


This instrument was prepared by:  
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Rumberger, Kirk & Caldwell, P.C.  
2001 Park Place North, Suite 1300  
Birmingham, Alabama 35203

  
20160819000298110 1/4 \$24.50  
Shelby Cnty Judge of Probate, AL  
08/19/2016 10:22:09 AM FILED/CERT

STATE OF ALABAMA     )  
SHELBY COUNTY         )

\$ 500<sup>00</sup>

### EASEMENT AGREEMENT

For and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Laurel Grove, Inc. (Grantor) does hereby grant to Len B. Shannon, III (Grantee) an easement in, on, over, and across the property described on Exhibit A, which is attached hereto and incorporated herein as if set out in full, for the purpose of ingress and egress to the property owned by Grantee adjacent to the southeast of the Laurel Grove subdivision.

Grantee shall install and maintain an evergreen buffer along the entire length of the south boundary of the easement. Grantee shall keep and maintain the easement area granted herein in a reasonably good condition. Any repair or maintenance on the easement granted herein shall be done in a good and workmanlike manner and in accordance with ordinary industry standards.

Grantee agrees to bound by the Declaration of Covenants, Conditions and Restrictions for Laurel Grove recorded in Instrument Number 20151209000420430 the Office of the Judge of Probate of Shelby County, Alabama (the Covenants), including, but not limited to, the obligation to pay Annual, Special and Individual Assessments.



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Grantee shall be considered an Owner under the Covenants and shall pay Assessments as a Lot Owner.

Grantee shall indemnify and hold Grantor and the owner of Lot 10, according to the map of Laurel Grove recorded at Book 45, Page 58 in the Office of the Judge of Probate of Shelby County, Alabama, harmless from any liability or damage arising from the use of said easement or from any liability or damage from the construction of any improvements in or on said easement.

The easement granted herein is for the exclusive use of Grantee and shall not be used at any time for any purpose not stated expressly herein.

Grantee, by the acceptance and recordation of this easement agreement, agrees to be bound by all terms contained herein. Grantor, or its successors and assigns, may terminate this agreement if Grantee violates any term of this agreement and remains in violation after thirty (30) days written notice to Grantee.

To have and to hold unto the Grantee, his heirs and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this the 9<sup>th</sup> day of August, 2016.


GRANTOR

LAUREL GROVE, INC

By: Wayne J. Scotch, Jr.  
Wayne J. Scotch, Jr.

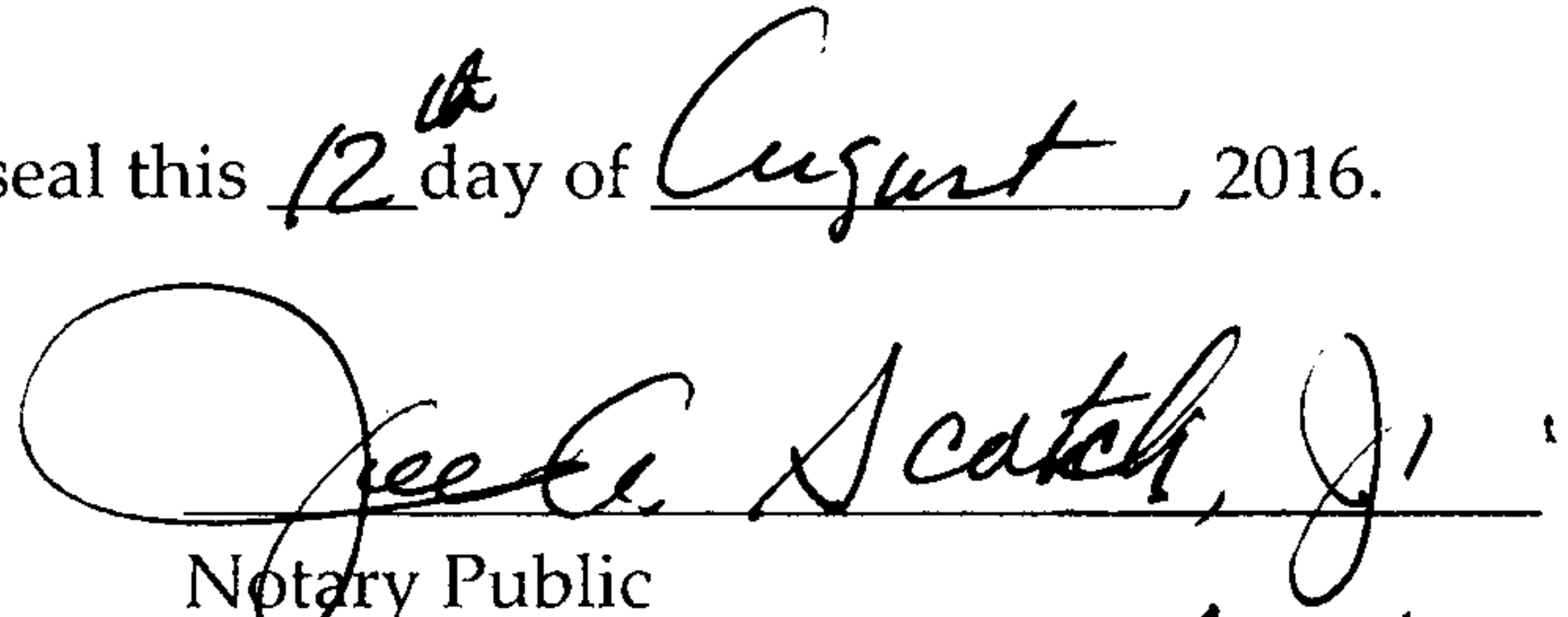
Its: President

STATE OF ALABAMA     )  
SHELBY COUNTY         )

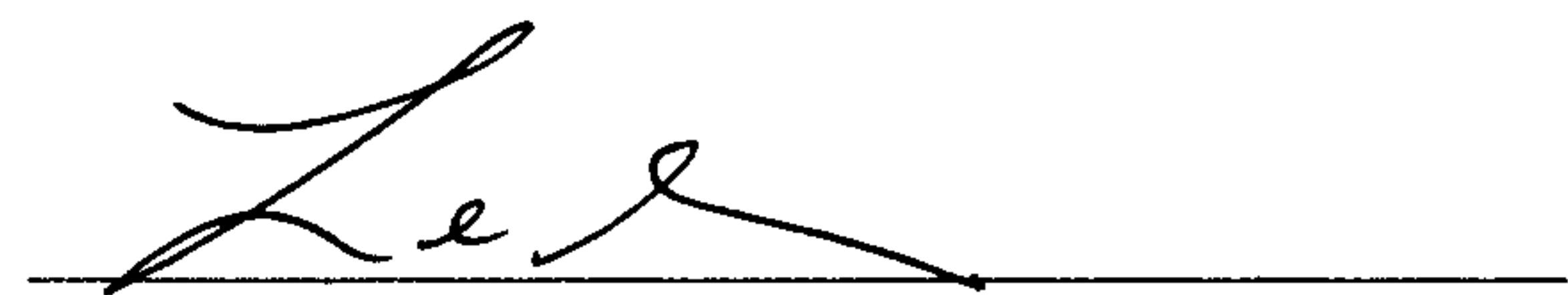
  
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I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Wayne J. Scotch, Jr., whose name as President of Laurel Grove, Inc., is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as of the act of said corporation.

Given under my hand and official seal this 12<sup>th</sup> day of August, 2016.

  
Notary Public  
My Commission Expires: 1/26/20

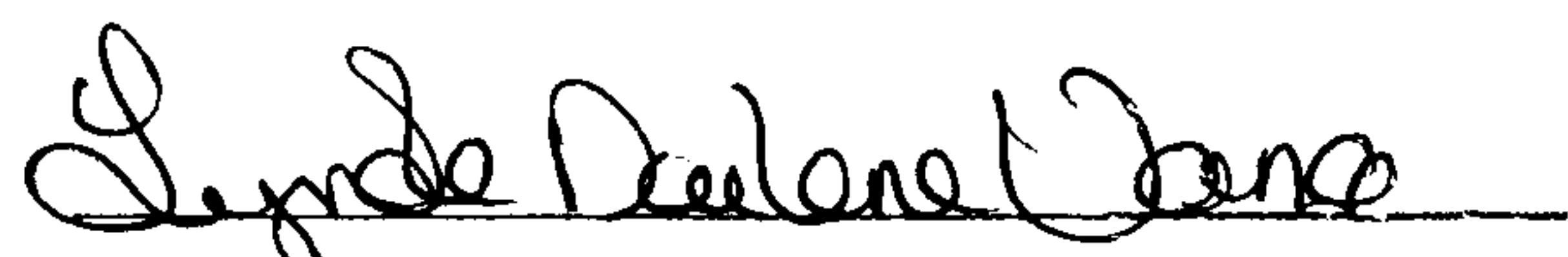
GRANTEE

  
LEN B. SHANNON, III

STATE OF ALABAMA     )  
SHELBY COUNTY         )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Len B. Shannon, III, whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily.

Given under my hand and official seal this 9<sup>th</sup> day of August, 2016.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES FEBRUARY 10, 2020



# EXHIBIT A



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Easement Description: Lot 10, Laurel Grove

A 30-foot easement paralleling the Northeasterly line of Lot 10, Laurel Grove Subdivision, recorded in Map Book 45, Page 58, Judge of Probate Office, Shelby County, Alabama, more particularly described as follows:

Begin at the northeast most corner of said Lot 10, and run southwesterly along the south line of said Lot 10 a distance of 31.32 feet; thence turn an angle to the right of 106 degrees 29 minutes 24 seconds and run northwesterly a distance of 337.26 feet, along a line paralleling the Northeasterly Lot Line of Lot 10, to an intersection with the easterly right of way line of Laurel Grove Circle; thence run northeasterly along said easterly right of way line a distance of 22.58 feet to the northwest-most corner of Lot 10; thence turn an angle to the right of 45 degrees 45 minutes 47 seconds and run easterly along the north line of Lot 10 a distance of 10.99 feet to a corner of Lot 10; thence turn an angle to the right of 41 degrees 47 minutes 48 seconds and run southeasterly along the northerly lot line of Lot 10 a distance of 320.39 feet to the northeast most corner of Lot 10, the Point of Beginning;