

20030509000288670 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
05/09/2003 12:00:00 FILED/CERTIFIED

ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2002, by and between Josephine M. Sturrock, parties of the first part (hereinafter referred to as "First Parties"); and Carlyne E. Hendrix, parties of the second part (hereinafter referred to as "Second Parties").

WITNESSETH

WHEREAS, First Parties are the owners of property located at *Lot 15, (Subdivision shown below) (hereinafter referred to as the "First Property"), the First Property being more particularly shown on the survey of Lot 15, Wildewood Village (hereinafter referred to as the "Survey"), a copy of the Survey being attached hereto and made a part of this Agreement.

WHEREAS, Second Parties are the owners of property located at Lot 14 of said subdivision (hereinafter referred to as the "Second Property"), the Second Property being located immediately West of and adjoining the First Property; and

WHEREAS, the Survey discloses that certain improvements owned by First Parties are located partially on the Second Property. Said improvement encroachment(s) is/are more completely described as: House is 0.2' over property line and fence is over the property line

NOW, THEREFORE, in consideration of the premises, and of One and No/100 Dollar (\$1.00) 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 or interest in any portion of the Second Property by reason of said encroachment.
2. The Second Parties hereby grant unto First Parties an easement over the Second Property for the purpose of using and maintaining the improvements of First Parties which are located thereon. Said easement to run with the land.
3. First Parties agree that should said encroachment be removed by First Parties at any time, all rights granted under this Agreement shall immediately become null and void.

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

Josephine M. Sturrock
Josephine M. Sturrock
First Parties

Carlyne E. Hendrix
Carlyne E. Hendrix
Second Parties

THE STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Josephine M. Sturrock whose name is 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of January, 2003.

My Commission Expires: 7/24/03

Carolyn M. Williamson
Notary Public (SEAL)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carlyne E. Hendrix whose name is 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28th day of March, 2003.

My Commission Expires: 7/24/03

Carolyn M. Williamson
Notary Public (SEAL)

*Amended Map of Wildewood Village - Third Addition, as shown on the Map of plat thereof, recorded in Map Book 8, Page 182, in the Office of the Judge of Probate, Shelby County, Alabama.

LEGEND

- WOOD FENCE
- x-x-x-x- CHAIN LINK FENCE
- ⬢ FIRE HYDRANT
- IRON PIN FOUND
- (P) RECORDED PLAT
- (M) FIELD MEASUREMENT

FENCE 0.3' INSIDE

FOUND 3/4" REBAR

FENCE 0.5' INSIDE



Scale 1" = 30'

FOUND 3/8" IRON PIN

FENCE 0.3' INSIDE

FENCE 0.4' OUTSIDE



16

FENCE 0.1' OUTSIDE

DELTA=40°05'48" (P)

DELTA=40°00'57" (M)

R=50.00' (P&M)

L=34.99' (P)

L=34.92' (M)

NORTH WILDEWOOD DRIVE
(50' RIGHT-OF-WAY)

DESCRIPTION: Lot 15, AMENDED MAP OF WILDEWOOD VILLAGE - THIRD ADDITION, as shown on the map of plat thereof, recorded in Map Book 8, Page 182, in the Office of the Judge of Probate, Shelby County, Alabama.

SURVEYOR'S CERTIFICATE: I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

SURVEYOR'S NOTES:

1. This survey is not intended to delineate the regulatory jurisdiction of any federal, state, regional, or local agency, board, commission, or other similar entity.
2. No underground utilities, underground encroachments, underground lines, or subsurface building foundations were located as a part of this survey.
3. This survey was conducted without the benefit of an abstract of title or title report. There may be matters of the public records unknown to this surveyor not depicted hereon.
4. This survey may have been reduced or enlarged due to reproduction.
5. The date of field survey, listed to the right, is the last time that this surveyor had any personal knowledge of site conditions. **Survey not valid without "red" seal.**

CARR & ASSOCIATES ENGINEERS, INC.

[Signature]

9/26/02

BARTON F. CARR, PLS NO. 16685
2052 Oak Mountain Drive
Pelham, Alabama 35124
Phone: 205-664-8498 Fax: 205-664-9685

Date of Signature

Type of Survey: CLOSING OR LOAN SURVEY
Job No. 02.0911 Field Book/Pg.: 594/70-73
CADD: VLP Date of Map Preparation: 9/26/02
Date of Field Survey: SEPTEMBER 26, 2002
Street Address: 3342 NORTH WILDEWOOD DRIVE

FLOOD ZONE "C"