

5041

DRIVEWAY EASEMENT

This Easement made May 4th, 1975, by and between THERON S. HOFFMAN, JR. and wife, ANDREA K. HOFFMAN (hereinafter called first parties), and CARLOS H. JOHNSON and wife, FRANCES ELAINE JOHNSON; and FRED L. McDANIEL and wife, ELEANOR W. McDANIEL (hereinafter called second parties).

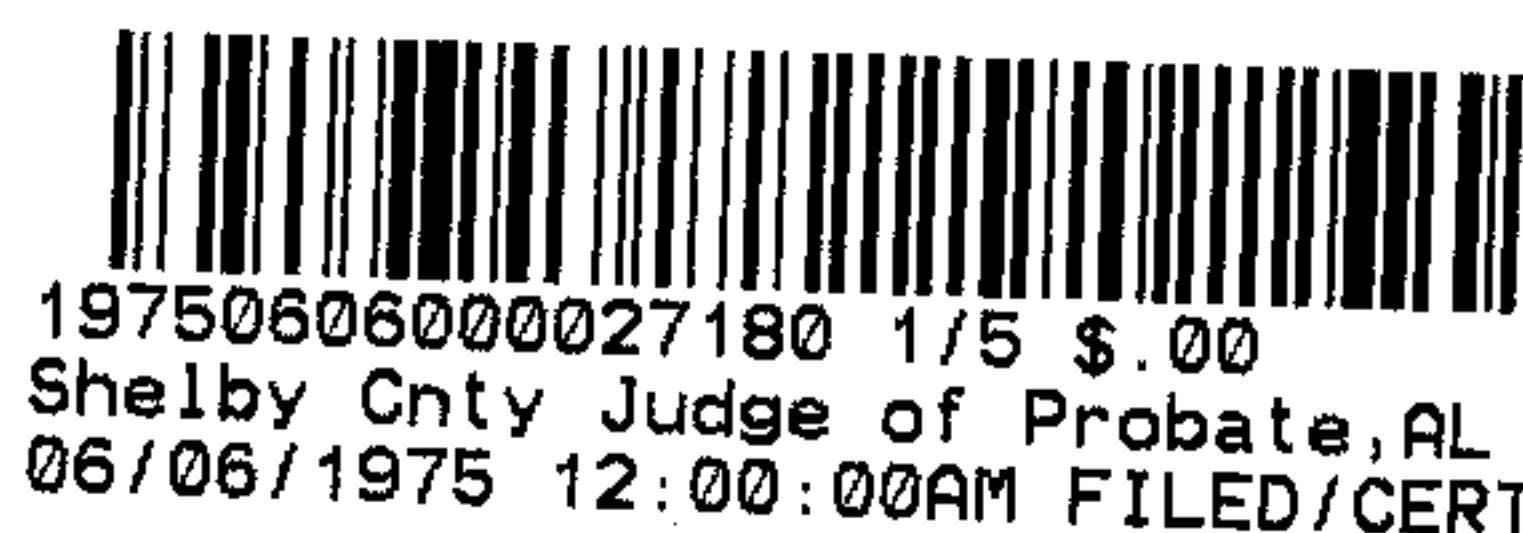
WHEREAS, first parties are the owners of Lot 25, Block 3, according to the survey of Wooddale, Second Sector as recorded in Map Book 5, Page 120, in the Probate Office of Shelby County, Alabama, and

WHEREAS, second parties are the owners of Lot 26, Block 3, according to the survey of Wooddale, Second Sector as recorded in Map Book 5, Page 120, in the Probate Office of Shelby County, Alabama, and

WHEREAS, said properties are adjacent to each other and the southerly line of Lot 26 forms the northerly line of Lot 25, and

WHEREAS, the driveway serving the residence constructed on said Lot 26 owned by second parties, encroaches on the northerly line of Lot 25 to the extent of 6.4 feet at its greatest point of extension at the middle of said encroachment, and which narrows off at the easterly and westerly points thereof to zero, said easterly and westerly points being approximately 25 feet from the middle of said encroachment, and

WHEREAS, first parties are willing to permit the encroachment referred to herein with the understanding however that second parties shall never acquire any right, title or interest in the fee title to the property encroached upon (except the easement referred to herein), and



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WHEREAS, second parties admit that they have no right to use the easement referred to herein except by the license of first parties,

NOW, THEREFORE, in pursuance of this agreement and for and in consideration of the sum of One (\$1.00) Dollar paid by each of the parties to each other, the receipt and sufficiency of which is hereby acknowledged, and in order to avoid any uncertainties that may arise by virtue of the rights of both parties herein, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. First parties hereby grant unto second parties, their heirs and assigns, an easement and right of way to pass and repass along and over a small strip of land 6.4 feet wide at its greatest point of encroachment upon and along the northerly line of Lot 25 together with the right to maintain said driveway as it presently exists over the said northerly line of said first parties above described property 6.4 feet as shown by the survey of said Lot 26 prepared by Allen Whitley, Registered Surveyor, dated May 12, 1975, a copy of which is attached hereto and by reference incorporated herein and made an integral part hereof. Said easement is to permit ingress and egress to and from the front of Lot 26 in order to gain entrance to the garage connected with the improvements on said Lot 26.

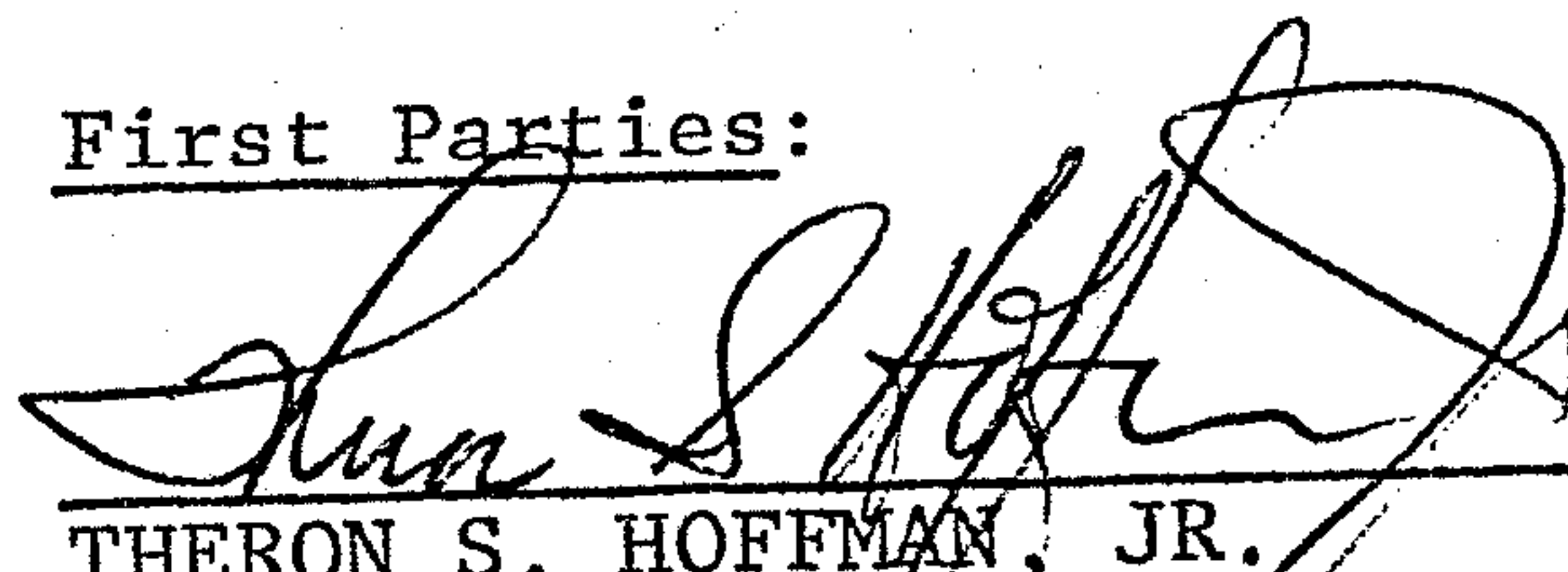
2. Second parties represent to first parties and their assigns and successors in interest that they have and claim no right, title or interest in or to the small parcel encroached upon, said second parties hereby disclaim any intention to acquire the fee title to the parcel encroached upon either by adverse possession or otherwise.


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Shelby Cnty Judge of Probate, AL
06/06/1975 12:00:00AM FILED/CERT

3. It is understood and agreed by and between the parties hereto that the easement granted herein and the disclaimer referred to herein are to be held by the respective parties, their heirs and assigns, as appurtenant to the land owned by said respective parties.

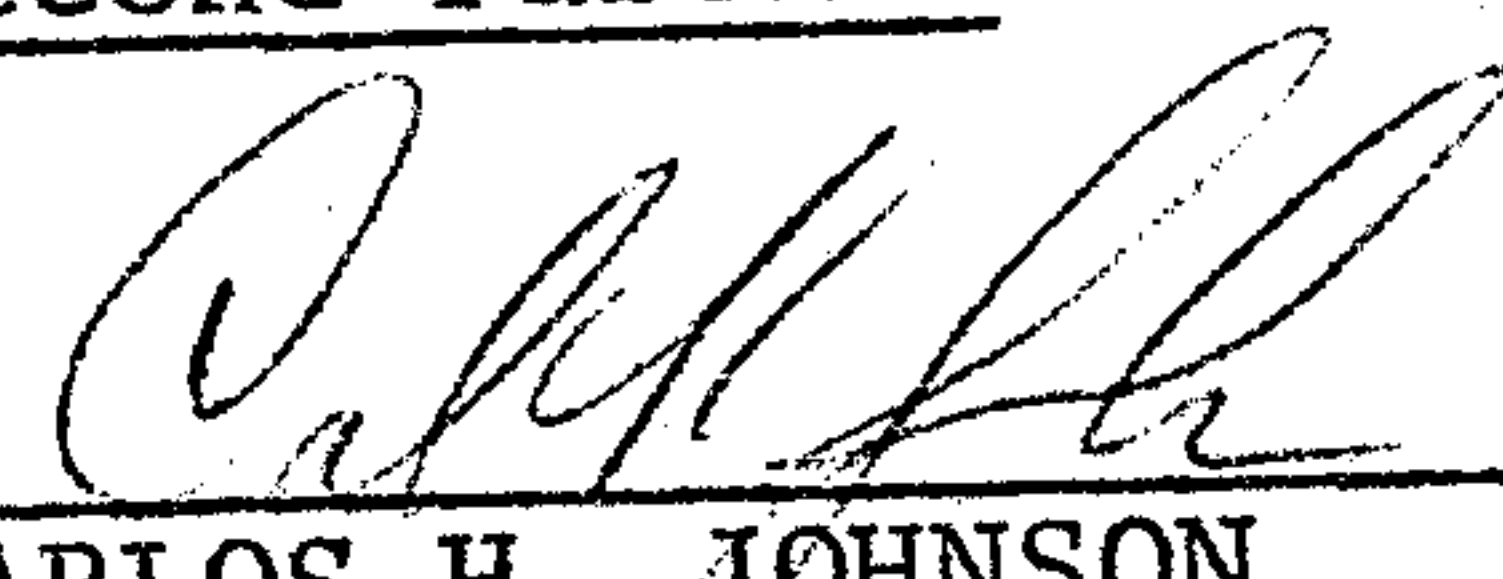
IN WITNESS WHEREOF, the parties have signed this easement the day and year first above written.

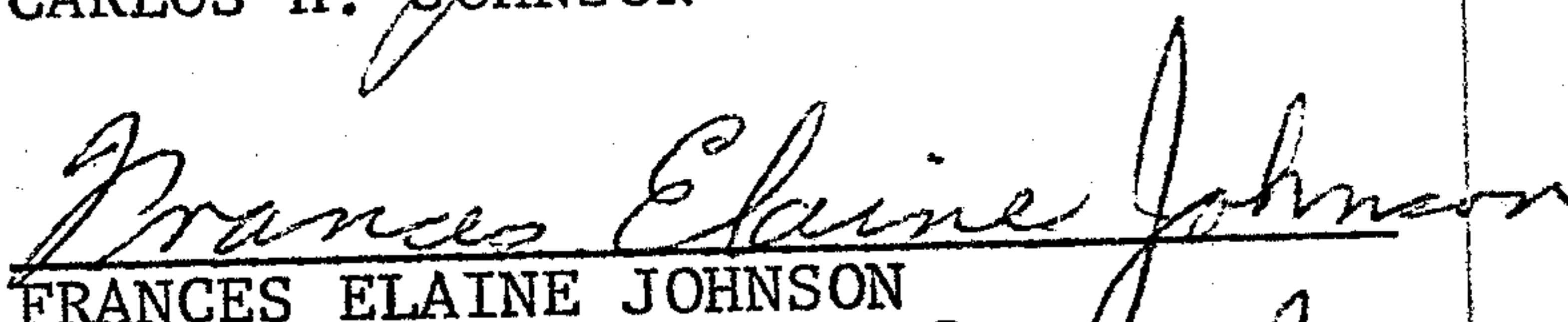
First Parties:

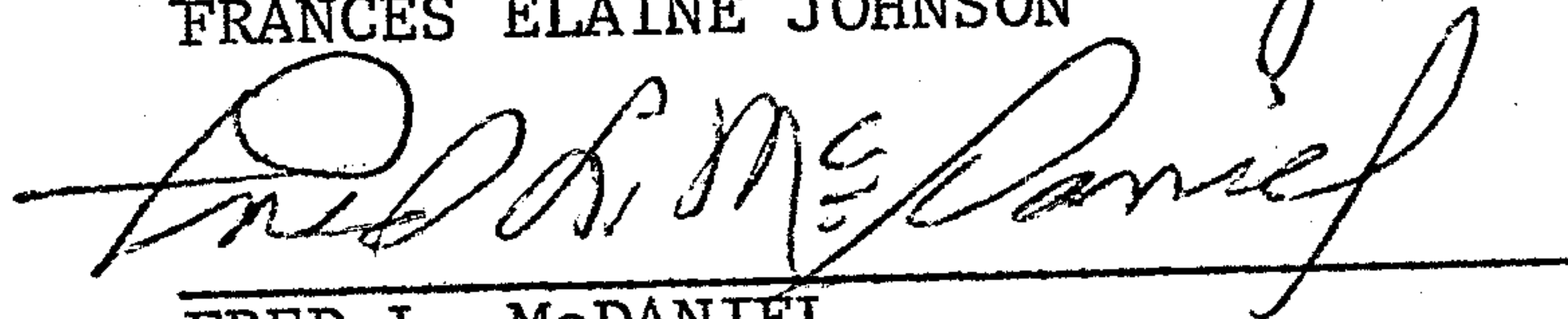

THERON S. HOFFMAN, JR.


ANDREA K. HOFFMAN

Second Parties:


CARLOS H. JOHNSON


FRANCES ELAINE JOHNSON


FRED L. McDANIEL


ELEANOR W. McDANIEL

STATE OF ALABAMA)

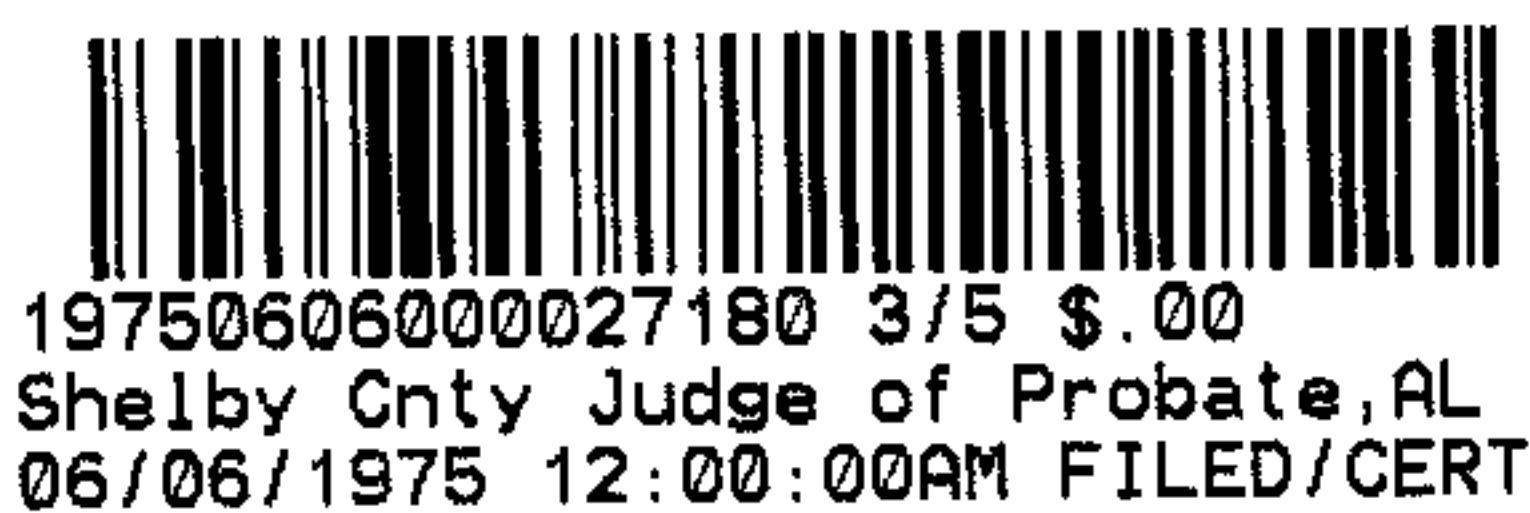
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Theron S. Hoffman, Jr. and wife, Andrea K. Hoffman, whose names are signed to the foregoing easement, and who are known to me, acknowledged before me on this day, that being informed of the contents of the easement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1975.


Notary Public

ROBERT O. DRIGGERS
ATTORNEY AT LAW
824 LINDEN AVENUE
BOMEWOOD, ALABAMA



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carlos H. Johnson and wife, Frances Elaine Johnson and Fred L. McDaniel and wife, Eleanor W. McDaniel, whose names are signed to the foregoing easement, and who are known to me, acknowledged before me on this day, that being informed of the contents of the easement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1975.

Robert O. Driggers
Notary Public

My Commission Expires May 2, 1978



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ROBERT O. DRIGGERS
ATTORNEY AT LAW
2824 LINDEN AVENUE
HOMEWOOD, ALABAMA

