

\$500.00 Value

STATE OF ALABAMA)
COUNTY OF SHELBY)

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EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this 16th day of April, 2017, by and between **Forest D. Housner and Debbie Sue Housner**, husband and wife, (the "Grantor") and **Philip Busby and Stephanie Busby** (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the following-described real estate, situated in **Shelby County, Alabama**, the property address of which is **334 Savannah Circle, Calera, AL 35040**; to-wit:

Lot 625, according to the survey of Savannah Pointe, Sector VI, as recorded in Map Book 30, Page 41, in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantee is the owner of the following-described real estate, situated in **Shelby County, Alabama**, the property address of which is **338 Savannah Circle, Calera, AL 35040**; to-wit:

Lot 624, according to the Survey of Savannah Pointe, Sector VI, as recorded in Map Book 30, Page 41, in the Probate Office of Shelby County, Alabama.

WHEREAS, Grantee's wooden fence currently encroaches onto the southeastern border of the Grantor's property, as identified on the survey performed by Rodney Y. Shiflett and attached as Exhibit "A" (the "Easement Area"); and

WHEREAS, Grantor desires to grant and convey to Grantee an easement over and across the Easement Area.

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 a permanent exclusive easement over the Easement Area.
2. Term. The grant of easement as set forth in this Agreement shall run with the land and be binding upon and inure to the benefit of their heirs, successors, and assigns.
3. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the state of Alabama.

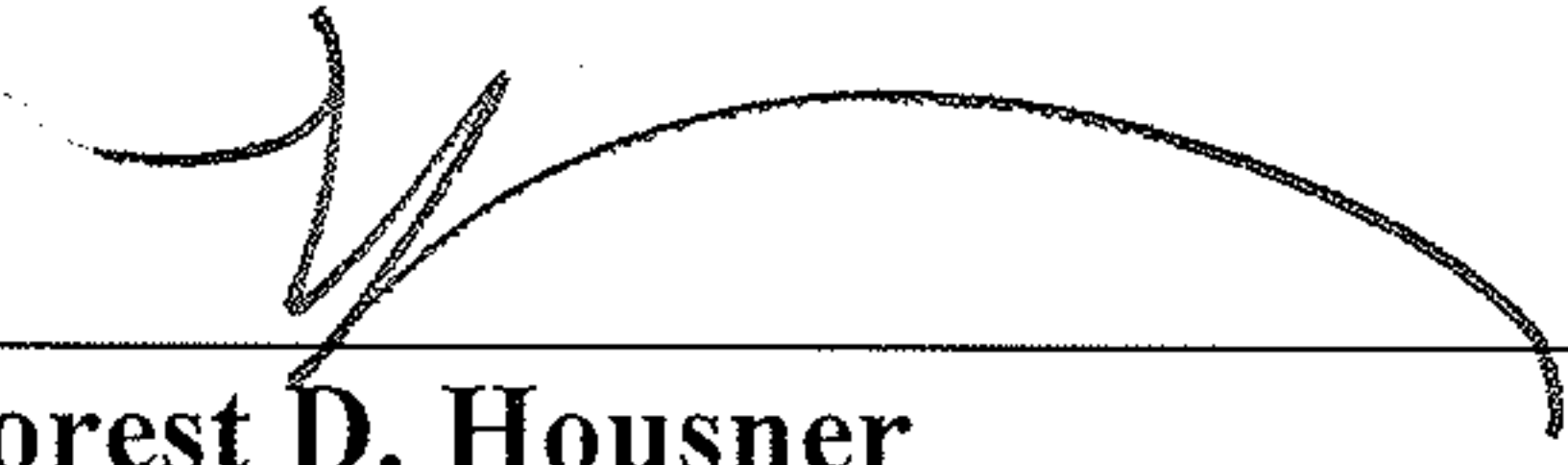
4. No Transfer of Fee Title. The Grantor does not convey to the Grantee or to any other party hereby any title in or to their respective Property, but merely grants the rights, privileges, and easements set forth in this Agreement.

5. Maintenance Agreement. Grantee does hereby agree, for itself, its successors, and assigns, that it shall exclusively bear the expense of maintaining the easement in a manner in keeping with its use.

6. Termination, Modification or Amendment of Easement Agreement. This Agreement may be terminated, modified, or amended by the mutual written agreement of the parties, their successors, or assigns, which shall be recorded in the Office of the Judge of Probate of **Shelby County, Alabama.**

TO HAVE AND TO HOLD, the rights, privileges, and easements described above unto Grantee, in accordance with the provisions hereof.

GRANTOR:



Forest D. Housner



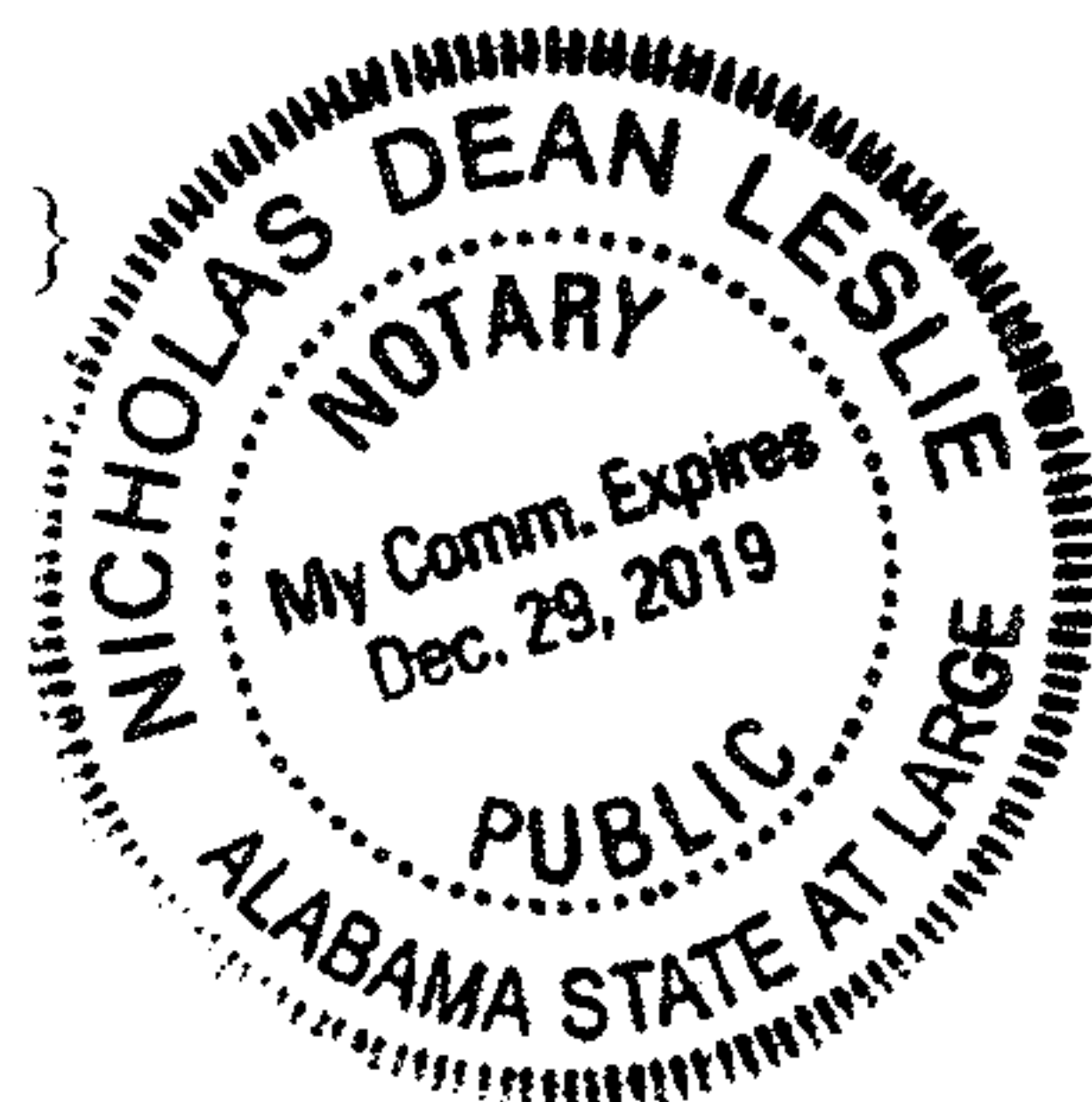
Debbie Sue Housner

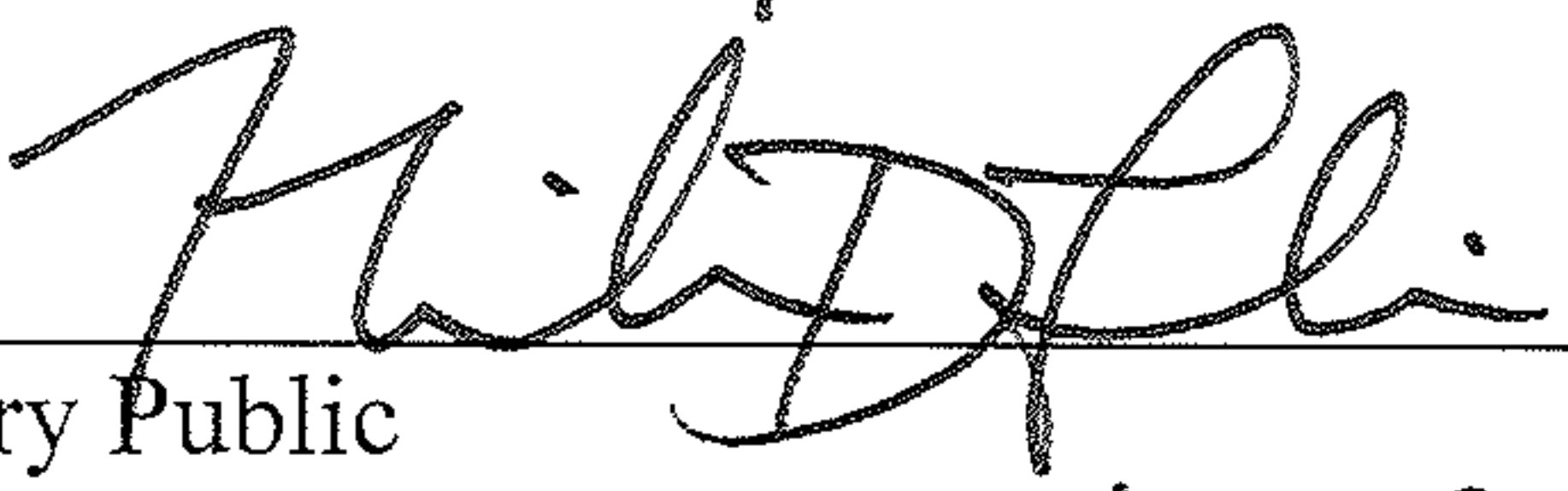
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Forest D. Housner and Debbie Sue Housner**, whose names are 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of April, 2017.

{ SEAL }

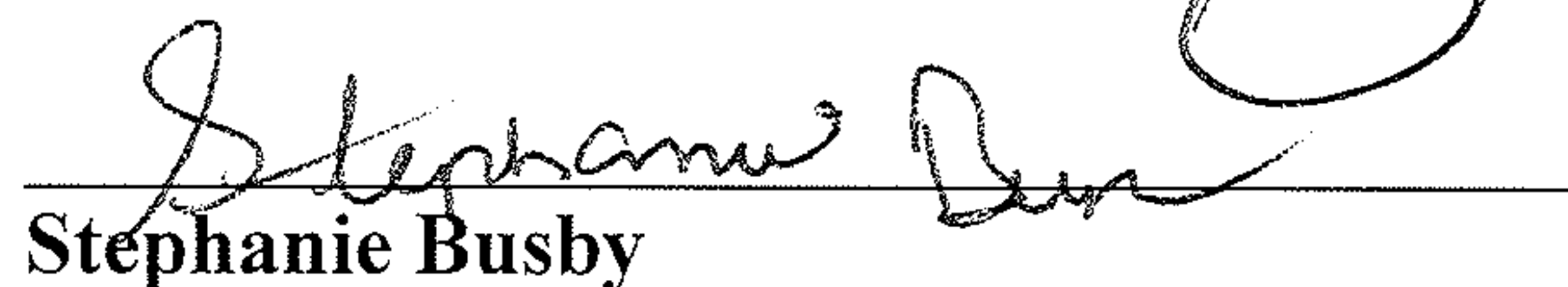




Notary Public
My Commission Expires: 12-29-2019

GRANTEE


Philip Busby

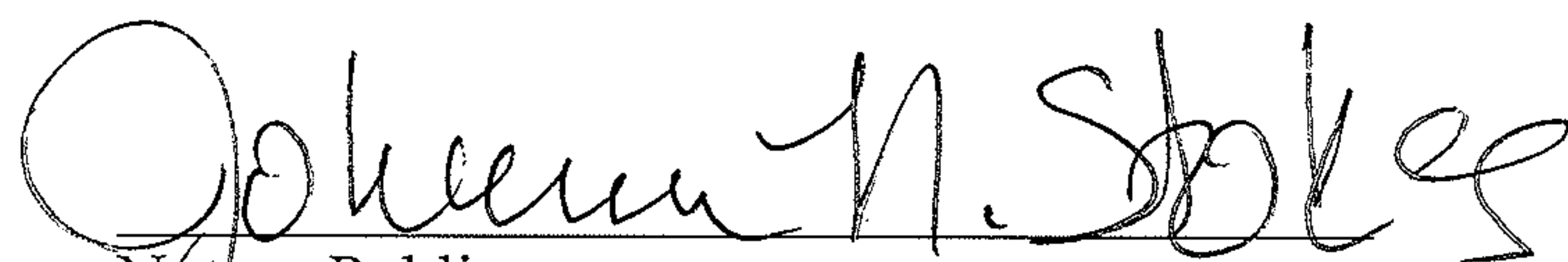

Stephanie Busby

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Philip Busby and Stephanie Busby**, whose names are 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 instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of April, 2017.

{ SEAL }



Notary Public

My Commission Expires:

My Commission Expires
August 3, 2020

EXHIBIT "A"

