

STATE OF ALABAMA)
SHELBY COUNTY)

BRIDGE EASEMENT

This Indenture is given this the 12th day of August, 2022 by **Warren K. Bailey** ("Grantor") to **Sunny R. Clowdus** ("Grantee").

WHEREAS, the Grantor is seized in fee simple of certain real property located in Shelby County, Alabama; and

WHEREAS, the Grantee is seized in fee simple of certain adjoining real property located in Shelby County, Alabama; and

WHEREAS, the real property owned by the parties can be accessed from Shelby County Highway 41 via an existing prescriptive easement known as Winding Stair Trail and by crossing (when passable) Shoal Creek immediately upstream of a bridge built and owned by Grantor (the "Bridge"); and

WHEREAS, the real property owned by the parties can also be accessed across Shoal Creek by the Bridge; and

WHEREAS, it is the desire of the Grantor to provide an Easement to and across the Bridge to Grantee's property in order to make it more easily accessible by passenger vehicles and pedestrians, particularly during times when crossing Shoal Creek may be difficult and/or potentially dangerous due to high water;

NOW, THEREFORE, in consideration of \$10.00 and other consideration in hand paid by Grantee to Grantor, the sufficiency of which is hereby acknowledged, Grantor does hereby bargain, grant, sell and convey unto Grantee the following Easement:

1. The Grantor grants a perpetual and non-exclusive easement to Grantee for the benefit of the Grantee and her successors, assigns, invitees, licensees, agents, employees, and

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visitors (collectively "Permittees"), for the purpose of ingress and egress by pedestrians and passenger vehicles for ordinary residential use, uses consistent with such residential use, and as otherwise consistent with the current use of Winding Stair Trail, said Easement being more particularly described as follows:

Legal Description contained on Exhibit "A" attached hereto.

2. The Easement provided in Paragraph 1 above is over the real property described, and specifically includes the Bridge located within the legal description.

3. The real property owned by Grantee to which this easement is provided includes the following described parcels:

Legal Descriptions contained on Exhibit "B" attached hereto.

4. The Grantor also reserves the right to himself and his invitees, licensees, agents, employees, successors and assigns to use the easement for any lawful purpose.

5. The Easement shall, at the time of execution, be in condition suitable for use by passenger vehicles consistent with the purpose of the Easement. The Grantor shall not be obligated to perform maintenance hereafter. Grantee (as well as others legally permitted to use the Easement) may maintain the Easement as is reasonably necessary for its purpose.

6. Notwithstanding anything stated herein to the contrary, nothing in this instrument shall prohibit or estop Grantor from expanding the Bridge, subject to applicable county and/or municipal restrictions and approvals and/or existing prescriptive rights, if any. Likewise, nothing in this instrument shall prevent Grantor, upon dedication and acceptance by any and all applicable governmental authorities, from conveying the Easement, specifically, but not limited to the Bridge, to the County or a municipality for use as part of an approved public road or right of way, at which time the easement would terminate.

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7. Each party shall assume his or her or their individual risk of loss, damage or destruction to personal property or any other liability to any person or persons that may occur on or within the Easement and which resulted from or was alleged to have resulted from any act or action by a party hereto. This shall in no way diminish the responsibility for any third person who shall cause any injury to property or damage to person.

8. To the fullest extent allowed by law, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES) LIABILITIES, ACTIONS AND DAMAGES (COLLECTIVELY, "CLAIMS") BY OR ON BEHALF OF ANY PERSON OR PERSONS ARISING IN CONNECTION WITH THE GRANTEE'S OR THE GRANTEE'S INVITEES, LICENSEES, AGENTS, EMPLOYEES, AND VISITORS USE OF THE BRIDGE. The foregoing shall include, but not be limited to, all occupants, partners, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, and licensees of Grantees or Grantee's occupants.

9. The Grantor shall pay property taxes that may be assessed on the real property underlying the Easement herein granted.

10. The Grantor acknowledges he is the lawful fee simple owner of the property underlying the Easement, subject to any existing prescriptive easement rights. By granting the Easement, he specifically reserves all legal rights in said property to himself, subject to any existing prescriptive easement rights, and the granting of the Easement does not establish any legal right or title to the said underlying real property, except as provided in this Easement and subject to any existing prescriptive easement rights. Similarly, the Grantee accepts the Easement on the condition that she makes no possessory or adverse

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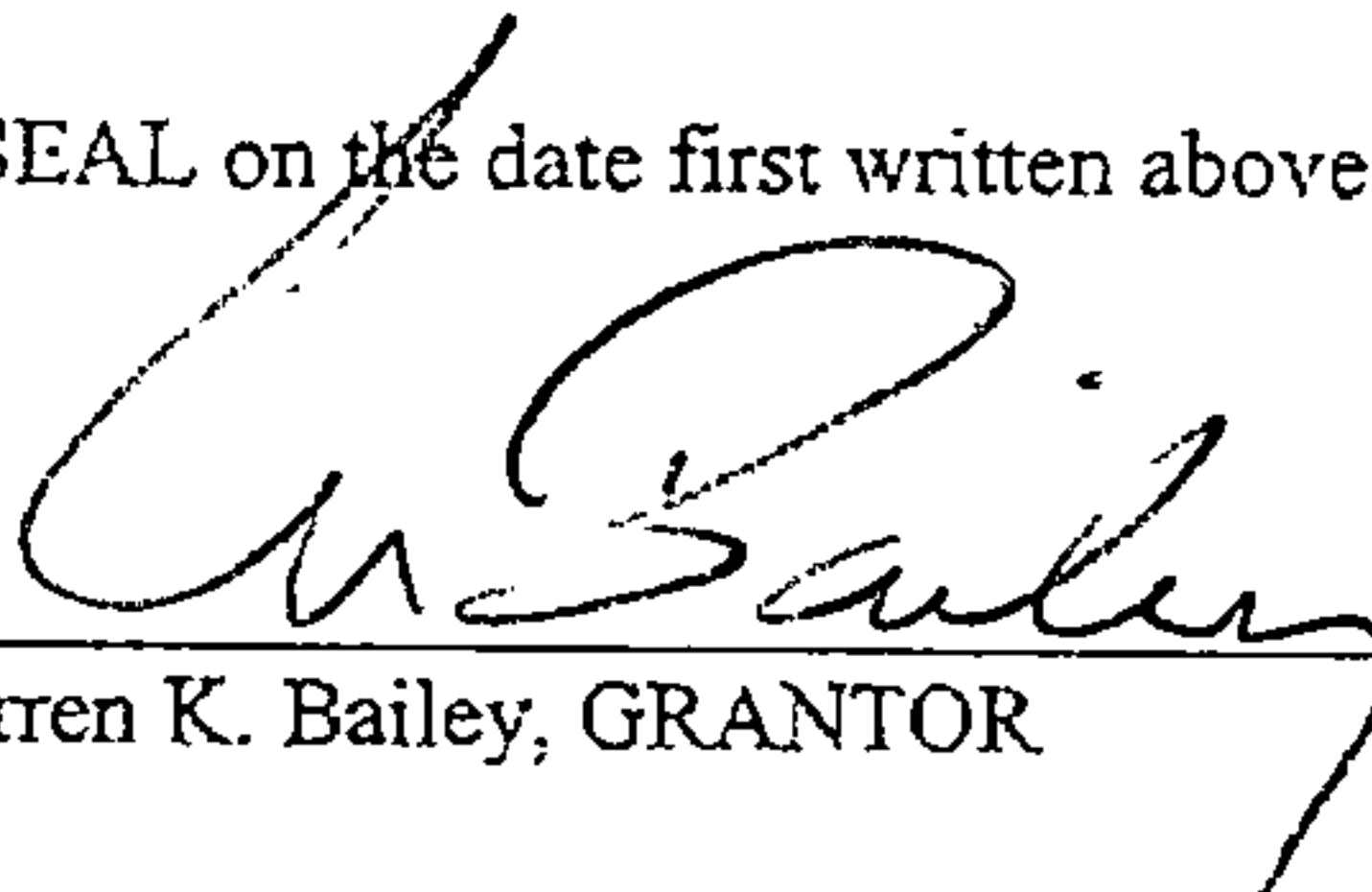
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possession claim to the underlying title except as may be part of any existing prescriptive easement along the roadway commonly known as Winding Star Trail, and that the granted Easement is only for the purposes herein stated.

11. This Easement shall be subject to any restrictions or covenants of record which may exist as an encumbrance on the underlying real property. However, no party shall take any action that shall create any additional encumbrance on the rights or operation of the Easement herein granted.

12. Except as expressly stated herein, this Easement shall be in perpetuity, shall run with the land, and shall be binding upon the heirs, executors, administrators, successor and assigns of the Grantor and Grantee, including any future owner or owners of the respective underlying real property or the real property owned by the Grantee for which the within Easement is granted.

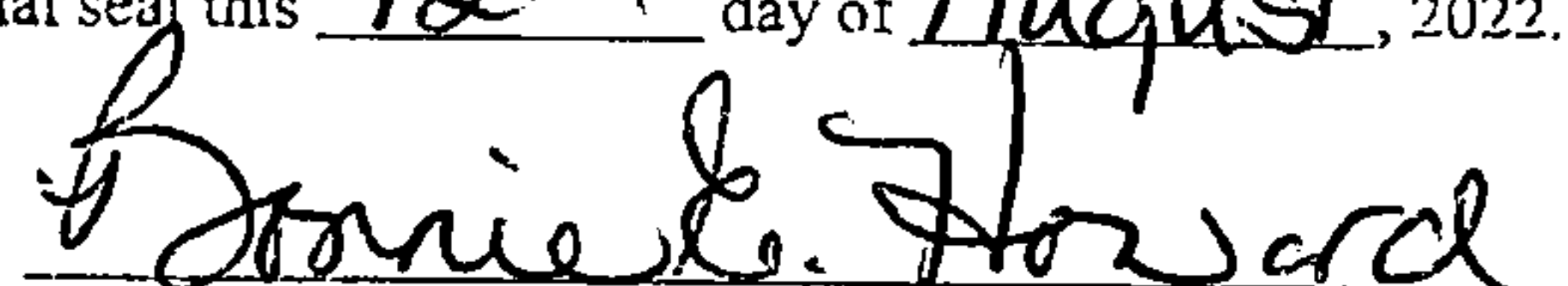
WITNESS OUR HANDS AND SEAL on the date first written above.


Warren K. Bailey, GRANTOR

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, herby certify that Warren K. Bailey, and unmarried person, whose name is signed to the foregoing perpetual, and non-exclusive easement for ingress and egress, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same beard date.

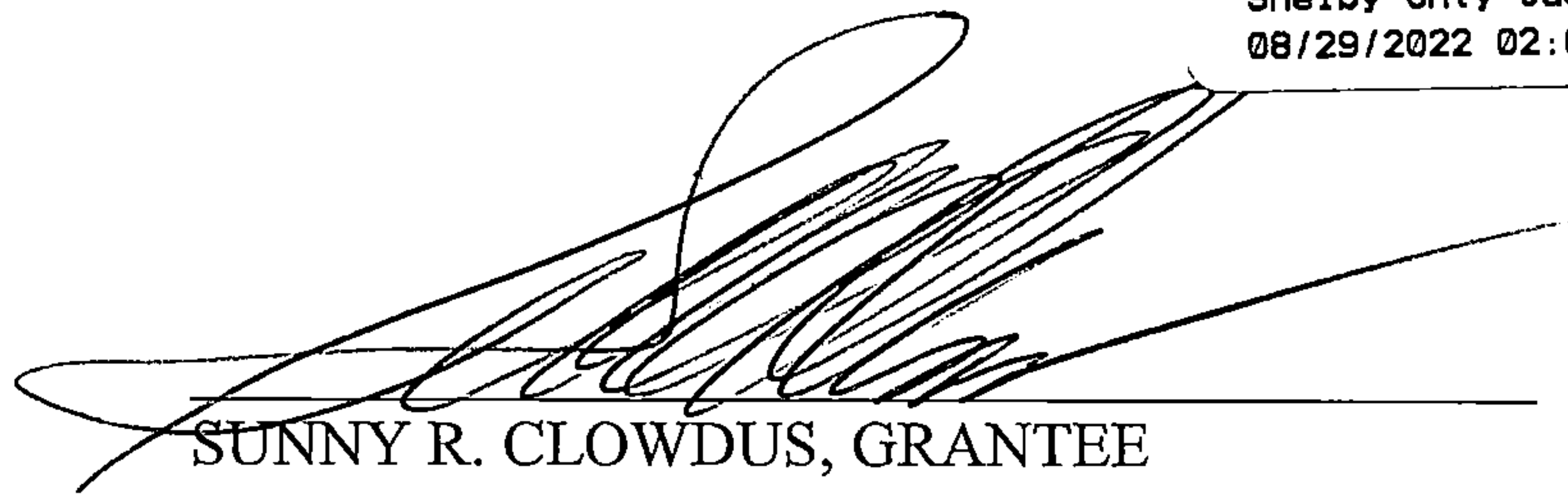
Given under my hand and official seal this 12th day of August, 2022.


Notary Public

My Commission Expires:

9/21/2024

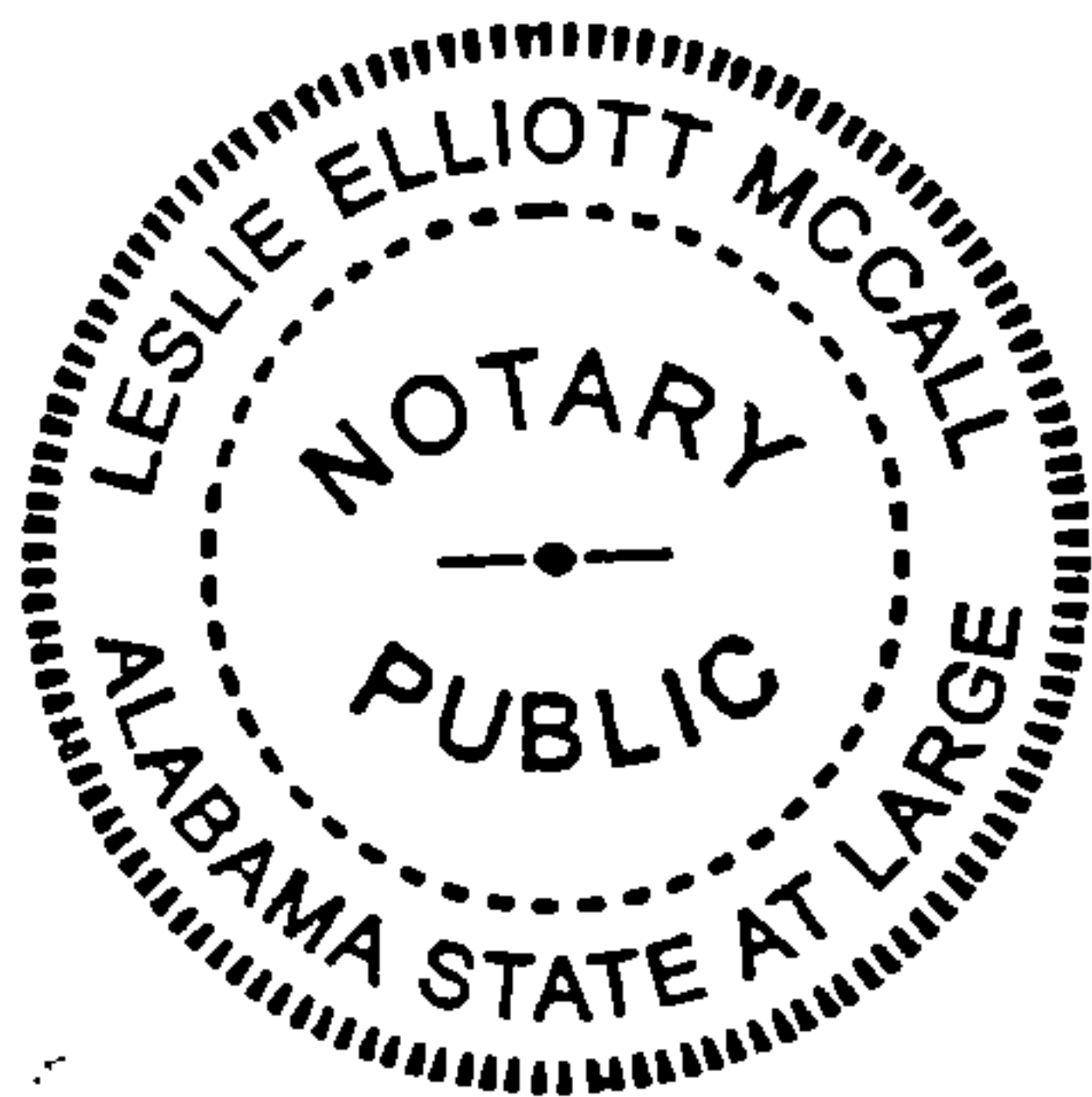
Handwritten notes:
S/10/22


SUNNY R. CLOWDUS, GRANTEE

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, herby certify that Sunny R. Clowdus, and unmarried person, whose name is signed to the foregoing perpetual and non-exclusive easement for ingress and egress, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same beard date.

Given under my hand and official seal this 8 day of August, 2022.

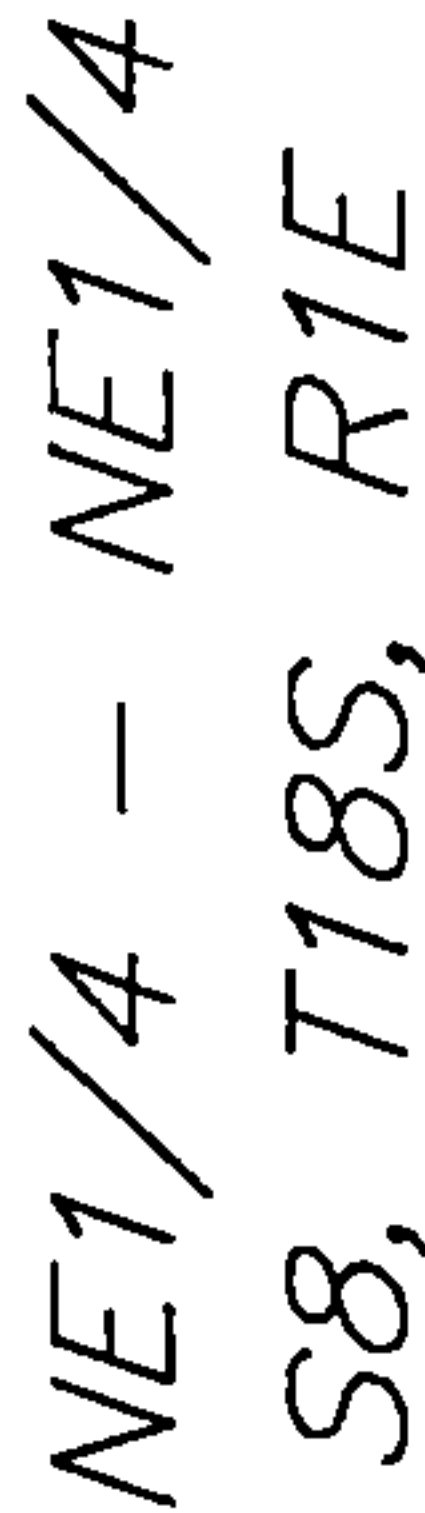
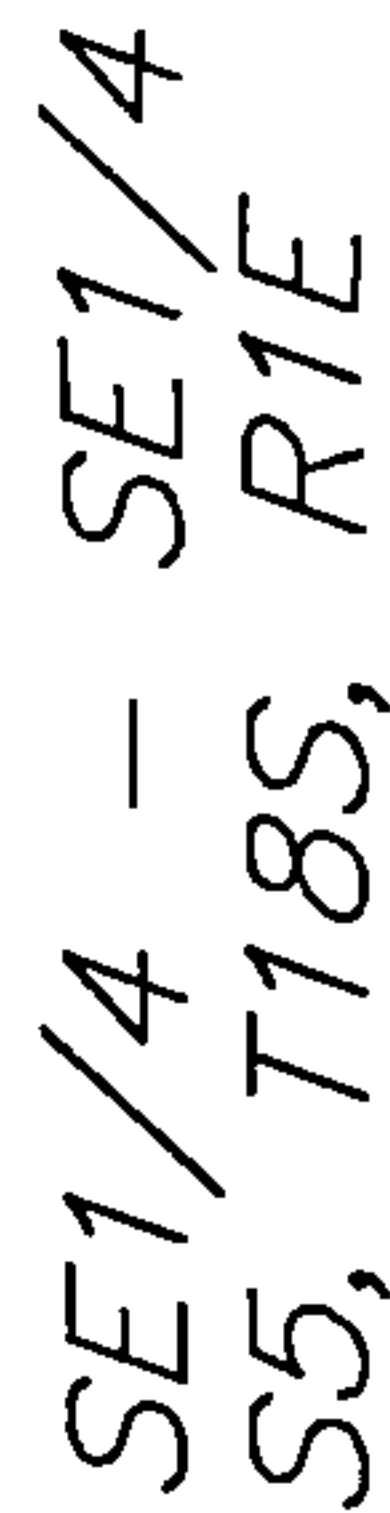



Notary Public

My Commission Expires: 01/20/24

18/22

SW1/4 - SW1/4
S4, T18S, R1E



I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Jerry O. Perry, PLS Alabama License Number: 12697

05309170N

State of Alabama
Shelby County

An easement, 14 feet in width, situated in the NW1/4 of the NW1/4, Section 9, Township 18 South, Range 1 East, Huntville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

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EXHIBIT A
to Bridge Easement



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State of Alabama

Shelby County

An easement, 14 feet in width, situated in the NW1/4 of the NW1/4, Section 9, Township 18 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at a five-eighths inch rebar presently marking the Northwest Corner of said quarter-quarter section; thence S0°50'12"W, along and with the West line of said quarter-quarter section, 190.82 feet to a point in Winding Stair Trail, the centerline of an un-paved drive and the point of beginning of the centerline of an easement, 14 feet in width, lying 7 feet on each side of the following described centerline:

thence along and with an existing un-paved drive the following 25 courses and distances: S19°24'07"E, leaving said West quarter-quarter section line and along and with the centerline of said easement, 55.65 feet to a point; thence S30°05'59"E 50.54 feet to a point; thence S18°46'22"E 14.45 feet to a point; thence S6°05'15"E 20.68 feet to a point; thence S0°29'21"W 30.36 feet to a point; thence S0°52'10"W 31.15 feet to a point; thence S11°19'50"W 44.78 feet to a point; thence S14°58'11"W 16.93 feet to a point; thence S8°33'12"W 39.26 feet to a point; thence S0°35'06"W 36.75 feet to a point; thence S5°30'56"E 28.24 feet to a point; thence S10°58'28"E 33.35 feet to a point; thence S7°06'50"E 33.30 feet to a point; thence S4°17'30"W 31.92 feet to a point; thence S9°54'13"W 56.86 feet to a point; thence S1°04'18"W 40.17 feet to a point; thence S1°30'04"E 51.78 feet to a point; thence S2°12'02"W 39.80 feet to a point; thence S10°36'11"E 58.99 feet to a point; thence S1°16'59"E 38.61 feet to a point; thence S14°47'03"W 129.29 feet to a point; thence S12°10'10"W 40.44 feet to a point; thence S6°33'44"W 32.06 feet to a point; thence S1°36'32"W 145.20 feet to a point; thence S25°41'03"W 21.41 feet to a point on said West quarter-quarter line and in said Winding Stair Trail, said point being the point of ending of said centerline and said easement.

The sidelines of this easement shall be lengthened or shortened at the point of beginning and at the point of ending to coincide with the said West quarter-quarter section line.

EXHIBIT B to "BRIDGE EASEMENT"

SONNY CLOWDUS BENEFITTED PROPERTY

Parcel 1



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LEGAL DESCRIPTION

Begin at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 8, Township 18 South, Range 1 East; thence run Northerly along the East line thereof for 988.86 feet to the centerline of Shoal Creek; thence (along the centerline of said creek the following courses) 33° 25' 37" left run 330.45 feet; thence 69° 32' 49" left run 508.08 feet; thence 40° 46' 41" left run Southwesterly 131.59 feet; thence 14° 46' 30" left run Southwesterly along said creek 88.98 feet; thence (leaving said creek) 115° 18' 34" right run Northwesterly 195.91 feet; thence 9° 22' 33" right run Northwesterly 437.55 feet to the Southerly right of way of Shelby County Highway #41; thence 65° 10' 47" left run Westerly along said Highway for 71.62 feet; thence 114° 49' 13" left run Southeasterly 472.94 feet; thence 9° 22' 22" left run 231.98 feet to the centerline of said Shoal Creek; thence (along said creek the following described courses) 35° 20' 33" right run Southerly 96.89 feet; thence 36° 06' 41" right run Southwesterly 226.41 feet; thence 13° 15' 25" left run 365.68 feet; thence 11° 22' 15" left run 295.65 feet; thence 33° 59' right run Southwesterly 389.90 feet; thence 9° 40' 05" left run along said creek 160.38 feet to the West line of the Southeast quarter of the Northeast quarter of said Section; thence 28° 05' 56" left run Southerly along the West line of last said quarter-quarter section for 357.61 feet; thence 89° 43' 03" left run Easterly 1330.38 feet to the East line of said quarter-quarter section; thence 90° 00' 44" left run Northerly along the East line of last said quarter-quarter section for 857.24 feet to the Point of Beginning.

Less and Except

Commence at the SE corner of the NE 1/4 of the NE 1/4 of Section 8, Township 18 South, Range 1 East; thence run North along the East line thereof for 299.75 feet; thence 93° 40' 53" left run Westerly 81.52 feet to the Point of Beginning; thence continue last described course for 498.40 feet; thence 78° 42' 43" right run Northwesterly 431.48 feet; thence 11° 14' 27" right run Northerly 62.33 feet; thence 24° 37' 30" left run Northwesterly 361.43 feet to the centerline of Shoal Creek; thence 51° 35' 16" right run Northwesterly along said creek for 142.44 feet; thence 41° 25' 32" right continue along said creek for 151.93 feet; thence 113° 48' 34" right run Southerly 92.68 feet; thence 95° 19' 42" left run Easterly 99.95 feet; thence 112° 17' 46" right run Southwesterly 270.34 feet; thence 85° 13' 21" left run Southeasterly 141.24 feet; thence 16° 22' 45" left run 142.52 feet to the centerline of a road; thence 75° 12' 51" right run Southerly along said road for 65.03 feet; thence 8° 49' 38" left continue along said road for 304.44 feet; thence 2° 51' 27" left for 108.47 feet to the Point of Beginning.

Together with that certain easement for ingress and egress as recorded in Deed Book 73, page 461.

Situated in Shelby County, Alabama.

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PARCEL II

Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 8, Township 18 South, Range 1 East; thence run Southerly along the east line thereof for 996.8 feet to an iron rod; thence 89°55'02" right run Westerly for 1330.48 feet to an iron pipe; thence 90°12'55" right run Northerly for 1019.60 feet to the NW corner of said 1/4-1/4 section; thence 0°40'44" left run Northerly along the west line of the SE 1/4 of the NE 1/4 of said Section for 443.51 feet; thence 90°16'57" right run Easterly for 1330.38 feet to the east line of last said 1/4-1/4 section; thence 90°01'19" right run Southerly for 470.50 feet to the point of beginning.

LESS AND EXCEPT A 45 FOOT EASEMENT DESCRIBED AS FOLLOWS:

Commence at the NE corner of the NE 1/4 of the SE 1/4 of Section 8, Township 18 South, Range 1 East; thence run Southerly along the east line thereof for 996.80 feet; thence 89°55'02" right run Westerly for 592.90 feet to the point of beginning; thence continue last described course for 737.58 feet; thence 90°12'55" right run Northerly for 45.0 feet; thence 89°39'20" right run Easterly for 751.80 feet; thence 107°38'47" right run Southwesterly for 48.0 feet to the point of beginning.

LESS AND EXCEPT

PARCEL I:

Begin at the SE Corner of the SE-1/4 of the NE-1/4 of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama; thence run Northerly along the east line thereof for 747.74 feet to the center of an existing drive; thence 134 Degrees 53 Minutes 50 Seconds Left run Southwesterly along said existing drive for 202.17 feet; thence 20 Degrees 19 Minutes 05 Seconds Right run Westerly for 182.16 feet; thence 22 Degrees 14 Minutes 06 Seconds Left run Southwesterly for 91.57 feet; thence 20 Degrees 07 Minutes 21 Seconds Right run Southwesterly for 242.55 feet; thence 10 Degrees 19 Minutes 42 Seconds Left run Southwesterly for 159.05 feet; thence 17 Degrees 31 Minutes 32 Seconds Left run Southwesterly for 141.72 feet; thence 21 Degrees 57 Minutes 18 Seconds Left run Southwesterly for 64.02 feet; thence 31 Degrees 34 Minutes 04 Seconds Left run Southwesterly for 196.23 feet; thence 85 Degrees 30 Minutes 10 Seconds Left run Easterly for 141.58 feet; thence 20 Degrees 20 Minutes 20 Seconds Right run Easterly for 333.07 feet; thence 58 Degrees 28 Minutes 58 Seconds Right run Southerly for 28.44 feet; thence 71 Degrees 24 Minutes 38 Seconds Left run Easterly for 298.89 feet to the East Line of the NE-1/4 of the SE-1/4 of said Section 8; thence 101 Degrees 34 Minutes 45 Seconds Left run Northerly along said East Line thereof for 352.18 feet to the Point of Beginning; being situated in Shelby County, Alabama. Containing 12.22 Acres.

Mineral and Mining Rights Excepted.

PARCEL II:

Commence at the NE Corner of the NE-1/4 of the SE-1/4 of Section 8, Township 18 South Range 1 East, Shelby County, Alabama; thence run Southerly along the East Line thereof for 996.80 feet; thence 89 Degrees 55 Minutes 02 Seconds Right run Westerly for 578.36 feet to the Point of Beginning; thence continue along the last described course for 762.13 feet to the West Line of said 1/4-1/4 Section; thence 90 Degrees 12 Minutes 55 Seconds Right run Northerly for 60.00 feet; thence 89 Degrees 47 Minutes 05 Seconds Right run Easterly for 360.00 feet; thence 75 Degrees 21 Minutes 02 Seconds Left run Northeastly for 684.42 feet; thence 81 Degrees 35 Minutes 58 Seconds Right run Easterly for 141.58 feet; thence 20 Degrees 20 Minutes 20 Seconds Right run Easterly for 333.07 feet; thence 58 Degrees 28 Minutes 58 Seconds Right run Southerly for 28.44 feet; thence 57 Degrees 26 Minutes 42 Seconds Right run Southwesterly for 220.09 feet; thence 19 Degrees 15 Minutes 43 Seconds Left run Southwesterly for 73.85 feet; thence 28 Degrees 53 Minutes 15 Seconds Left run Southerly for 74.77 feet; thence 72 Degrees 44 Minutes 18 Seconds Left run Southerly for 99.07 feet; thence 30 Degrees 55 Minutes 14 Seconds Right run Southwesterly for 218.02 feet to the Point of Beginning. Containing 8.58 Acres.

LESS AND EXCEPT: A 45' Easement be more particularly described as follows:

Commence at the NE Corner of the NE-1/4 of the SE-1/4 of Section 8, Township 18 South, Range 1 East, Shelby County, Alabama; thence run Southerly along the East Line thereof for 996.80 Feet; thence 89 Degrees 55 Minutes 02 Seconds Right run Westerly for 592.90 feet to the Point of Beginning; thence continue along the last described course for 737.59 feet to the West Line of said 1/4-1/4 Section; thence run Northerly along said West Line for 44.10 feet; thence 89 Degrees 33 Minutes 27 Seconds Right run Easterly for 751.80 feet; thence 107 Degrees 38 Minutes 47 Seconds Right run for 48.02 feet to the Point of Beginning.

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PARCEL III



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Begin at the NE corner of the NE-1/4 of the NE-1/4 of Section 8, Township 18 South, Range 1 East; thence run Southerly along the east line thereof for 339.77 feet to the centerline of Shoal Creek; thence 146 Degrees 34 Minutes 23 Seconds right run Northwesterly along said creek 94.23 feet; thence 55 Degrees 09 Minutes 31 Seconds right run Northeasterly 94.05 feet; thence 16 Degrees 06 Minutes 55 Seconds left run Northerly 174.59 feet to the Point of Beginning. Containing 6,540 sq.feet. Situated in Shelby County, Alabama.

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