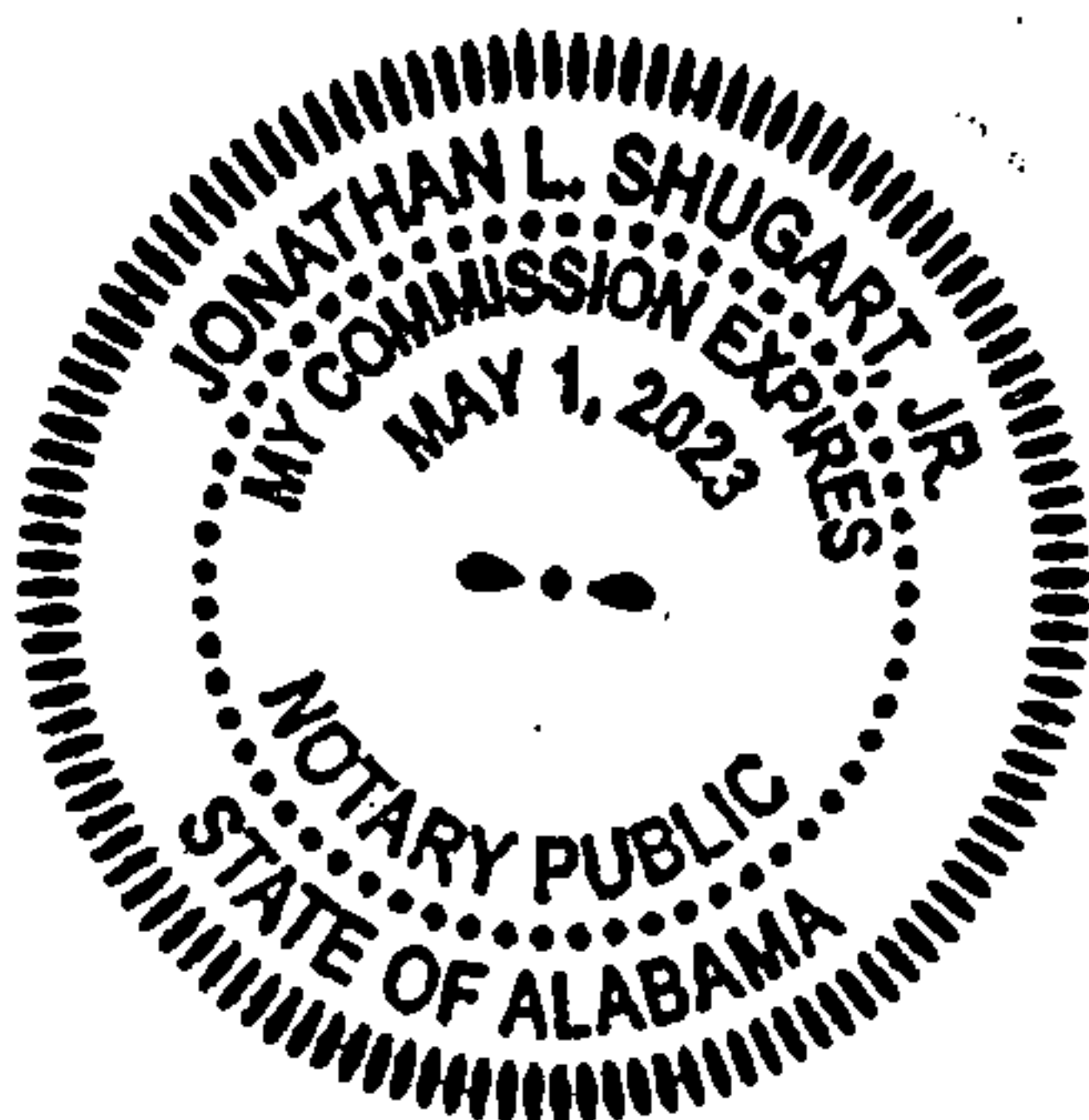
By: Smith Development & Management, LLC
As its: Manager

By: Jeffrey L. Smith
As its: Manager

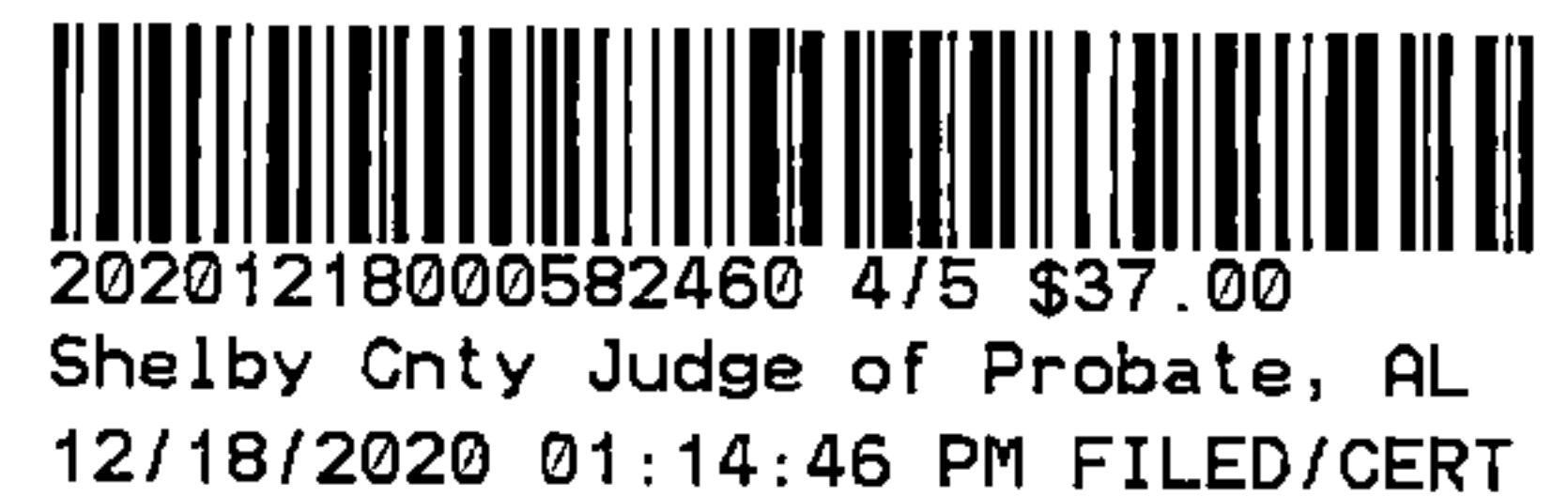
STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jeffrey L. Smith**, as the **Manager** of **Smith Development & Management, LLC**, an Alabama limited liability company, which is the **Manager** of **Moore Mountain Development, LLC**, an Alabama limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed the contents of said document, he, as an officer and with full authority, executed the same voluntarily for and as the act of said company on the date below.

Subscribed and sworn to before me on this 5th day of December 2020.



Jonathan L. Shugart, Jr.
Notary Public
My Commission Expires: 5-1-2023



[END OF SIGNATURES; EXHIBIT A FOLLOWS]

EXHIBIT A

Legal Description of Easement

A PERMANENT 50 FOOT EASEMENT FOR INGRESS AND EGRESS being 25 feet in equal width on each side of the following described line: Commence at a ½" rebar in place (PLS# 30819) being the Northwest corner of the Southwest one-fourth of the Southwest one-fourth of Section 25, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 87° 53' 09" West along the South boundary of said Northeast one-fourth of the Southeast one-fourth for a distance of 141.76 feet (set ½" rebar CA-0114-LS); thence proceed North 04° 12' 19" West for a distance of 275.32 feet (set ½" rebar CA-0114-LS); thence proceed North 69° 43' 58" East for a distance of 397.22 feet to the centerline of said proposed permanent 50 foot easement, said point being the point of beginning. From this beginning point proceed South 24° 52' 42" East along the centerline of said proposed permanent 50 foot easement for a distance of 93.46 feet; thence proceed South 13° 35' 27" East along the centerline of said proposed permanent 50 foot easement for a distance of 150.73 feet; thence proceed South 06° 37' 18" East along the centerline of said proposed permanent 50 foot easement for a distance of 172.74 feet; thence proceed South 04° 20' 14" West along the centerline of said proposed permanent 50 foot easement for a distance of 218.26 feet; thence proceed South 05° 57' 38" East West along the centerline of said proposed permanent 50 foot easement for a distance of 247.37 feet; thence proceed South 08° 57' 33" West along the centerline of said proposed permanent 50 foot easement for a distance of 151.78 feet; thence proceed South 20° 33' 31" West along the centerline of said proposed permanent 50 foot easement for a distance of 129.62 feet; thence proceed South 36° 00' 03" West along the centerline of said proposed permanent 50 foot easement for a distance of 190.76 feet; thence proceed South 41° 33' 19" West along the centerline of said proposed permanent 50 foot easement for a distance of 511.02 feet; thence proceed South 22° 27' 35" West along the centerline of said proposed permanent 50 foot easement for a distance of 109.92 feet; thence proceed South 01° 45' 57" East along the centerline of said proposed permanent 50 foot easement for a distance of 308.21 feet; thence proceed South 09° 58' 32" West along the centerline of said proposed permanent 50 foot easement for a distance of 207.76 feet to a point on the Northerly right-of-way of Rock School Road and the termination of said easement.



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