

STATE OF ALABAMA)  
COUNTY OF SHELBY)

EASEMENT

This easement made and entered into this 21 day of December, 2017, by and between **Stone Martin Building, LLC**, an Alabama limited liability company (hereinafter referred to as "Grantor") and **Myrna Goodwin**, and (hereinafter referred to as "Grantee"):

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid to the Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the Grantee, its respective successors, agents, assigns, guests and invitees, a right of way and easement in perpetuity, with the right, privilege and authority to said Grantee, its respective successors, agents and assigns, to maintain drainage and an existing retaining wall on the following described land, situated in Shelby County, Alabama:

See Exhibit "A" for legal description of easement, a copy of which is attached hereto and made a part hereof, for ingress, egress and utilities for the maintenance of the existing retaining wall and drainage.

Further, there shall be a right of way for ingress and egress to, over and under the premises at any and all times for the purpose of maintaining the existing retaining wall and drainage.


TO HAVE AND TO HOLD, unto the said **Myrna Goodwin**, her heirs and assigns, forever, subject to the following terms and conditions:

1. The grant of this easement and covenants contained herein shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their respective successors and assigns.


2. The Grantee herein, **Myrna Goodwin**, her heirs and assigns shall have the sole responsibility for maintaining the existing retaining wall and associated drainage within said easement. The Grantee further agrees to hold harmless and indemnify the Grantor, its successors and assigns, from any claims or causes of action which may arise from or out of the retaining wall or drainage associated with the wall, maintenance thereof or the failure of the wall or drainage.

Together with and subject to the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

Shelby County, AL 12/29/2017  
State of Alabama  
Deed Tax: \$.50

  
20171229000464570 1/4 \$24.50  
Shelby Cnty Judge of Probate, AL  
12/29/2017 02:58:48 PM FILED/CERT

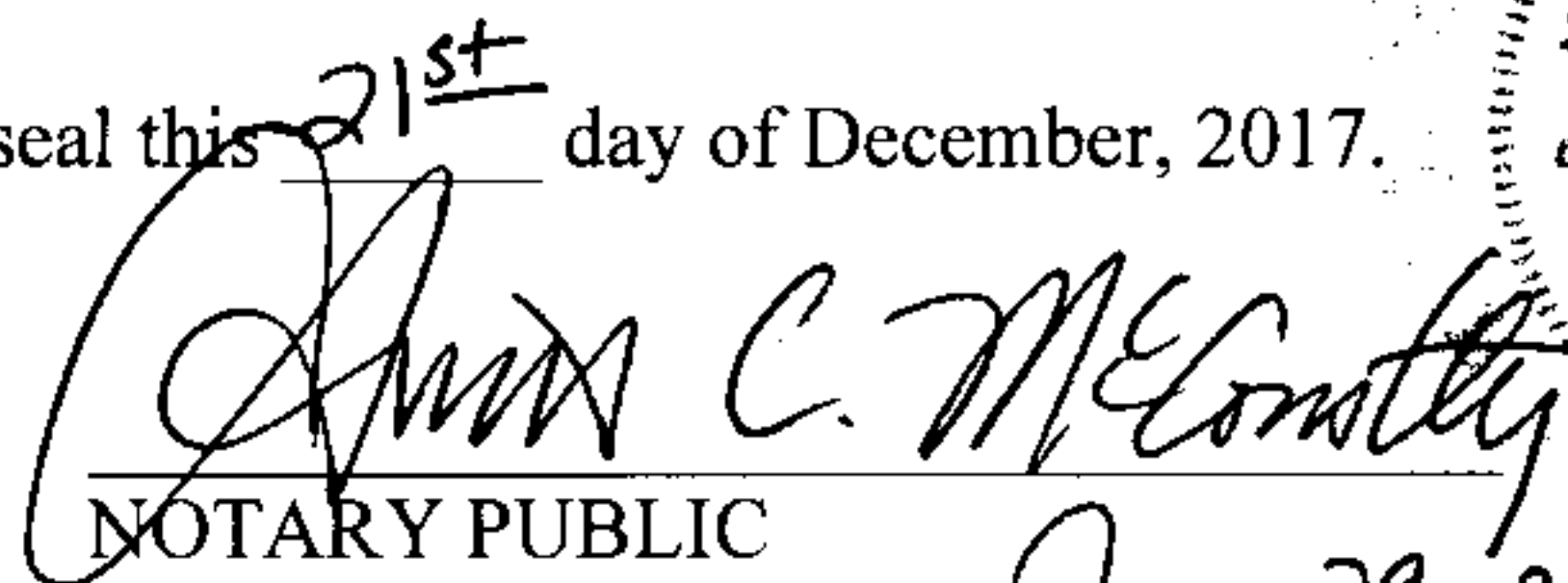
The Grantee executes this easement only to acknowledge and accept all covenants and restrictions contained herein above and Grantee, her successors and assigns, agree and understand and accept the obligations contained herein.

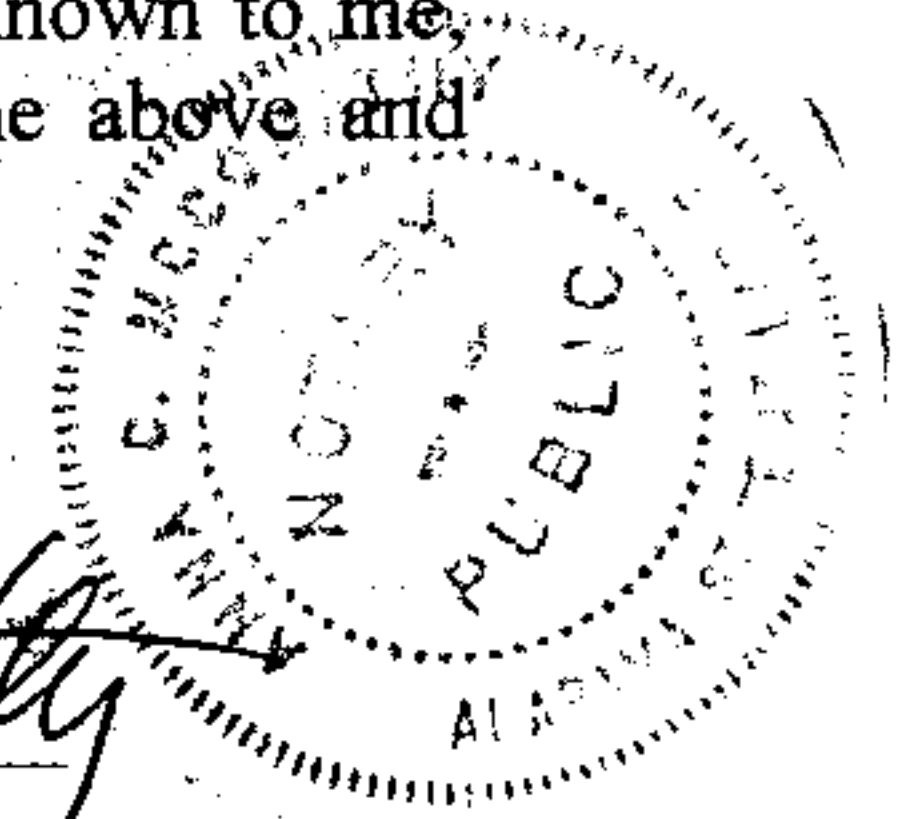
  
Myrna Goodwin

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )


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

Given under my hand and official seal this 21<sup>st</sup> day of December, 2017.

  
NOTARY PUBLIC  
My Commission Expires: June 29, 2018



This instrument prepared by:  
Clayton T. Sweeney, Attorney  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

  
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IN WITNESS WHEREOF, Stone Martin Building LLC, by its Managing Member, Mitchell Martin, has caused this easement to be executed this the \_\_\_\_\_ day of December, 2017

Builders,  
Stone Martin Building, LLC  
an Alabama limited liability company

BY: [Signature]  
Mitchell R. Martin  
Its: Manager

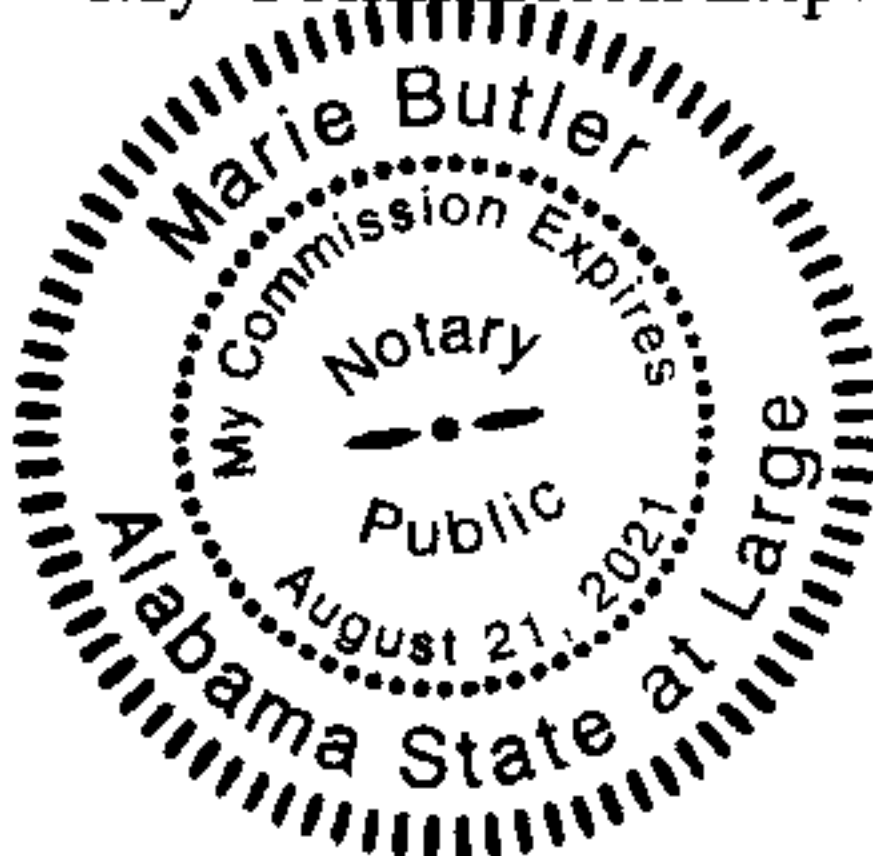
STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Mitchell R. Martin, whose name as Manager of Stone Martin Building, LLC, an Alabama limited liability company, 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 and foregoing instrument, he, as such authorized representative, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this the 26 day of December, 2017.

[Signature]  
Notary Public

My Commission Expires: 8/21/2021



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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT "A"

LEGAL DESCRIPTION OF WALL EASEMENT ON LOT 4-15 CHELSEA PARK 4<sup>TH</sup> SECTOR AS RECORDED IN MAP BOOK 34 PAGE 147 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA

BEGIN AT THE SOUTHEAST CORNER OF LOT 4-15 CHELSEA PARK 4<sup>TH</sup> SECTOR AS RECORDED IN MAP BOOK 34 PAGE 147 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA ; SAID POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF CHELSEA PARK BEND ; THENCE RUN NORTHERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 4-15 FOR 90.00 FEET, TO THE NORTHEAST ORNER OF SAID LOT 4-15; THENCE TURN 90°00'00" LEFT AND RUN WESTERLY ALONG THE NORTH LINE OF SAID LOT 4-15 FOR 4.00 FEET; THENCE TURN 90°00'00" LEFT AND RUN SOUTHERLY AND PARALLET TO THE EAST LINE OF SAID LOT 4-15 FOR 90.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF CHELSEA PARK BEND; THENCE TURN 90°00'00" RIGHT AND RUN EASTERLY ALONG SAID RIGHT OF WAY FOR 4.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED. SAID EASEMENT CONTAINING 360 SQUARE FEET.



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