

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT FOR ENCROACHMENTS

THIS AGREEMENT, made and entered into this the 17th day of **June, 1997** by and between

Indianwood Building Co., Inc., an Alabama Corporation

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

William M. Hightower and Emily M. Hightower, 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

1012 Eagle Point Cove, Birmingham AL 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

Melvin R. Reynolds, Reg.No.2087, dated March 10, 1997

[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

1009 Eagle Point Cove, Birmingham AL 35242

[ADDRESS OF PROPERTY OF SECOND PARTIES]

(hereinafter referred to as the "Second Property"), the said Second Property being located immediately South (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]

Driveway

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.

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.

06/23/1997-19527
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HCB 13.50

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.

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

FIRST PARTIES

INDIANWOOD BUILDING CO., INC.

BY *Laurie Kinnebrew*
LAURIE KINNEBREW, TREASURER

SECOND PARTIES

William M. Hightower
WILLIAM M. HIGHTOWER
Emily M. Hightower
EMILY M. HIGHTOWER

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Laurie Kinnebrew**, whose name as Treasurer of **Indianwood Building Co., Inc., an Alabama Corporation**, being First Parties herein, 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 and with full authority, for and on behalf of said corporation on the day the same bears date.

Given under my hand and official seal, this 17th day of **June, 1997**

W. R. B. [Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 09/21/98

**STATE OF ALABAMA
COUNTY OF SHELBY**

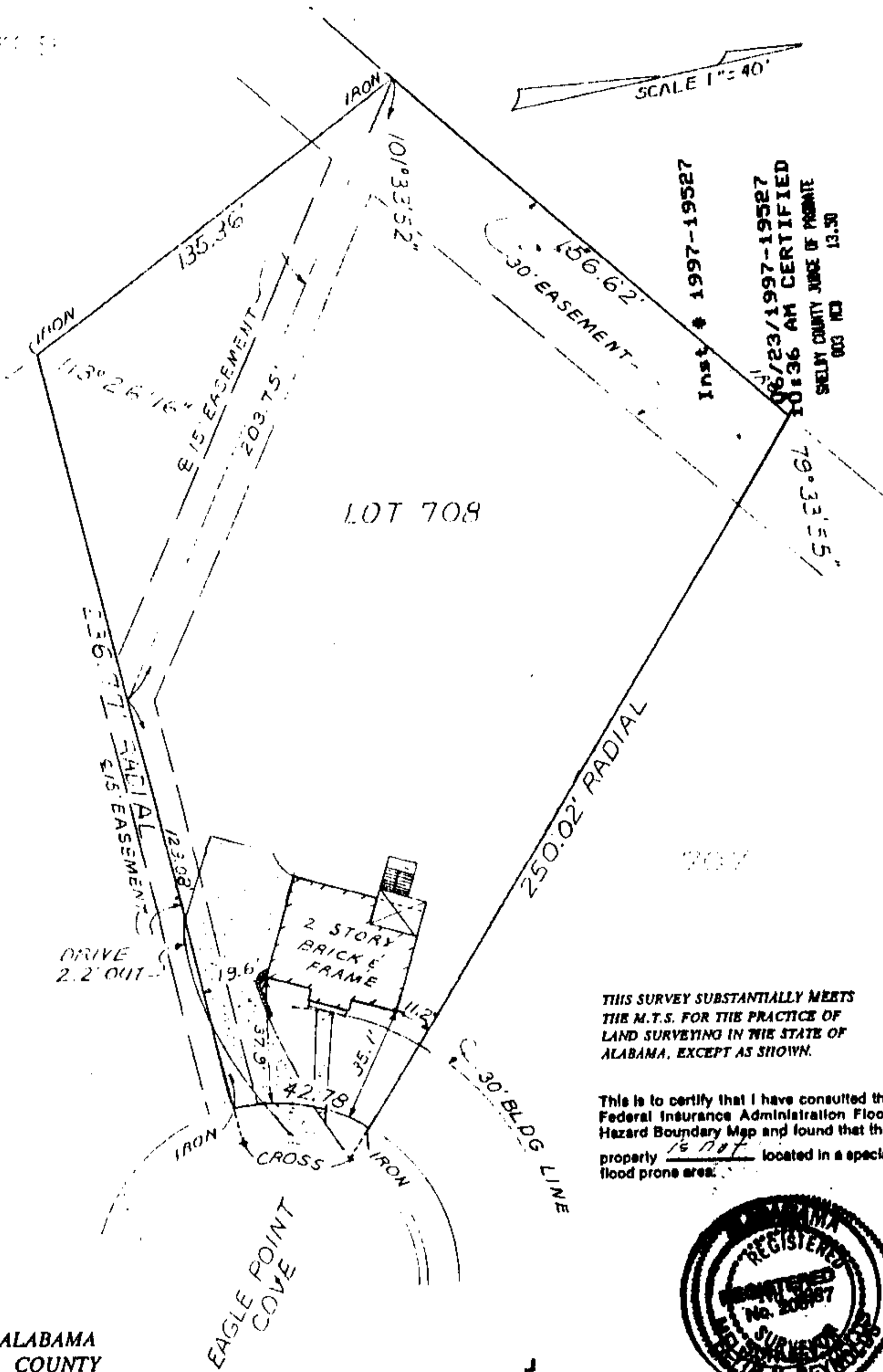
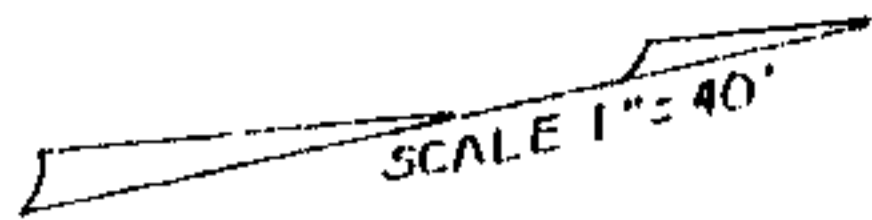
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **William M. Hightower and Emily M. Hightower, husband and wife** whose name(s) as Second Parties is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this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

Given under my hand and official seal, this 17th day of **June, 1997**

W. R. B. [Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 09/21/98

REYNOLDS & RAWSON, INC.
Surveyors - Engineers

2008



Inst. # 1997-19527
06/23/1997-19527
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
803 N3 13.50

LOT 708

DRIVE
2.2' OUT-

THIS SURVEY SUBSTANTIALLY MEETS
THE M.T.S. FOR THE PRACTICE OF
LAND SURVEYING IN THE STATE OF
ALABAMA, EXCEPT AS SHOWN.

This is to certify that I have consulted the
Federal Insurance Administration Flood
Hazard Boundary Map and found that this
property is not located in a special
flood prone area.



STATE OF ALABAMA
SHELBY COUNTY

I, Melvin R. Reynolds, a Registered Surveyor, do hereby certify that this is a true and correct plat or map of Lot 708, Block - of EAGLE POINT 7TH SECTOR as recorded in Map Book 20, Page 18 in the Office of the Judge of Probate in SHELBY County, Alabama. The improvements on said premises are as shown above. There are no visible encroachments of buildings, rights of way, easements or joint driveways over or across said lands except as shown; there are no visible encroachments by electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires on or over said premises except as shown. According to my survey this the 10th day of MARCH, 1997.

Purchaser:
Address: 1012 EAGLE POINT COVE

Melvin R. Reynolds

Reg. No. 2087

566/75