

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT FOR ENCROACHMENTS

THIS AGREEMENT, made and entered into this the 31 day of March, 2000 by and between

CCJ
IN
BLS (GR)
IN

D'MARTINO A. FERRELL AND JUDITH V. FERRELL
[NAMES & MARITAL STATUS OF OWNERS OF ENCROACHING IMPROVEMENTS]
parties of the first part (hereinafter referred to as "First Parties", whether one or more); and

Billy L. Stell and his wife, Flora Eloise Stell
[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

181 Milton Street, Montevallo AL 35115

[ADDRESS OF PROPERTY OF FIRST PARTIES]

(hereinafter referred to as the "First Property"), the description of said First Property being shown with improvements thereon in the Survey of

Amos Cory, P.L.S.#10550, dated 09/17/99

[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

185 Milton Drive, Montevallo AL 35115

[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]

Carport and Eaves of the structure

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.

04/06/2000-11349
11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 100 16.00

Inst # 2000-11349

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 agree to maintain the encroaching improvements and not allow them to deteriorate to the detriment of the Second Property.

5. 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

SECOND PARTIES

D.M. Ferrell
D'Martino A. Ferrell

Billy L. Stell
Billy L. Stell

Judith V. Ferrell
Judith V. Ferrell

Flora Eloise Stell
Flora Eloise Stell

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David C. Bell and his wife, Julia W. Bell, 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 22 day of September, 1999

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

**STATE OF ALABAMA
COUNTY OF SHELBY**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Billy L. Stell and his wife, Flora Eloise Stell, 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 22 day of September, 1999.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 1, 2003
RENEWED THIS NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that D'Martino A. Ferrell and his wife, Judith V. Ferrell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 31st day of March, 2000.



Notary Public
My Commission Expires 5/15/2001



Office
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