

STATE OF ALABAMA

COUNTY OF JACKSON

GRANTEE MAILING ADDRESS: PROPERTY ADDRESS:

EASEMENT DEED

WHEREAS, WILLIAM N. THOMPSON, JR., owns certain real property in Jackson County, Alabama, more particularly described in that Deed dated February 5, 2020, and recorded May 1, 2020, at Book 2020, Page 1101288, in the Office of the Judge of Probate of Jackson County, Alabama, (the "Property"); and

WHEREAS, GERHARD and PRISCILLA FLECK own certain real property in Jackson County, Alabama, more particularly described in that Warranty Deed dated July 27, 2006, and recorded July 27, 2006, at Book 2006, Page 20791, in the Office of the Judge of Probate of Jackson County, Alabama, (the "Fleck Property"); and

WHEREAS, there is an existing Easement of record from BERT PHILLIPS to MICHAEL POSEY, dated July 27, 2006, and recorded at Book 2006, Page 20781, in the Office of the Judge of Probate of Jackson County, Alabama, (the "Original Easement"), and parties hereto intend to replace and extinguish the Original Easement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, in consideration of TEN AND 00/100 Dollars (\$10.00) and other good and valuable consideration to the Grantors in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, GERHARD and PRISCILLA FLECK, a married couple, and WILLIAM N. THOMPSON, JR., married, ("Grantors"), do by these presents grant, bargain, sell and convey unto WILLIAM N. THOMPSON, JR., and GERHARD and PRISCILLA FLECK ("Grantees"), certain hereinafter described non-exclusive ingress and egress easements situated in Jackson County, Alabama, to wit:

GERHARD and PRISCILLA FLECK, grants unto WILLIAM N. THOMPSON, JR., his heirs and assigns, a non-exclusive ingress and egress easement appurtenant, for the benefit of the WILLIAM N. THOMPSON, JR.'s lands (NW 1/4 of the SW 1/4 of Section 34, Township 2 South, Range 8 East) previously defined as the Property herein above, the same to run with the land forever, described as follows:

ACCESS EASEMENT A

A 30-foot wide access easement along an existing roadway and being within the Southwest quarter of the Northeast quarter of Section 34, Township 2 South, Range 8 East of the Huntsville Meridian in Jackson County, Alabama and the centerline of which is more particularly described as follows: Commence at a 1/2" rebar/cap "Short-26019" at the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 34 and run a tie line along the East boundary of said quarter-quarter South 00 degrees 31.5 minutes West a distance of 49.4 feet to a point in the centerline of an existing roadway, thence leaving said East boundary and continue said tie line along said roadway South 50 degrees 55.1 minutes West a distance of 78.63 feet, thence North 08 degrees 31 minutes West a distance of 101.71 feet to a point on the South boundary of said Southwest quarter of the Northeast quarter and being the centerline of the easement hereby described and the true point of beginning, thence continue along said roadway North 08 degrees 31 minutes West a distance of 71.61 feet, thence North 14 degrees 02.7 minutes West a distance of 177.84 feet, thence North 05 degrees 32.3 minutes West a distance of 78.04 feet, thence North 07 degrees 23.1 minutes East a distance of 67.75 feet, thence

WILLIAM N. THOMPSON, JR., grants unto GERHARD and PRISCILLA FLECK, their heirs and assigns, a non-exclusive ingress and egress easement appurtenant, for the benefit of the GERHARD and PRISCILLA FLECK's lands (more particularly described in that Warranty Deed dated July 27, 2006, and recorded July 27, 2006, at Book 2006, Page 20791, in the Office of the Judge of Probate of Jackson County, Alabama), the same to run with the land forever, described as follows:

ACCESS EASEMENT B

A 30-foot wide access easement along an existing roadway and being within the Northwest quarter of the Southeast quarter of Section 34, Township 2 South, Range 8 East of the Huntsville Meridian in Jackson County, Alabama and the centerline of which is more particularly described as follows: Commence at a 1/2" rebar/cap "Short-26019" at the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 34 and run a tie line along the East boundary of said quarter-quarter South 00 degrees 31.5 minutes West a distance of 49.4 feet to a point in the centerline of an existing roadway and being the centerline of the easement hereby described and the true point of beginning, thence leaving said East boundary and along said roadway South 50 degrees 55.1 minutes West a distance of 78.63 feet, thence North 08 degrees 31 minutes West a distance of 101.71 feet to a point on the North boundary of said quarter-quarter and being the terminus point of the easement hereby described.

Descriptions provided by William R. Short, Alabama LPS No. 26019. The drafter has provided no opinion of title. No part of the above-described property constitutes the homestead or marital residence of William N. Thompson, Jr., or his spouse.

TO HAVE AND TO HOLD to the said Grantees, their heirs and assigns forever.

The easements, rights, and privileges herein granted shall be perpetual. Grantors hereby bind themselves, their heirs, and legal representatives, to warrant and forever defend the above-described easements and rights unto Grantees, their heirs and assigns.

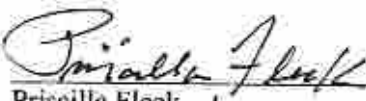
The easements, rights, and privileges granted herein are nonexclusive, and Grantors reserve and retain the right to convey similar rights and easements to such other persons as Grantors may deem proper. This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto.

WILLIAM N. THOMPSON, JR., and GERHARD and PRISCILLA FLECK, respectively having the dominant and servient estate in the Original Easement (Book 2006, Page 20781), do hereby remise, release, and quitclaim any and all of interest in and to the Original Easement, it being the intent of parties to forever extinguish the Original Easement.

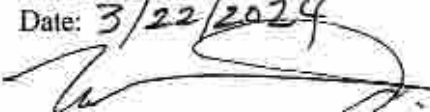
IN WITNESS WHEREOF, the said Grantors have set their hands and seals on dates indicated below with the intent this conveyance be effective the 22 of March, 2024.



Gerhard Fleck (SEAL)
Date: 3/22/24



Priscilla Fleck (SEAL)
Date: 3/22/2024



EASEMENT DEED CONTINUED FROM PREVIOUS PAGES

STATE OF ALABAMA

COUNTY OF Jackson

I, the undersigned notary public, in and for said county and state, hereby certify that Gerhard and Priscilla Fleck, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22nd day of March, 2024.



Sherry Morgan
Notary Public
My commission expires 3-15-26

STATE OF ~~ALABAMA~~ Tennessee

COUNTY OF Franklin

I, the undersigned notary public, in and for said county and state, hereby certify that William N. Thompson, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21 day of March, 2024.



Faith Wine
Notary Public
My commission expires 09.21.27

This instrument was prepared by:
Todd R. Howard
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