

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT FOR ENCROACHMENTS

THIS AGREEMENT, made and entered into this the 15 day of **January, 1999** by and between

Greg Rice and Laura M. Rice, husband and wife

[NAMES & MARITAL STATUS OF OWNERS OF ENCROACHING IMPROVEMENTS]

parties of the first part (hereinafter referred to as "First Parties", whether one or more); and

Cameo Construction Co., Inc.

[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

270 Woodbury Drive, Sterrett AL 35147

[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

Carl Daniel Moore, Reg.L.S.#12159

[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

266 Woodbury Drive, Sterrett AL 35147

[ADDRESS OF PROPERTY OF SECOND PARTIES]

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

Brick 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.

01/25/1999-03256
11:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 13.50

Inst • 1999-03256

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.

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

FIRST PARTIES

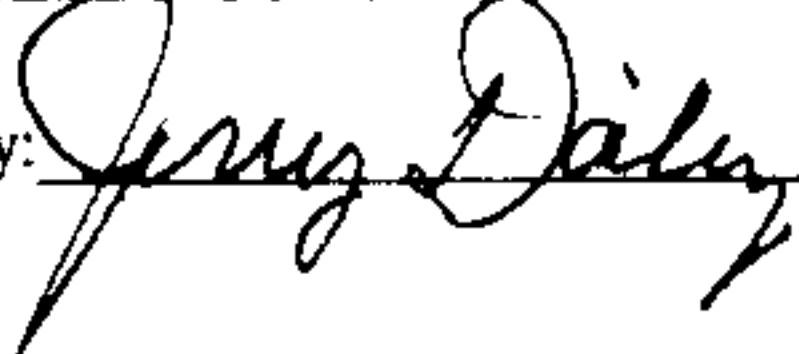


Greg Rice


Laura M. Rice
STATE OF ALABAMA
COUNTY OF Shelby

SECOND PARTIES

CAMEO CONSTRUCTION CO., INC.

By: 

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, Greg Rice and Laura M. Rice, husband and wife, 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 15 day of January, 1999



NOTARY PUBLIC
MY COMMISSION EXPIRES 1-9-03

STATE OF ALABAMA
COUNTY OF Shelby

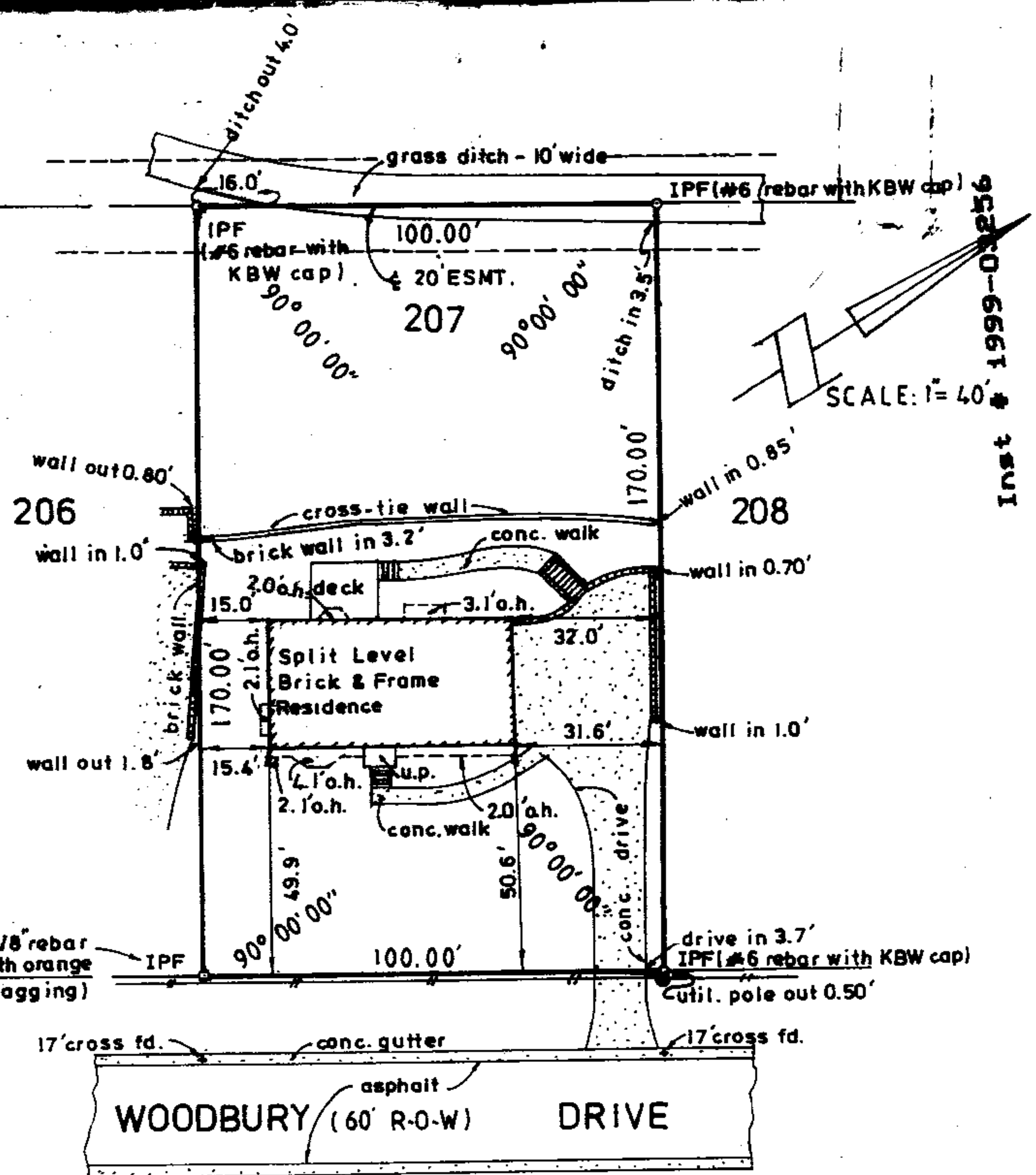
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JERRY DAILEY, whose name as PRESIDENT of Cameo Construction Co., Inc. the Second Parties is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, 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 15 day of January, 1999.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 1-9-2003

ASPH = asphalt
 BLDG. = building
 CALC. = calculated
 CAP = capped iron
 C = centerline
 CH = chord
 CONC. = concrete
 C' = covered
 d = deflection
 Δ = curve delta angle
 E = East
 ESMT. = easement
 FC = fence
 FD = road
 I.P.F. = iron pin found
 I.P.S. = iron pin set (#6 rebar with KBW cap)
 MEAS. = measured
 MIN = minimum
 M.H. = manhole
 N = North
 O.H. = overhang
 P = porch
 P.C. = point of curve
 P.T. = point of tangent
 P.V.M.T. = pavement
 R = radius
 REC = recorded
 RES = residence
 R-O-W = right-of-way
 S = South
 SAN. = sanitary
 STM. = storm
 SWR. = sewer
 SYN. = synthetic
 UTL. = utility
 U. = uncovered
 W = West
 ' = degrees
 ' = minutes (in bearings or angles)
 ' = seconds (in bearings or angles)
 ' = feet (in distances)
 ' = inches (in distances)
 AC = acres
 ± = more or less (or plus or minus)
 Rebar = reinforcement bar



STATE OF ALABAMA COUNTY OF SHELBY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed Lot 207
FOREST PARKS - 2ND SECTOR recorded in Map Volume 22, on Page 71
SHELBY County, Alabama; that this survey meets or
 exceeds the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama; that I have consulted the
 Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is located in zone
 "C" according to F.I.R.M. community panel 010191-0050 (SHELBY COUNTY, AL) dated
9-16-82; that the correct address is as follows: 266 WOODBURY DRIVE
 according to my survey of: January 5, 1999. Survey is not valid unless it is sealed with
 embossed seal or stamped in red.

K. B. WEYGAND & ASSOCIATES, P.C.
 2233 Cahaba Valley Drive, Birmingham, AL 35242-2602
 Tel: (205) 991-8965 - Fax: (205) 991-6032

Order No. 07243
 Purchaser: ROSE
 Type Survey: MORTGAGE LOAN

Carl Daniel Moore
 Carl Daniel Moore, Reg. L. S. #13256

01/25/1999-03256
 11:50 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 003 SH 13.50