



**PRELIMINARY CONTRACT FOR SALE AND PURCHASE**

216-A S 4<sup>th</sup> St, Gadsden, AL 35901 (800)476-3939

**PROPERTY:** Two homes on 70± acres in Calhoun County, located at 1265 & 1261 Dogwood Lane, Piedmont, AL 36272  
County Parcel #: 07-05-15-0-000-027.000 and 07-05-15-0-000-027.003 (hereinafter referred to as "Property").

**SELLER:** \_\_\_\_\_ (hereinafter referred to as "Seller")

**PURCHASER:** \_\_\_\_\_ (hereinafter referred to as "Purchaser")

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**AUCTION COMPANY:** Target Auction & Land Co., Inc., through its Alabama broker, Dewey Jacobs (hereinafter referred to as "Auction Company")

**Both the Seller and the Purchaser hereby agree that the Seller shall sell, and the Purchaser shall purchase the following Property upon the following terms and conditions within this Contract For Sale And Purchase (hereinafter referred to as "Sales Contract"):**

**PURCHASE PRICE**

**EXAMPLE ONLY USING THE STARTING BID**

<b>High Bid</b>		\$400,000.00
<b>Buyer's Premium (12% of High Bid)</b>	+	\$ 48,000.00
<b>Total Contract Price (High Bid + Buyer's Premium)</b>		\$448,000.00
<b>Deposit (10% of the Total Contract Price)</b>	-	\$ 44,800.00
<b>Balance Due at Closing (on or before Friday, June 19, 2026)</b>		<b>\$403,200.00</b>

**EXHIBITS** - The following exhibit(s) will be attached to and made part of the Sales Contract:

- A. Legal Description: See attached (hereinafter referred to as "Exhibit A")
- B. Seller Possession After Closing Agreement: See attached (hereinafter referred to as "Exhibit B")
- C. Non-Exclusive Joint Driveway Agreement: See attached (hereinafter referred to as "Exhibit C")

**THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS.**

**THIS IS A CONTINGENCY-FREE SALES CONTRACT AND IT IS NOT SUBJECT TO THE PURCHASER OBTAINING FINANCING.**

**REAL ESTATE AGENCY DISCLOSURE**

Listing Company: Target Auction & Land Co., Inc., through its Alabama Broker, Dewey Jacobs. The Listing Company is an agent of the Seller.

Buyer Agent Company: \_\_\_\_\_ If no company/name is entered, no commission will be paid. The Buyer Agent/Broker is an agent of the Purchaser. Compensation will be paid at closing in the amount outlined in the Agent Compensation Form.

**1. TERMS OF SALE**

- A. Any person who registers, or in any way participates in the auction, agrees to be bound by these terms and conditions. A bid placed by the bidder will be deemed conclusive proof that the bidder has read, understands, and agrees to be bound by these terms and conditions within this Sales Contract.
- B. The Property will be offered through an online auction selling subject to Seller's confirmation of bid. The Seller reserves the right to sell the Property in any manner they so desire. The bidding will close on Wednesday, May 20, 2026 at 11:00 am CT subject to auto-extend.
- C. The Property will be offered individually and together as an entirety. Each individual tract purchase is to be considered as a singular transaction and are not contingent upon the sale of any other tract.
- D. Online bidder registration is required for approval to bid. No advance registration amount is required to bid.
- E. The Sales Contract shall be executed on auction day immediately after being declared the winning bidder.
- F. A twelve percent (12%) buyer's premium will be added to the high bid to determine the total contract price paid by the Purchaser.

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

- G. A ten percent (10%) deposit based on the total contract price for the Property is due no later than Thursday, May 21, 2026, at 4:00 pm CT, and the remaining balance is due at closing on or before Friday, June 19, 2026.
- H. If, for any reason, the winning bidder fails or refuses to execute the Sales Contract and/or deposit the required funds, the Seller will declare the winning bidder/purchaser in default and reserves the right to resell the Property or seek specific performance.
- I. No changes to the Sales Contract will be permitted. The fully executed Sales Contract (together with all related Exhibits there to) shall control and constitute the entire agreement between the Seller and Purchaser.
- J. By submitting a bid, the bidder acknowledges the bid is binding and cannot be withdrawn. The bidder's bid constitutes an irrevocable offer to purchase the property, and the bidder will be bound by said offer.
- K. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby they personally guarantee payment of the bid amount.
- L. All documents are in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser's sole responsibility.
- M. All currency will be in U.S. dollars. No credit cards will be accepted.
- N. All bidders shall verify any information deemed important PRIOR to bidding. All information is believed to be correct; however, neither the Auction Company nor Seller make any representations or warranty of any kind.
- O. Purchaser acknowledges that Purchaser has reviewed the Property information available on the website or assumes the risk of not having done so. Purchaser acknowledges that information regarding the Property may be updated or changed on the website at any time prior to the conclusion of bidding and that it is the sole responsibility of the Purchaser to monitor the website with respect to any updates or information regarding the Property.
- P. Seller, including its employees and agents, will not be liable for any damage or injury to any property or person at or upon the Property during inspections, open houses, or Property tours. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller expressly disclaims any "invitee" relationship and is not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller is not responsible for any lost, stolen, or damaged property.
- Q. Target Auction Company reserves the right to establish all bidding increments.
- R. In the event there is a "tie-bid" (the entirety or individual tracts collectively), the bid first submitted will be honored.
- S. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
- T. In the event that any provision contained in this Sales Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Sales Contract will not be impaired in any way.
- U. The Property will be sold unfurnished. Built-in appliances and any window coverings will convey with the Property. The pool table/dining room table in the home for Tract 1 will convey with the property. The refrigerator in the home for Tract 1 will not convey with the property.
- V. The Property, all systems, appliances, and any furnishings (if applicable) are selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. Prior to bidding, (1) it is the bidder's sole responsibility to be satisfied with the Property, all systems, appliances, and any furnishings (if applicable); and (2) It is the sole responsibility of the Purchaser at Purchaser's option and expense, to make whatever evaluations or inspections (i.e., physical, environmental, engineering), deemed necessary and to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof.
- W. No guaranty or representation is made regarding any individual part of the Property to pass a perc test.
- X. The Property has not had a full boundary survey completed for the auction; however, a partial survey was completed on March 4, 2026, by Dowdy Land Surveying Services which included identifying the south boundary line of Tract 2 as well as reestablishing a portion of the corners of the Property. The Property will be conveyed by existing legal description. Should the Purchaser or Purchaser's lender require any additional survey work, it will be at the Purchaser's option and expense and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- Y. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained (1) herein, (2) in the title commitment (posted online for review), and (3) any other documents of record. The Seller shall have up to sixty (60) days after the auction date to cure any defects in title, if any defects are discovered that are not addressed in the existing title commitment.
- Z. The Purchaser shall take title subject to present zoning classification, prohibitions, covenants, restrictions, and matters of public record, public utility easements (as applicable).
- AA. The Seller will convey all mineral, gas, or oil rights applicable to the Property owned by Seller, if any.
- BB. Portion(s) of the Property is located in a flood zone.

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**2. PROPERTY MAINTENANCE and CONDITION**

The Seller shall be responsible for maintaining the Property which includes all appliances, systems, and equipment (as applicable) on the Property until the closing and transfer of the Property to the Purchaser. If the Seller remains in possession of the Property after closing date, then Seller shall be obligated to maintain the Property for the timeframe the Seller is in possession of the Property. Seller shall maintain the Property in the same condition as of the auction date and shall make no changes to the Property, subject to any requirement that may be imposed on Seller by law. At closing or when possession of Property is given to the Purchaser, it becomes the Purchaser's obligation to maintain the Property.

**3. POSSESSION**

Tract 1: Possession of the Property will occur no sooner than 30 days and up to 45 days after the execution of this Sales Contract. (see attached "Exhibit B")

Tracts 2 & 3: Possession of the Property will occur at closing.

**4. PROPERTY DISCLOSURES**

- A. Access to Tracts 1 and 3 will be from public road (Dogwood Ln) via a 60' easement through Tract 2 as outlined in "Exhibit C" (posted online for review). Each Purchaser will be required to execute the Non-exclusive Joint Driveway Agreement at closing.
- B. In the event that the Tracts are sold to separate purchasers, the Purchaser of Tract 2 will be responsible for installing their own power and water line, at the Purchaser's expense, if these utilities are desired. The Purchaser of Tract 3 will be required to install their own water line within 60-days after closing, at the Purchasers expense.
- C. In the event that the Property is sold in any manner other than an entirety, the Property will be subject to restrictions as outlined in "Exhibit D" (posted online for review). If the property is sold as an entirety, these restrictions will not apply.
- D. The fence line that borders Tract 2 is not the boundary line. The south boundary line has been identified in the survey by Dowdy Land Surveying Services.
- E. Tract 1 has an existing propane tank which is leased for \$45 per year. The remaining propane gas at the time of closing will convey to the Purchaser.
- F. Tract 3 home has a propane gas fireplace; no tank is on the property.

**5. UPDATES and CORRECTIONS**

**It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction.**

Update to advertising: One of the marketing pieces contained an incorrect date and an incorrect Buyer's Premium amount. The correct date is May 20th. The correct Buyer's Premium amount is 12%.

**5. CLOSING**

- A. Closing must be completed on or before **Friday, June 19, 2026**. This is the closing deadline.
- B. Closing Agent: T. Boice Turner Jr., Attorney at Law: 1100 Woodstock Ave, Anniston, AL 36202, is the closing agent. Contact: Nicole, nicole@bamalaw.com, 256-235-1901. **It is the Purchaser's responsibility to contact the closing agent and schedule closing.**
- C. Target will hold the deposit in a non-interest-bearing escrow account.
- D. Closing Costs:
  - 1. **Seller** will pay for the title exam/commitment, preparation of the deed, any past ad valorem taxes, and municipality assessments presently due (if applicable).
  - 2. **Purchaser** will pay all other closing costs, including but not limited to any recording fees, attorney fees, wiring fees, loan/financing fees, survey fees, state tax/deed stamps/transfer tax, etc. (if applicable). A title insurance policy is available at the Purchaser's option and expense.
- E. Prorations: Ad valorem taxes, homeowners' association fees (if applicable), and any other similar items will be prorated to the closing date.
- F. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to T. Boice Turner Jr., Attorney at Law. Wire instructions will be provided.
- G. If closing is delayed by actions or lack of actions of the Purchaser after the closing date deadline or extended closing date deadline, the Purchaser will forfeit all of the deposit. The deposit will be retained by the Seller and Target Auction & Land Co., Inc., as liquidated damages. Any breach of the terms and conditions of this Sales Contract by the Purchaser, the closing/escrow agent is expressly authorized and instructed to disburse the deposit and any registration amount (if applicable) without the requirement of any further writing or agreement of the Seller and Purchaser. No fees will be charged, nor damages applicable for an extension when the closing is delayed by the Seller, Seller's closing/escrow agent, and/or Seller's surveyor.

**6. WIRE TRANSFERS**

A transaction fee will apply to all incoming and outgoing funds transferred via wire.

**7. DEFAULT**

- A. It is agreed by the Seller and Purchaser in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the deposit. In the event of any breach of the terms of this agreement by the Purchaser, the Seller will declare the Purchaser in default and the Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the deposit without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after the Purchaser's default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney's fee.
- B. Escrow agent shall disburse the Purchaser's deposit to the Seller after the receipt of Seller's written certification that the Purchaser's Sales Contract has been terminated by reason of said Purchaser's failure to cure a default in performance of Purchaser's obligations herein. Escrow agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of escrow agent shall be limited to the safekeeping of the deposit and the disbursement of same in accordance with the written instructions described above. Escrow agent undertakes to perform only such duties as are expressly set forth hereto, and no implied duties or obligations shall be read into this agreement against escrow agent.

**8. AUCTION COMPANY AGENCY DISCLOSURE**

The Auction Company is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auction Company is not acting as an agent in this transaction for the Purchaser. Any third party buyer agent represents the Purchaser and is not a subagent of the Auction Company or Seller.

**9. EQUAL OPPORTUNITY CLAUSE**

The Property is available to the Purchaser(s) without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, or any other factor protected by federal, state or local law.

**10. SIGNATURES and COUNTERPARTS**

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

[SIGNATURES ON FOLLOWING PAGE]

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**THIS IS A LEGAL BINDING CONTRACT AND IS NON-TRANSFERABLE WITHOUT PERMISSION FROM THE SELLER.**

**The terms and conditions of this Sales Contract are binding on Seller and Purchaser, and any partners, representatives, employees, successors, executors, administrators, and any assigns. By signing below, each Seller and Purchaser acknowledges they have read, understand, and agree to abide by all terms and conditions set forth in this Contract for Sale and Purchase.**

**PURCHASER:**

**SELLERS:**

\_\_\_\_\_  
**BY: NAME** **DATE**

\_\_\_\_\_  
**X: ANITA WESTFALL** **DATE**

**TARGET AUCTION & LAND CO., INC.**

\_\_\_\_\_  
**BY: DEWEY JACOBS** **DATE**  
**ITS: PRESIDENT & ALABAMA BROKER**

**“EXHIBIT A”  
LEGAL DESCRIPTION**

**TRACT 1:**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR; THENCE RUN S 73°24'12"W, 60.13 FEET (M) 60.41 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE RUN S 73°28'29"W, 249.88 FEET (M) 250.00 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE RUN N 82°21'15"W, 627.69 FEET TO AN EXISTING 5/8" REBAR; THENCE RUN N 00°49'01"W, 1317.10 FEET TO AN EXISTING 5/8" REBAR ON THE NORTH LINE OF SAID 1/4; THENCE RUN N 89°12'48"E, ALONG SAID NORTH LINE, 962.74 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SECTION 15, T-13-S, R-8-E, CALHOUN COUNTY, ALABAMA AND CONTAINS 29.45 ACRES (MORE OR LESS).

TOGETHER WITH A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.

**TRACT 2:**

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO AN EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE RUN S 09°49'43"E, 725.41 FEET TO ON EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W (M) S 49°01'40"W (R) ALONG SAID R/W, 200.00 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 36°48'10"W, LEAVING SAID R/W, 250.00 FEET TO AN EXISTING 1/2" PIPE; THENCE RUN N 53°13'30"E, 50.00 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 57°49'39"W, 545.05 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 85°32'10"W, 410.71 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN S 32°09'17"W, 478.60 FEET TO ON EXISTING "BAILEY" CAPPED REBAR ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4; THENCE RUN S 89°26'00"W, ALONG THE SOUTH LINE OF THE NORTH-HALF OF THE SE 1/4, 472.91 FEET TO A POINT ON THE CENTERLINE OF COWEN SPRINGS BRANCH; THENCE LEAVING SAID SOUTH LINE RUN THE FOLLOWING ALONG SAID BRANCH

CENTERLINE, N 07°54'00"W, 111.80 FEET; N 09°03'00"W, 393.80 FEET; N 09°49'00"W, 282.80 FEET; N 07°38'25"W, 149.17 FEET; N 05°37'00"W, 211.00 FEET; N 02°42'00"W 48.20 FEET AND N 15°14'20"E, 185.28 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE SE 1/4; THENCE RUN N 89°26'00"E, LEAVING SAID CENTERLINE AND ALONG SAID NORTH LINE, 434.40 FEET TO AN EXISTING 5/8" REBAR; THENCE RUN S 82°21'15"E, LEAVING SAID NORTH LINE, 627.69 FEET TO ON EXISTING CAPPED REBAR; THENCE RUN S 09°52'04"E, 329.47 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°27'59"E, 249.83 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF THE NE 1/4 OF THE SE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4, SECTION 15 AND A PORTION OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4, SECTION 14, T-13- S, R-8-E, CALHOUN COUNTY, ALABAMA AND CONTAINS 38.75 ACRES (MORE OR LESS).

SUBJECT TO A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.

TRACT 3:

A PARCEL OF LAND LYING IN AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA CONTAINING 1.87 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE WEST FOR A DISTANCE OF 400.00' TO A POINT; THENCE S 01°01' W FOR A DISTANCE OF 871.91' TO A POINT MARKED WITH A CAPPED REBAR (JAC); THENCE CONTINUE S 01°01' W FOR A DISTANCE OF 453.58' TO A POINT; THENCE S 73°24' W FOR A DISTANCE OF 60.41' TO A POINT MARKED WITH CAPPED REBAR ALSO KNOWN AS THE POINT OF BEGINNING; THENCE CONTINUE 73° 24' W FOR A DISTANCE OF 250.00'; THENCE S 10°10' E FOR A DISTANCE OF 329.29' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 73° E FOR A DISTANCE OF 248.80' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 09°53' W FOR A DISTANCE OF 329.38' TO THE POINT OF BEGINNING.

TOGETHER WITH A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD

LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.

**“EXHIBIT B”**

**SELLER POSSESSION AFTER CLOSING AGREEMENT FOR TRACT 1**

WILL BE ATTACHED TO AND MADE PART OF “CONTRACT FOR SALE AND PURCHASE

This Seller Possession After Closing Agreement (hereinafter referred to as “Possession Agreement”). Seller and Purchaser agree:

1. **Term of Possession.** Seller may remain in possession of the Property for a period of 30 (thirty), and up to 45 (forty-five) days after the execution of the Contract for Sale and Purchase, until 5:00 pm CT on the last day (the entire period, including any extension agreed to by Purchaser and Seller in writing, is referred to as the “Term”). ***TIME IS OF THE ESSENCE*** with regard to the end of the Term.

2. **Seller Obligation to Maintain Property.** Seller shall be responsible for the maintenance and repair of all appliances, systems, and equipment on the Property while occupying the Property. Including maintaining the exterior of the house as well as the grounds. Purchaser shall not be obligated to maintain the Property after Closing while Seller remains in possession of the Property, subject to any obligation that may be imposed on Purchaser by law. Seller shall maintain the Property in its same condition as at Closing and shall make no changes to the Property. Seller shall not alter or modify the property in any way without written permission from Purchaser. In the event that the Property is altered, modified, damaged, or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications, or damage to the Property to restore the Property back to its condition at Closing.

3. **Termination of Possession.** Seller shall vacate the Property no later than 5:00 pm CT of the last day of the Term. If Seller has not vacated the Property by that time, Seller shall continue to be bound by all of the terms and conditions of this Agreement, and Seller shall in addition, pay Purchaser a hold-over fee of \$250.00 per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates the Property.

4. **Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.

5. **Insurance on Seller's Property.** Seller shall procure and/or maintain in effect a policy or policies of insurance adequately covering Seller's personal property and insuring against any public liability which may arise out of, or by virtue of, the use and occupancy of the Property by Seller, Seller's family and/or agents and employees/contractors of Seller.

6. **Insurance on Purchaser's Property.** As of Closing, Purchaser shall keep the Property, together with any improvements and any personal property owned by Purchaser on or in the Property, insured for the benefit of Purchaser in such amount and to such extent as Purchaser determines desirable.

7. **Seller's Indemnification.** Seller shall indemnify and hold Purchaser harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.

8. **Subletting; Assignment.** Seller shall not sublet the Property.

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF A CONFLICT BETWEEN THIS POSSESSION AGREEMENT AND THE SALES CONTRACT, THE POSSESSION AGREEMENT SHALL CONTROL.

Purchaser Initials\_\_\_\_\_

Seller Initials\_\_\_\_\_

**"EXHIBIT C"**

STATE OF ALABAMA  
COUNTY OF CALHOUN

NON-EXCLUSIVE JOINT DRIVEWAY AGREEMENT

THIS AGREEMENT is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter sometimes referred to as "Adjacent Owners") and is as follows:

WHEREAS, said Adjacent Owners have fee simple interest to the property more particularly described on Exhibits "A" (also identified as Tract 1), "B" (also identified as Tract 2) and "C" (also identified as Tract 3) attached hereto and incorporated herein by reference;

WHEREAS, the properties identified on Exhibits "A" and "C" require access across the property described on Exhibit "B";

WHEREAS, the parties desire to enter into an agreement whereby all the parties shall share a non-exclusive easement for ingress and egress accessing a public road known as Dogwood Lane and the location of public utilities, including, but not limited to water and power, over and across;

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties hereto do mutually agree as follows:

The Adjacent Owners herein agree to share the Easement for ingress and egress accessing the public road known as Dogwood Lane and for any necessary utility easements as may be determined necessary by the Adjacent Owners and their heirs. Adjacent Owners shall be responsible for any damages to above-described property over and above that necessary to create said utility right of ways. Any damages resulting from such work must be repaired or removed within 60 days.

The legal description for said Easement is as follows:

There is a 60.00 feet access and utility easement for Tract 1, Tract 2 and Tract 3 being subject to said easement, described as: Commence at the Northeast corner of the SE 1/4 of the NE 1/4, Section 15, T-13-S, R-8-East of Huntsville Meridian and run S 89°12'48"W, along the North line thereof, 400.00 feet to on existing 1/2" rebar; thence run S 01°04'23"W, leaving said North line, 872.16 feet to an existing capped rebar; thence run S 01°02'30"W, 453.52 feet to an existing 1/2" rebar and the point of beginning of said easement; thence run S 09°49'43"E, 725.41 feet to an existing 1 1/2" pipe; thence run S 36°49'23"E, 835.35 feet to a point on the Northwesterly R/W of Dogwood Lane (60' R/W); thence run S 49°03'00"W, along said R/W, 60.16 feet to a point; thence run N 36°49'23"W, leaving said R/W, 854.08 feet to a point; thence run N 09°48'21"W, 732.72 feet to an existing capped rebar; thence run N 09°51'34"W, 329.44 feet to an existing

capped rebar; thence run N 73°24'12"E, 60.13 feet (M) 60.41 feet (R) to the end of said easement.

The purpose of said Easement is for the Adjacent Owners to reach their respective properties. The parties hereto mutually agree that the said Easement shall run with the land and shall be binding upon all heirs and assigns of the Adjacent Owners.

The parties further agree that said Easement is a nonexclusive easement.

The Adjacent Owners agree that the parties hereto, their heirs and assigns, shall maintain the easement and shall be responsible for all expenses incurred in maintenance of said Easement and driveway in the following percentages:

Tract 1 – 50%

Tract 2 – 25%

Tract 3 – 25%

The Adjacent Owners agree that, in the event the driveway must be repaired, maintained, or rebuilt due to damage beyond normal wear and tear, the cost of such repair shall be the sole responsibility of the party who caused the damage. All necessary repairs must be completed within 60 days of the damage occurring. This agreement shall be binding upon the parties hereto and their respective heirs and assigns.

The parties agree that no party shall in any way hinder the other parties' access to Dogwood Lane or access of their heirs and assigns.

However, nothing herein shall prohibit Adjacent Owners, their heirs or assigns from dedicating the described easement to Calhoun County, Alabama, for the sole purpose of allowing said County to create a public roadway.

ADJACENT OWNER:

*(being the Owner of property described in Exhibit "A" also identified as Tract 1)*

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ADJACENT OWNER:

*(being the Owner of property described in Exhibit "B" also identified as Tract 2)*

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ADJACENT OWNER:

*(being the Owner of property described in*

*Exhibit "C" also identified as Tract 3)*

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STATE OF ALABAMA  
COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that, \_\_\_\_\_, being the Owner of property described in Exhibit "A" also identified as Tract 1, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

*(signature of remaining notary(ies) on following page)*

STATE OF ALABAMA  
COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that, \_\_\_\_\_, being the Owner of property described in Exhibit "B" also identified as Tract 2, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF CALHOUN

I, the undersigned, a Notary Public in and for said State and County, hereby certify that, \_\_\_\_\_, being the Owner of property described in Exhibit "C" also identified as Tract 3, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY:  
THE LAW OFFICE OF T. BOICE TURNER, JR., LLC  
1100 Woodstock Avenue – P.O. Box 1124  
Anniston, Alabama 36202  
(256) 235-1901

Our File No.: 26-0254SS

EXHIBIT "A"

TRACT 1 LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR; THENCE RUN S 73°24'12"W, 60.13 FEET (M) 60.41 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE RUN S 73°28'29"W, 249.88 FEET (M) 250.00 FEET (R) TO AN EXISTING CAPPED REBAR; THENCE RUN N 82°21'15"W, 627.69 FEET TO AN EXISTING 5/8" REBAR; THENCE RUN N 00°49'01"W, 1317.10 FEET TO AN EXISTING 5/8" REBAR ON THE NORTH LINE OF SAID 1/4; THENCE RUN N 89°12'48"E, ALONG SAID NORTH LINE, 962.74 FEET TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF THE SE 1/4 OF THE NE 1/4 AND THE NE 1/4 OF THE SE 1/4, SECTION 15, T-13-S, R-8-E, CALHOUN COUNTY, ALABAMA AND CONTAINS 29.45 ACRES (MORE OR LESS).

TOGETHER WITH A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.

EXHIBIT "B"  
TRACT 2 LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO AN EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE RUN S 09°49'43"E, 725.41 FEET TO ON EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W (M) S 49°01'40"W (R) ALONG SAID R/W, 200.00 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 36°48'10"W, LEAVING SAID R/W, 250.00 FEET TO AN EXISTING 1/2" PIPE; THENCE RUN N 53°13'30"E, 50.00 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 57°49'39"W, 545.05 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN N 85°32'10"W, 410.71 FEET TO AN EXISTING "BAILEY" CAPPED REBAR; THENCE RUN S 32°09'17"W, 478.60 FEET TO ON EXISTING "BAILEY" CAPPED REBAR ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4; THENCE RUN S 89°26'00"W, ALONG THE SOUTH LINE OF THE NORTH-HALF OF THE SE 1/4, 472.91 FEET TO A POINT ON THE CENTERLINE OF COWEN SPRINGS BRANCH; THENCE LEAVING SAID SOUTH LINE RUN THE FOLLOWING ALONG SAID BRANCH CENTERLINE, N 07°54'00"W, 111.80 FEET; N 09°03'00"W, 393.80 FEET; N 09°49'00"W, 282.80 FEET; N 07°38'25"W, 149.17 FEET; N 05°37'00"W, 211.00 FEET; N 02°42'00"W 48.20 FEET AND N 15°14'20"E, 185.28 FEET TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE SE 1/4; THENCE RUN N 89°26'00"E, LEAVING SAID CENTERLINE AND ALONG SAID NORTH LINE, 434.40 FEET TO AN EXISTING 5/8" REBAR; THENCE RUN S 82°21'15"E, LEAVING SAID NORTH LINE, 627.69 FEET TO ON EXISTING CAPPED REBAR; THENCE RUN S 09°52'04"E, 329.47 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°27'59"E, 249.83 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE POINT OF BEGINNING. SAID PROPERTY BEING A PORTION OF THE NE 1/4 OF THE SE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4, SECTION 15 AND A PORTION OF THE NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4, SECTION 14, T-13- S, R-8-E, CALHOUN COUNTY, ALABAMA AND CONTAINS 38.75 ACRES (MORE OR LESS).

SUBJECT TO A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS:  
COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED

REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.

EXHIBIT "C"  
TRACT 3 LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING PART OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 13 SOUTH, RANGE 8 EAST, CALHOUN COUNTY, ALABAMA CONTAINING 1.87 ACRES, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE WEST FOR A DISTANCE OF 400.00' TO A POINT; THENCE S 01°01' W FOR A DISTANCE OF 871.91' TO A POINT MARKED WITH A CAPPED REBAR (JAC); THENCE CONTINUE S 01°01' W FOR A DISTANCE OF 453.58' TO A POINT; THENCE S 73°24' W FOR A DISTANCE OF 60.41' TO A POINT MARKED WITH CAPPED REBAR ALSO KNOWN AS THE POINT OF BEGINNING; THENCE CONTINUE 73° 24' W FOR A DISTANCE OF 250.00'; THENCE S 10°10' E FOR A DISTANCE OF 329.29' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 73° E FOR A DISTANCE OF 248.80' TO A POINT MARKED WITH A CAPPED REBAR; THENCE N 09°53' W FOR A DISTANCE OF 329.38' TO THE POINT OF BEGINNING.

TOGETHER WITH A 60.00 FEET ACCESS AND UTILITY EASEMENT DESCRIBED AS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4, SECTION 15, T-13-S, R-8-EAST OF HUNTSVILLE MERIDIAN AND RUN S 89°12'48"W, ALONG THE NORTH LINE THEREOF, 400.00 FEET TO ON EXISTING 1/2" REBAR; THENCE RUN S 01°04'23"W, LEAVING SAID NORTH LINE, 872.16 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN S 01°02'30"W, 453.52 FEET TO AN EXISTING 1/2" REBAR AND THE POINT OF BEGINNING OF SAID EASEMENT; THENCE RUN S 09°49'43"E, 725.41 FEET TO AN EXISTING 1 1/2" PIPE; THENCE RUN S 36°49'23"E, 835.35 FEET TO A POINT ON THE NORTHWESTERLY R/W OF DOGWOOD LANE (60' R/W); THENCE RUN S 49°03'00"W, ALONG SAID R/W, 60.16 FEET TO A POINT; THENCE RUN N 36°49'23"W, LEAVING SAID R/W, 854.08 FEET TO A POINT; THENCE RUN N 09°48'21"W, 732.72 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 09°51'34"W, 329.44 FEET TO AN EXISTING CAPPED REBAR; THENCE RUN N 73°24'12"E, 60.13 FEET (M) 60.41 FEET (R) TO THE END OF SAID EASEMENT.