

BHM1600390

20160729000268250
07/29/2016 03:44:28 PM
ESMTAROW 1/4

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT of EASEMENT is given this the 28th day of July, 2016 by Israel Volk for and in furtherance of the purposes set forth herein below.

WHEREAS, Charles Leslie and Kaley Leslie ("Grantee") desire to acquire a certain easement ("Easement") in, to, upon and over a portion of the property owned by Israel Volk ("Grantor") more particularly described as Lot 27, Wisteria as recorded in Map Book 39, Page 23 in the Office of the Judge of Probate of Shelby County, Alabama (the "Land"), which Easement is designated as a portion of the driveway servicing the Grantee's property located at Lot 28, Wisteria, as recorded in Map Book 39, Page 23 in the Office of the Judge or Probate of Shelby County, Alabama ("Easement Area"). Said driveway servicing Lot 28 encroaches onto the Land, and the portion of the driveway encroaching onto the Land is attached as Exhibit "A" attached hereto and incorporated herein, and shall constitute the Easement Area.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement over the Easement Area of the Land hereinabove designated for so long as the Easement Area is used exclusively for the purpose(s) of accessing the residence located at Lot 28, Wisteria, Map Book 39, Page 23, Shelby County Probate Office. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted. Should the Grantee alter, move or relocate the driveway servicing said Lot 28 in such a way as that the Easement Area is no longer needed to provide vehicular access to Lot 28 via the existing driveway for Lot 28, then the easement granted herein shall terminate upon the completion of such alteration, movement or relocation of the driveway servicing Lot 28.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. Said maintenance shall comply with the character of the neighborhood and any and all subdivision covenants and restrictions

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of Grantor adjacent to the Easement Area.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify Grantor,

its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

11. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

13. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

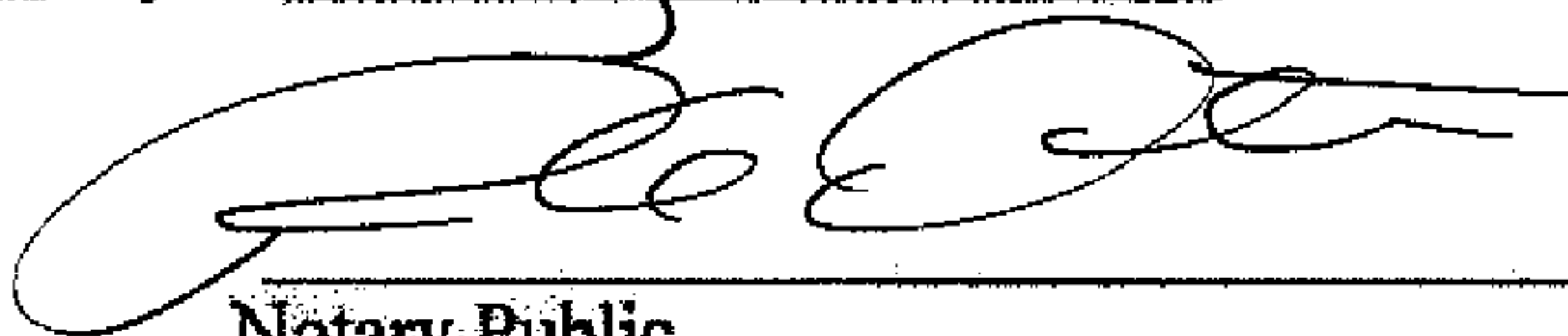
GRANTOR:

Israel Volk by his Attorney in fact
 Israel Volk by Cynthia P. Carter
 his attorney in fact Cy *gac*
Cynthia P. Carter
Car

STATE OF ALABAMA)
COUNTY OF SHELBY)

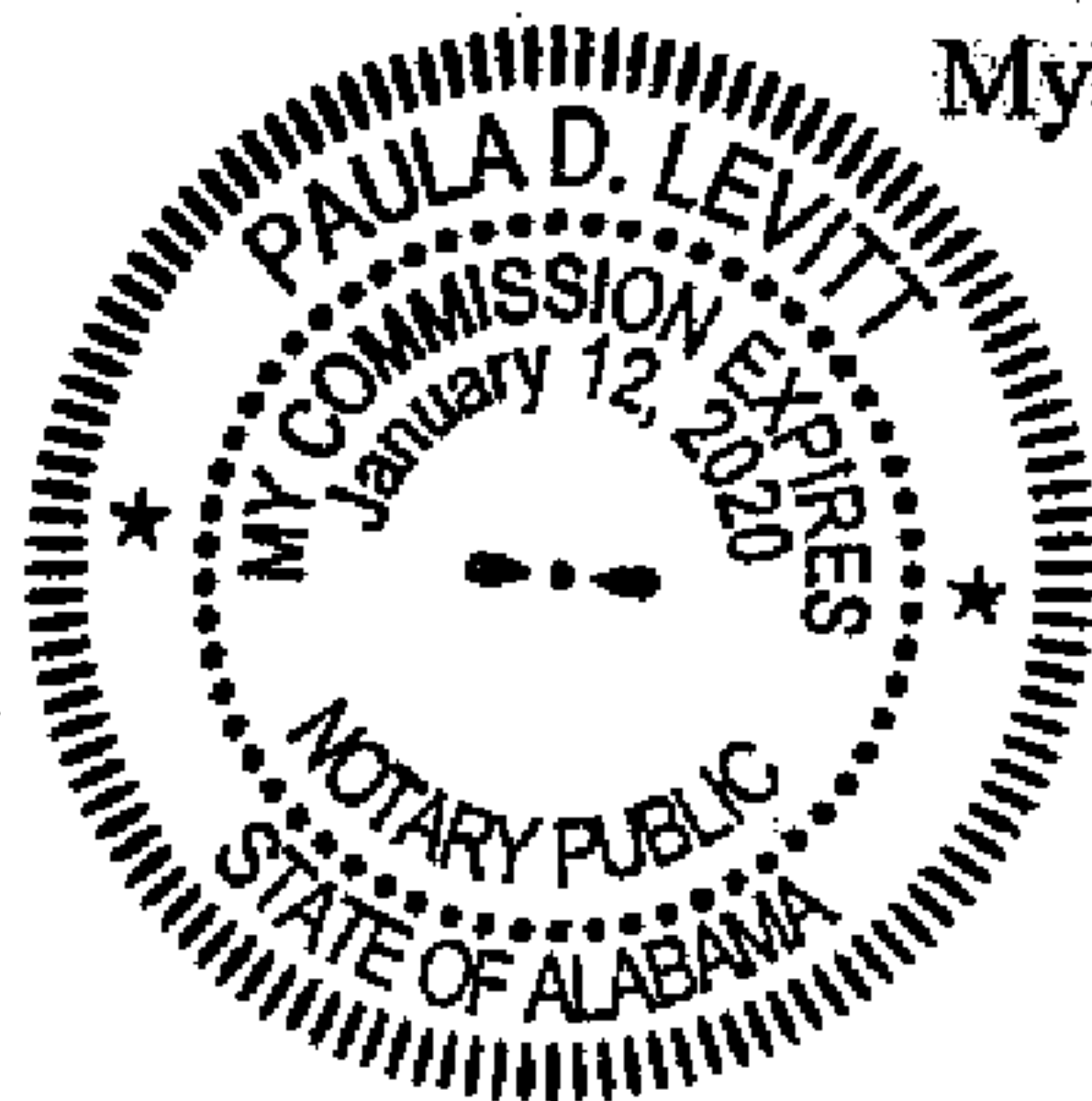
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Israel Volk, acting by and through his attorney in fact, Cynthia P. Carter, whose name is signed to the foregoing instrument as attorney in fact for Israel Volk, and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, s/he executed the same voluntarily on the day the same bears date as the attorney in fact for said Israel Volk.

Given under my hand and seal this 28th day of July, 2016.



Notary Public

My Commission Expires: 1-12-20



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/29/2016 03:44:28 PM
\$24.50 CHERRY
20160729000268250

