

Shelby County, AL 10/20/2011
State of Alabama
Deed Tax: \$.50

20111020000312550 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
10/20/2011 11:26:00 AM FILED/CERT

DECLARATION AND AGREEMENT OF EASEMENTS

THIS DECLARATION AND AGREEMENT OF EASEMENTS ("Declaration") is made this _____ day of October, 2011, by and between ELAINE W. BEIERSDOERFER, of Shelby county, Alabama (herein "First Owner") and WERNER H. BEIERSDOERFER, of Shelby county, Alabama (herein "Second Owner")

WITNESSETH

WHEREAS, on First Owner owns real property located in the Northwest Quarter of Section 11 and the Southwest Quarter of Section 2, Township 22 South, Range 2 West, Shelby County, Alabama, which land consists of Tract 3-A and Tract 3-B (herein referred to by their tract numbers) as shown on plat entitled a Resurvey of Tract 3, Meadow Lake Farms, by Arrington Engineering and recorded in Map Book 41, page 99, Office of the Probate Judge of Shelby County, Alabama, said plat being incorporated herein by reference for a full description of the tracts and property shown thereon; and

WHEREAS, Second Owner owns real property being the Northeast Quarter of Section 10, Township 22 South, Range 2, West, Shelby County, Alabama adjacent the above described property, (herein called "Tract 2"), and First Owner and Second Owner desire to establish certain easement rights relative to their properties.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid to First Owner and and other good and valuable considerations, and the mutual covenants and easements hereafter granted, the parties agree, grant and convey as follows:

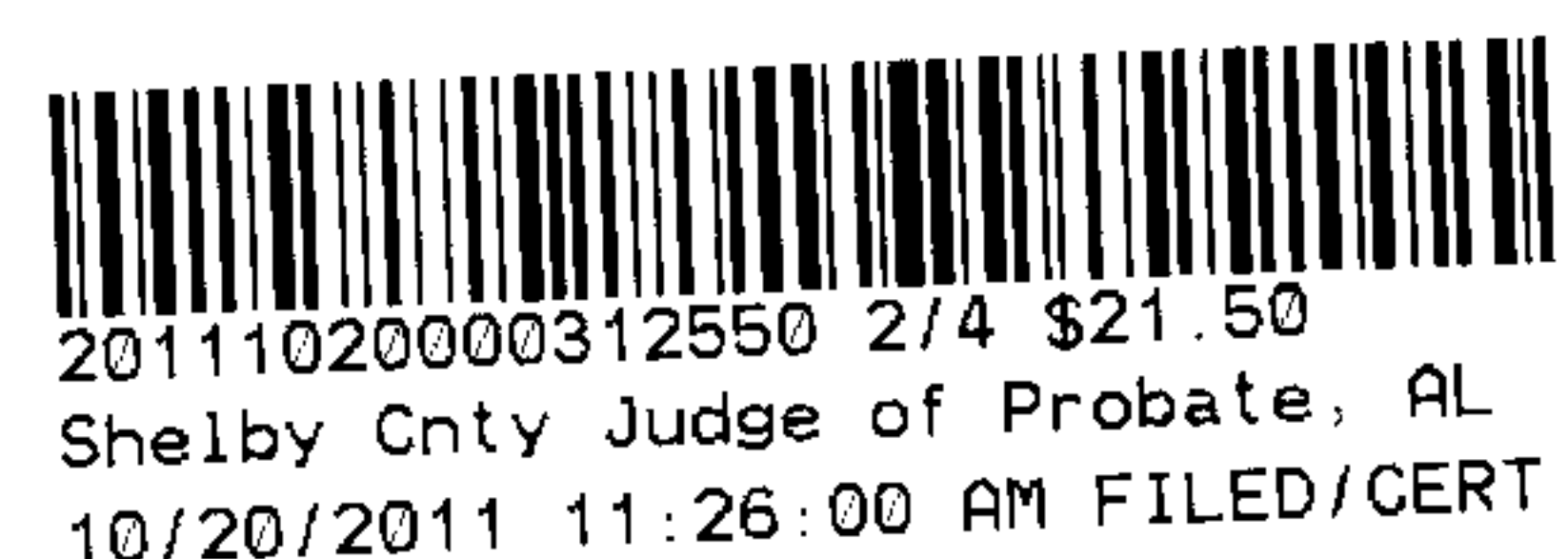
1. Access and Utility Easements over Tract 3-A. First Owner, as owner of Tract 3-A, identified above, hereby grants, conveys, establishes and declares the following easements over and across Tract 3-A:
 - (a) A perpetual, non-exclusive easement for ingress and egress for pedestrian, vehicular and equestrian traffic over and across a strip of land, 60 feet in width, running from the westerly boundary of the right of way of Meadow Lake Road near the northeast corner of Tract 3-A to the boundary of Tract 3-B approximately 200 feet easterly of the Westerly boundary of Tract 3-B. Said easement runs over a sixty foot wide strip which is located thirty (30) feet on either side of the center-line of the existing gravel or dirt road which is depicted in dashed lines on the plat at Map Book 41, page 99. This easement is for the benefit and use of the owners, tenants and occupants from time to time of Tract 3-B and of Tract 2, and their heirs, successors-in-title and assigns. The easement herein established creates for the

beneficiaries the further right to maintain and improve said easement area, and pave it if so desired.

- (b) A perpetual, non-exclusive utility easement for installation, increase, renewal, maintenance and use of utility lines for telephone, cable, electricity, potable water and gas, serving any part of Tract 3-B or Tract 2 or the improvements from time to time existing on either tract. This easement is over, across and under the easement area established in paragraph 1(a) above, and is for the benefit and use of the owner, tenants and occupants from time to time of Tract 3-B and of Tract 2, and their heirs, successors-in-title and assigns.
2. Joint Use of Lake on Tracts 3-A and 3-B. There is an existing lake located partly on Tract 3-A and partly on Tract 3-B. First Owner grants and establishes for the benefit of the owners from time to time of Tract 3-A and Tract 3-B, and their heirs, successors-in-title and assigns a non-exclusive easement and mutual right to use the lake for boating, fishing, swimming and other recreational uses. Each owner each owner shall have the right to maintain the lake and to enter the property of the other as necessary for such purposes.
3. Limitations and Rights Relative to the Easements Granted.
- (a) The party granting the easements referred to above reserves an equal non-exclusive right of ingress and egress and utilities over across and under the easement areas established above.
 - (b) Nothing in this instrument shall be construed to grant to either party or persons claiming under them any right to park vehicles on any of the driveways or parking areas on the property of the another owner.
 - (c) Any party to this Declaration and their tenants shall have the right, but not the obligation, to maintain and repair the easements referred to above. Any maintenance and repair to said easements shall be conducted to avoid unnecessarily blocking or obstructing the easements. Nevertheless, if either owner of their agents or contractors should damage an easement area or the facilities therein, then said owner shall be solely responsible for promptly repairing the damage
 - (c) The use of the lake easement established in paragraph 2 above, shall be limited as follows:
 - (i) no motorized boat shall be used on the lake except boats with small electric trolling motors; and (ii) no person using the lake may make loud or bothersome noised or employ flashing lights or any other means to annoy persons located or residing on the shore within sight of the lake.

4. AMENDMENT. This Declaration may be modified, amended, or it may be terminated in whole or in part from time to time by a written document executed by the First Owner ant Second Owner or their successors in title. Such amendment shall be effective when recorded in the Office of the Probate Judge of Shelby County, Alabama.

5. EFFECTIVE DATE AND TERM. This instrument shall become effective when recorded in the Office of the Probate Judge of Shelby county, Alabama, and shall continue in effect until it is terminated as provided above. If one person or acquires or becomes the owner or lessee or becomes entitled to possession of the Entire Property, there shall be no merger or termination of this instrument due to such event, and this instrument shall continue in full force and effect unless and until it is expressly terminated as provided herein.



6. REMEDIES. In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the owner of part of any Tract. The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

7. EASEMENTS AND COVENANTS RUN WITH TITLE TO THE LAND. The provisions of this instrument shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns. Nothing herein shall prevent sub-dividing any parcel, but all owners, tenants and occupants of such sub-divided parcel shall be bound by the provisions hereof.

8. OTHER BENEFICIARIES. Either party may grant the benefit and use of the of the easements in this Declaration, in whole or in part, to the tenants, sub-tenants, invitees, licensees and legal occupants from time to time of either Tract 3-A, Tract 3-B or Tract 2, and their agents, employees, customers, licensees and invitees. However, this paragraph shall not imply that the consent of any such other beneficiaries is required to an amendment, modification or termination of this Declaration, unless expressly provided either in this Declaration or in an amendment or by a separate written instrument. Nothing in this Declaration shall dedicate any portion of the property referred to herein to public use or to public purposes.

IN WITNESS WHEREOF, this instrument has been signed, sealed and delivered by the Parties on the date above written.


Witness

FIRST OWNER

 (Seal)
Elaine W. Beiersdoerfer

SECOND OWNER


Witness

 (Seal)
Werner H. Beiersdoerfer


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State of Alabama
County of Shelby

I, Sheila D Hartline, a Notary Public in and for said county and state hereby certify that Elaine W. Beiersdoerfer, whose name is signed to the foregoing document, and who is 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.

Give under my hand this 18th day of October, A.D. 2011.

Sheila D Hartline
Notary Public

MY COMMISSION EXPIRES JULY 12, 2012

[Notary Seal]

State of Alabama
County of Shelby

I, Sheila D Hartline, a Notary Public in and for said county and state hereby certify that Werner H. Beiersdoerfer, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Give under my hand this 18 day of October, A.D. 2011.

Sheila D Hartline
Notary Public

MY COMMISSION EXPIRES JULY 12, 2012

[Notary Seal]



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