

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT FOR ENCROACHMENTS

THIS AGREEMENT, made and entered into this the 22 day of August, 1994, by and between

KEITH M. MITCHELL, a married person

[NAMES & MARITAL STATUS OF OWNERS OF ENCROACHING IMPROVEMENTS]
parties of the first part (hereinafter referred to as "First Parties", whether one or more); and

J. WILLIAM DAVIS AND NANCY B. DAVIS, husband and wife

[NAMES & MARITAL STATUS OF OWNERS OF PROPERTY ENCROACHED UPON]
parties of the second part (hereinafter referred to as "Second Parties", whether one or more).

WITNESSETH

WHEREAS, First Parties are the owners of property located at

3072 Old Stone Drive, Birmingham Alabama 35242

[ADDRESS OF PROPERTY OF FIRST PARTIES]

(hereinafter referred to as the "First Property"), said First Property being more particularly described and shown with improvements on the Survey of

Laurence D. Weyand, Reg.P.E. & L.S #10373, Dated August 4, 1994

[NAME OF SURVEYOR, REGISTRATION NO., AND DATE]

(hereinafter referred to as the "Survey"), a copy of said Survey being attached hereto and made a part of this Agreement; and

WHEREAS, Second Parties are the owners of the property located at

3070 Old Stone Drive, Birmingham Alabama 35242

[ADDRESS OF PROPERTY OF SECOND PARTIES]

(hereinafter referred to as the "Second Property"), the said Second Property being located immediately West (Compass Direction) of and adjoining the First Property; and

WHEREAS, the Survey disclosed that certain improvements owned by First Parties are located partially on the Second Property, thereby creating encroachments of said improvements, said encroaching improvements being more particularly and completely described as: [List encroachments in detail as shown on Survey]

Overhang/eave of house over property line by 1.0 feet.

Retaining wall over property line by 2.3 feet

NOW, THEREFORE, in consideration of the premises, and of One and 00/100 (\$1.00) Dollar in hand paid by the First Parties to Second Parties, First Parties and Second Parties hereby covenant and agree as follows:

1. The First Parties hereby disclaim any title to or interest in any portion of Second Property by reason of said encroaching improvements.

2. The Second Parties hereby sell, grant, and convey unto First Parties, their heirs, successors and/or assigns, an Easement over Second Property for the exclusive purpose of using and maintaining the encroaching improvements of First Parties which are located thereon.

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JUDGE OF PROBATE

3. First Parties agree, that should said encroaching improvements be removed by First Parties, their heirs, successors and/or assigns, then in that event, all rights granted hereunder shall immediately become null and void.

4. First Parties and Second Parties agree that these covenants shall run with the land so long as the encroaching improvements shall exist as described herein.

5. First Parties and Second Parties acknowledge that the First Property does not constitute the homestead of Keith M. Mitchell.


IN WITNESS WHEREOF, First Parties and Second Parties have hereunto set their hands and seals, the day and year first written above.


FIRST PARTIES

SECOND PARTIES



Keith M. Mitchell



J. William Davis


Nancy B. Davis

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Keith M. Mitchell, a married person, whose name(s) as First Parties is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26th day of August, 1994.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/2/94

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. William Davis and Nancy B. Davis, husband and wife, whose name(s) as Second Parties is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 26 day of August, 1994.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/2/94

THIS INSTRUMENT PREPARED BY:
W. Russell Beals, Jr., Attorney
BEALS & ASSOCIATES, P.C.
#10 Inverness Center Parkway, Ste. 110
Birmingham, AL 35242

2025 AUG 28 2 21 PM '94
SHELBY COUNTY CLERK
OFFICE OF THE CLERK
1000 19TH AVENUE N
BIRMINGHAM, AL 35203

Inst # 1994-27654

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02:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DRE MCD 11.00