

INSTRUMENT PREPARED BY:
Sandy F. Johnson
Attorney at Law
3156 Pelham Parkway, Suite 2
Pelham, AL 35124

20190530000185550
05/30/2019 09:37:05 AM
ESMTAROW 1/4

Consideration \$500.00

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is made and entered into this 15th day of May, 2019, by and between certain Landowners, who own certain tracts of land situated in Shelby County, Alabama, within Wyndham Subdivision; said Landowners whose respective parcels of property encompass the easement way herein described, are more specifically described as follows:

LANDOWNER	PARCEL TAX IDENTIFICATION NO.
Trevor Dean Greene 8371 Wynwood Circle Helena, AL 35080	13-5-22-3-003-104.000
Randy McKenzie 8365 Wynwood Circle Helena, AL 35080	13-5-22-3-003-103.000

WHEREAS, the above-designated Landowners maintain all of the right, title and interest to their respective parcels of property, as identified by each of their appropriate Tax Parcel Identification Numbers; and,

WHEREAS, the above-designated Landowners do now desire to enter into this Reciprocal Easement Agreement with the other Landowner herein designated for the purpose of establishing an easement appurtenant as hereinafter described, for the purpose of usage of each of the Landowners within the designated easement way;

NOW THEREFOR; the above-designated Landowners, for the mutual exchange of good and valuable consideration, as well as the mutual promises and covenants hereinafter stated, do hereby agree as follows:

1. **GRANT OF EASEMENTS**: Each of the above designated Landowners do hereby grant unto the other Landowner a non-exclusive easement as designated within the attached survey, more particularly described as follows:

Parcel I (currently owned by Trevor Dean Greene):
Commence at the SE corner of Lot 345 of Wyndham Wynwood Sector Phase III as recorded in MB 24, PG 129 in the office of the Judge of Probate, Shelby Co., AL; thence run in Northeasterly direction along the property line between said Lot 345 & Lot 346 for a distance of 30.10 feet to a point; thence turn an interior angle to the right of 133° 30' 51" and run 30.13 feet to a point said point being the Point of Beginning of the easement herein described; thence continue on last course for a distance of 100.46 feet; thence turn an interior angle of 18° 22' 39" and run a distance of 59.67 feet; thence turn an interior angle to the left of 138° 23' 31" and run 47.70 feet to the Point of Beginning. Containing 945 SQ. FT. more or less.

Parcel II (currently owned by Randy McKenzie):
Commence at the SE corner of Lot 345 of Wyndham Wynwood Sector Phase III as recorded in MB 24, PG 129 in the office of the Judge of Probate, Shelby Co., AL said point being the Point of Beginning of the easement herein described; thence run in Northeasterly direction along the property line between said Lot 345 & Lot 346 for a distance of 30.10 feet to a point; thence turn an interior angle to the right of 133° 30' 51" and run 30.13 feet to a point; thence turn an interior

angle to the right of 23° 13' 50" and run a distance of 55.34 feet to the Point of Beginning. Containing 329 SQ. FT. more or less.

THE RECIPROCAL EASEMENT RIGHTS AND OBLIGATIONS HEREIN ESTABLISHED, SHALL NOT, IN ANY FORM OR FASHION, BE CONSTRUED AS ESTABLISHING ANY FORM OF PUBLIC THOROUGHFARE, OR GRANT ANY RIGHTS TO THE GENERAL PUBLIC IN OR TO THE EASEMENT APPURTENANT HEREIN ESTABLISHED.

2. MAINTENANCE AND OPERATION: Each Landowner shall be responsible for the maintenance and repair of said easement way granted to said Landowner. Any Landowner who has rights to use of the easement way, as herein designated, may at his, her, or its own expense, maintain and/or repair any portion of said easement way. No Landowner shall remove fencing, structures or mature vegetation from an easement way granted to any other Landowner without the Landowner's written permission.

3. COVENANTS AND RESTRICTIONS: The easement hereinabove defined shall remain open and available for the usage of each Landowner, their agents, employees, servants, invitees, guests, successors and assigns.

4. LIABILITY AND INDEMNIFICATION: Each Landowner shall indemnify, defend and hold the other Landowners harmless for any and all losses or damages resulting upon each Landowner's parcel or parcels, from and against any damages, liabilities, actions, claims and expenses (including reasonable attorney's fees) in conjunction with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon such Landowner's parcel or parcels, or occasioned wholly or in part by any act or mission of said Landowner for his, her or its tenants, agents, contractors, employees or licensees, in conjunction with the usage of said easement way, or otherwise.

5. REMEDIES: In the event of a breach by any Landowner of any obligation of this Agreement, the other Landowners shall be entitled to obtain an injunction specifically enforcing the performance of the breaching Landowner's obligation to keep open such easement way as it crosses said Landowner's property. The Landowners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach; provided, however, that nothing set forth herein shall prohibit any Landowner from pursuing any other available legal and equitable remedies available to him, her, or it. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Landowners who benefit from the existence of the said easement. Any costs and expenses of any such proceeding, including attorneys' fees in a reasonable amount, shall be paid by the defaulting Landowner and shall constitute a lien against the parcel or parcels owned by the defaulting Landowner, and improvements thereon, or the interests therein, until paid.

6. TERM: Except as may otherwise be agreed by all of the Landowners who are parties to this Agreement, the term of this Agreement shall be perpetual.

7. EFFECT OF INSTRUMENT:

- A. Mortgage Subordination:** Any Mortgage or Deed of Trust affecting any portion of the easement way shall, at all times, be subject and subordinate to the terms of this Agreement, and each Landowner shall undertake any and all necessary activities to assure that such is the case.
- B. Binding Effect:** Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, and restriction made, granted or assumed, as the case may be, by each party to this Agreement, is made by such party, not only personally for the benefit of the other Landowners who are parties hereto, but also to constitute an equitable servitude on the portions of each Landowner's property along which the easement way is situated, and such easement shall

be appurtenant to, running with the land, and for the benefit of all Landowners entering into this Agreement. Any transferee of any part of the real estate along which the easement way is situated, shall automatically be deemed, by acceptance of the title to any portion of said property, to have assumed all obligations of this Agreement, relating thereto to the extent of said transferee's interest in its parcel, and to have agreed with the other Landowners who benefit from this Agreement, to execute any and all instruments, and to do any and all things reasonably required to carry out the intention of this Agreement. The transferor of any parcel of real property across which the easement way exists shall, upon completion of such transfer, be relieved of all liability and obligations of any kind or nature created by this Agreement, except for a breach of any term of this Agreement prior to such transfer.

- C. **Non-Dedication:** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the property along which the easement is situated to the general public, or for any public use or purpose whatsoever, it being the intention of the parties and their successors and assigns that nothing in this Agreement, express or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

8. **NOTICES:** Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, as the respective parties may, from time to time, designate by any like notice, on the 3rd business day following the date of such mailing to the address of any Landowner, his, her, its successor or assigns, as directed to the address of such Landowner which is maintained with the office of the Shelby County Tax Commissioner, or to such other address as designated by each Landowner.

9. **MISCELLANEOUS:**

- A. If any provision of this Agreement, or portion thereof, or the application thereof, to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be effected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- B. This Agreement shall be construed in accordance with the laws of the State of Alabama.
- C. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said Landowners liable for the debts or obligations of any other Landowner.
- D. This Agreement shall be binding upon and inure to the benefit of the successors, successors-in-title and assigns of the parties hereto.
- E. This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all Landowners who are parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their respective hands and seals as of the day and year first written above.

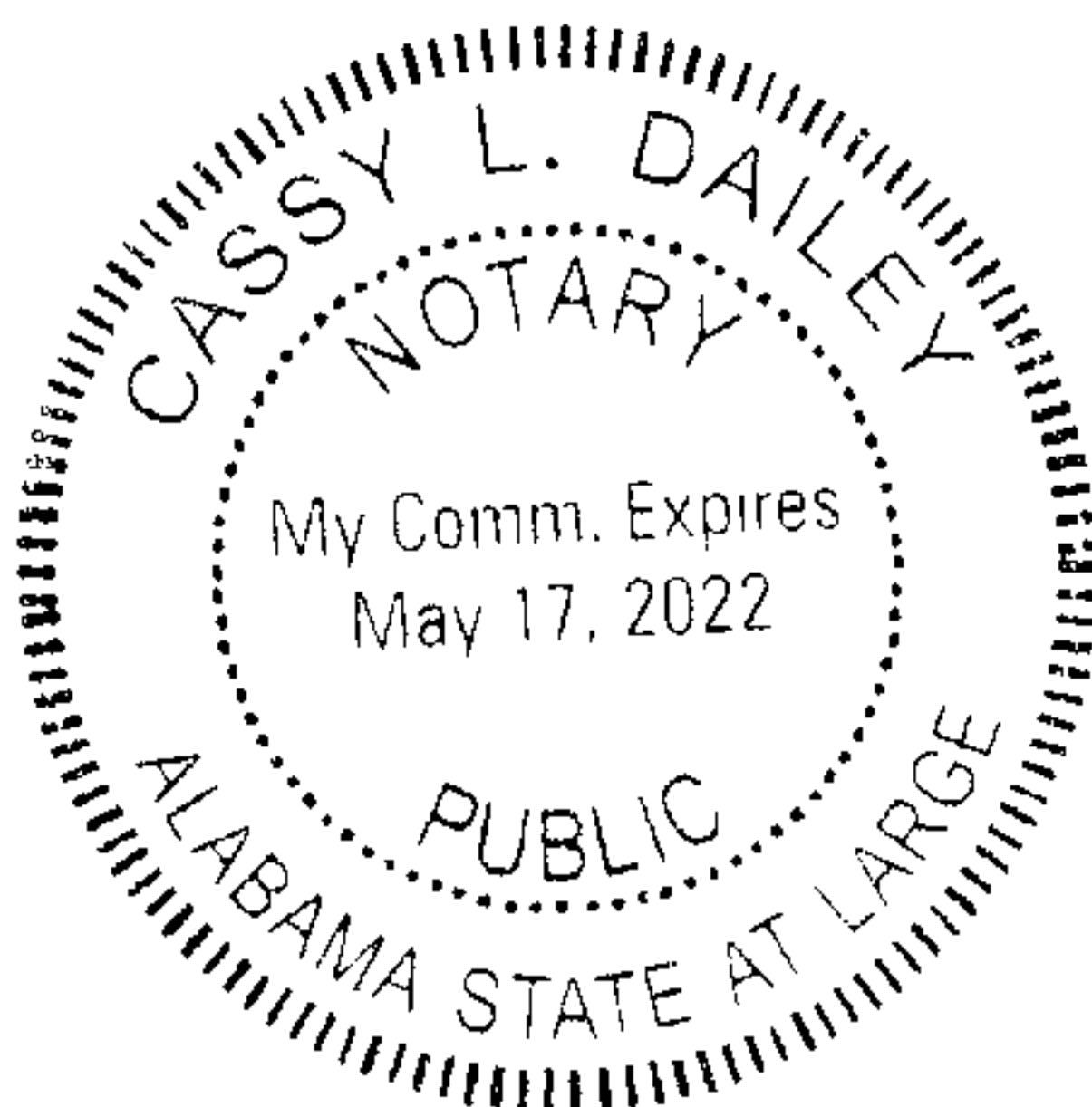

TREVOR DEAN GREENE

STATE OF ALABAMA)
COUNTY OF Shelby)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **TREVOR DEAN GREENE** whose name is signed to the foregoing Reciprocal Easement 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 on the day the same bears date.

Given under my hand and official seal this 15th day of MAY, 2019.



Notary Public

My commission expires: 5/17/22

Randy McKenzie
RANDY MCKENZIE

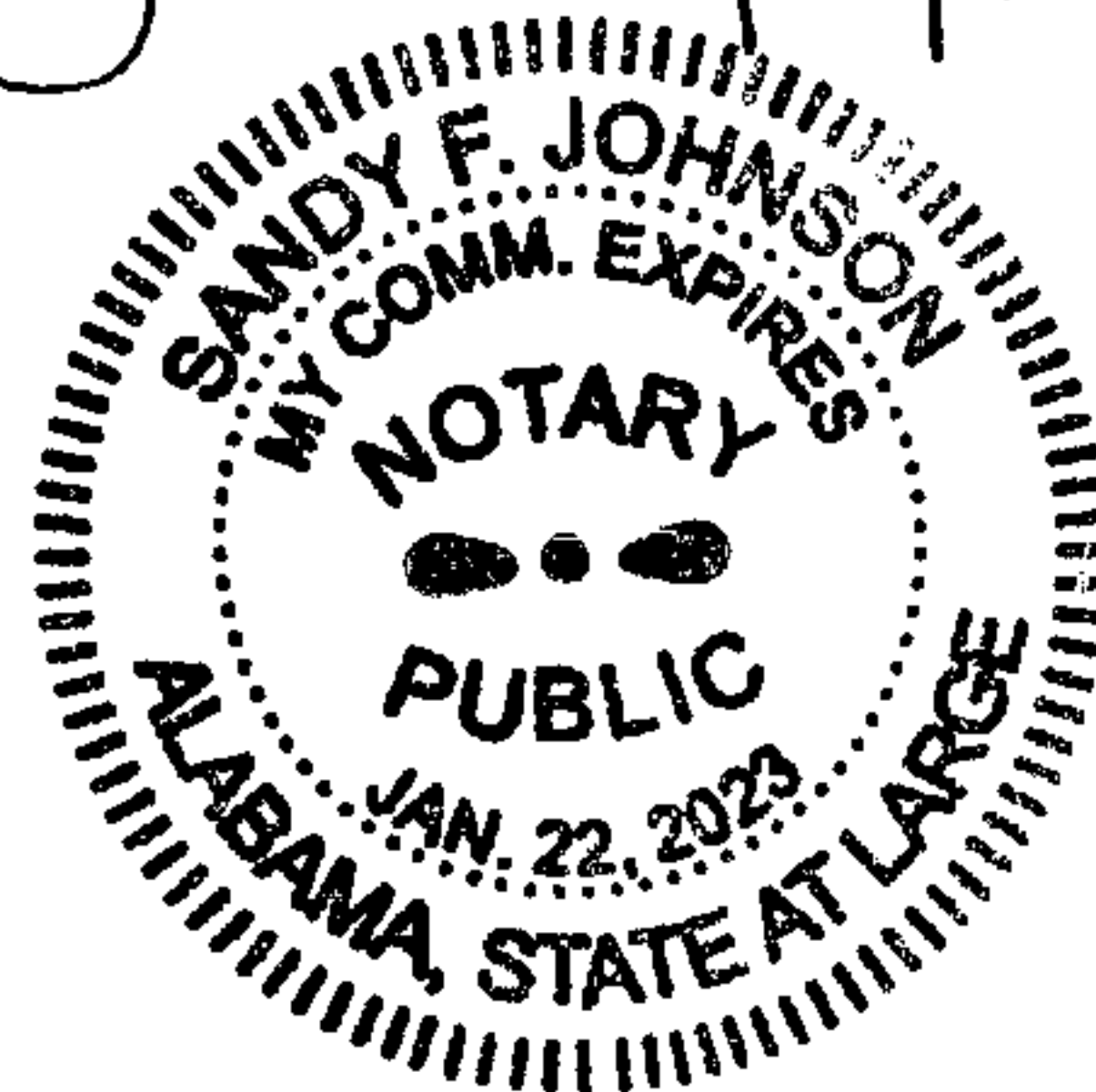
STATE OF ALABAMA)
COUNTY OF Shelby)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **RANDY MCKENZIE** whose name is signed to the foregoing Reciprocal Easement 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 on the day the same bears date.

Given under my hand and official seal this 15th day of May, 2019.

Sandy F. Johnson
Notary Public
My commission expires: 1/22/2023



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/30/2019 09:37:05 AM
\$24.50 CHARITY
20190530000185550

Allen S. Bayl