

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


20240105000004690 1/3 \$28.00
Shelby Cnty Judge of Probate, AL
01/05/2024 10:54:33 AM FILED/CERT

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, **Julian Broadhead and Amanda Broadhead, 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, **Dax E. Popwell and Malissa W. Popwell, husband and wife** (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.

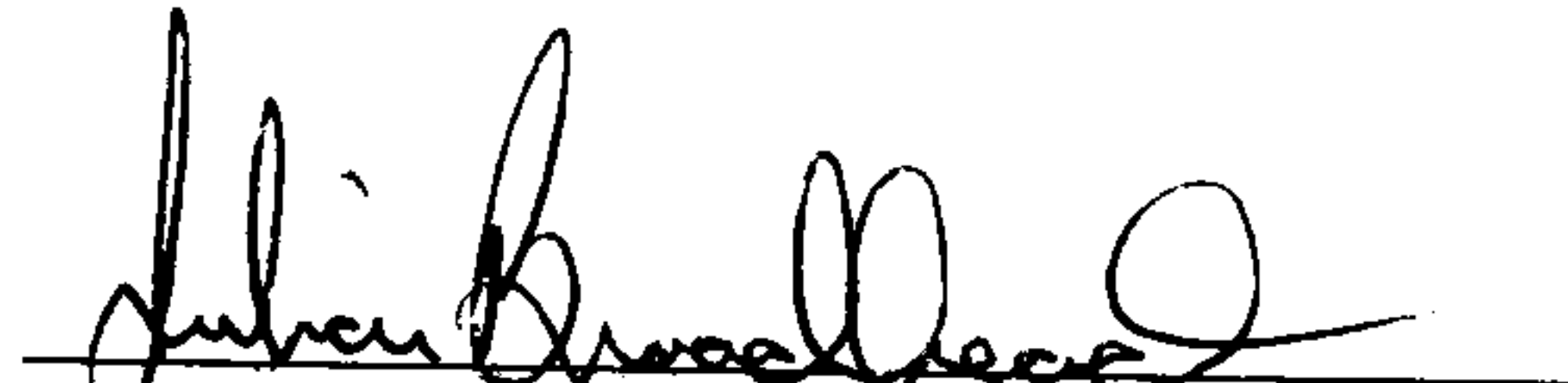
The Easement granted hereby shall be for utilities, ingress and egress, and any other use related thereto, upon, under, and over the Property described above to provide ingress and egress to the property owned by GRANTEE. This Easement benefits GRANTEE'S property further described in EXHIBIT "B" attached 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.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his/her/their hand(s) and seal(s) this, the 8th day of December, 2023.


Julian Broadhead


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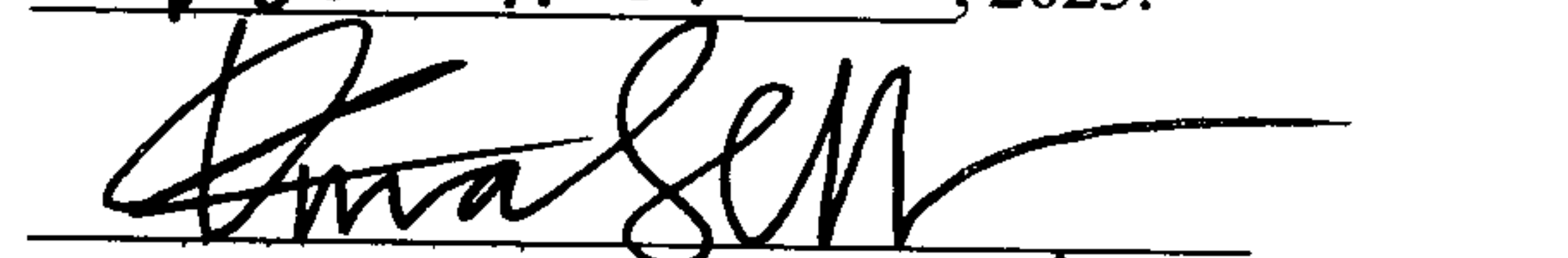

Amanda Broadhead

STATE OF ALABAMA
Shelby COUNTY

} SS:

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Julian Broadhead** and **Amanda Broadhead**, 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 8th day of December, 2023.


Notary Public
My Commission Expires: 05/31/2027

[Seal]

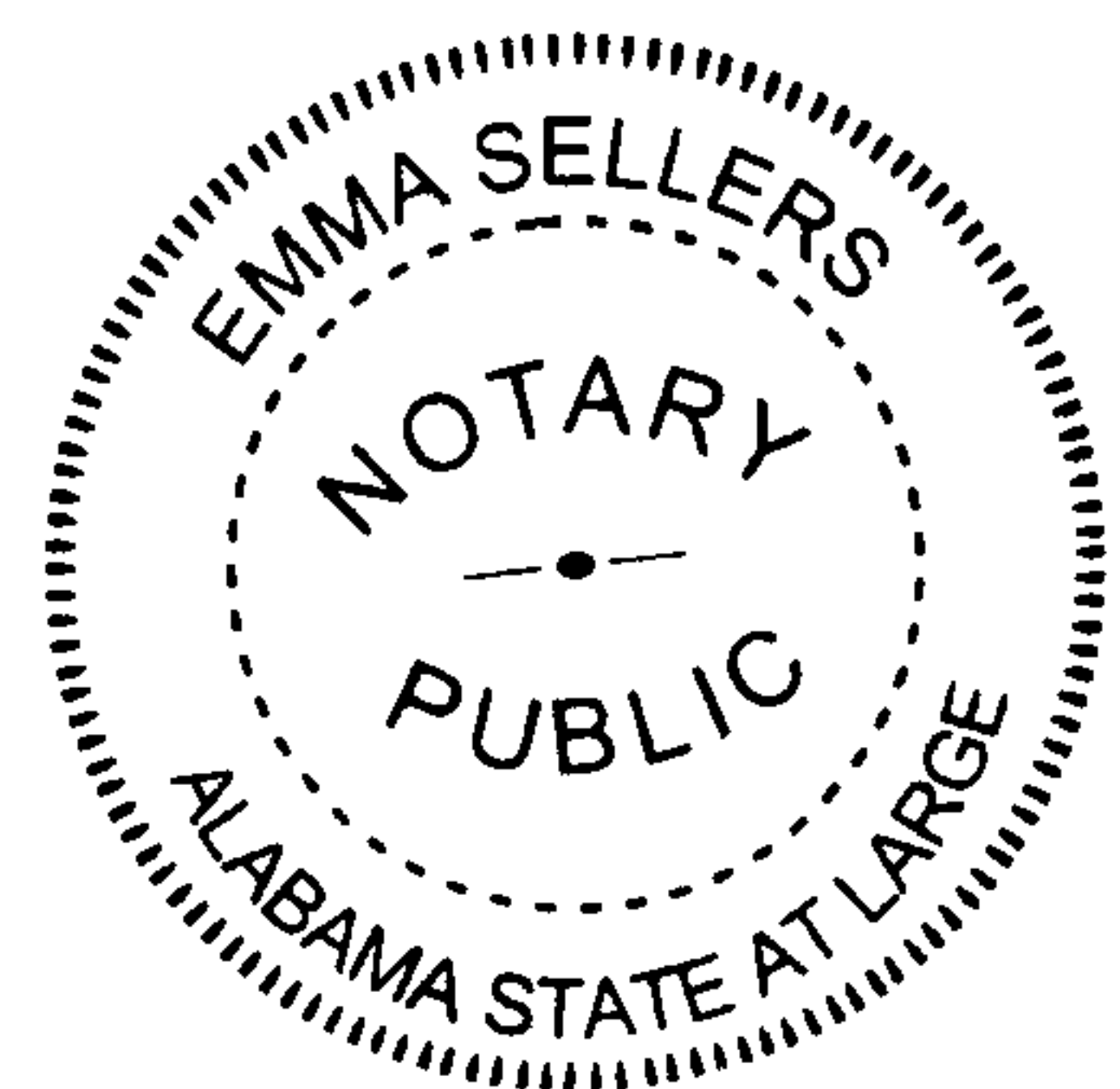


EXHIBIT A

An Ingress/Egress & Utility Easement, being more particularly described as follows:

BEGIN at the NW Corner of Lot 1 of Popwell Place, as recorded in Map Book 58, Page 74, in the Office of the Judge of Probate of Shelby County, Alabama, said point lying on the Southerly R.O.W. line of Shelby County Highway 42 and being the POINT OF BEGINNING OF SAID EASEMENT; thence S87°45'18"W and along said R.O.W. line a distance of 35.00'; thence S00°02'29"W and leaving said R.O.W. line a distance of 45.00'; thence N87°45'16"E a distance of 35.00'; thence N00°02'29"E a distance of 45.00' to the POINT OF BEGINNING OF SAID EASEMENT.



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