

20160616000208130
06/16/2016 01:11:43 PM
ESMTAROW 1/6

AFTER RECORDING RETURN TO:

Law Office of Jack R. Thompson, Jr.
3500 Colonnade Parkway
Ste. 350
Birmingham, AL. 35243

*Consideration: \$500.00

EASEMENT AGREEMENT

This Access Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 9th day of JUNE, 2016, by Edward C. Lamon and Lois H. Lamon, (hereinafter referred to as "Grantor") and Ivan Francis Polk and Phyllis Elaine Williamson Polk, (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Shelby County, Alabama;

WHEREAS, Grantor desires to grant and convey to Grantee an easement for a certain encroaching driveway over and upon certain portions of the Grantor's property and further identified on the survey attached as Exhibit A ("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 to Grantee, an exclusive easement for a portion of the driveway encroaching on Grantor's property over and upon that particular portion of Grantor's property that is described on Exhibit "A" attached hereto (the "Easement Area"). Said exhibit "A" is that certain survey prepared by Trent R. Wilson, Reg. L.S. #34764 dated June 1, 2016

2. Term. The grant of Easement as set forth in this Agreement shall run with the Easement Area, unless otherwise terminated as provided for in this Agreement and may not be blocked, modified, reduced and/or relocated without the written consent of both parties.

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 Access Easement granted in this Agreement shall run with, touch, concern and be appurtenant to the title to the property. This easement shall run with the land.

5. No Rights in Public Generally. The Access Easement and rights created, reserved, granted and established in this Agreement do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

6. Subordination. The parties hereby covenant and agree that this easement shall remain subordinate, subject and inferior to any lien, security interest now or in the future encumbering the Easement Area.

7. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction 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. The Grantor does not convey to the Grantee or to any 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. Grantee does hereby agree, for itself and its successors and assigns, that it shall exclusively bear the expense of maintenance due to normal wear of the Easement.

10. Termination, Modification or Amendment of Easement Agreement. This Agreement shall be terminated in the event the driveway shall be removed from the property, or may be terminated, modified, or amended by the mutual written agreement of the 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, heirs, 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 his 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, 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 Grantee, in accordance with the provisions hereof.

GRANTORS:

Edward C. Lamon
Edward C. Lamon
Lois H. Lamon
Lois H. Lamon

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that Edward C. Lamon and Lois H. Lamon, who 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 office seal this the 9th day of June, 2016.

21
Year

GRANTEE:

Dear Jeanne and Leslie

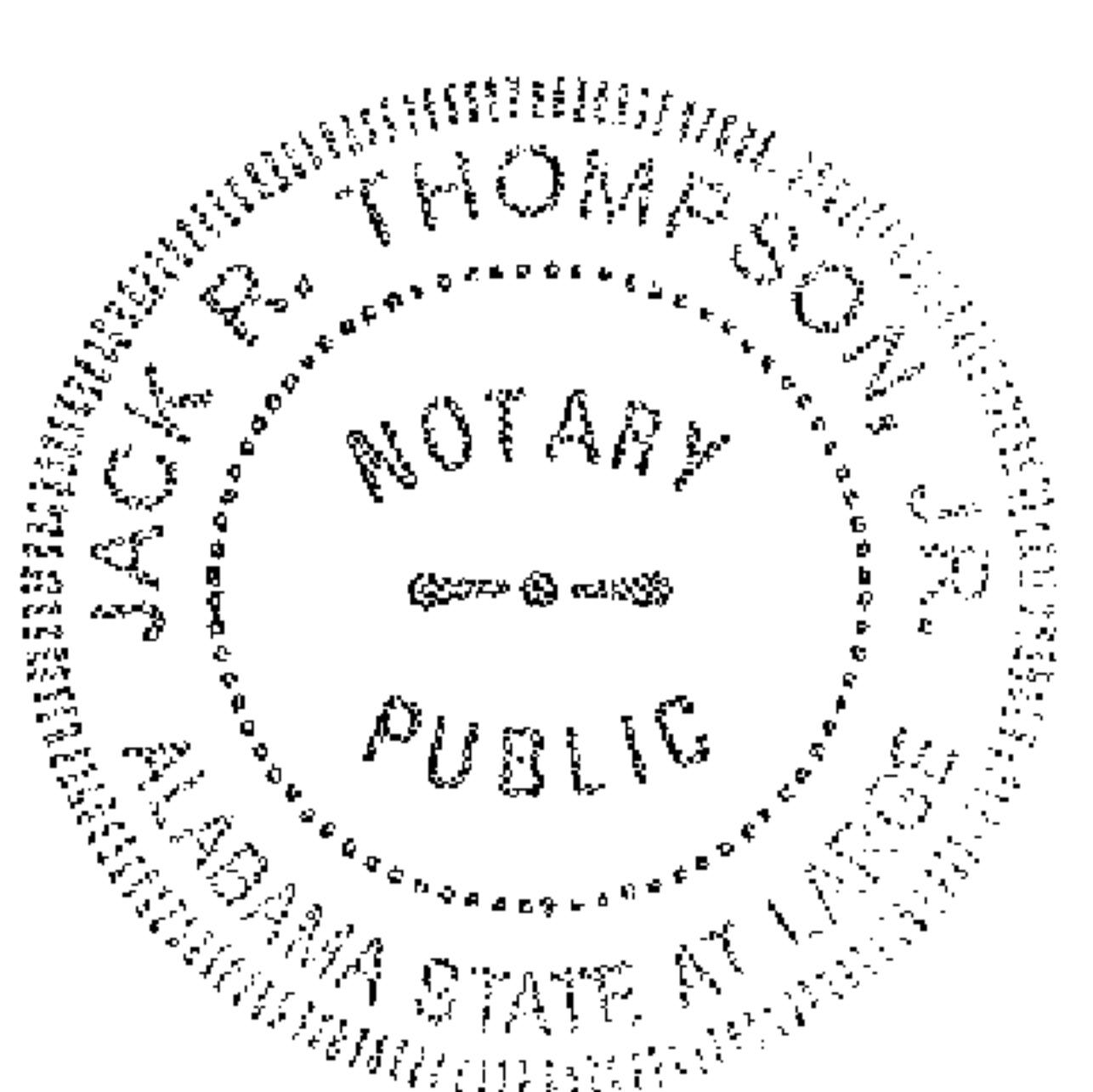
Ivan Francis Polk

Phyllis-Elaine Williamson Polk

STATE OF ALABAMA
Jefferson County

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that Ivan Francis Polk and Phyllis Elaine Williamson Polk, who 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.

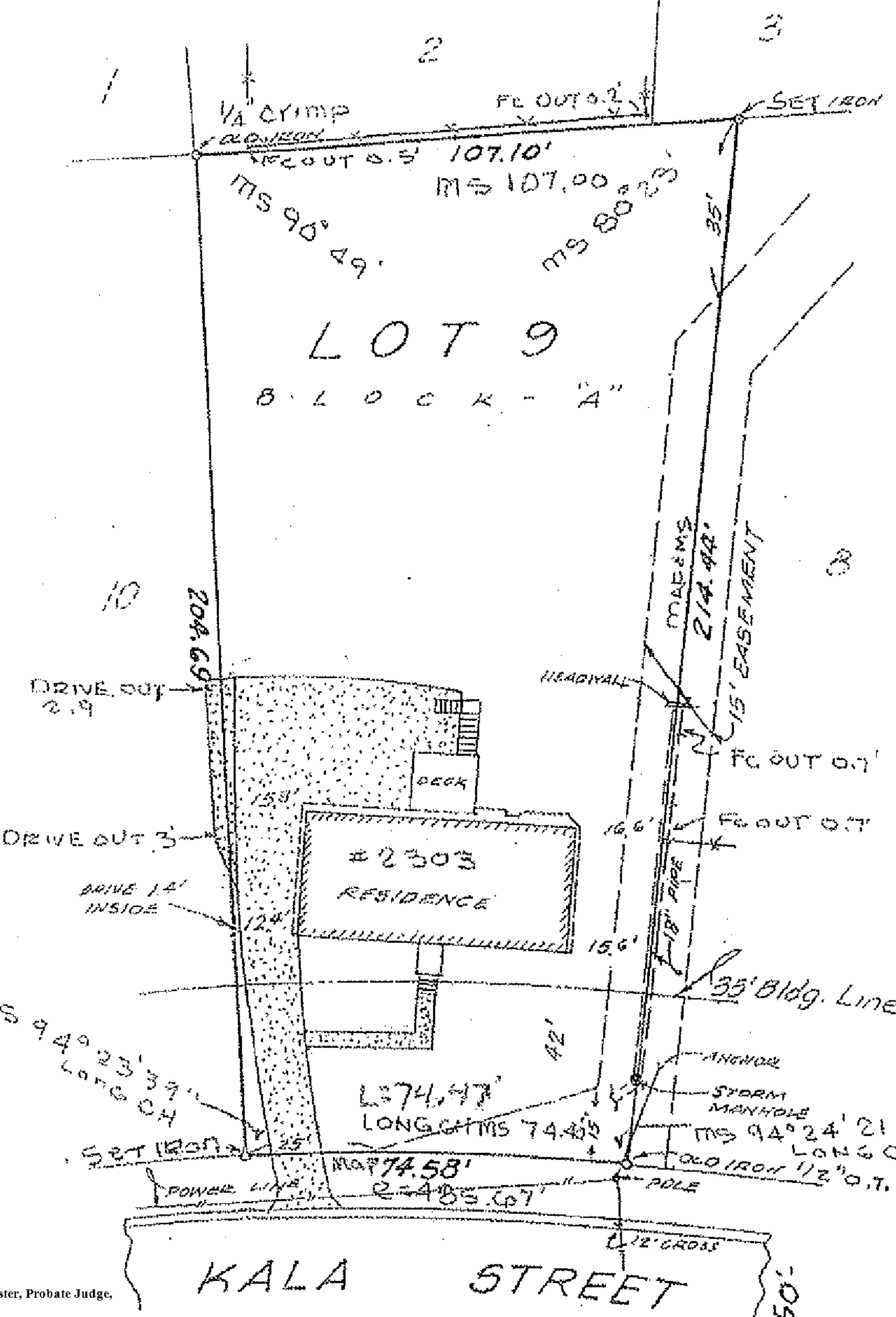
Notary Public
My Commission Expires: 10/31/2016



20160616000208130 06/16/2016 01:11:43 PM ESMTAROW 5/6

Exhibit "A"
SURVEY

SCALE 1:100,000



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/16/2016 01:11:43 PM
S29.50 CHERRY
20160616000208130

STATE OF ALABAMA,
SHELBY COUNTY,

"Closing Survey" * OF FOX UNIVERSITY VS. SELECTOR

I, Trent R. Wilson, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 9, Block A, AMERICAN ELDORADO,
as recorded in Map Volume 1, Page 1, in the Office of the Judge of Probate, Shelby County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, (visible on the surface) on or over said premises except as shown; that there are no encroachments on said lot except as shown; and that improvements are located as shown above. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of Block A AMERICAN ELDORADO. Survey invalid if not sealed in red.

Order No.: 74610
Purchaser: PICKETT
Address: 2303 KALA ST.

August 13 (1970)

Trent R. Wilson, Reg. L.S. #34764
169 Oxmoor Road Homewood, AL 35209
Phone: (205) 942-0086 Fax: (205) 942-0087

Note: (a) No title search of the public records has been performed by this firm and (and) shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said County and/or City. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewers or flip manhole covers. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable and is only good for 3 years and only good to the person/co. that pays for it at time of survey. (f) Easements not shown on record map are not shown above.