

STATE OF ALABAMA)
COUNTY OF SHELBY)


20210419000192980 1/9 \$47.00
Shelby Cnty Judge of Probate, AL
04/19/2021 10:15:49 AM FILED/CERT

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made this 13th day of April, 2021, by and among **Kenneth Mark Coggin, Jr.** and wife, **Casie G. Coggin** ("Grantor") and **Jason Bryant**, and wife, **Lauren Bryant** ("Grantee").

RECITALS

A. Grantor is the owner of the following described property located in Shelby County, Alabama:

Lot 15, according to the Survey of Heatherwood, 4th Sector, 2nd Addition, as recorded in Map Book 12, Pages 79, 80 and 81, in the Probate office of Shelby County, Alabama ("Grantor's Property").

B. Grantee is the owner of the following described property located in Shelby County, Alabama:

Lot 14, according to the Survey of Heatherwood, 4th Sector, 2nd Addition, as recorded in Map Book 12, Pages 79, 80 and 81, in the Probate office of Shelby County, Alabama ("Grantee's Property").

C. As shown on that certain Survey prepared by Steven H. Gilbert, Reg. Land Surveyor #17507, attached hereto as Exhibit A and incorporated herein by reference (the "Proposed Re-Survey"), there exists an encroachment onto the Grantor's Property from the Grantee's Property, consisting of a concrete driveway and associated landscaping (the "Encroachment"). The Encroachment is depicted on the Proposed Re-Survey as a concrete driveway and burdens the Grantor's Property.

D. Grantee has requested, and Grantor has agreed to grant to Grantee, pursuant to the terms and conditions hereof, a perpetual, exclusive easement over a portion of the Grantor's Property, more particularly described as the "Concrete Driveway" area on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area").

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true

and correct and the same are hereby adopted as part of this Agreement.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys unto Grantee, their heirs, successors, assigns, invitees, guests, representatives, tenants and agents, a perpetual and exclusive easement, for ingress and egress, license, and privilege, over, through and upon the Easement Area solely for the use, enjoyment and maintenance of the above concrete driveway and associated landscaping currently located within the Easement Area.

3. Indemnification. Grantor will have no liability whatsoever to Grantee for loss of personal property, death or personal injury incurred by Grantee, their heirs, successors, assigns, invitees, guests, representatives, tenants and agents, over, through and upon the Easement Area, and Grantee shall indemnify and agrees to defend and hold harmless Grantor for, from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, litigation expenses and court costs) arising, directly or indirectly, out of Grantee's, or any of their heirs, successors, assigns, invitees, guests, representatives, tenants and agents, use of the Easement Area.

4. Maintenance. Grantee agrees to perform all maintenance and repairs required to maintain and preserve the above concrete driveway located and associated landscaping within Easement Area in a good, clean, neat and safe condition. Grantee shall use and cause their heirs, successors, assigns, invitees, guests, representatives, tenants and agents, to use the Easement Area in a manner that complies with all applicable laws.

5. Termination. The license and easement granted herein along with all rights, title, privileges, licenses, easements and authority hereby granted to Grantee shall continue and be in full force until such time as the above Concrete driveway ceases to remain located within the Easement Area, at which time this Agreement and all such rights, title, privileges, licenses, easements and authority hereby granted shall automatically terminate and be of no further force and effect without the need for any agreement to be put of record.

6. No Rights in Public; Restrictions. Nothing contained herein shall be construed as granting the general public any right to use the Easement Area. Except as may be required pursuant to Section 4 of this Agreement, Grantee shall not have the right to enlarge, pave or otherwise alter or improve the Easement Area without the prior written consent of Grantor, which consent may be withheld in their sole and absolute discretion.

7. Miscellaneous.

(a) Recording Fees. Grantor shall pay all filing and recording costs, if any, in connection with the recording of this Agreement.

(b) Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.



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(c) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

(d) Severability. In the event that any condition, provision, term or covenant contained herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenants, provisions, terms or conditions contained herein. If such condition, provision, term or covenant shall be deemed invalid due to its scope or breadth, such condition, provision, term or covenant shall be deemed valid to the extent of the scope or breadth permitted by law.

(e) Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(f) Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

(g) Binding Effect; Covenants Run With the Land. The rights, covenants, obligations and benefits established pursuant to this Agreement shall run with the land, and the parties further covenant and agree that the servitudes, easements, licenses, rights, privileges, agreements, covenants and restrictions and all other terms, conditions and provisions hereof shall be binding upon their respective heirs, administrators, successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in and to the Grantor's Property, the Easement Area or the Grantee's Property.

(h) Attorney's Fees. In the event of litigation arising out of the interpretation or enforcement of this Agreement, the prevailing party shall be entitled, in addition to the relief granted, to recover a reasonable attorney's fee from the non-prevailing party, together with all court costs and out-of-pocket expenses. Attorney's fees shall include those incurred at trial or in appellate proceedings, as the case may be.

(i) Waiver; Express Permission. Grantee hereby waives and makes no claim of ownership in and to the Grantor's Property or any portion thereof, resulting from the Encroachment. By execution of this Agreement, Grantee expressly acknowledges that the use of the Easement Area, as contemplated under this Agreement, is with the full and express permission of Grantor.

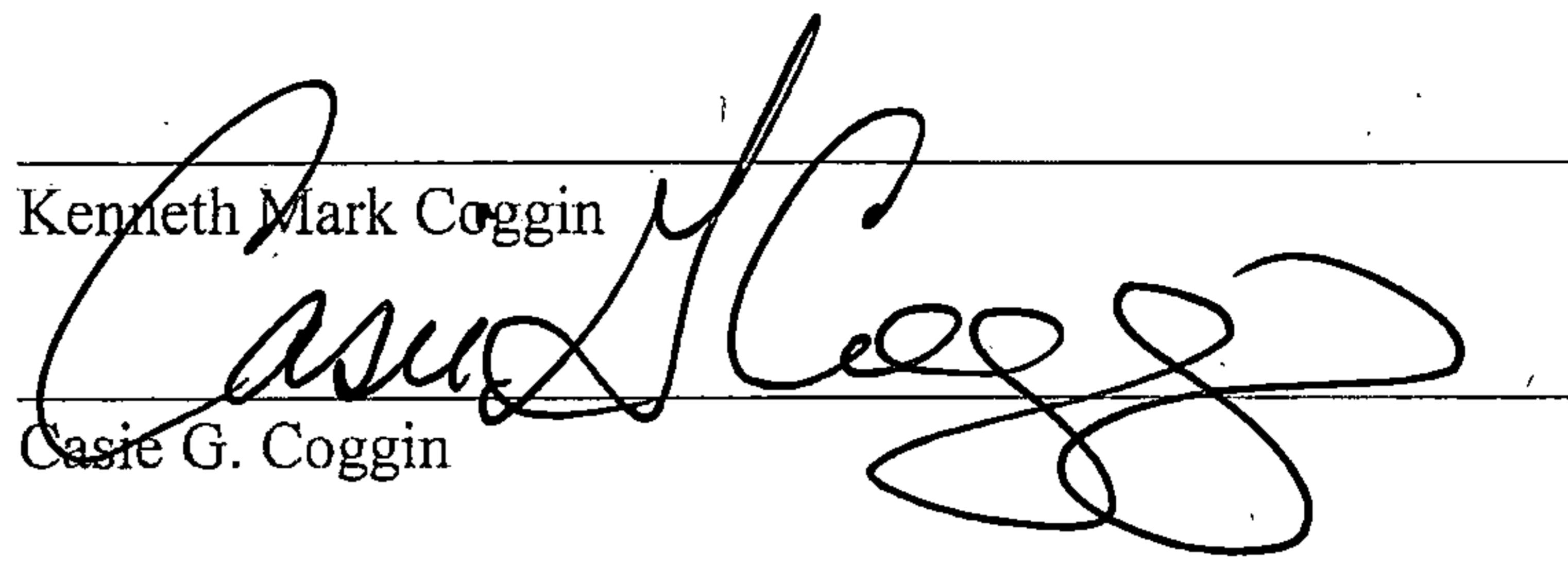


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

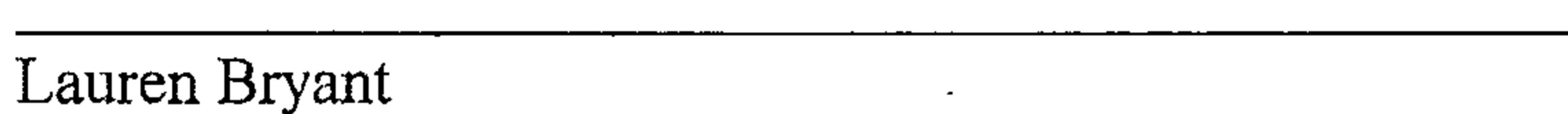
Grantor:

Kenneth Mark Coggin


Cassie G. Coggin

GRANTEE:


Jason Bryant


Lauren Bryant

[ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE]

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

STATE OF ALABAMA)
:)
MONTGOMERY COUNTY)

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I, the undersigned, a notary public in and for said county in said state, hereby certify that Casie G. Coggin 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

13th day of April, 2021.

Kellie Jean Dudley
Notary Public, Alabama State at Large
My Commission Expires
September 23, 2024

Notary Public

[NOTARIAL SEAL]

My commission expires:

9-23-24



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Grantor:

Kenneth Mark Coggins

Casie G. Coggins

GRANTEE:

Jason Bryant

Lauren Bryant

[ACKNOWLEDGMENTS BEGIN ON THE FOLLOWING PAGE]

This instrument prepared by:

Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223

STATE OF ALABAMA

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COUNTY OF SHELBY



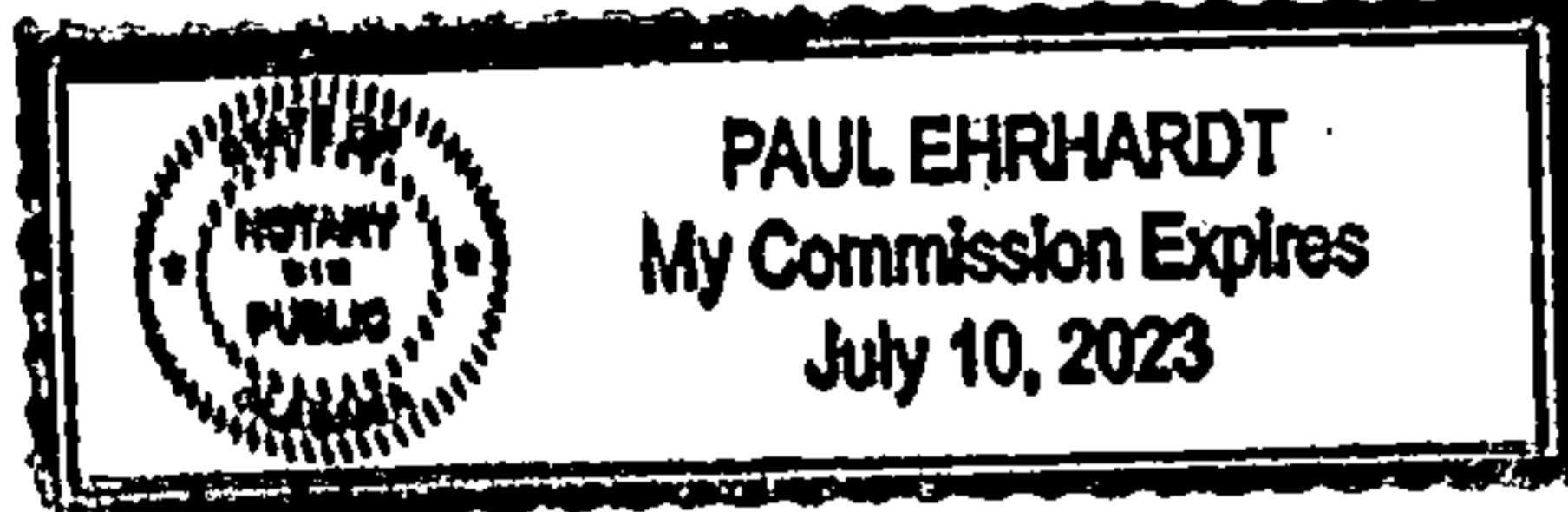
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Kenneth Coggin, Jr. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of April, 2021.

Notary Public

[NOTARIAL SEAL]



STATE OF ALABAMA

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COUNTY OF SHELBY

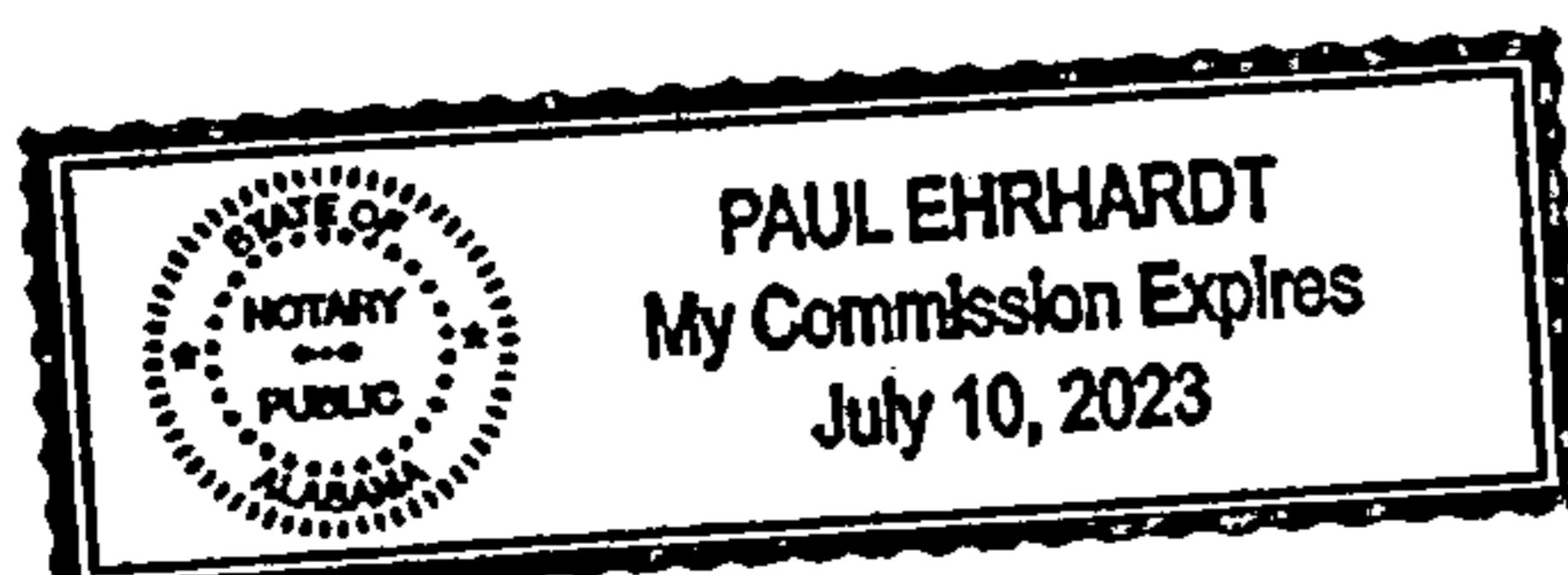
I, the undersigned, a notary public in and for said county in said state, hereby certify that Jason Bryant and wife, Lauren Bryant, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of April, 2021.

Notary Public

[NOTARIAL SEAL]

My commission expires: 7/10/23



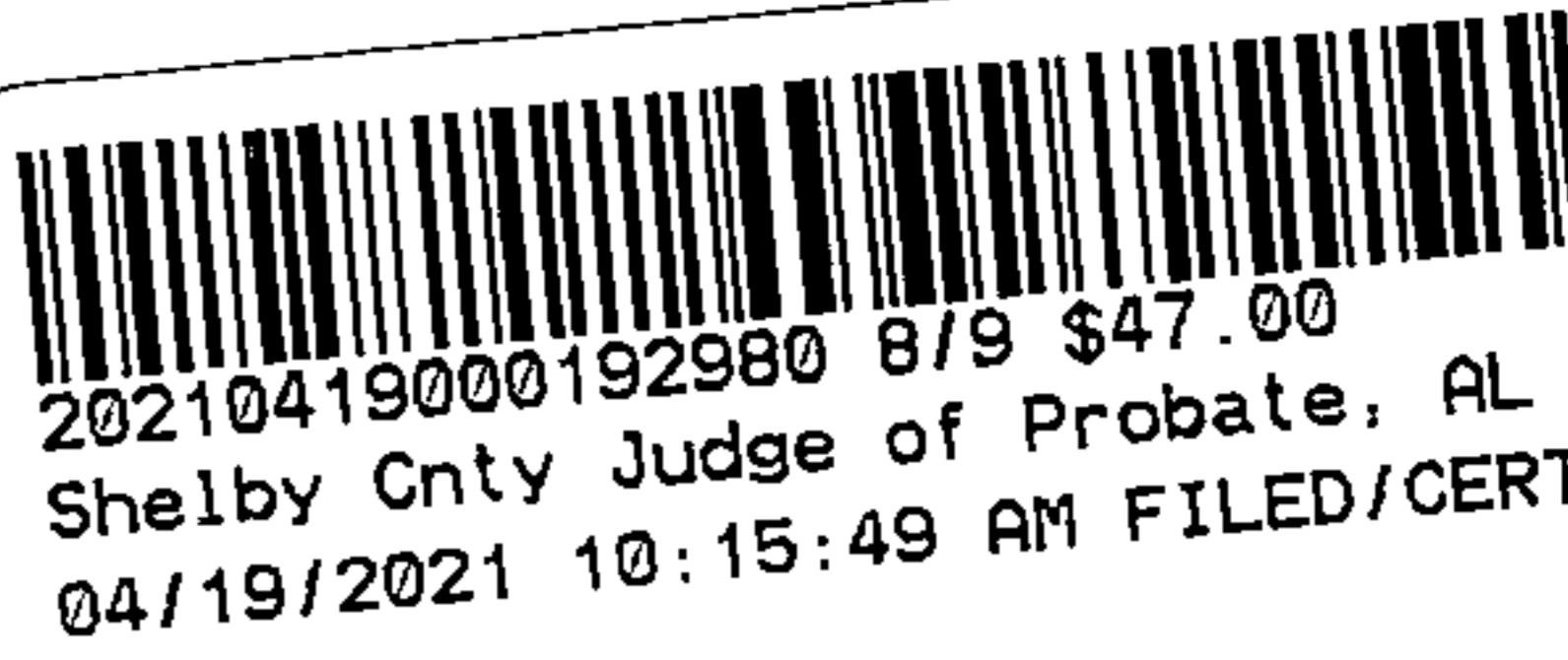


EXHIBIT A

[Proposed Re-Survey see attached]

Easement Area

BEGIN at the SW corner of Lot 15, Heatherwood 4th Sector 2nd Addition as recorded in Map Book 12, Page 79 in the Probate Office of Shelby County, Alabama being the POINT OF BEGINNING; thence go North along the west line of Lot 15 for 76.72'; thence right 24°31'49" and continue northeasterly along said line 87.81' to the NE corner of Lot 15; thence right 164°57'50" and go southerly 92.07'; thence right 18°39'49" and go southwesterly 73.30' to the POINT OF BEGINNING; said described tract containing 300 square feet, more or less.

