

STATE OF ALABAMA     )  
SHELBY COUNTY         )

CONNECTOR EASEMENT

This Indenture is given this the 12<sup>th</sup> day of August, 2022 by **Sunny R. Clowdus** ("Grantor") to **Warren K. Bailey** ("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 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 Star Trail" and by crossing (when passable) Shoal Creek immediately upstream of a bridge built and owned by Grantee (the "Bridge"); and

WHEREAS, the real property owned by the parties can also be accessed by crossing the Bridge, which is part of the "Bridge Easement" granted to Clowdus from Bailey; and

WHEREAS, it is the desire of the Grantor to provide a Connector Easement that connects the Bridge Easement located on Grantee's property to the existing prescriptive easement known as "Winding Star Trail", and which said Connector Easement lies upon and within the Grantor's property, so as to have the two respective easements collectively serve to make the property south of Shoal Creek 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:

*[Signature]*  
8/16/22



20220829000337420 2/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
08/29/2022 02:07:10 PM FILED/CERT

1. The Grantor grants a conditional perpetual and non-exclusive easement to Grantee for the benefit of the Grantee and his successors, assigns, invitees, licensees, agents, employees, and visitors (collectively "Permittees"), for the purpose of ingress and egress by pedestrians and passenger vehicles for ordinary residential use, uses consistent with said 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 connects and provides access by and between the Bridge within the Bridge Easement more particularly described in that certain easement granted from Warren K. Bailey to Sonny R. Clowdus dated August 12, 2022, and recorded as Instrument #20220829000337390 in the Probate Court of Shelby County, and the existing prescriptive easement commonly known as "Winding Stair Trail."

3. The Grantor also reserves the right to herself and her invitees, licensees, agents, employees, successors and assigns to use the easement for any lawful purpose.

4. 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, but she may do so at her discretion. Grantee (as well as others legally permitted to use the Easement) may maintain the Easement as is reasonably necessary for its purpose.

5. Nothing in this instrument shall prevent Grantor, upon dedication and acceptance by any and all applicable governmental authorities, from conveying this Easement to the County

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*8/6/22*

or a municipality for use as part of an approved public road or right of way, at which time the easement would terminate.

6. 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.

6. 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 THIS EASEMENT. 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.

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

8. **The Grantor acknowledges she is the lawful fee simple owner of the property underlying the Easement, subject to any existing prescriptive easement rights. By granting the Easement, she specifically reserves all legal rights in said property to herself, 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**

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8/6/22

this Easement and subject to any existing prescriptive easement rights. Similarly, the Grantee accepts the Easement on the condition that he makes no possessory or adverse 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.

9. 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.

10. 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.

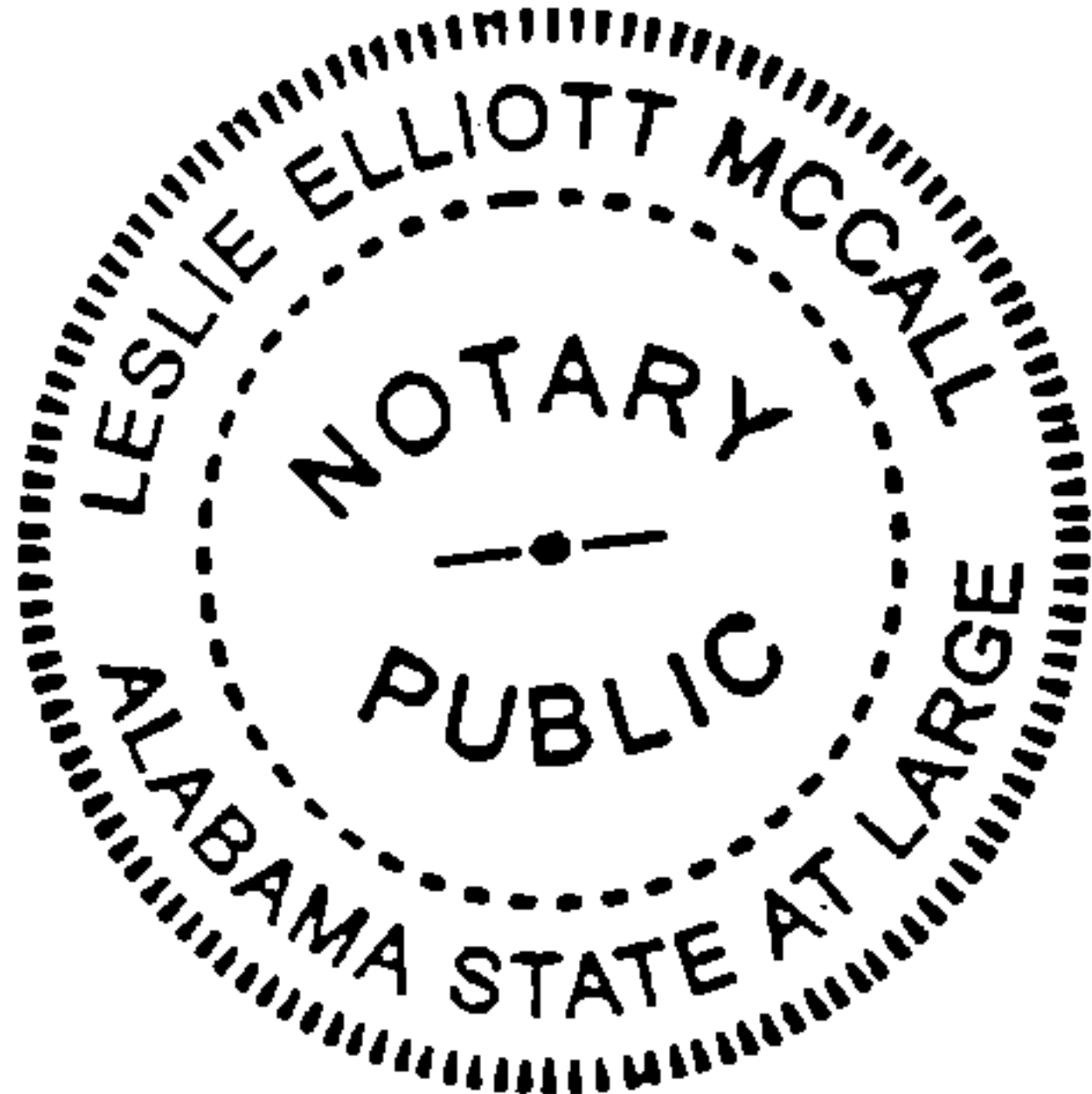
WITNESS OUR HANDS AND SEAL on the date first written above.

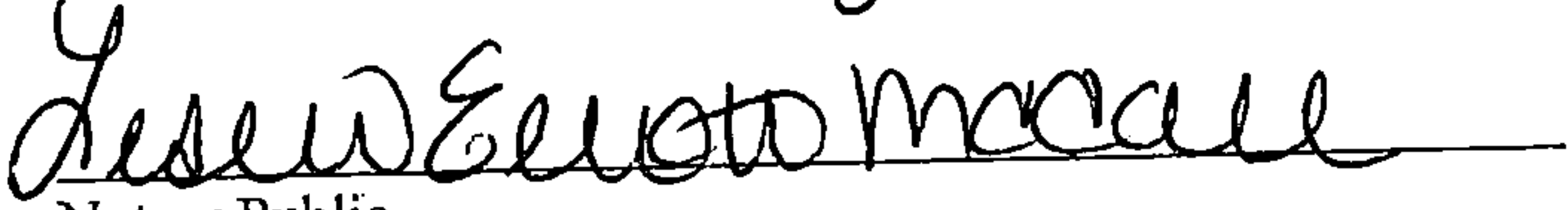
  
Sonny R. Clowdus, GRANTOR

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sonny R. Clowdus, and unmarried person, whose name is signed to the foregoing perpetual conditional, and 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 heard date.

Given under my hand and official seal this 6 day of August, 2022.



  
Notary Public  
My Commission Expires: 01/20/24

*Sell*  
8/6/22



20220829000337420 5/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
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Warren K. Bailey, GRANTEE

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Warren K. Bailey, and unmarried person, whose name is signed to the foregoing perpetual conditional, and 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 beared date.

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

  
Notary Public

My Commission Expires: 9/21/2024

8/6/22

# CONNECTOR EASEMENT



20220829000337420 6/6 \$37.00  
Shelby Cnty Judge of Probate, AL  
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## EASEMENT EXHIBIT A

State of Alabama  
Shelby County

An easement situated in the Northeast Quarter of the Northeast Quarter of, Section 8, Township 18 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama and being more particularly described as follows:

Commence at a three-quarter inch bar presently marking the Southeast Corner of the Northeast Quarter of the Northeast Quarter said Section 8; thence N0°50'12"E, along and with the East line of said quarter-quarter section 18.00 feet to the southeasterly margin of an unpaired drive and the point of beginning; thence continue N0°50'12"E, along and with said East line, 37.17 feet, more or less, to the northwesterly margin of said unpaired drive; thence S81°47'17"W, leaving said East line, 3.00 feet, more or less, to the easterly margin of Winding Stair Trail; thence S4°38'19"W 54.82 feet, more or less, to a point on the easterly margin of Winding Stair Trail and the South line of said quarter-quarter section; thence N20°58'23"E, leaving said South line, 19.17 feet to the point of beginning.

EASEMENT EXHIBIT  
INGRESS-EGRESS EASEMENT  
PREPARED BY JERRY O. PEERY  
ALABAMA PROFESSIONAL LAND SURVEYOR  
7650 SHERRY LANE McALLA, ALABAMA 35111  
TELEPHONE: (205) 477-4128  
DATE OF FIELD WORK 01/27/2022  
DATE OF DRAWING 2/18/2022  
Project: 20130718.CRD / 20130718E3.PLI  
Field Book: 393 Page: 22  
Revised 4/13/22 Remove Dashed Line



NW 1/4 - NW 1/4 SECTION 9

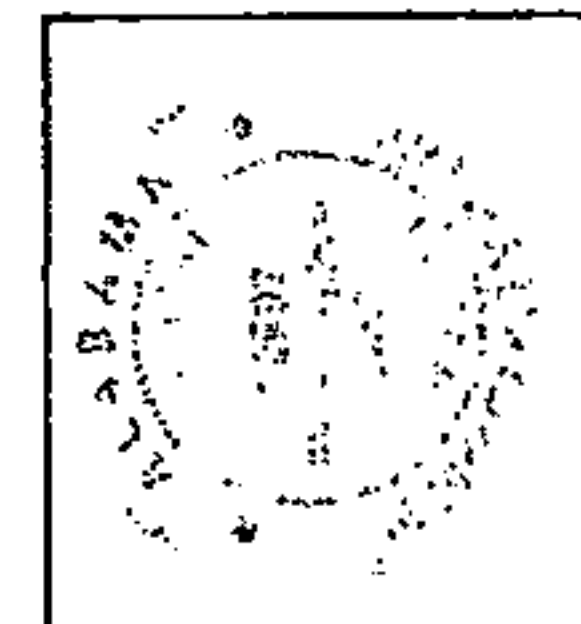
1/4" BAR PRESENTLY MARKING THE  
SE CORNER - NE 1/4 - NE 1/4  
S. 8, T. 18 S, R. 1 E  
HUNTSVILLE PRINCIPAL MERIDIAN  
SHELBY COUNTY, ALABAMA

Point of Beginning  
N 20°58'23" E  
19.17'

EAST LINE SECTION 9

NE 1/4 - NE 1/4 SECTION 8

PROPOSED INGRESS-EGRESS EASEMENT



8/6/22