

\$500.00

20070219000074670 1/4 \$21.50  
Shelby Cnty Judge of Probate, AL  
02/19/2007 11:32:57AM FILED/CERT

This instrument prepared by and should be returned to:

Harry Gamble  
Attorney at Law  
105 Owens Parkway Suite B  
Birmingham, AL 35244

STATE OF ALABAMA

SHELBY COUNTY

**EASEMENT AGREEMENT**

This EASEMENT AGREEMENT is made and entered into as of the 13<sup>th</sup> day of December, 2006, by and between LONG BRANCH, LLC ("Grantor") and MICHAEL W. WIND AND MARLA K. WIND ("Grantee").

WHEREAS, Grantee is the owner of a parcel of land located in Shelby County, Alabama described as Lot 154, according to the Survey of Long Branch Estates, Phase II, Final Plat, as recorded in Map Book 36, Page 93, in the Probate Office of Shelby County, Alabama; and

WHEREAS, Grantor is the owner of a parcel of land located in Shelby County, Alabama described as Lot 155, according to the Survey of Long Branch Estates, Phase II, Final Plat, as recorded in Map Book 36 Page 93, in the Probate Office of Shelby County, Alabama; and, such lot 155 being contiguous by a common side boundary to said Lot 154; and

WHEREAS, for certain consideration, Grantor has agreed to execute and deliver this Easement Agreement, and to grant a limited easement across the portion of Lot 155 upon which the driveway of Lot 154 encroaches, as described herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable

consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned Grantor does hereby grant, bargain, sell and convey unto Grantee a perpetual, exclusive easement, which shall run with the land, for purposes of ingress and egress over and across Lot 155, in the location and to the extent the concrete driveway that is currently located primarily on, and that exists for the purpose of serving, Lot 154, extends onto Lot 155, being the strip of property shown on the survey dated 14 October 2006 (A copy of which is attached as Exhibit "A") by Hager Company, Inc. that encroaches 2.34' onto lot 155 at the Northerly portion of the encroaching strip of property, and 1.68' over at the southerly portion of the encroachment.

The easement herein granted is subject to the following terms, conditions and restrictions:

1. The easement is granted only for the purposes of ingress and egress to Lot 154, and other purposes that may be customary and appropriate for a concrete driveway; and
2. Neither Grantor nor Grantee, nor their successors in interest or assigns, may construct or build any permanent structure, including a house, in said area.

IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this instrument as of the 13<sup>th</sup> day of December, 2006.

**GRANTOR:**

LONG BRANCH, LLC

By: Scott Johnson

Its: Managing Member

**GRANTEE:**

Michael W Wind  
Michael W. Wind

Marla K. Wind  
Marla K. Wind

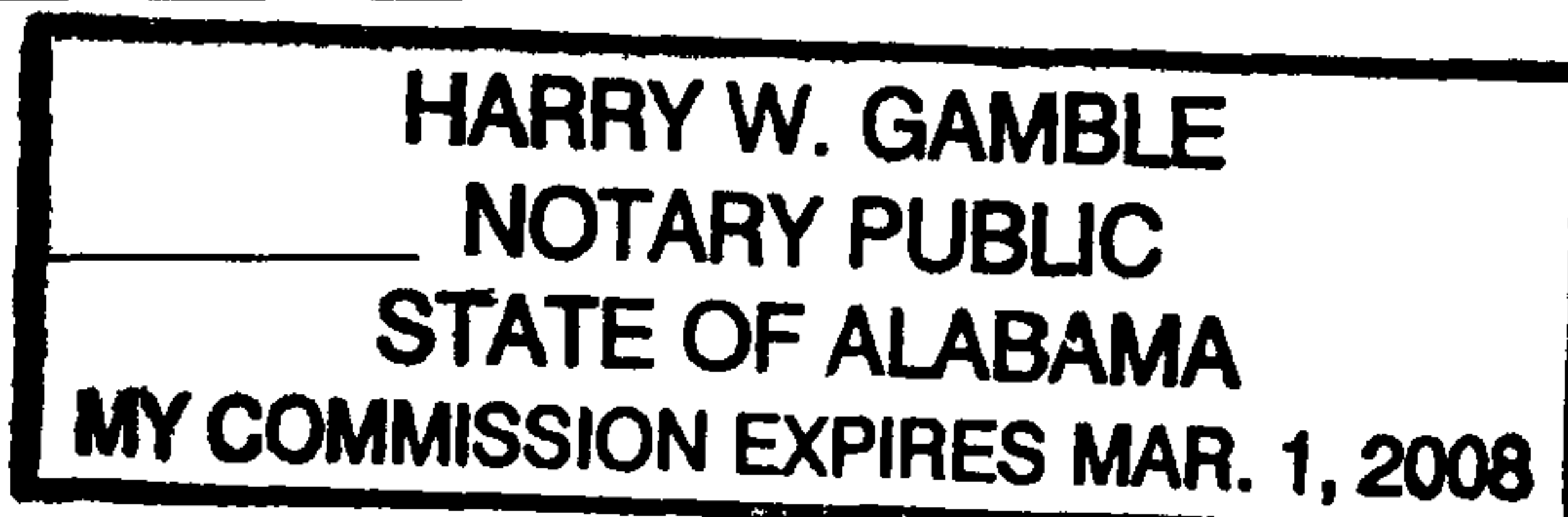


STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Scott Johnson, whose name as Managing Member of Long Branch, LLC, a limited liability company, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of December, 2006.

H. W. Gamble  
Notary Public  
My Commission Expires:



STATE OF ALABAMA )  
COUNTY Shelby )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Michael W. Wind and Marla K. Wind, individuals whose names are signed to the foregoing Easement Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said Easement Agreement, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13<sup>th</sup> day of December, 2006.

H. W. Gamble  
Notary Public  
My Commission Expires: \_\_\_\_\_

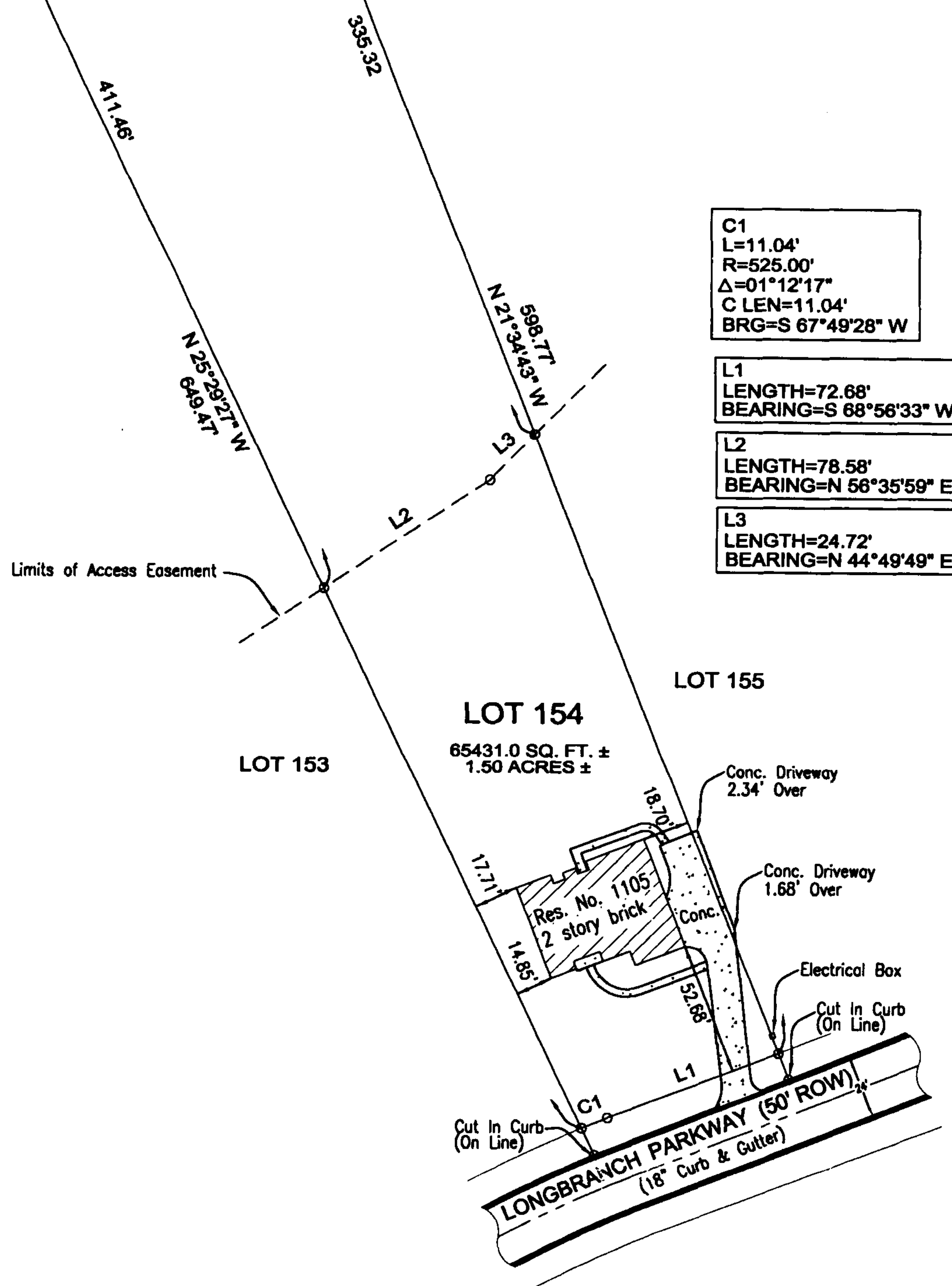
Rebar w/ Cap N 89°38'59" E  
137.35' (M)  
136.06' (PLAT)



SCALE: 1"=60'



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C1  
L=11.04'  
R=525.00'  
Δ=01°12'17"  
C LEN=11.04'  
BRG=S 67°49'28" W

L1  
LENGTH=72.68'  
BEARING=S 68°56'33" W

L2  
LENGTH=78.58'  
BEARING=N 56°35'59" E

L3  
LENGTH=24.72'  
BEARING=N 44°49'49" E

Shelby County, AL 02/19/2007  
State of Alabama

Deed Tax: \$.50

STATE OF ALABAMA  
COUNTY OF SHELBY

LOT 154, ACCORDING TO THE MAP LONGBRANCH ESTATES PHASE II, AS RECORDED IN MAP BOOK 36, PAGE 93, IN  
THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

For the aboved described property, I, Karl Hager, hereby state that all parts of this survey and drawing have been completed in accordance with the current standards  
for the practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

SOURCE OF TITLE: M.B. 36, PAGE 93 (SHELBY CO.)

DATE: 14 OCTOBER 2006

TYPE  
AS-BUILT

**HCI**

HAGER COMPANY, INC.  
1623 2ND AVE. NORTH  
BESSEMER, AL 35020  
PHONE: 205.424.4235  
FAX: 205.425.6310

C/L-CENTERLINE  
IPS-5/8" REBAR W/ CAP  
IPF-IRON PIN FOUND  
CALC-CALCULATED  
(PLAT)-PLAT DIMENSION  
(M)-MEASURED DIMENSION  
ROW-RIGHT OF WAY  
CONC-CONCRETE  
PP-POWER POLE  
FC-FENCE CORNER  
MTL-METAL  
BM-BENCH MARK FOUND  
TBM-BENCH MARK SET  
ANC-POWER POLE ANCHOR

N-NORTH  
S-SOUTH  
W-WEST  
E-EAST  
POC-POINT OF COMMENCEMENT  
POB-POINT OF BEGINNING  
●-POINT SET  
○-POINT FOUND  
⊠-POINT CALC.  
Δ-POINT NOT SET  
--- FENCE LINE  
--- EASEMENT LINE  
--- OHP- OVERHEAD POWER/TEL  
MH - Manhole

