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September 8, 2020

VIA EMAIL

Jack Granger
GT Auctions
1806 Oxmoor Road
Birmingham, AL 35209

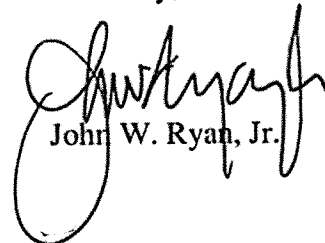
RE: Jason Tucker – Hale County Real Estate Auction

Dear Mr. Granger:

Per your request, I have reviewed the attached Warranty Deed from William O. Chandler and Elsie L. Chandler to Jason G. Tucker dated May 28, 2009, said deed being recorded in Deed Book A158 at Page 731 in the Hale County Probate Office. I have also attached a copy of the Easement Agreement referenced in said deed that was entered into by and between Carolyn Chandler and William O. Chandler on September 24, 2008, and recorded in Deed Book A156 at Page 861. From my review of the deed and the underlying easement agreement, the same grants Mr. Tucker a non-exclusive, sixty (60') foot access easement for ingress and egress to the property he currently owns and is located in Sections 13 and 14, Township 23 North, Range 4 East from County Road 46, also known as Powers Loop Road. This access easement runs along the entire western boundary of Section 13 from County Road 46 to the southern boundary of Mr. Tucker's property. This easement is perpetual, so the rights contained therein can be conveyed by Mr. Tucker to any future owners of said property. Furthermore, per Alabama law, this access easement for ingress and egress includes the right to install utilities within the confines of said easement, so long as the installation of the same do not unreasonably interfere with the landowner's (the person who owns the property that the easement crosses) right of reasonable use of his property.

If you have any questions, or if you would like to discuss further, please do not hesitate to contact me. With best personal regards, I am

Sincerely,


John W. Ryan, Jr.

JWR/tlb

enclosure

THIS INSTRUMENT PREPARED BY:

Belinda Neill
PHIL POOLE, L.L.C., Attorney
P. O. Box 609
Moundville, AL 35474

2009 SEP 23 PM

DEED BOOK PAS
RECORDED AND

01560

STATE OF ALABAMA §
§
§
HALE COUNTY §

EASEMENT AGREEMENT

ment in, to, upon, and over the following-described property owned by Carolyn:

One (1) access easement for ingress and egress being sixty (60) feet in width, beginning at the Southwest corner of the property described as "Twenty acres of land taken evenly off of the South side of that part of the West Half of the Northwest Quarter of Section 13 which lies South of Elliott's Creek, and also all of the Northwest Quarter of the Southwest Quarter of Section 13, Township 23 North, Range 4 East, Hale County, Alabama" and running along the entire West boundary thereof to the Southeast corner of the property owned by W. O. Chandler.

This easement is to be used for the sole purpose of ingress and egress, and it is agreed and understood that said easement is not to be construed as an easement given to the exclusion of Carolyn, her heirs and assigns, or to others later granted a similar right.

The consideration for granting of this easement is the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid by W. O. to Carolyn.

This easement, and the rights and privileges herein granted, shall be perpetual, and Carolyn hereby binds herself, her heirs and assigns, to forever warrant and defend the above-described easement and rights to W. O., his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

W. O. recognizes ownership of the property crossed by the above-described easement by Carolyn, and her heirs and assigns, and W. O. agrees never to claim this property by adverse possession.

W. O. covenants with Carolyn, her heirs and assigns, to at all times maintain and make necessary repairs, at his own expense, should the easement require same for its proper upkeep and maintenance; HOWEVER, Carolyn may do such acts on and/or about the said granted easement premises so as to maintain, improve, or enhance the appearance of this property.

The parties hereto, and each of them, acknowledge that this Easement Agreement supersedes and rescinds any and all prior easement agreements by and between them, whether specifically described herein or not.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of all party hereto, and shall not be altered or changed in any manner from and after the date hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the 24th day of September, 2008.

Carolyn S. Chandler
CAROLYN S. CHANDLER

W. O. Chandler
W. O. CHANDLER

STATE OF ALABAMA *
HALE COUNTY *

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Carolyn S. Chandler, whose name is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 24th day of September, 2008.

My commission Expires: 6-6-10

Belinda McNeil
Notary Public

(SEAL)

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2008 SEP 29 PM 3:36
RECORDED AND INDEXED

STATE OF ALABAMA *
HALE COUNTY *

I, the undersigned, a Notary Public in and for said State and County, hereby certify that W. O. Chandler, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 24th day of September, 2008.

My commission Expires: 6-6-10

Belinda McNeil
Notary Public

(SEAL)

STATE OF ALABAMA HALE COUNTY
I hereby certify that said instrument
Was filed for record this 24th Day of Sept.
Book 148 Page 86-862
Fee \$ 1.00 Mortgage Tax \$ Deed Tax \$ 50
Min \$ Time:
Leland Avery, Judge of Probate