

STATE OF ALABAMA
COUNTY OF SHELBY

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ESMTAROW 1/9

EASEMENT AGREEMENT

Dated as of September 12th, 2014

Dusty Herron and Krystle Herron, husband and wife (hereinafter referred to as Herron"), **Elizabeth Studdard**, (hereinafter referred to as "Studdard") and **Trustmark National Bank** (hereinafter referred to as "Trustmark") agree as follows:

WITNESSETH:

WHEREAS, Herron is the owner of real property located in Shelby County, Alabama, more particularly described on **Exhibit "A"** attached hereto; and

WHEREAS, Studdard is the owner of real property located in Shelby County, Alabama, more particularly described on **Exhibit "B"** attached hereto; and

WHEREAS, Trustmark is the holder of a mortgage on the property owned by Studdard described on **"Exhibit B"**; and

WHEREAS, a wooden fence and a portion of a pool apron encroaches onto the property owned by Studdard as more particularly shown on that certain survey drawn by Rodney Shiflett Surveying dated September 1, 2014 and attached hereto as **Exhibit "C"**

NOW THEREFORE, and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Exclusive Easement**. Studdard and Trustmark grant to Herron an exclusive easement to use and maintain the wooden fence and pool apron that encroaches onto said property. Said encroachment is more particularly shown on the survey attaches as Exhibit "C"

2. **Covenants Running with the Land**. The rights, privileges, obligations and easement herein granted are for the exclusive use, enjoyment and benefit of Herron, their heirs, personal representatives, assigns, mortgagees, tenants, licensees and invitees, as more fully set out in this Agreement. The obligations and benefits contained herein are covenants running with the properties referenced herein.

3. **General Provisions.**

(a) **Notices.** Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as follows:

If to Herron

If to Studdard:

If to Trustmark:

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; and (ii) if given by personal delivery or by overnight air courier, when delivery is made to or rejected at the appropriate address.

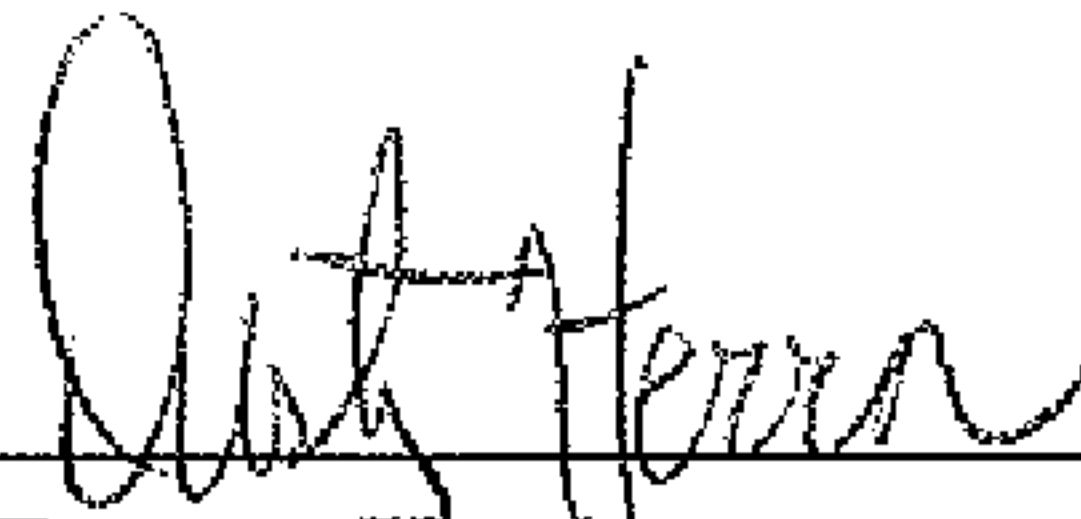
(b) **Indemnity.** Heron agrees to defend, indemnify, protect and hold Studdard and Trustmark harmless from any claim, loss, liability or expense (including without limitation reasonable attorneys' fees) incurred by Studdard and/or Trustmark in connection with Herron or Herron's agents, employees', contractors' and invitees' use of the Easement Area.

(c) **Attorneys' Fees.** In the event any party hereto institutes any proceeding against any other party with respect to any controversy or matter arising out of this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party such prevailing party's reasonable attorneys' fees and costs incurred in connection with any such proceeding.

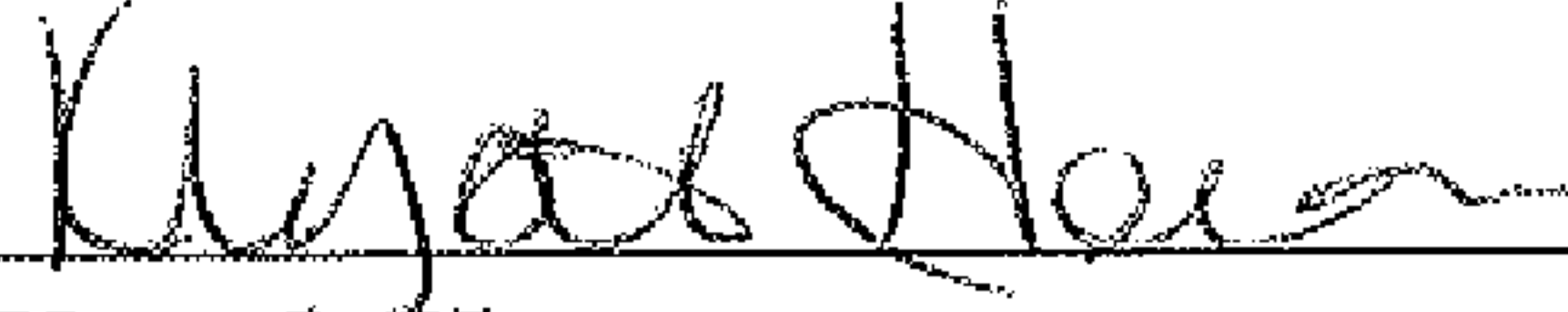
(d) **General Provisions.** This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement shall not be modified or amended except by mutual written agreement. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. This Agreement is binding on the parties and their respective heirs, personal representatives, successors and assigns.

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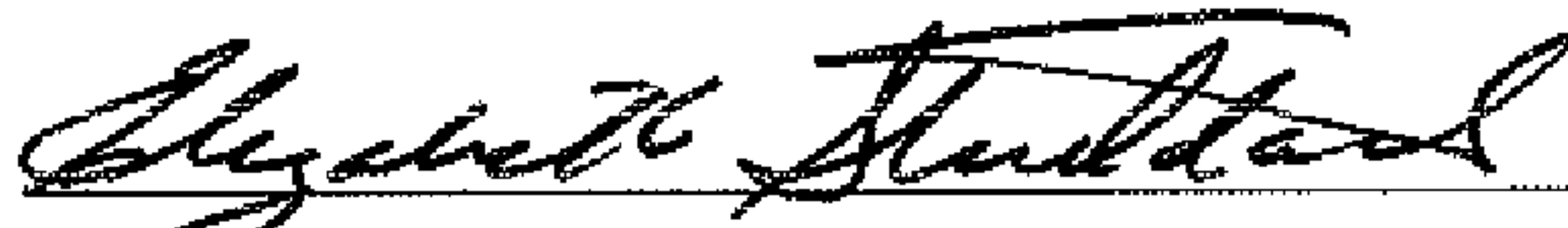
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.



Dusty Herron



Krystle Herron



Elizabeth Studdard

Trustmark National Bank

By: 

Its: Community President

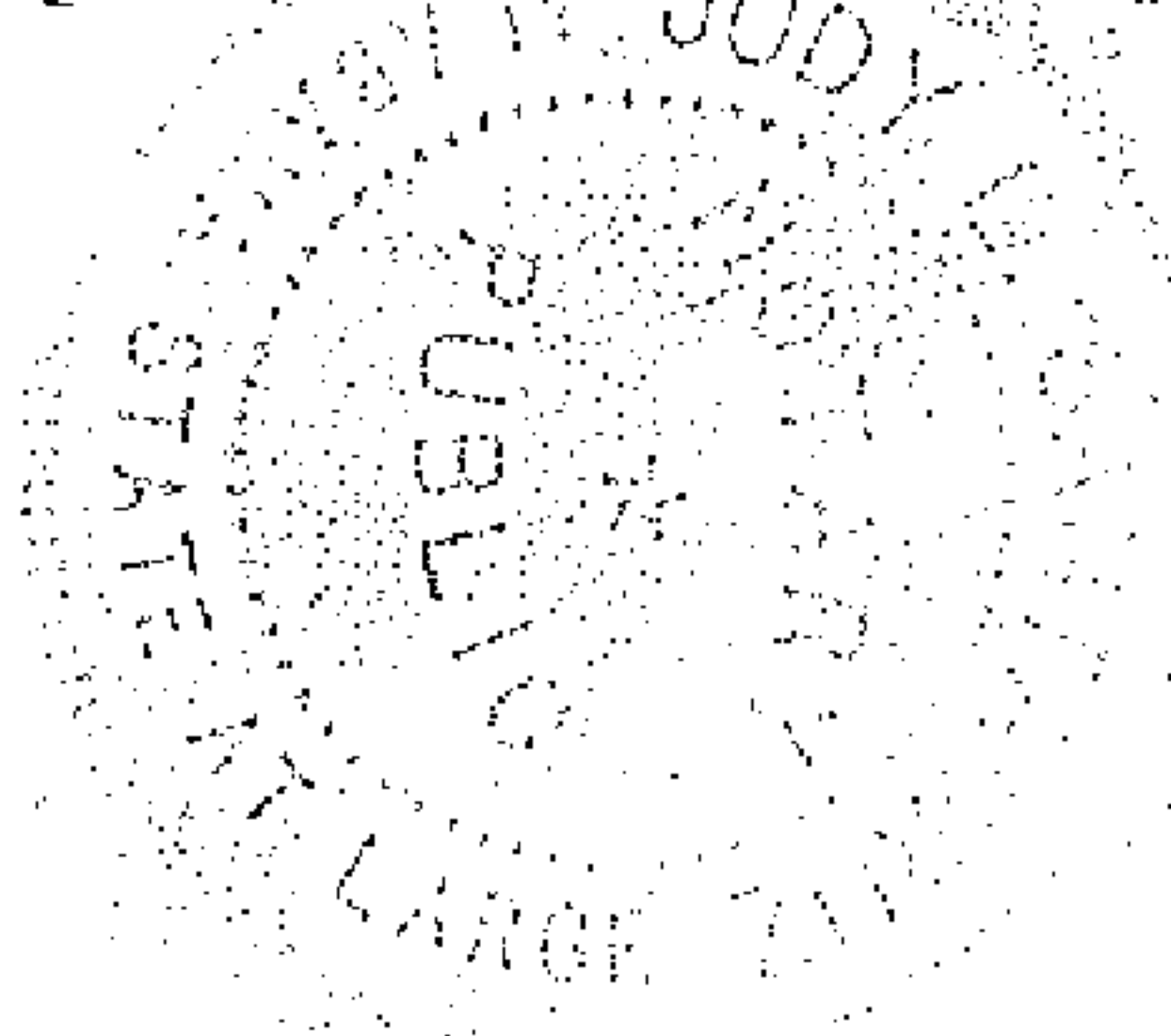
STATE OF ALABAMA)

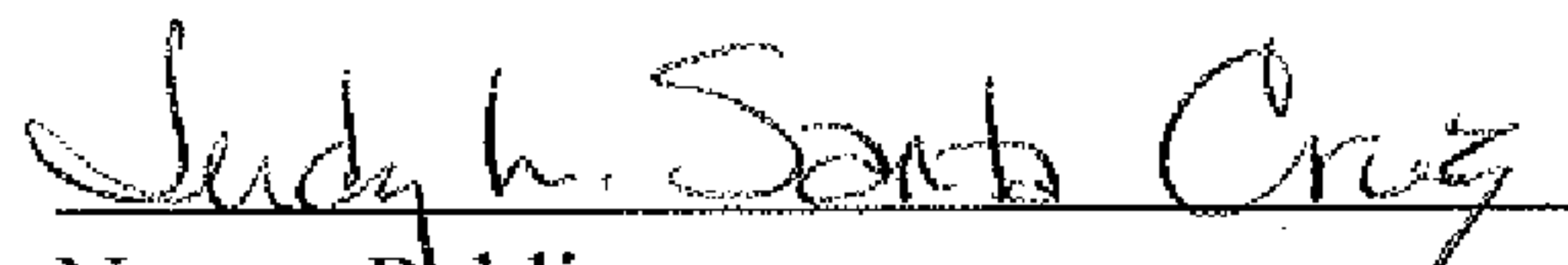
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Dusty Herron and Krystle Herron, whose names is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 12th day of September 2014.

[NOTARIAL SEAL]




Notary Public

My Commission expires: 8-4-18

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Elizabeth Studdard, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

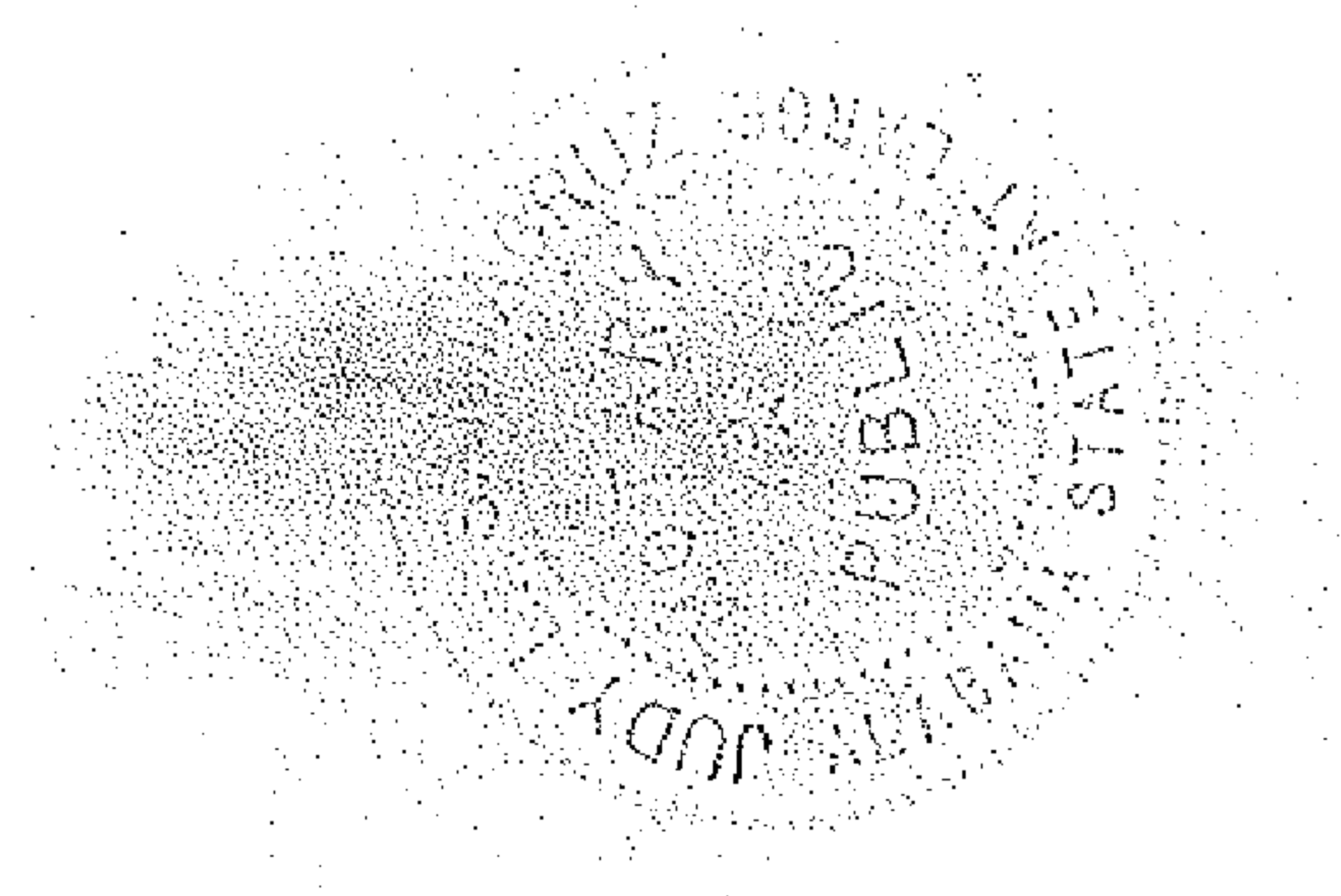
GIVEN under my hand and seal, this 15 day of September, 2014

[NOTARIAL SEAL]

Judith L. Smith Cray
Notary Public

My Commission expires: 8-4-18

My Commission expires: _____



STATE OF ALABAMA
COUNTY OF Shelby

I, Judy L. Sant Cruz, a notary for said County and in said State, hereby certify that John C. Kieby, whose name as Community President of Trustmark National Bank a Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my official hand and seal this the 15th day of Sept, 2014

Judy L. Sant Cruz
Notary Public
Commission Expires: 8-4-18

(SEAL)

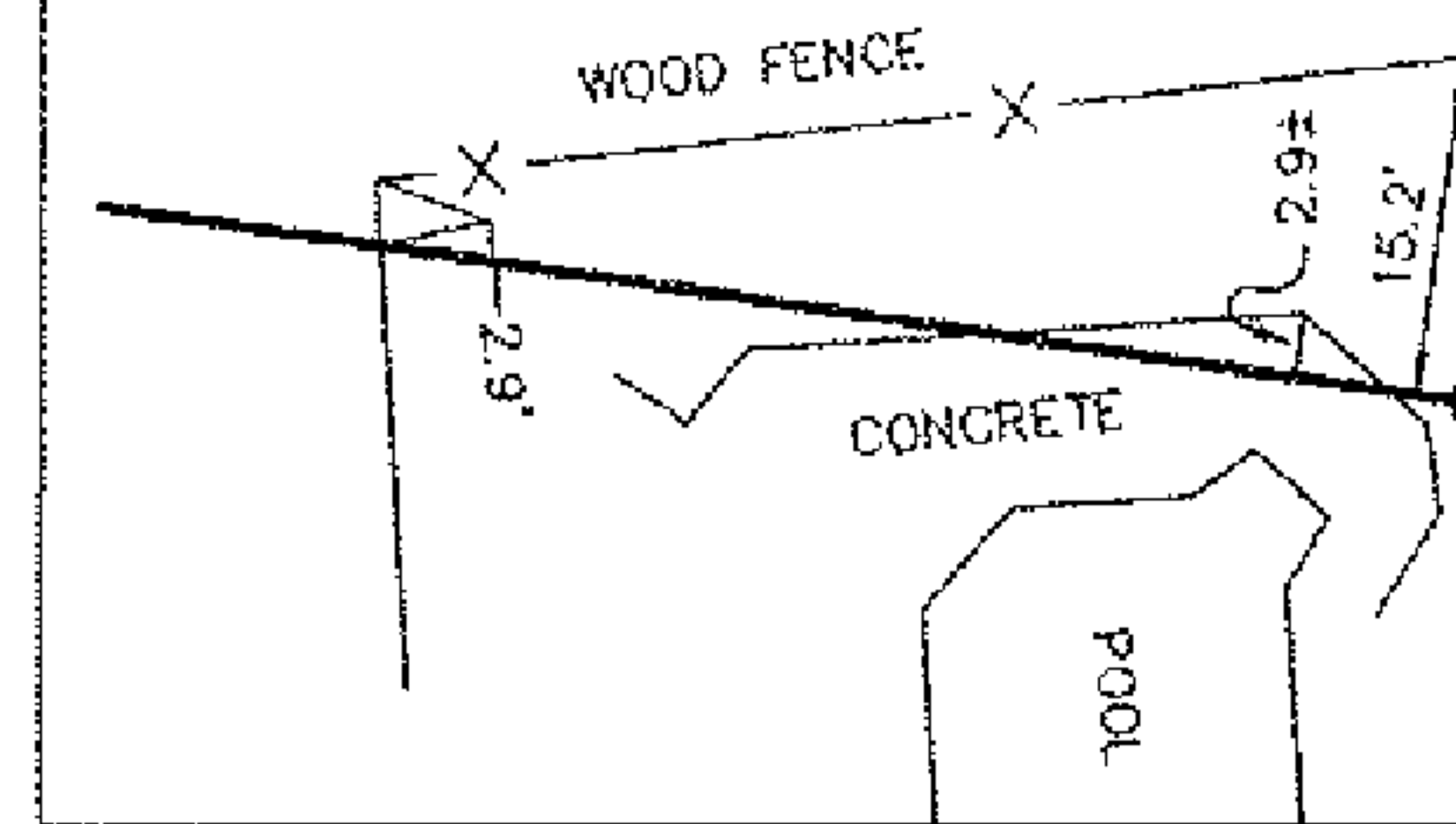
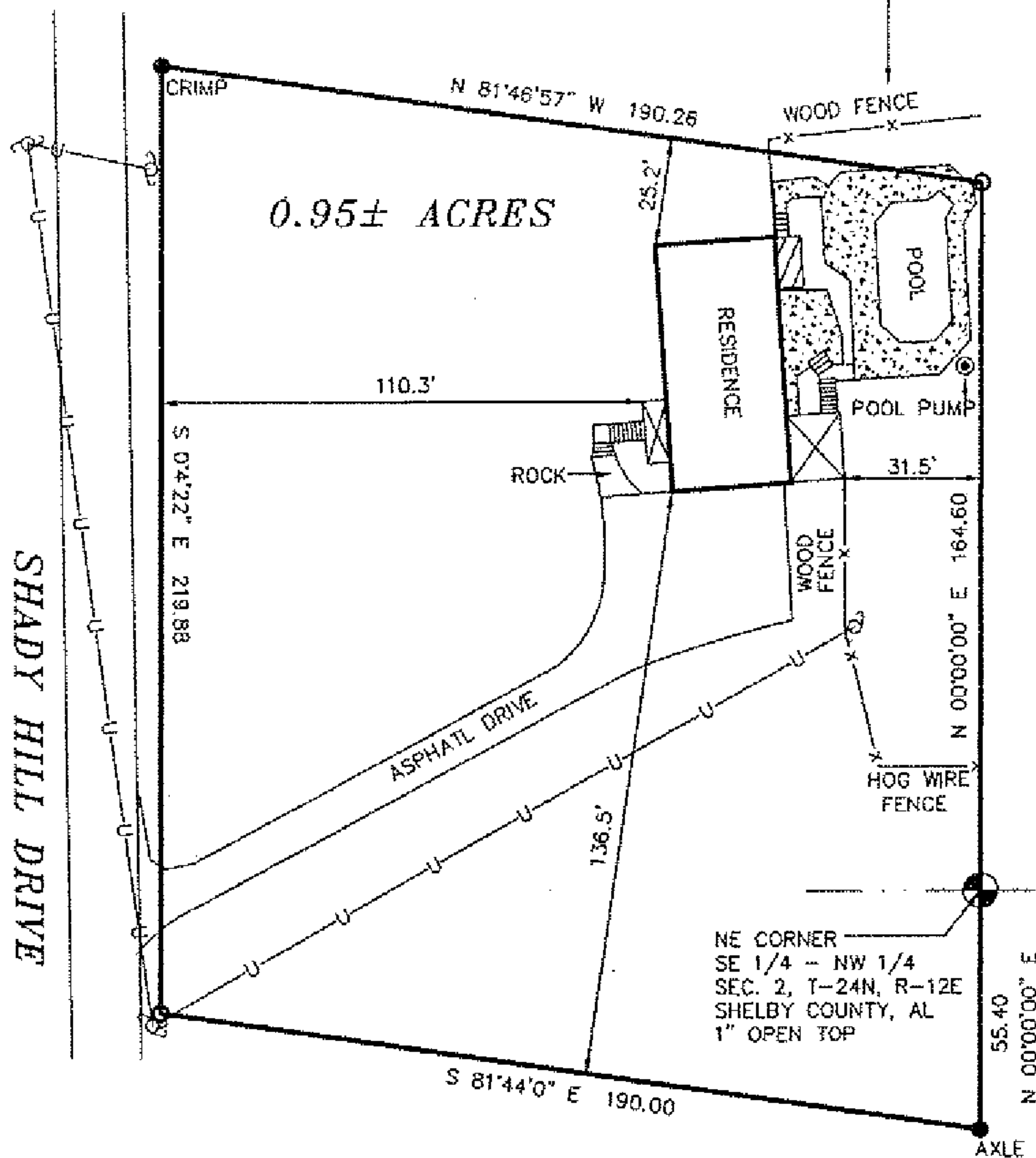
Legal Description

Begin at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; thence North 00 degrees 00 minutes 00 seconds East, a distance of 164.60 feet; thence North 81 degrees 46 minutes 57 seconds West, a distance of 190.26 feet; thence South 00 degrees 04 minutes 22 seconds East, a distance of 219.88 feet; thence South 81 degrees 44 minutes 00 seconds East, a distance of 190.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 55.40 feet to the Point of Beginning.

Legal Description

Begin at the Northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 24 North, Range 12 East and run thence in a Southerly direction along the East Line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 140.44 feet. Thence turn an angle of 98 degrees 16 minutes to the right and run Westerly a distance of 190.00 feet to the East line of a driveway; thence turn an angle of 81 degrees 44 minutes, to the right and run Northerly along said driveway a distance of 140 feet more or less to the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence turn an angle of 98 degrees 16 minutes to the right and run Easterly along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 190 Feet more or less to the point of beginning.

EXISTING EASEMENT AGREEMENT TO MAINTAIN THE WOODEN FENCE AND POOL APRON THAT ENCROACHES ONTO ADJACENT PROPERTY



ENCROACHMENT DETAIL

NOT TO SCALE

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ESMTAROW 9/9



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/22/2014 03:43:28 PM
\$38.50 CHERRY
20140922000297180

James W. Fuhrmeister

STATE OF ALABAMA
SHELBY COUNTY

I, Rodney Y. Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plot of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

BEGIN at the NE Corner of the SE 1/4 of the NW 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N00°00'00"E, a distance of 164.60'; thence N81°46'57"W, a distance of 190.26'; thence S00°04'22"E, a distance of 219.88'; thence S81°44'00"E, a distance of 190.00'; thence N00°00'00"E, a distance of 55.40' to the POINT OF BEGINNING.

Said Parcel containing 0.95 acres, more or less.

I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0502 E, Zone 'X', dated February 20, 2013 and found that the above described Parcel does not lie in a Flood Hazard Zone.

NOTE:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of September 17, 2014

Rodney Y. Shiflett
Rodney Y. Shiflett Reg. #21784



LEGEND

- 1/2" REBAR SET
- IRON PIN FOUND
- ROW
- NOT TO SCALE
- UTILITY POLE
- OVERHEAD UTILITIES
- FIELD MEASURED
- PLAT / RECORDED MAP
- COVERED DECK/PORCH
- DECK/PORCH

JOB NO. 14362

DATE 9/12/14 DATE OF FIELD SURVEY 9/10-11/14

ADDRESS 200 Shady Hill Drive SCALE 1" = 40'

DRAWN BY H. LETTIS CHECK BY R.Y.S.

RODNEY SHIFLETT SURVEYING

P.O. BOX 204
COLUMBIANA, ALABAMA 35051
TEL. 205-669-1205 FAX, 205-669-1298