

STATE OF ALABAMA
COUNTY OF SHELBY

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made this 15th day of December, 2017, by CHRISTOPHER C. GRAHAM and SUSAN F. GRAHAM (collectively "GRAHAM") and THOMAS B. MADDOX and ALICIA RENEE MADDOX (collectively "MADDOX") pursuant to the terms and conditions contained herein.

WITNESSETH:

WHEREAS, MADDOX is the owner of Lot 90, according to the survey of Final Plat of Oaklyn Hills Phase Two as recorded in Map Book 30, Page 17, in the Probate Office of Shelby County, Alabama ("MADDOX PROPERTY").

WHEREAS, GRAHAM is the owner of Lot 89, according to the survey of Final Plat of Oaklyn Hills Phase Two as recorded in Map Book 30, Page 17, in the Probate Office of Shelby County, Alabama ("GRAHAM PROPERTY").

WHEREAS, the concrete driveway on the MADDOX PROPERTY partially encroaches on the GRAHAM PROPERTY, as shown by survey dated November 30, 2017, a copy of which is attached hereto as Exhibit "A" and incorporated by reference hereof (the "SURVEY"); and

WHEREAS, the fence erected on the GRAHAM PROPERTY partially encroaches on the MADDOX PROPERTY, as shown by the SURVEY.

WHEREAS, all parties agree that this document shall serve as a written grant of an easement for the existing concrete driveway to be partially located on the GRAHAM PROPERTY and the existing fence to be partially located on the MADDOX PROPERTY.

WHEREAS, GRAHAM desires to grant an easement for the concrete driveway to be partially located on the GRAHAM PROPERTY, pursuant to the terms contained herein; and

WHEREAS, MADDOX desires to grant an easement for the fence to be partially located on the MADDOX PROPERTY, pursuant to the terms contained herein.

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), the execution of the Agreement and other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, GRAHAM AND MADDOX covenant and agree as follows:

1. GRANT OF EASEMENT ON AND ACROSS PROPERTY.

GRAHAM, as Owners of the GRAHAM PROPERTY, hereby grants, sells and conveys unto MADDOX, their heirs and assigns, subject to the terms, limitations and conditions herein, a perpetual non-exclusive easement, for the concrete driveway to be partially located on the GRAHAM PROPERTY, as shown by the SURVEY, together with all rights and privileges necessary or convenient for the purposes of maintaining the concrete driveway (the "GRAHAM EASEMENT").

MADDOX, as Owners of the MADDOX PROPERTY, hereby grants, sells and conveys unto GRAHAM, their heirs and assigns, subject to the terms, limitations and conditions herein, a perpetual non-exclusive easement, for the fence to be partially located on the MADDOX PROPERTY, as shown by the SURVEY, together with all rights and privileges necessary or convenient for the purposes of maintaining the fence (the "MADDOX EASEMENT").

2. PROHIBITION OF IMPROVEMENTS ON EASEMENT. GRAHAM and MADDOX agree that they shall not build or maintain, or permit to build or maintain, any additional structures on the GRAHAM EASEMENT or the MADDOX EASEMENT.

3. MAINTENANCE. The day to day maintenance of the concrete driveway shall be performed by MADDOX, their heirs, agents or assigns. The day to day maintenance of the fence shall be performed by GRAHAM, their heirs, agents or assigns.

4. COVENANT RUNNING WITH THE LAND. The GRAHAM EASEMENT and the MADDOX EASEMENT (the "EASEMENTS") hereby granted, the restrictions hereby imposed and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon, the parties referenced herein, and their respective successors and assigns forever.

5. TERMINATION. The EASEMENTS may only be amended by a written agreement signed by GRAHAM and MADDOX, or their respective heirs and assigns. In the event the concrete driveway is dismantled, removed, torn down, or otherwise eliminated, the GRAHAM EASEMENT shall be terminated. In the event the fence is dismantled, removed, torn down, or otherwise eliminated, the MADDOX EASEMENT shall be terminated.

6. VIOLATION/DEFAULT. In the event of any violation or threatened violations of any of the provisions contained herein, the non-defaulting owner shall be entitled forthwith to full and adequate relief by injunction and/or any other available legal and equitable remedies; and the damages and costs of any such violations and all costs and expenses of any suit or proceeding (including reasonable attorneys' fees) shall be paid by the defaulting party.

7. NOTICE. Any and all notices required or contemplated hereunder shall be provided by hand delivery, or by overnight mail, or by a nationally recognized courier service, or by certified United States Mail, return receipt request and postage prepaid to the following addresses:

If to GRAHAM, their heirs and assigns:
220 Oaklyn Hills Drive
Chelsea, AL 35043

If to MADDUX, their heirs and assigns:
224 Oaklyn Hills Drive
Chelsea, AL 35043

8. GOVERNING LAW. This Declaration of Easement shall be governed by the laws of the State of Alabama.
9. SEVERANCE. The invalidity or unenforceability of any portion of this Declaration of Easement shall in no wise affect the remaining provisions or portions hereof.
10. CAPTIONS. The paragraph captions used throughout this Declaration of Easement are for the purpose of reference only and are not to be considered in the construction of this Declaration of Easement or in the interpretation of the rights or obligation of the parties thereto.
11. ENTIRE AGREEMENT. It is agreed that this document contains the entire agreement between the parties and to the matters herein contained and this Declaration of Easement shall not be modified in any respect unless by an amendment in writing signed by all parties thereto, which shall be recorded in the appropriate Probate Office.
12. COUNTERPARTS. This Declaration of Easement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned as that all had signed one instrument.

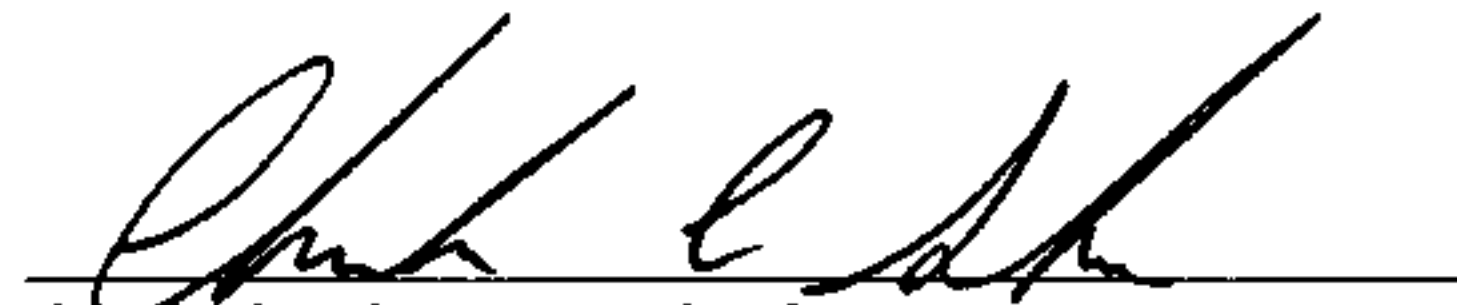
[SIGNATURES AND NOTARIES APPEAR ON THE FOLLOWING PAGES]

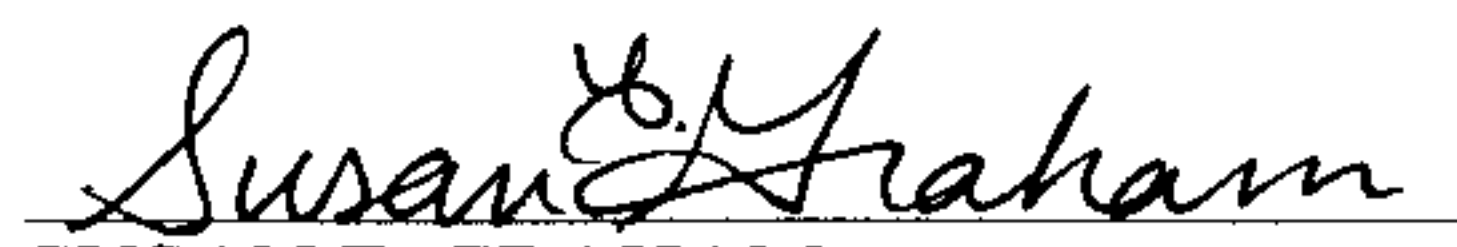

20171219000451960 3/8 \$36.50
Shelby Cnty Judge of Probate, AL
12/19/2017 01:14:20 PM FILED/CERT

In Witness Whereof this Declaration of Easement has been executed this 15th day
of December, 2017.


THOMAS B. MADDUX


ALICIA RENEE MADDUX


CHRISTOPHER C. GRAHAM


SUSAN F. GRAHAM



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Shelby Cnty Judge of Probate, AL
12/19/2017 01:14:20 PM FILED/CERT

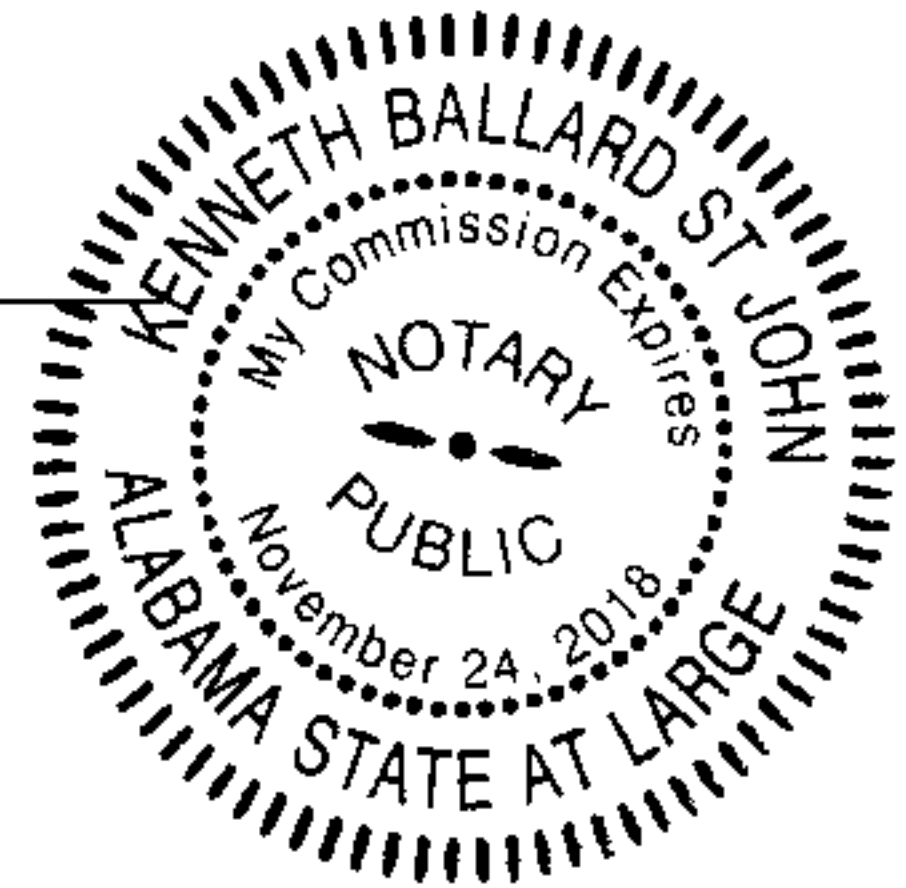
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that THOMAS B. MADDOX, a married man, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 15th day of December, 2017.


Notary Public

My Commission Expires: 11/24/2018



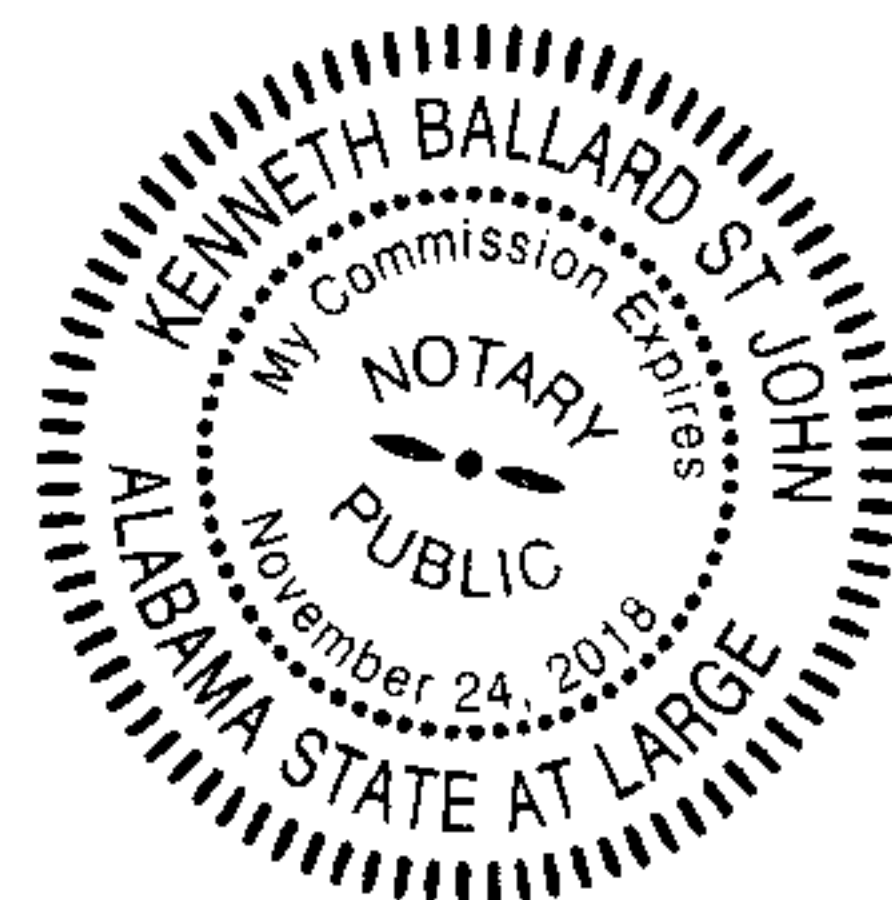
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that ALICIA RENEE MADDOX, a married woman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 15th day of December, 2017.


Notary Public

My Commission Expires: 11/24/2018



20171219000451960 5/8 \$36.50
Shelby Cnty Judge of Probate, AL
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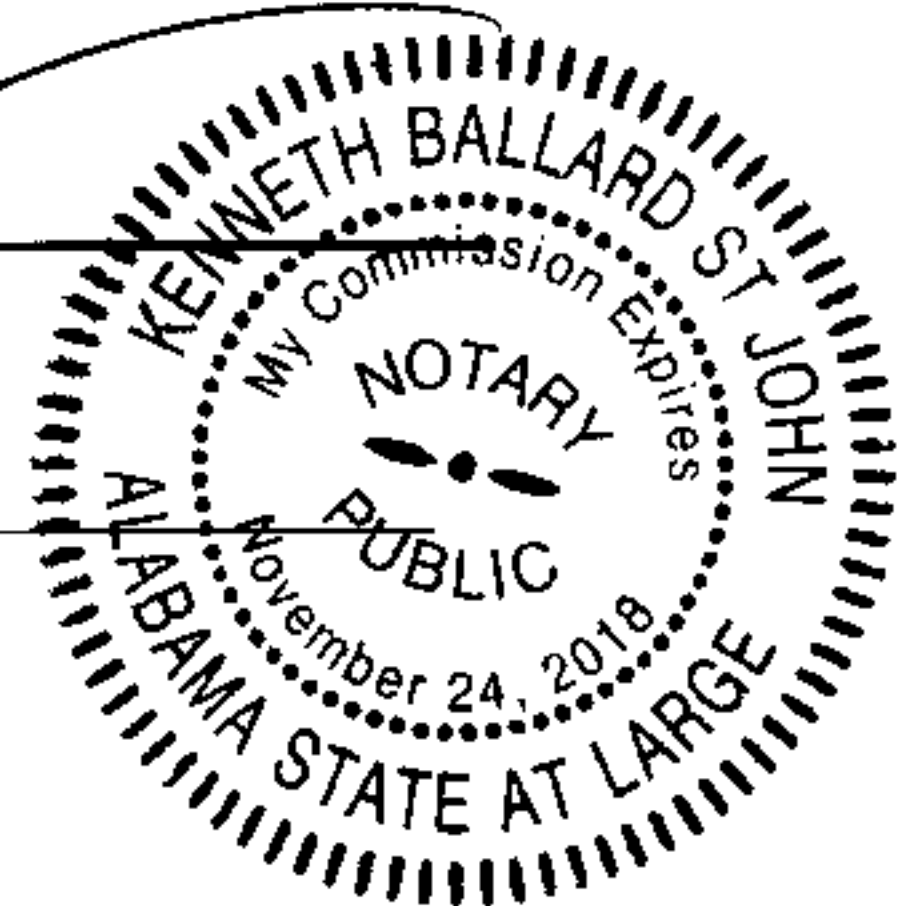
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that CHRISTOPHER C. GRAHAM, a married man, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 15th day of December, 2017.


Notary Public

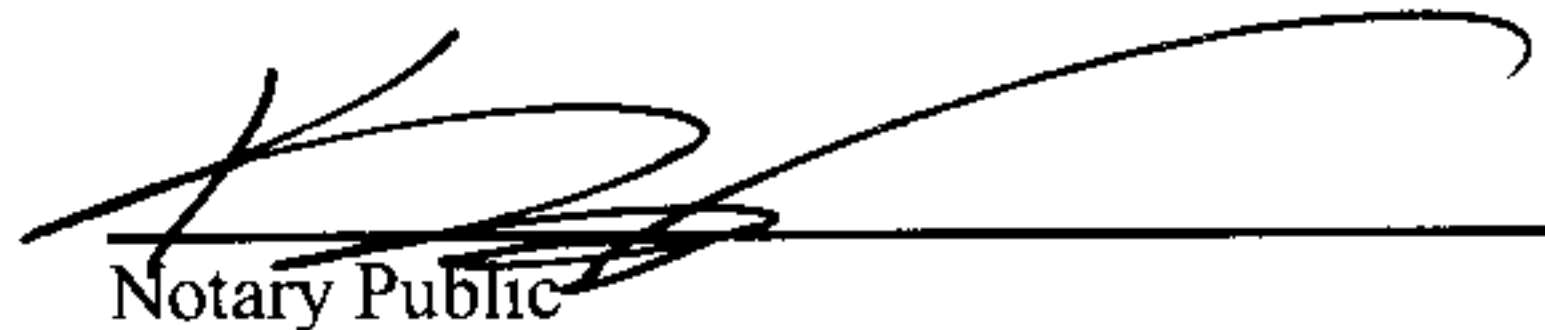
My Commission Expires: 11/24/2018



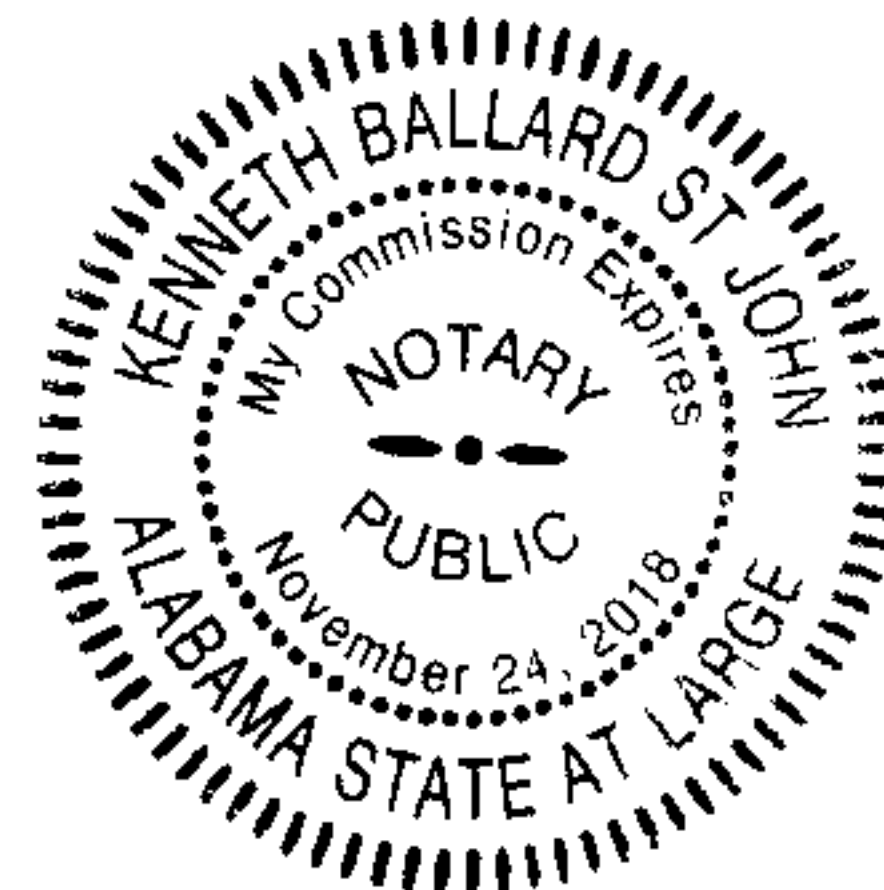
STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that SUSAN F. GRAHAM, a married woman, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the above foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the 15th day of December, 2017.


Notary Public

My Commission Expires: 11/24/2018




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EXHIBIT “A”

SURVEY


20171219000451960 7/8 \$36.50
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12/19/2017 01:14:20 PM FILED/CERT

MORTGAGE SURVEY

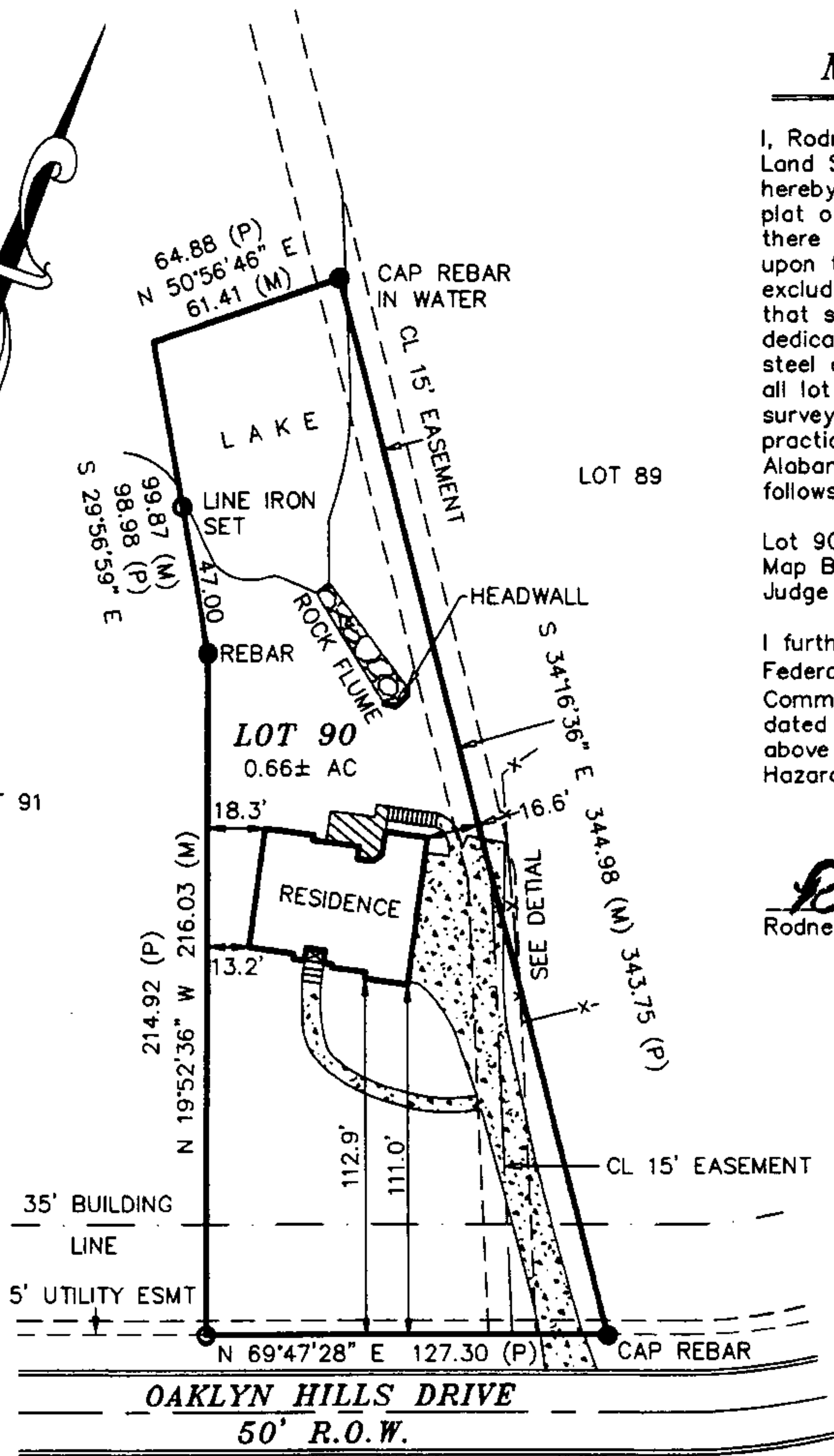
I, Rodney Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying the the State of Alabama, the correct legal description being as follows:

Lot 90 of Oaklyn Hills, Phase 2, as recorded in Map Book 30, Page 17, in the Office of the Judge of Probate of Shelby County, Alabama.

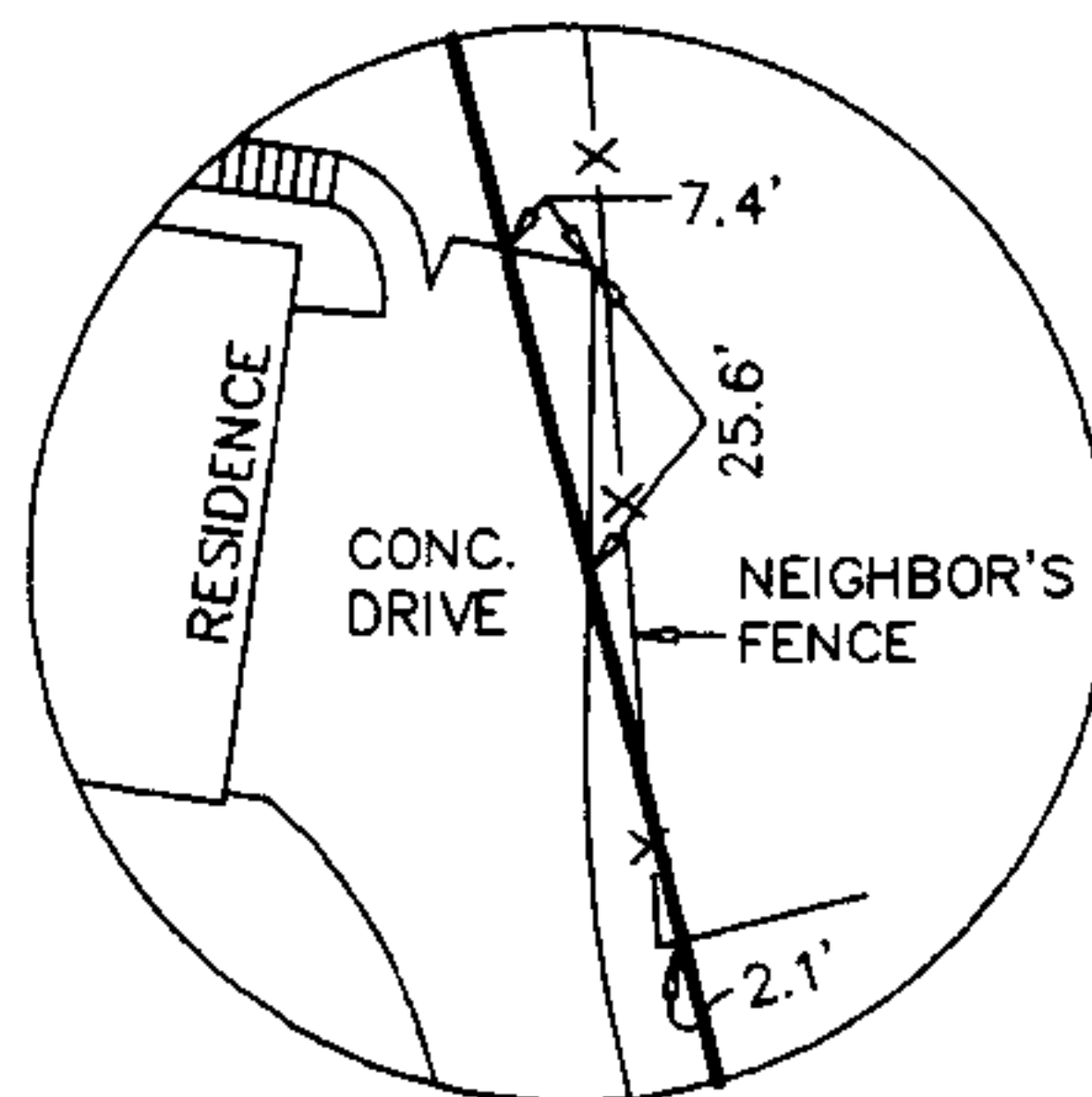
I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0240 E, Zone 'X', dated February 20, 2013, and found that the above described Parcel does not lie in a Flood Hazard Zone.

Rodney Shiflett
Rodney Shiflett Al. Reg. #21784

LOT 91



DRIVEWAY & FENCE
ENCROACHMENT DETAIL
NOT TO SCALE



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Shelby Cnty Judge of Probate, AL
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LEGEND

- 1/2" REBAR SET
- IRON PIN FOUND
- R.O.W. RIGHT-OF-WAY
- NOT TO SCALE
- UTILITY POLE
- U — OVERHEAD UTILITIES
- (M) FIELD MEASURED
- (P) PLAT / RECORDED MAP
- ▢ COVERED DECK/PORCH
- ▨ DECK/PORCH

JOB NO. 17597

DATE 11/30/17 DATE OF FIELD SURVEY 11/29/17

ADDRESS 224 Oaklyn Hills Drive SCALE 1" = 60'

DRAWN BY H. LETTS CHECK BY R.Y.S.

RODNEY SHIFLETT SURVEYING

P.O. BOX 204
COLUMBIANA, ALABAMA 35051
TEL. 205-669-1205 FAX. 205-669-1298

