

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT FOR ENCROACHMENTS

THIS AGREEMENT, made and entered into this the 23rd day of **June, 1997**, by and between

Sunburst, L.L.C., an Alabama Limited Liability Company

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

D.S.E.Construction, Inc., an Alabama Corporation

[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

7061 Inverness Green Lane, 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

Laurence D. Weygand, Reg.P.E. & L.S.#10373, Dated June 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

7057 Inverness Green Lane, Birmingham AL 35242

[ADDRESS OF PROPERTY OF SECOND PARTIES]

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

Masonry Retaining Wall

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

07/24/1997-23229
01:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MC3 12.00

Inst # 1997-23229

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.

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

FIRST PARTIES

Sunburst, L.L.C.

By: Patricia Clay
Patricia Clay, Member

By: Norman Clay
Norman Clay, Member

STATE OF ALABAMA
COUNTY OF SHELBY

SECOND PARTIES

D.S.E.Construction, Inc.

By: Carl J. Burgess
Carl J. Burgess, President
Inst # 1997-23229

07/24/1997-23229
01:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCB 12.00

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that

Patricia Clay and Norman Clay

whose name(s) as Members of Sunburst, L.L.C., the 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, with full authority and as the act of the Limited Liability Company on the day the same bears date.

Given under my hand and official seal, this 23rd day of June, 1997.

W. R. Bailey
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

Carl J. Burgess

whose name(s) as President of D.S.E.Construction, Inc., the 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, with full authority and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 23rd day of June 1997.

W. R. Bailey
NOTARY PUBLIC
MY COMMISSION EXPIRES: 09/21/98

Inst # 1997-23229