

This instrument was prepared by:  
Justin Smitherman, Esq.  
173 Tucker RD STE 201  
Helena, AL 35080

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05/13/2022 02:28:48 PM  
ESMTAROW 1/4

STATE OF ALABAMA  
SHELBY COUNTY

}

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of ONE (\$1.00) DOLLAR, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Ryan S. Gregory and Riva J. Gregory, husband and wife** (hereinafter referred to as GRANTOR whether one or more), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Christopher R. Copeland** (hereinafter referred to as GRANTEE whether one or more), a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

REFERENCE IS HEREBY MADE TO THE LEGAL DESCRIPTION CONTAINED WITHIN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HERewith, AS THOUGH FULLY SET OUT HEREIN.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

The Easement granted hereby shall be for ingress and egress and any other use related thereto, upon, under, and over the Property described above to provide ingress and egress to the property owned by GRANTEE. This Easement benefits GRANTEE'S property further described in EXHIBIT "B" attached hereto and incorporated herewith and shall run with the land. This Easement burdens GRANTOR'S property and shall run with the land. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner(s) of the Property and the Easement. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

TO HAVE AND TO HOLD, the said Easement and right of way unto the said GRANTEE, and GRANTEE'S heirs and assigns, forever.


AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that GRANTOR shall not interfere with GRANTEE'S construction and maintenance of waterlines and/or utilities within the Easement; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except

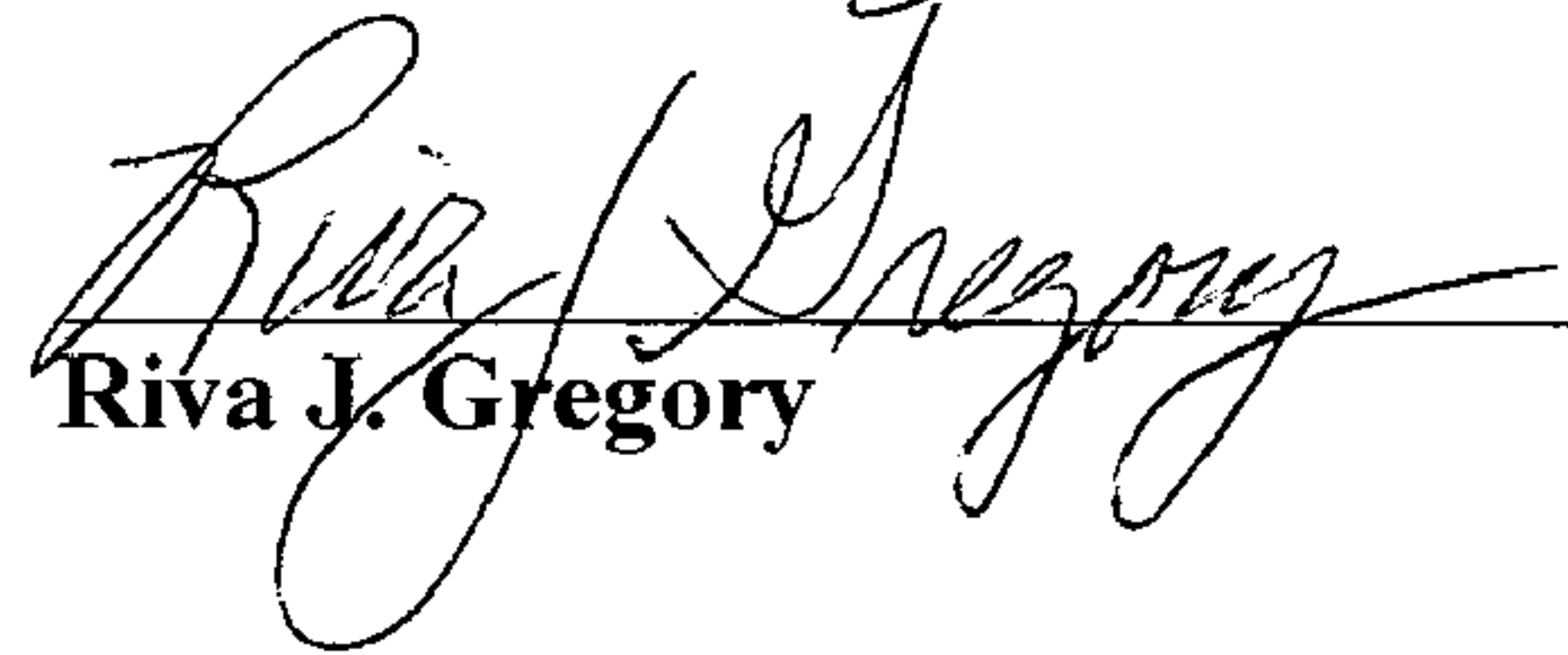
for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

THIS EASEMENT WAS PREPARED FROM DATA FURNISHED BY THE GRANTOR. NO TITLE EXAMINATION WAS REQUESTED OR UNDERTAKEN, THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF TITLE ON THIS PROPERTY, HAS NOT BEEN EMPLOYED TO DO SO, AND ACTS ONLY AS THE DRAFTER OF THIS INSTRUMENT.

Actual consideration paid by GRANTEE is One (\$1.00) Dollar according to the sales contract.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his/her/their hand(s) and seal(s) this, the 13 day of May, 2022.

  
\_\_\_\_\_  
Ryan S. Gregory

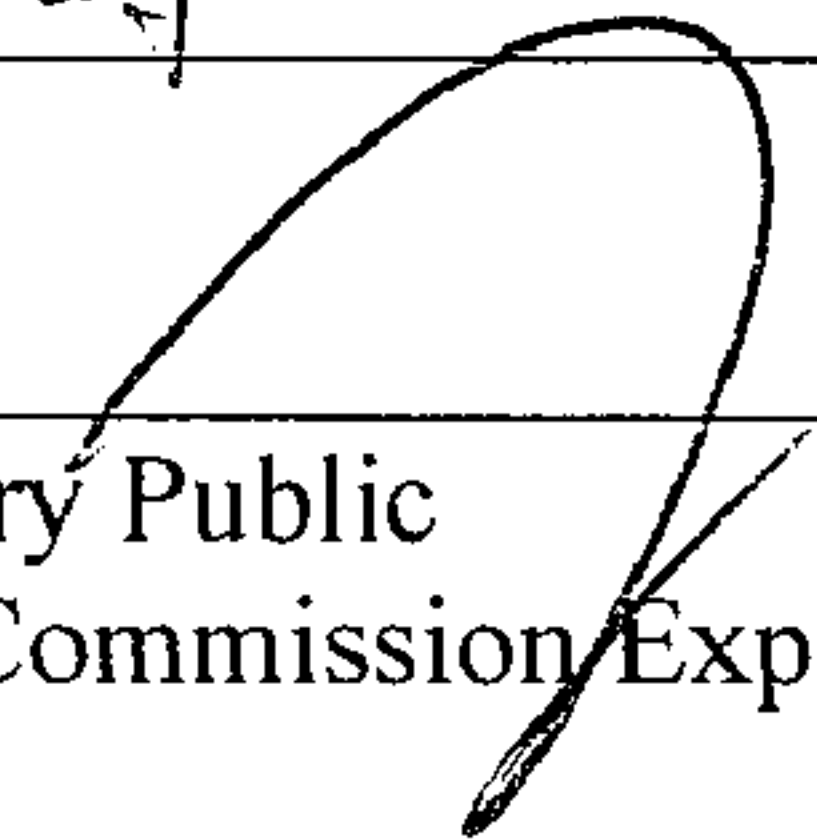
  
\_\_\_\_\_  
Riva J. Gregory

STATE OF ALABAMA  
Shelby COUNTY

} SS:

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Ryan S. Gregory** and **Riva J. Gregory**, whose name(s) is/are signed to the foregoing agreement and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he/she/they signed his/her/their name(s) voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 13 day of May, 2022.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/6/25

JUSTIN SMITHERMAN  
Notary Public, Alabama State At Large  
My Commission Expires Jan. 6, 2025

**EXHIBIT A**

An easement for ingress, egress & utilities situated in the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence S 88°43'59" E a distance of 94.71'; thence N 00°15'16" E a distance of 526.39'; thence S 89°44'44" E a distance of 637.67'; thence N 16°07'06" E a distance of 542.49'; thence N 75°58'01" E a distance of 65.51' to the Point of Beginning of the described easement; thence N 01°57'21" E a distance of 105.90'; thence N 61°25'01" E a distance of 41.72'; thence S 75°39'55" E a distance of 49.60'; thence S 74°41'38" W a distance of 38.17'; thence S 46°30'08" W a distance of 39.33'; thence S 00°48'16" W a distance of 61.76'; thence S 35°14'55" W a distance of 13.51'; thence S 75°58'01" W a distance of 14.73' to the Point of Beginning.

The described easement contains 3,490 square feet.

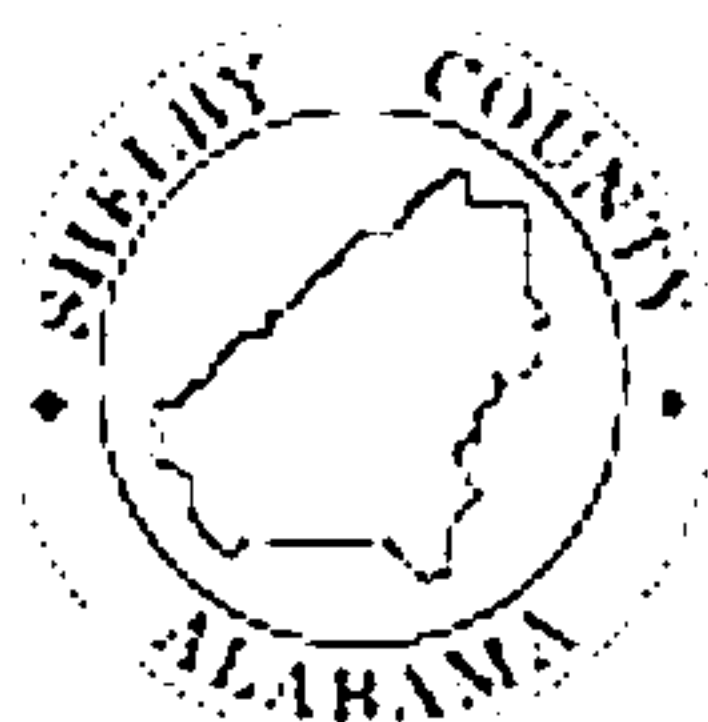
**EXHIBIT B**

A parcel of land situated in the W 1/2 of the SE 1/4 and the NE 1/4 of the SW 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SW corner of the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N 88°43'59" W a distance of 206.28' to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: N 28°53'34" W a distance of 64.84'; N 40°56'40" W a distance of 100.49'; N 00°09'43" W a distance of 388.85'; thence S 89°44'44" E and leaving the centerline of said branch, a distance of 1,054.81'; thence N 16°07'06" E a distance of 529.59'; thence N 75°58'01" E a distance of 77.18'; thence N 35°14'55" E a distance of 23.73'; thence N 00°48'16" E a distance of 34.36' to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances: N 77°56'02" E a distance of 122.51'; S 81°50'28" E a distance of 45.68'; S 54°29'29" E a distance of 100.19'; thence S 30°15'04" E a distance of 88.02' to a point on the West right of way of Shelby County Highway #17; thence S 00°10'48" W along said right of way a distance of 47.41'; thence along said right of way with a curve turning to the right with an arc length of 82.59, with a radius of 5,689.78', with a chord bearing of S 03°06'48" W, with a chord length of 582.34'; thence S 06°02'48" W along said right of way a distance of 357.10'; thence along said right of way with a curve turning to the right with an arc length of 153.52', with a radius of 2,824.79', with a chord bearing of S 07°36'13" W, with a chord length of 153.50'; thence N 79°53'31" W along said right of way a distance of 35.02'; thence S 09°24'37" W along said right of way a distance of 40.87' to a point in the centerline of a branch; thence N 72°09'32" W along the centerline of said branch, a distance of 37.30' to a point in the centerline of Beaverdam Creek; thence S 22°10'52" W along said centerline, a distance of 150.92'; thence S 59°55'39" W along said centerline, a distance of 57.21'; thence N 89°17'56" W and leaving said centerline, a distance of 999.31'; thence N 00°54'40" W a distance of 327.95' to the point of beginning.

Together with a 30' ingress, egress & utilities easement situated in the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N 88°43'59" W a distance of 206.28' to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: N 28°53'34" W a distance of 64.84'; N 40°56'40" W a distance of 100.49'; N 00°09'43" W a distance of 388.85'; thence S 89°44'44" E and leaving the centerline of said branch, a distance of 1,054.81' to the Point of Beginning of a 30' ingress, egress & utilities easement lying 15' to either side of the following described centerline: N 16°07'06" E a distance of 529.59'; N 75°58'01" E a distance of 77.18'; N 35°14'55" E a distance of 23.73'; N 00°48'16" E a distance of 34.36'; N 00°48'16" E a distance of 25.74'; N 46°30'08" E a distance of 29.25'; N 74°41'38" E a distance of 187.61'; S 65°09'23" E a distance of 98.15', more or less, to a point on the West right of way of Shelby County Highway #17, said point being the Point of Ending of the centerline of said easement.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allie S. Bayl*