

Consideration \$500.00

AFTER RECORDING RETURN TO:

Chesley P. Payne

Massey, Stotser, & Nichols P.C.

1780 Gadsden Highway

Birmingham, AL 35235

### EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 20<sup>th</sup> day of May, 2016, by, Keeneland, LLC and its successors or assigns (hereinafter referred to as "Grantor") and Harris Doyle Homes, Inc. (hereinafter referred to as "Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Grantor's Property");

WHEREAS, Grantor, and its successors or assigns, desires to grant and convey to the owner of Lot 35 ("Grantee's Property") an easement for personal, residential related use of the Grantor's Property ("Easement"); and

NOW THEREFORE, in consideration of the premises, the mutual covenants hereinafter to be kept faithfully by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns, a non-exclusive perpetual easement to an area on Grantor's Property that shall be used for Keeneland Valley covenant compliant uses such as additional yard space, fencing, and residential related structures. Grantor, and Grantor's agents, if required, shall retain the right to use the Easement for all matters related to the maintenance of the Keeneland Valley Subdivision, including, but not limited to, the installation and maintenance of utility equipment.

2. Term. The grant of Easement as set forth in this Agreement shall run with the land of Grantor and Grantee perpetually, unless otherwise terminated as

provided for in this Agreement and may not be blocked, modified, reduced and/or relocated without the written consent of the current owners of both lots.

3. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the state of Alabama.

4. Easements Run with the Land. Subject to the terms and conditions herein, Grantor and Grantee hereby declare and agree that the Easement granted in this Agreement shall run with, touch, concern and be appurtenant to the title to the Grantor's Property, and the Grantee's Property.

5. Binding Affect. The Easement granted in this Agreement shall bind the successors, successors-in-title and assigns of Grantor, and shall inure to the benefit of the successors, successors-in-title and assigns of Grantee.

6. Subordination. The parties hereby covenant and agree that any lien, security interest now or in the future encumbering their respective Property shall expressly be, and shall at all times remain, subordinate, subject and inferior to this Agreement. This includes any future refinancing by either party of their respective Property.

7. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, or is determined by the owner of the Property to be invalid or unenforceable, then such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

8. No Transfer of Fee Title. Neither party conveys to the other party hereby any title in or to their respective Property, but merely grants the rights, privileges and easements herein set forth.

9. Maintenance Agreement. Grantor and Grantee do hereby agree, for themselves and their heirs, successors and assigns that Grantee shall bear the expense of maintenance due to normal wear and use of the Easement. Grantor shall be responsible for any wear and tear caused by Grantor's actions on the Easement Area.

10. Termination, Modification or Amendment of Easement Agreement. This Agreement may be terminated, modified, or amended only by the mutual written

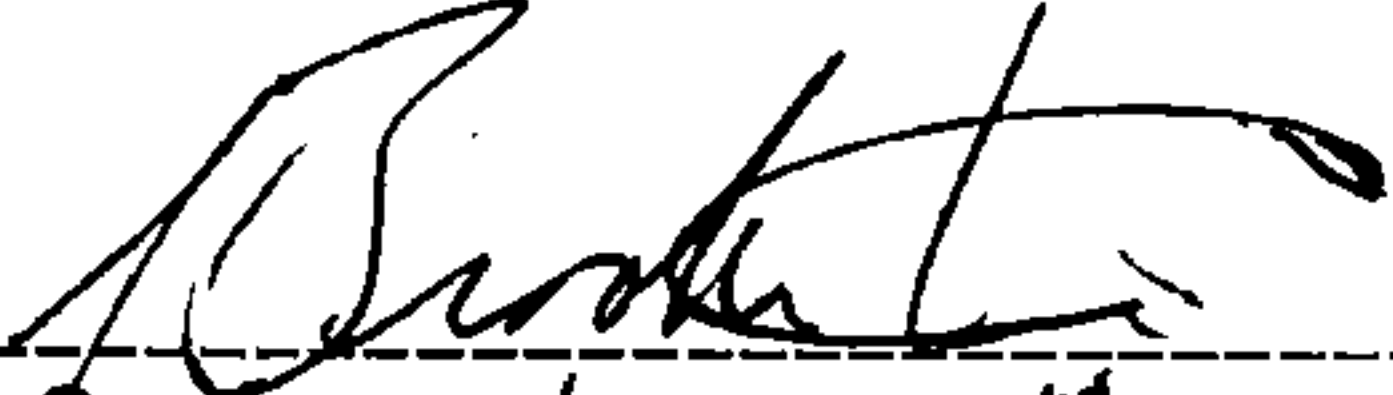
agreement of both parties which shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

11. Indemnification and Hold Harmless. Grantee, for itself and for each of its past, present, and future employees, agents, subcontractors, representatives, successors, predecessors, successors-in-title, and assigns (collectively, the "Releasing Parties") hereby acknowledge and agree to fully and finally indemnify and hold harmless Grantor, and each of their present and future heirs, successors, assigns, subsequent owners, insurers, and anyone or any entity holding any interest in the Property through a conveyance of Grantor's ownership interest, (collectively, the "Released Parties") from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, known or unknown, in law or in equity, whether growing out of tort, contract, quasi-contract, and/or otherwise, including, but not limited to, all rights of action under the laws of the United States and/or any state of the United States and, particularly, the laws of the State of Alabama, including any state and/or federal statute or regulation, which arise out of, are based upon, or are related to any act, omission, or the breach of any legal duty by any Releasing Party or third party, whether performed negligently, wantonly, willfully, and/or intentionally, from the date of this Agreement until the termination of this Agreement.

TO HAVE AND TO HOLD, the rights, privileges and easements described above unto Grantees, his respective successors, successors-in-title and assigns, in accordance with the provisions hereof. Grantor, their respective successors, successors-in-title and assigns, will forever warrant and defend the right and title to and privileges under the easements conveyed by Grantor to Grantees hereunder against the claims of all persons whomsoever.

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

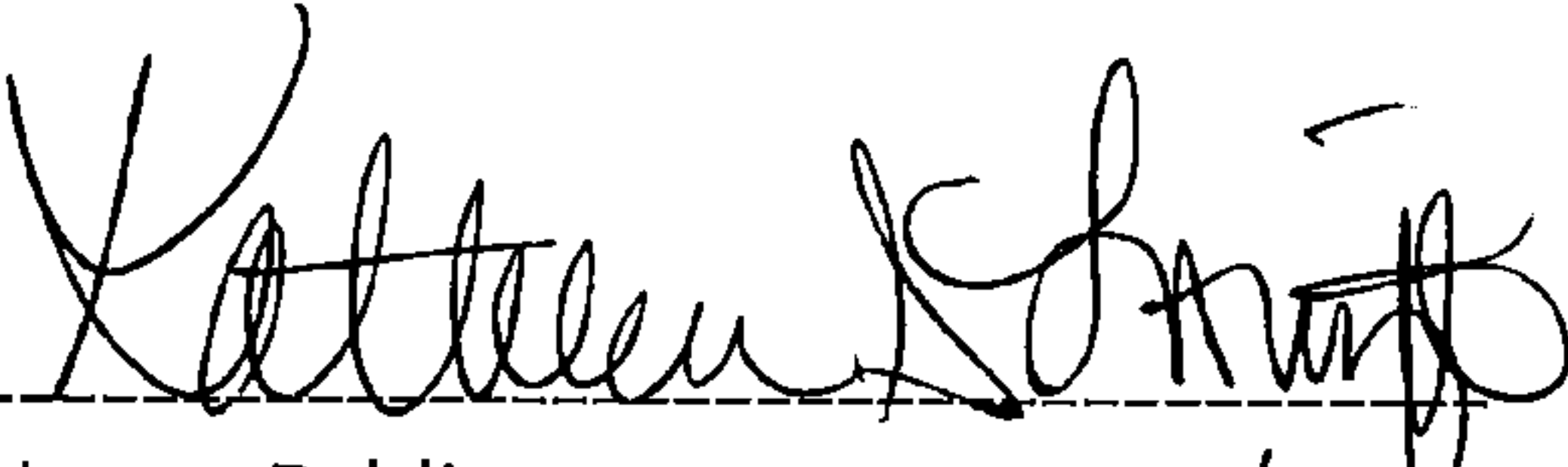
GRANTOR:

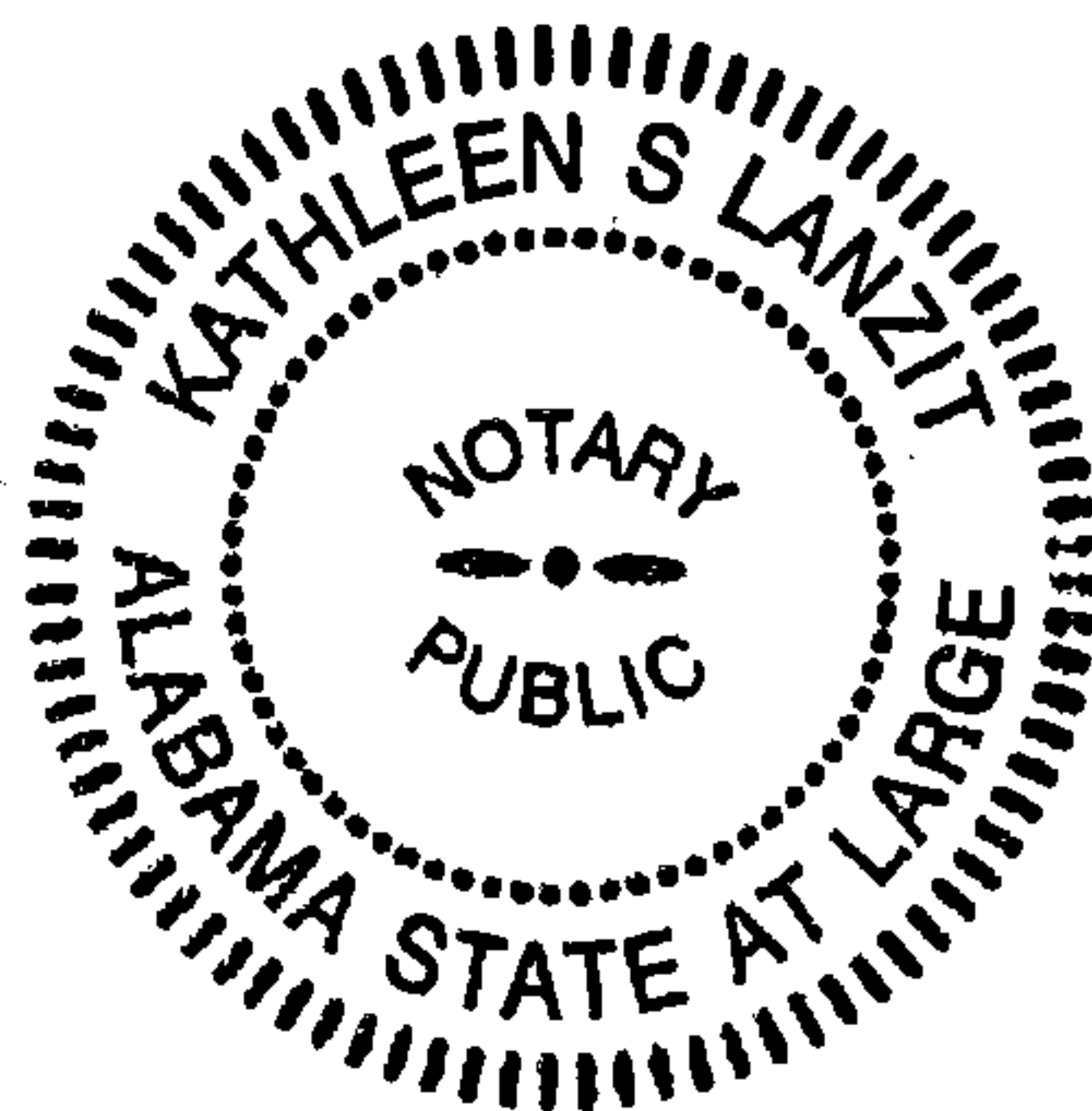
  
\_\_\_\_\_  
Brooks Harris, Member,  
Keeneland LLC

STATE OF ALABAMA  
Jefferson COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that J. Brooks Harris, are signed to the foregoing instrument, and who are known by me, acknowledged before me on this day 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 20 day of May,  
2016

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10/4/2016





GRANTEE:



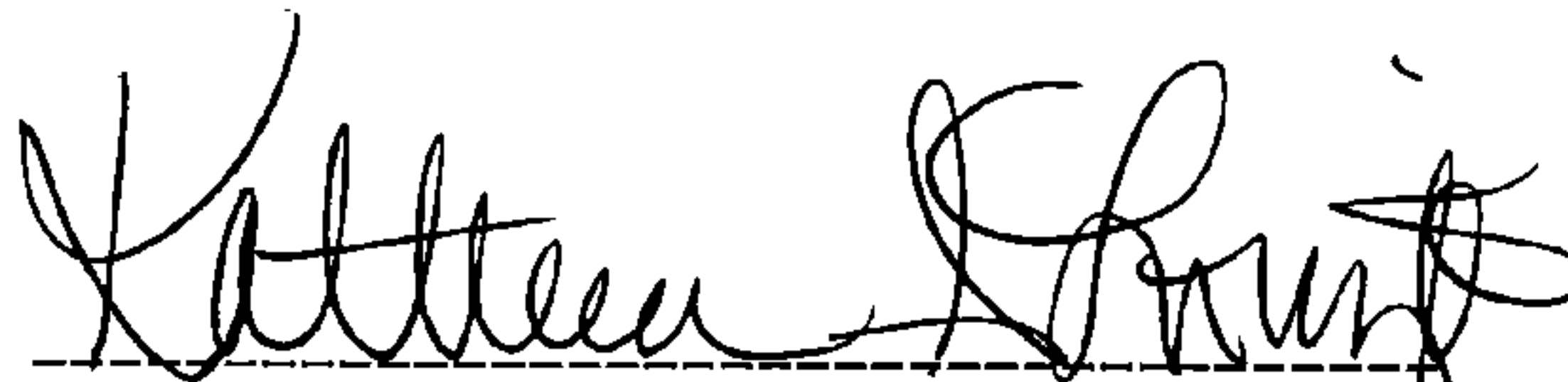
Russ Doyle, President  
Harris Doyle Homes, Inc

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that Russell G. Doyle, are signed to the foregoing instrument, and who are known by me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

2016 Given under my hand and official seal this the 20 day of May,



Notary Public

My Commission Expires: 10/4/2016

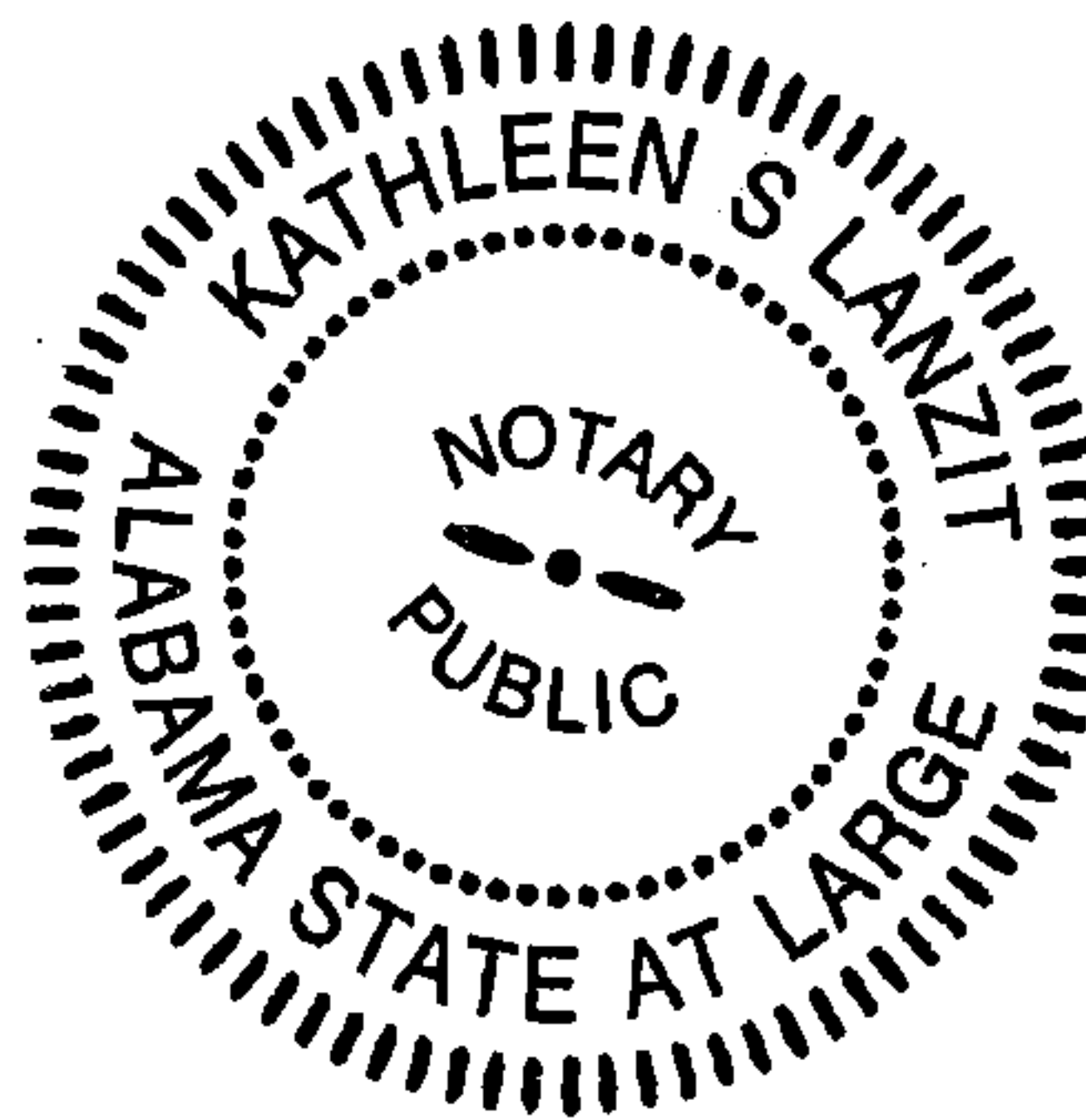
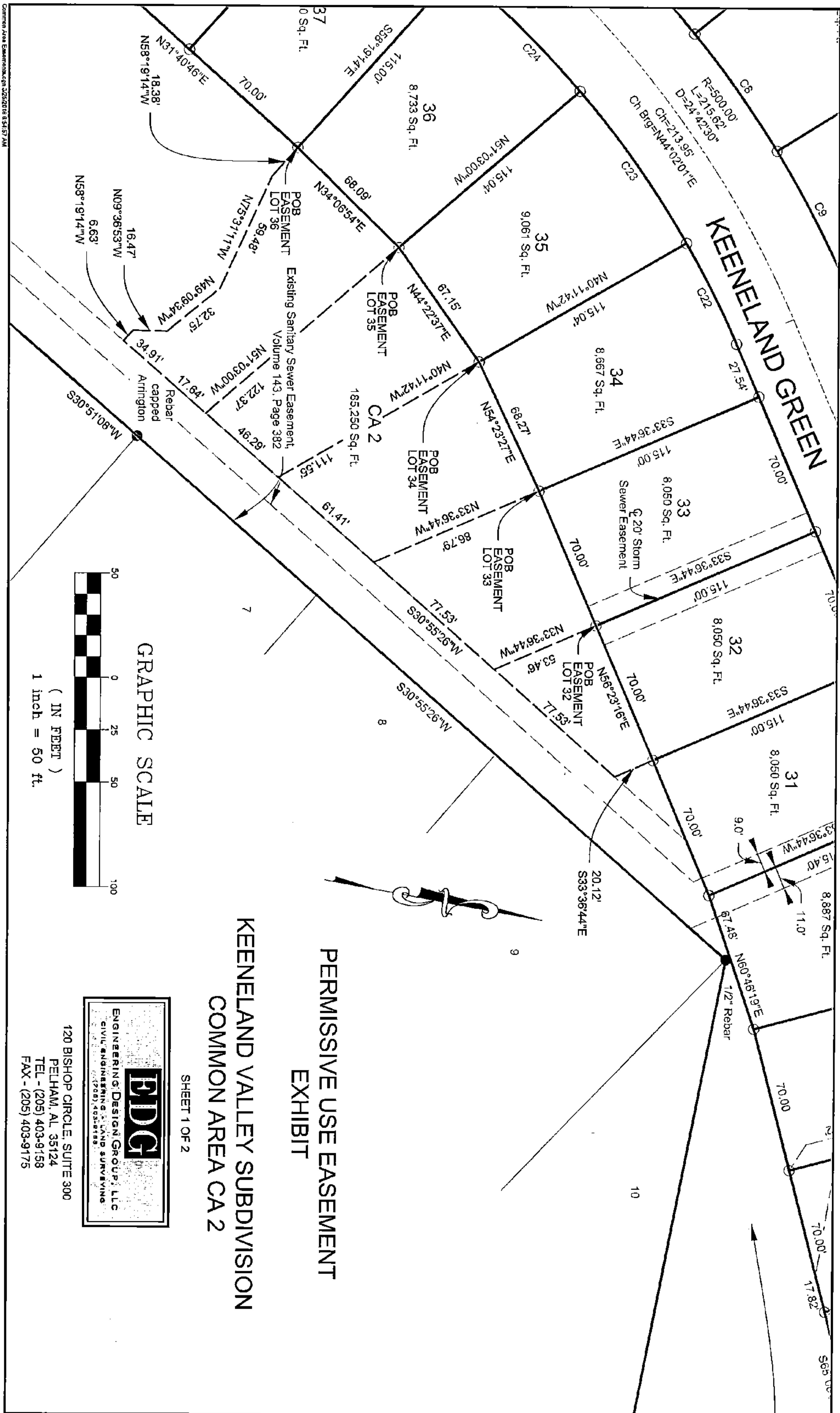


Exhibit "A"

GRANTOR'S PROPERTY

(Add legal description for the easement area for each lot.)



PERMISSIVE USE EASEMENTS LOCATED WITHIN COMMON AREA CA 2 IN THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT LOT 32:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 32 OF THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N56°23'16"E ALONG THE SOUTHERN LINE OF LOT 32 FOR A DISTANCE OF 70.00 FEET TO THE COMMON LOT CORNER OF LOTS 31 AND 32; THENCE S33°36'44"E, LEAVING SAID LOTS, FOR A DISTANCE OF 20.12 FEET TO THE NORTHWESTERN LINE OF A 30 FOOT WIDE SANITARY SEWER EASEMENT; THENCE S30°55'26"W ALONG SAID LINE FOR A DISTANCE OF 77.53 FEET TO A POINT; THENCE N33°36'44"W, LEAVING SAID LINE, FOR A DISTANCE OF 53.46 FEET TO THE POINT OF BEGINNING

EASEMENT LOT 33:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 33 OF THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N56°23'16"E ALONG THE SOUTHERN LINE OF LOT 33 FOR A DISTANCE OF 70.00 FEET TO THE COMMON LOT CORNER OF LOTS 32 AND 33; THENCE S33°36'44"E, LEAVING SAID LOTS, FOR A DISTANCE OF 53.46 FEET TO THE NORTHWESTERN LINE OF A 30 FOOT WIDE SANITARY SEWER EASEMENT; THENCE S30°55'26"W ALONG SAID LINE FOR A DISTANCE OF 77.53 FEET TO A POINT; THENCE N33°36'44"W, LEAVING SAID LINE, FOR A DISTANCE OF 86.79 FEET TO THE POINT OF BEGINNING

EASEMENT LOT 34:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 34 OF THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N54°23'27"E ALONG THE SOUTHERN LINE OF LOT 34 FOR A DISTANCE OF 68.27 FEET TO THE COMMON LOT CORNER OF LOTS 33 AND 34; THENCE S33°36'44"E, LEAVING SAID LOTS, FOR A DISTANCE OF 86.79 FEET TO THE NORTHWESTERN LINE OF A 30 FOOT WIDE SANITARY SEWER EASEMENT; THENCE S30°55'26"W ALONG SAID LINE FOR A DISTANCE OF 61.41 FEET TO A POINT; THENCE N40°11'42"W, LEAVING SAID LINE, FOR A DISTANCE OF 111.55 FEET TO THE POINT OF BEGINNING

EASEMENT LOT 35:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 35 OF THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N44°22'37"E ALONG THE SOUTHERN LINE OF LOT 35 FOR A DISTANCE OF 67.15 FEET TO THE COMMON LOT CORNER OF LOTS 34 AND 35; THENCE S40°11'42"E, LEAVING SAID LOTS, FOR A DISTANCE OF 111.55 FEET TO THE NORTHWESTERN LINE OF A 30 FOOT WIDE SANITARY SEWER EASEMENT; THENCE S30°55'26"W ALONG SAID LINE FOR A DISTANCE OF 46.29 FEET TO A POINT; THENCE N51°03'00"W, LEAVING SAID LINE, FOR A DISTANCE OF 122.37 FEET TO THE POINT OF BEGINNING

EASEMENT LOT 36:

BEGIN AT THE SOUTHERNMOST CORNER OF LOT 36 OF THE KEENELAND VALLEY SUBDIVISION AS RECORDED IN MAP BOOK 45 PAGE 68 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE N34°06'54"E ALONG THE SOUTHERN LINE OF LOT 36 FOR A DISTANCE OF 68.09 FEET TO THE COMMON LOT CORNER OF LOTS 35 AND 36; THENCE S51°03'00"E, LEAVING SAID LOTS, FOR A DISTANCE OF 122.77 FEET TO THE NORTHWESTERN LINE OF A 30 FOOT WIDE SANITARY SEWER EASEMENT; THENCE S30°55'26"W ALONG SAID LINE FOR A DISTANCE OF 17.64 FEET TO A POINT; THENCE S30°51'08"W, CONTINUING ALONG SAID LINE, FOR A DISTANCE OF 34.91 FEET TO A POINT; THENCE N58°19'14"W, LEAVING SAID LINE, FOR A DISTANCE OF 6.63 FEET TO A POINT; THENCE N49°09'34"W FOR A DISTANCE OF 32.75 FEET TO A POINT; THENCE N75°31'11"W FOR A DISTANCE OF 59.48 FEET TO A POINT; THENCE N58°19'14"W FOR A DISTANCE OF 18.38 FEET TO THE POINT OF BEGINNING

PERMISSIVE USE EASEMENT  
EXHIBIT

KEENELAND VALLEY SUBDIVISION  
COMMON AREA CA 2

SHEET 2 OF 2



120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124  
TEL - (205) 403-9158  
FAX - (205) 403-9175

Filed and Recorded  
Official Public Records  
Shelby County, Alabama  
County Clerk  
05/23/2016 02:08:11 PM  
SHELBY COUNTY, AL  
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