

\$ 500.00

20130930000390790 1/2 \$17.50
Shelby Cnty Judge of Probate, AL
09/30/2013 11:47:59 AM FILED/CERT

AGREEMENT FOR INGRESS EGRESS EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, **Curtis F. Swan and Tammy H. Swan, husband and wife** (the Grantor) do hereby grant to **Walter E. Tyler and Kay H. Tyler** (the Grantee) their successors and assigns, an ingress egress easement over, across and under the hereinafter described real estate situated in Shelby County, Alabama,

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 19, Township 19 South, Range 2 West, being a part of Lot 10, Brookshire First Sector, as recorded in Map Book 16, Page 33, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commencing at the NE corner of the South 1/2 of the NE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West; thence South along the 1/4 - 1/4 line a distance of 204.27 feet to the NE corner of the Walter E. Tyler property being the Point of Beginning; thence left 88 degrees 22 minutes 41 seconds and run an Easterly direction a distance of 3.00 feet; thence right 88 degrees 22 minutes 41 seconds and run Southerly and parallel to said 1/4 - 1/4 line a distance of 162.06 feet; thence right 91 degrees 37 minutes 19 seconds and run in a Westerly direction a distance of 3.00 feet to said 1/4 - 1/4 line; thence right and in a Northerly direction and along said 1/4 - 1/4 line a distance of 162.06 feet to the point of beginning.

Said parcel containing 486 square feet, more or less.

For the consideration aforesaid, the Grantor does grant unto the Grantee the right and privilege of a perpetual use of said ingress egress easement. The Grantor shall require that any construction, maintenance or repair work on the real property described herein, which required use of this ingress egress easement, shall be done in a workmanlike manner and that any damage to the Grantor's property which results from said construction, maintenance and/or repair activities will be corrected by the Grantee, at Grantee's sole expense.

The Grantee shall indemnify and hold the Grantor harmless from any liability or damage arising from the use of said easement or from the liability or damage from construction of improvements that the Grantees place within the property described herein or any loss, damages, claims or causes of action arising out of the use, construction or maintenance of which this ingress egress easement is used.

This easement is for the exclusive use of ingress and egress to the property described herein and under no circumstances shall it be used to connect or intersect with another street or road.

If any one or more of the provisions of this ingress egress easement agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

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In Witness Whereof, the Grantor and Grantee hereby agree to be bound by the terms and conditions of this agreement, and have hereunto set his hand and seal this 10th day of ~~July~~, August 2013.

Curtis F. Swan

Curtis F. Swan

Walter E. Tyler

Walter E. Tyler

Tammy H. Swan

Tammy H. Swan

Kay H. Tyler

Kay H. Tyler

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Curtis F. Swan and Tammy H. Swan, husband and wife**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of ~~July~~, August, 2013.

Amanda U Davis

Notary Public

My Commission Expires: 9-1-15

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Walter E. Tyler and Kay H. Tyler** whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 25th day of ~~July~~, September, 2013.

Jalisa S. Davis

Notary Public

My Commission Expires: Jalisa S Davis

My Commission Expires
November 29, 2016

This instrument prepared by:
B. Christopher Battles
3150 Hwy. 52 W.
Pelham, AL 35124