


This instrument was prepared by:
Justin Smitherman, Esq.
173 Tucker RD STE 201
Helena, AL 35080

STATE OF ALABAMA
SHELBY COUNTY

}


20200123000030540 1/3 \$32.00
Shelby Cnty Judge of Probate, AL
01/23/2020 12:56:43 PM FILED/CERT

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of ONE (\$1.00) DOLLAR, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, **Lyynda S. Blackwell**, a single woman, **Albert L. Weber** and **Marilyn H. Weber**, husband and wife, and **Martin Malizio** and **Margery Kay Malizio**, husband and wife, (hereinafter referred to as GRANTOR whether one or more), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, **Martin Malizio** and **Margery Kay Malizio**, husband and wife (hereinafter referred to as GRANTEE whether one or more), a perpetual, non-exclusive right of way and easement ("Easement") in, under, upon, about, over and through the following described Real Estate, lying and being in the County of Shelby, State of Alabama, to-wit:

REFERENCE IS HEREBY MADE TO THE LEGAL DESCRIPTION
CONTAINED WITHIN EXHIBIT "A", ATTACHED HERETO AND
INCORPORATED HERewith, AS THOUGH FULLY SET OUT HEREIN.

Subject to existing easements, current taxes, restrictions and covenants, set-back lines and rights of way, if any, of record.

The Easement granted hereby shall be for ingress and egress, driveway installation and any other use related thereto, upon, under, and over the Property described above to provide ingress and egress to the property owned by GRANTEE. This Easement benefits GRANTEE'S property further described in EXHIBIT "B" attached hereto and incorporated herewith and shall run with the land. This Easement burdens GRANTOR'S property and shall run with the land. This Easement shall be amended only by a written and recorded instrument signed by the parties or the then current owner(s) of the Property and the Easement. This Easement shall be binding upon and inure to the benefit of the parties successors and assigns, heirs, beneficiaries and personal representatives.

TO HAVE AND TO HOLD, the said Easement and right of way unto the said GRANTEE, and GRANTEE'S heirs and assigns, forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S heirs and assigns, that GRANTOR is lawfully seized in fee simple of the said Real Estate; that GRANTOR shall not interfere with GRANTEE'S construction and maintenance of waterlines and/or utilities within the Easement; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

THIS DEED WAS PREPARED FROM DATA FURNISHED BY THE GRANTOR. NO TITLE EXAMINATION WAS REQUESTED OR UNDERTAKEN, THE PREPARER OF THIS INSTRUMENT HAS NOT REVIEWED THE STATUS OF TITLE ON THIS PROPERTY, HAS NOT BEEN EMPLOYED TO DO SO, AND ACTS ONLY AS THE DRAFTER OF THIS INSTRUMENT.

If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement, including any and all attachments, constitutes the entire Agreement between the GRANTOR and GRANTEE concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the GRANTOR and GRANTEE or any official or representative of either of them.

Martin Malizio is one and the same person as Martin G. Malizio and Margery Kay Malizio is one and the same person as Margery K. Malizio.

IN WITNESS WHEREOF, said GRANTORS and GRANTEES have hereunto set their hands and seals this, the 13 day of Jan., 2019. 2020 M6M MKM

Martin Malizio
Martin Malizio

Margery Kay Malizio
Margery Kay Malizio

STATE OF ALABAMA
Tuscaloosa COUNTY

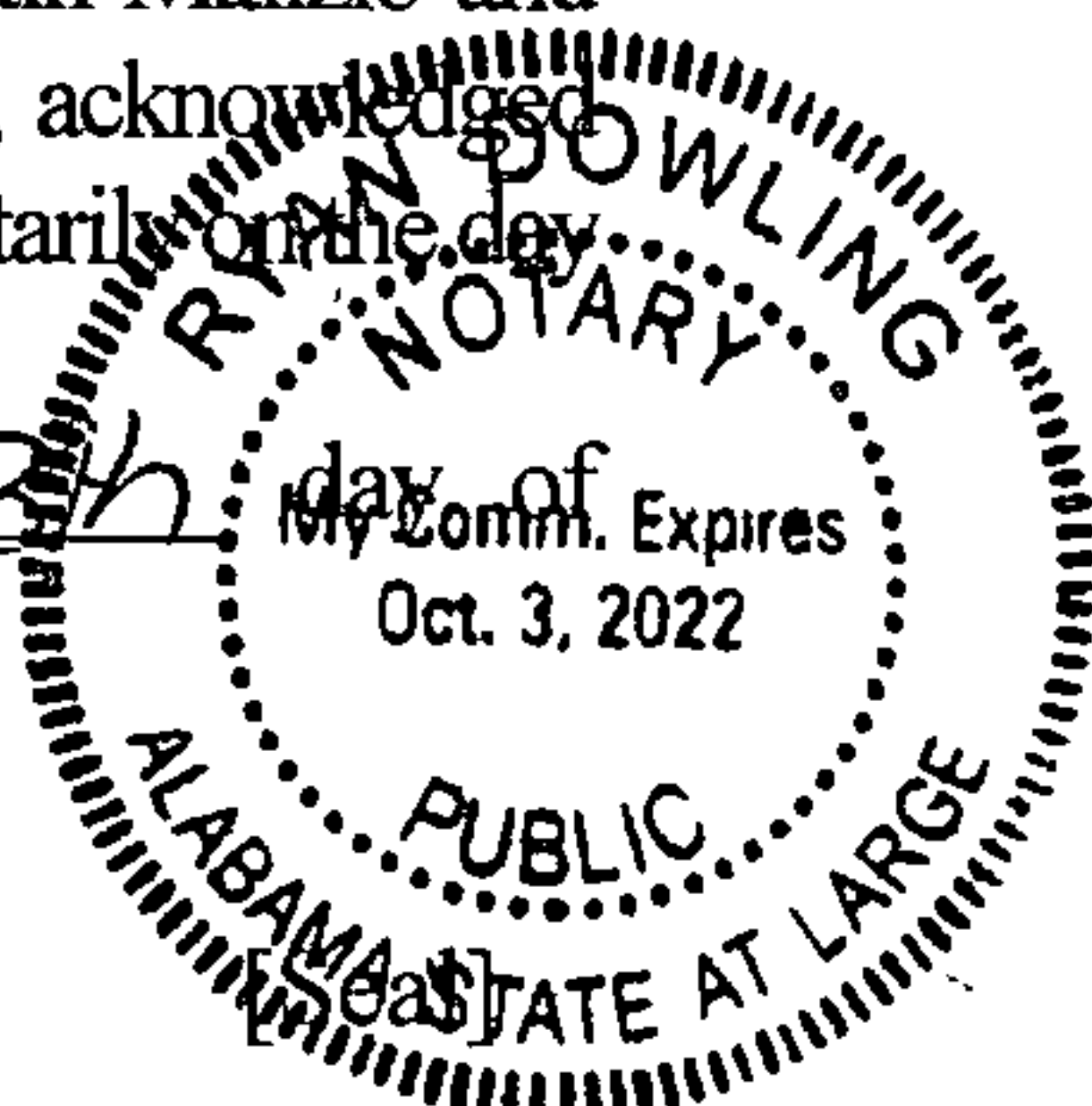
SS:

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Martin Malizio and Margery Kay Malizio whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, they signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 13th day of January, 2019. 2020

Ryan Dowling
Notary Public

My Commission Expires: Oct 03, 2022



IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals this, the 15th day of January, 2019. 2020

Albert L. Weber
Albert L. Weber

Marilyn H. Weber
Marilyn H. Weber

STATE OF ALABAMA
Jefferson COUNTY

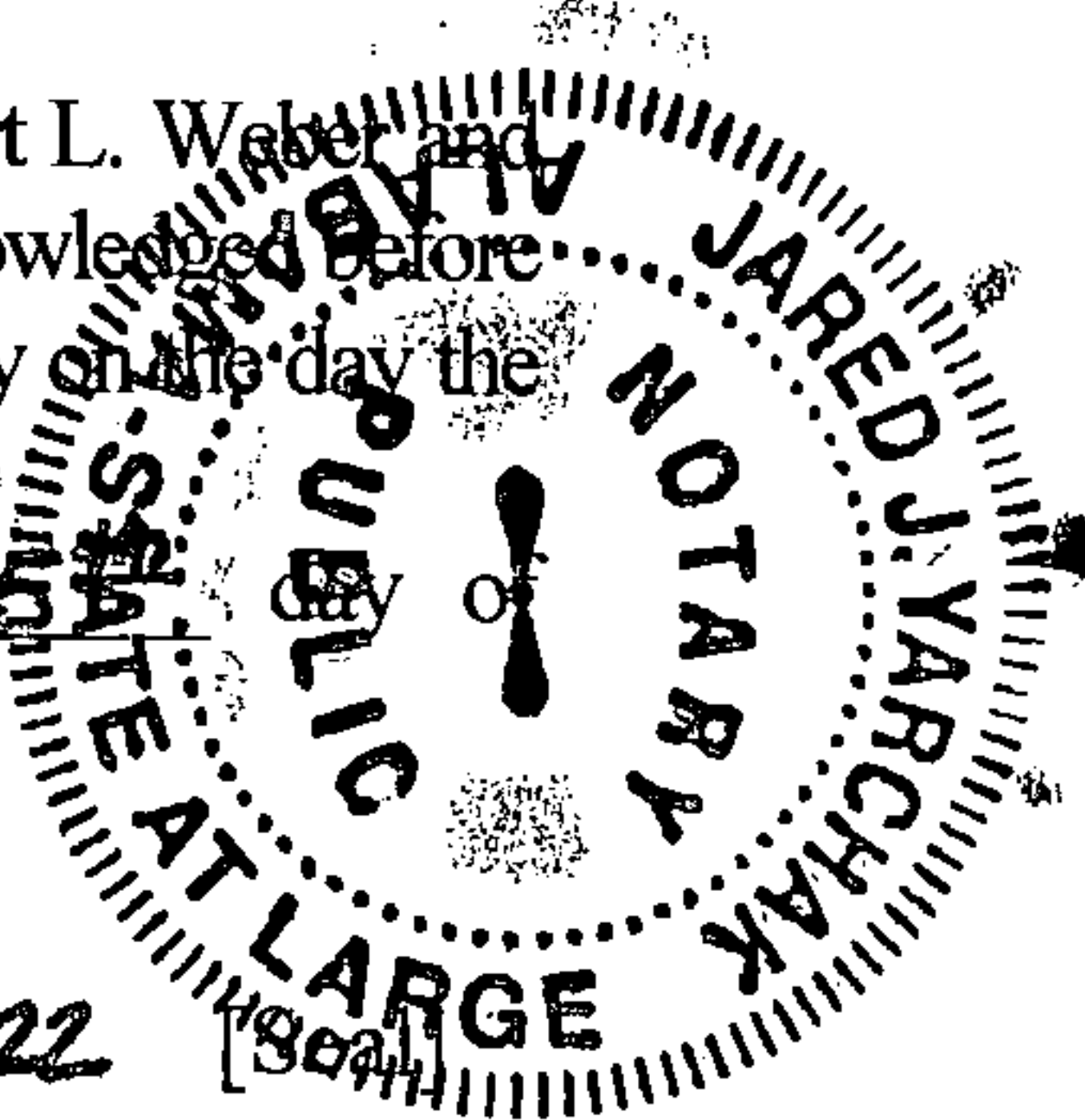
SS:

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Albert L. Weber and Marilyn H. Weber whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, they signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the January day of January, 2019.

Jared J. Yarchak
Notary Public

My Commission Expires: December 03, 2022



IN WITNESS WHEREOF, said GRANTOR has hereunto set her hand and seal this, the _____ day of Jan 13, 2019. eb

Lynda S. Blackwell
Lynda S. Blackwell

STATE OF ALABAMA
Tuscaloosa COUNTY

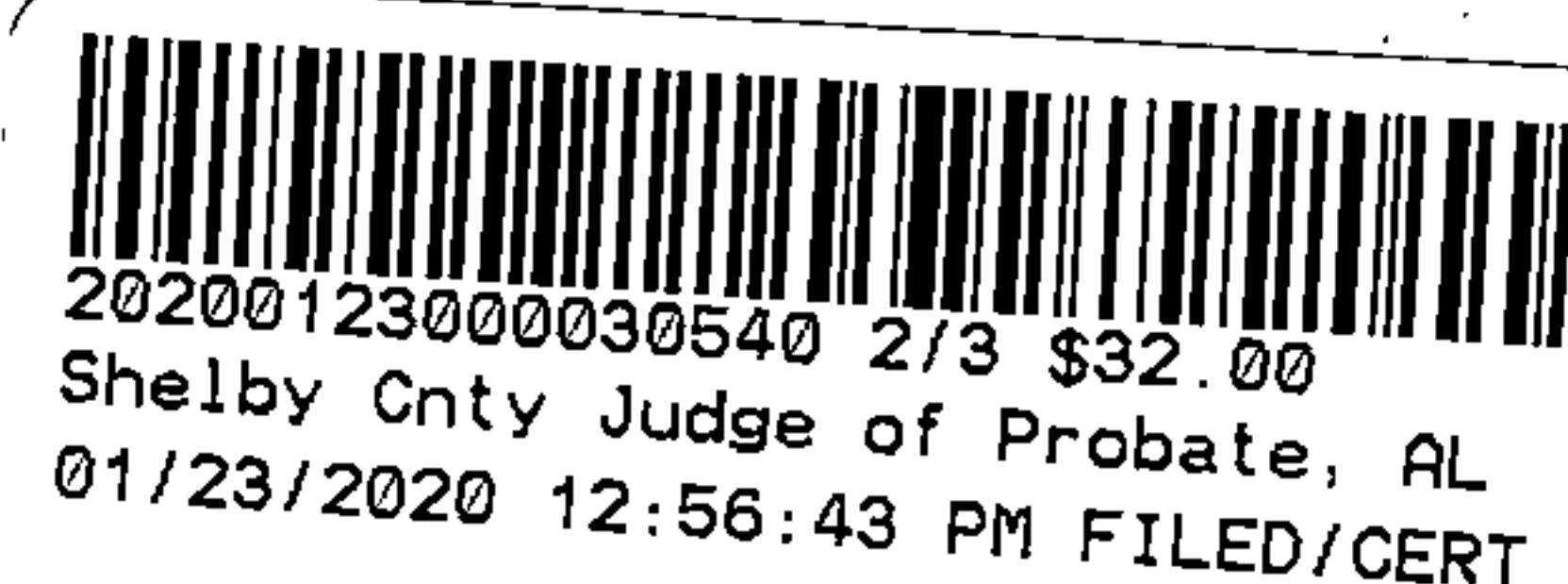
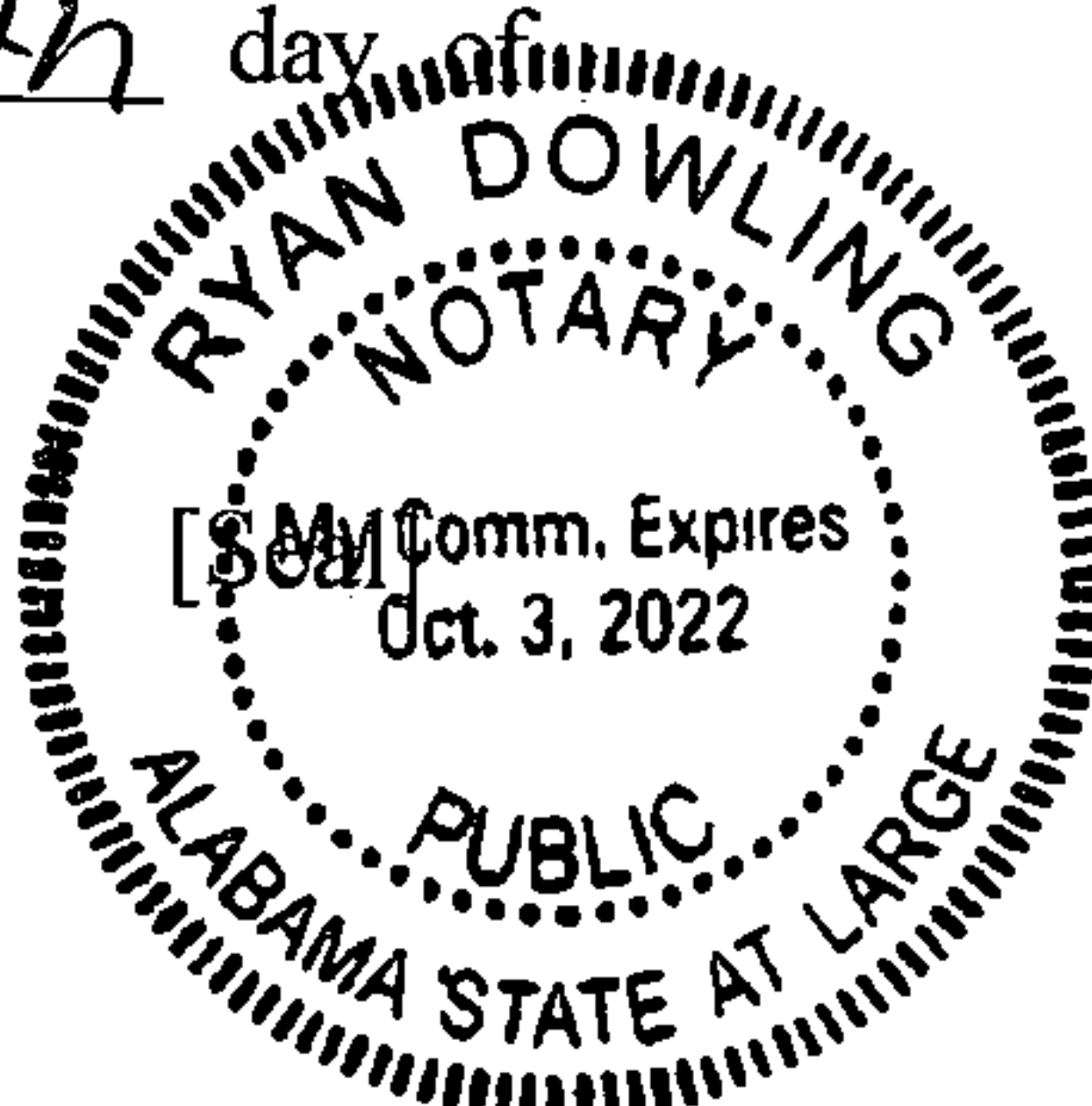
SS:

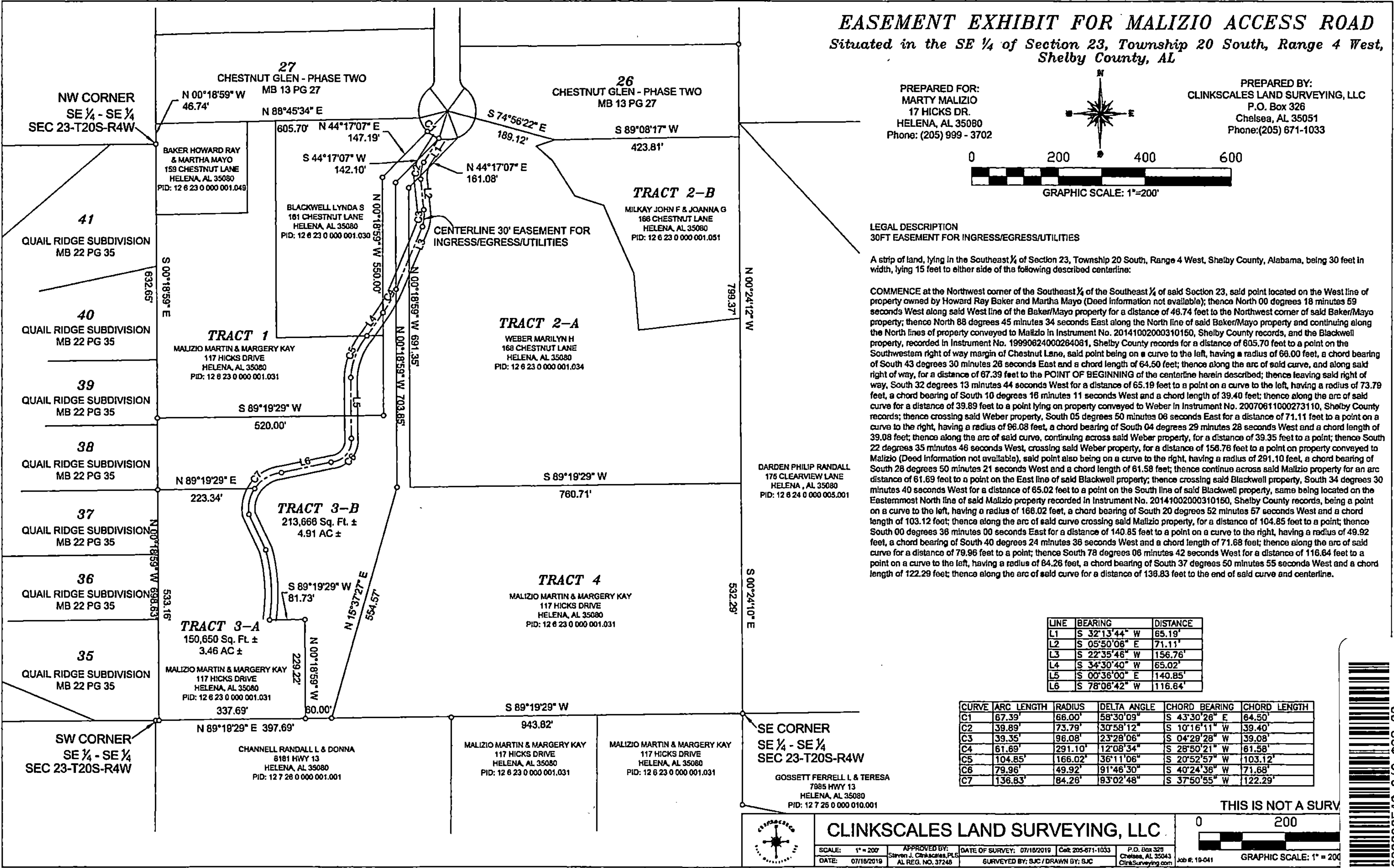
I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Lynda S. Blackwell whose name is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, she signed her name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 13th day of January, 2019.

Ryan Dowling
Notary Public

My Commission Expires: Oct 03 2022





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