

This instrument prepared by:

M. Beth O'Neill  
MAYNARD, COOPER & GALE, P.C.  
1901 Sixth Avenue North, Suite 1700  
Birmingham, AL 35203  
205.254.1000

STATE OF ALABAMA     )

COUNTY OF SHELBY     )

**EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is made and entered into effective as of the \_\_\_\_ day of February, 2022 (the "Effective Date"), by and between **MICHAEL R. WOODRUFF** and **TERESA B. WOODRUFF**, individual residents of the State of Alabama (collectively, the "Grantor"), and **CHARLEEN MILLER SIKES**, an individual resident of the State of Alabama (the "Grantee") (the Grantor and the Grantee and their respective heirs, successors and assigns are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as "Parties").

**RECITALS**

A. The Grantors are the owners of certain real property located in Shelby County, Alabama which is described as follows (the "Grantor Tract"):

LOT NO. 7 IN SHELBY SHORES, 1970 ADDITION, ACCORDING TO MAP OF SAID SHELBY SHORES, 1970 ADDITION, RECORDED IN THE PROBATE OFFICE OF SHEBLY COUNTY, ALABAMA IN MAP BOOK 5, PAGE 68.

B. The Grantee is the owner of certain real property located in Shelby County, Alabama which is adjacent to the Grantor Tract and which is described as follows (the "Benefitted Tract"):

LOT NO. 6 IN SHELBY SHORES, 1970 ADDITION, ACCORDING TO MAP OF SAID SHELBY SHORES, 1970 ADDITION, RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN MAP BOOK 5, PAGE 68.

C. The Grantee desires to obtain from the Grantors, and the Grantors desire to convey to the Grantee, a perpetual, non-exclusive, right-of-way and easement over and across the driveway located on and traversing a portion of the Grantor Tract (the "Driveway"), which Driveway currently is located in the area depicted and more particularly described on **Exhibit A** attached hereto (the "Easement Area"), to provide access, ingress and egress across the Easement Area for the purposes expressly set forth herein to the Benefitted Tract

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into and made an integral part of this Agreement, the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby grant, bargain, sell and convey to the Grantee, upon the conditions and subject to the limitations hereinafter set forth, a perpetual and nonexclusive easement for pedestrian and vehicular access, ingress and egress in, on, over and through the Easement Area and Driveway to provide access from Shelby County Highway 42, a public road, to the Benefitted Tract (the "Easement"). The Benefitted Tract is developed or will be developed as a single family residence, and use of the Easement will be strictly limited to use in connection with a single family residence. The Grantee will have no right to grant further easements or rights across the Easement Area or Driveway to any third parties and shall not use the Easement Area or Driveway to provide access to Lay Lake, other than such access as is appurtenant to use of the Benefitted Tract as a single family residence.

**TO HAVE AND TO HOLD**, said Easement unto the Grantee and her heirs, successors and assigns, as an appurtenance to and for the benefit of the Benefitted Tracts.

**THE GRANTORS RESERVE** to themselves, and their heirs, successors and assigns, all rights in and to the Easement Area and Driveway not conveyed hereby, including, without limitation, the right to use the surface of, and the subsurface under, and the airspace over, the Easement Area for any purpose that does not unreasonably interfere with the rights granted herein, and the right to grant compatible easements over the Easement Area and Driveway to third parties. The Grantors further reserve the right, at the Grantors' sole cost and expense, upon reasonable notice to the Grantee, to modify, move or relocate the Easement Area and Driveway provided the Grantee is not denied reasonable access to the Benefitted Tract and such relocation provides the Grantee with reasonable access to the Benefitted Tracts for the purposes set forth herein.

1. **Covenants and Agreements.**

1.1. **No Waste or Unreasonable Interference.** The Grantee shall, and shall cause her guests, invitees and agents ("Permittees"), to exercise any rights granted under this Agreement in a manner that does not result in waste, damage, destruction or impairment of the Easement Area and Driveway and that does not unreasonably interfere with the Grantors' use of the Easement Area and Driveway. The Grantee shall be responsible for the acts or omissions of its Permittees to the same extent as if such acts or omissions were those of the Grantee.

1.2 **Gates and Fences.** The Grantee shall not have the right to construct or place gates, fences or other barriers across or around the Easement Area or Driveway without first obtaining the written consent of the Grantor. The Grantor shall have the right to construct or place gates, fences or other barriers across the Easement Area or Roadways with written notice to the Grantee. If a gate is located within the Easement Area, each Party shall have the right to place a lock on such gate; provided that such Party provides the other Party with a key or combination to such lock.

1.3 Maintenance. The Parties shall equally share the cost to maintain, repair, and replace the Driveway located within the Easement Area in good condition and repair at all times. Without first obtaining the Grantors' written consent, the Grantee shall not perform any work on the Driveway or Easement Area. The Grantors shall provide the Grantee with advance notice of any scheduled maintenance, repairs or replacement of the Driveway, and the Parties will cooperate in good faith to schedule such work shall during times that are mutually acceptable to the Parties while taking into account weather and other factors that will impact such work; provided, however, if the Parties cannot mutually agree, the Grantor shall have the right to determine when such work will be performed. In connection with such work, the Easement Area or Driveway may be temporarily closed or blocked.

1.4 Damage by the Grantee. Notwithstanding anything to the contrary contained herein, all damage caused by the Grantee (or its Permittees) to the Easement Area or the Driveway shall be repaired by the Grantee at the Grantee's sole cost and expense. Should the Grantee fail to repair the Easement Area or Driveway as required herein, in addition to any other remedies available to the Grantor at law or in equity, the Grantor shall have the right to make any such repairs to the Easement Area or Driveway and the Grantee will reimburse the Grantor for such costs on demand.

1.5 Not a Public Dedication. Nothing herein contained (including, without limitation, the attachment of exhibits hereto) shall be deemed to be a gift or dedication of any portion of the Grantor Tract, including without limitation the Easement Area or Driveway, to the general public or for any public use or purpose whatsoever, and the Easement granted herein is a private easement in favor of the Grantee as the owner of the Benefitted Tract. Except as herein specifically provided, no rights, privileges or immunities of the Grantors or any other owners of any portion of the Grantor Tract shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

1.6 Indemnification. The Grantee shall indemnify, defend and hold the Grantors harmless from and defend the Grantors and their heirs, successors and assigns, from and against any and all losses, costs, damages, expenses, claims, demands or liabilities, including, without limitation, reasonable attorneys' fees and expenses, of any kind arising from or out of, directly or indirectly, the Grantee's or her Permittees' use of the Easement Area or Driveway or any breach, violation or non-performance of any term, condition, covenant or other obligation of the Grantee or her Permittees under this Agreement, except to the extent that such losses, costs, damages, expenses, demands or liabilities result from the sole negligence of the Grantors or their heirs, successors or assigns.

1.7 Assumption of Risk. The Grantee assumes all risks of personal injury and property damage to herself and to her heirs, successors, assigns and Permittees in connection with the Grantee's or her Permittees' activities on the Easement Area and Driveway. The Grantee acknowledges and understands that the Grantors have made no representations or warranties as to (i) the present or future condition of Grantor Tract, the Easement Area or the Driveway, (ii) the character of the traffic on or use of the Grantor Tract, the Easement Area or the Driveway by the Grantors or theirs invitees, or (iii) any other factor affecting the Grantee's risk of use of the Easement Area and Driveway. Nothing contained in this Agreement shall be

construed as a warranty or representation that the Easement Area or Driveway is in good condition or is fit or suitable for any use or purpose.

1.8 Recordation. The Grantee, at her sole cost and expense, shall record a copy of this Agreement in the land records in the Office of the Judge of Probate of Shelby County, Alabama. The Grantee shall provide to the Grantors a copy of the recorded Agreement.

1.9 Termination. This Agreement may be terminated only by the written agreement of the Grantors and the Grantee, which termination agreement shall be recorded in the land records in the Office of the Judge of Probate of Shelby County, Alabama.

2. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions, benefits and obligations contained in this Agreement shall run with title to each of the Grantor Tract and the Benefitted Tract, and be binding upon, and inure to the benefit of, the Grantors, the Grantee, and to the Grantors' and the Grantee's respective heirs, successors and assigns as owners of any right, title or interest in or to the Grantor Tract or the Benefitted Tract, as applicable, or any portion thereof, whether by operation of law or in any manner whatsoever, unless and until modified as herein provided.

3. Miscellaneous.

3.1 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose of this Agreement.

3.2 Exhibits. The exhibits to which reference is made herein are deemed incorporated into this Agreement in their entirety.

3.3 Entire Agreement. Except as hereinafter provided, this Agreement and the Exhibits hereto contain all of the representations and the entire agreement between the Parties to this Agreement with respect to the granting of the Easement and other rights contained herein. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits hereto.

3.4 Governing Law. This Agreement and all rights and obligations created hereby shall be governed by the laws of the State of Alabama, without regard to the principles of conflicts of laws thereof.

3.5 No Waiver. The failure of any Party to insist, in any one or more instances, upon a strict performance of any of the terms of this Agreement, shall not be construed as a waiver, or a relinquishment for the future, of such provision, but the same shall continue and remain in full force and effect.

3.6 Survival. Termination of this Agreement shall not release any Party from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination.

3.7 Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantors and the Grantee have executed this Agreement on the dates set forth below, but effective as of the Effective Date.

**GRANTORS:**

Michael R. Woodruff  
Name: MICHAEL R. WOODRUFF

Teresa B. Woodruff  
Name: TERESA B. WOODRUFF

STATE OF ALABAMA)

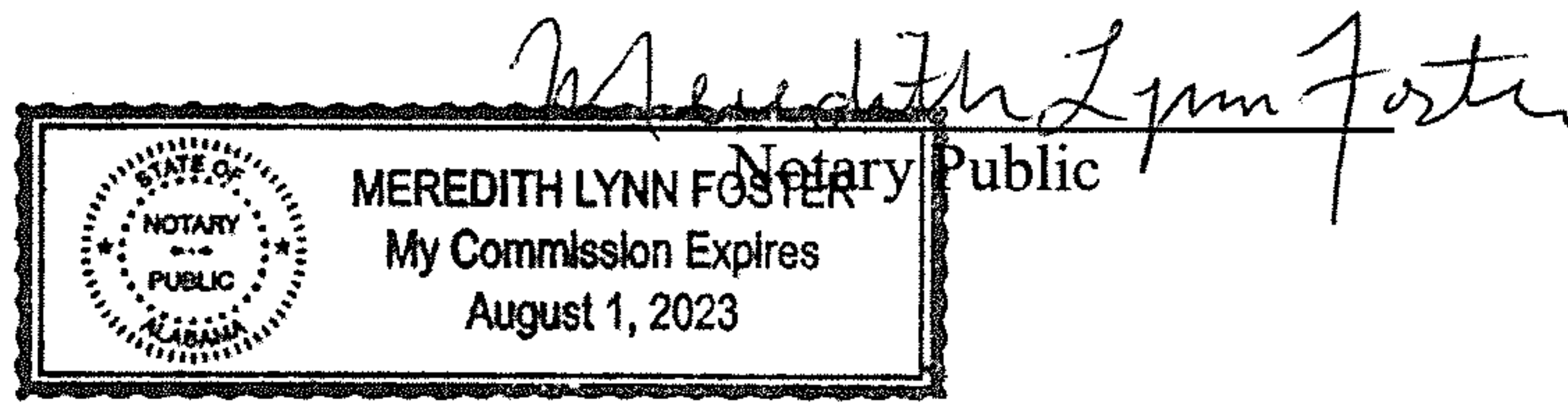
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Michael R. Woodruff and Teresa B. Woodruff, 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 9<sup>th</sup> day of February, 2022.

AFFIX SEAL

My commission expires:



**GRANTEE:**

*Charleen Miller Sikes*

Name: **CHARLEEN MILLER SIKES**

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Charleen Miller Sikes, 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 10 day of February, 2022.

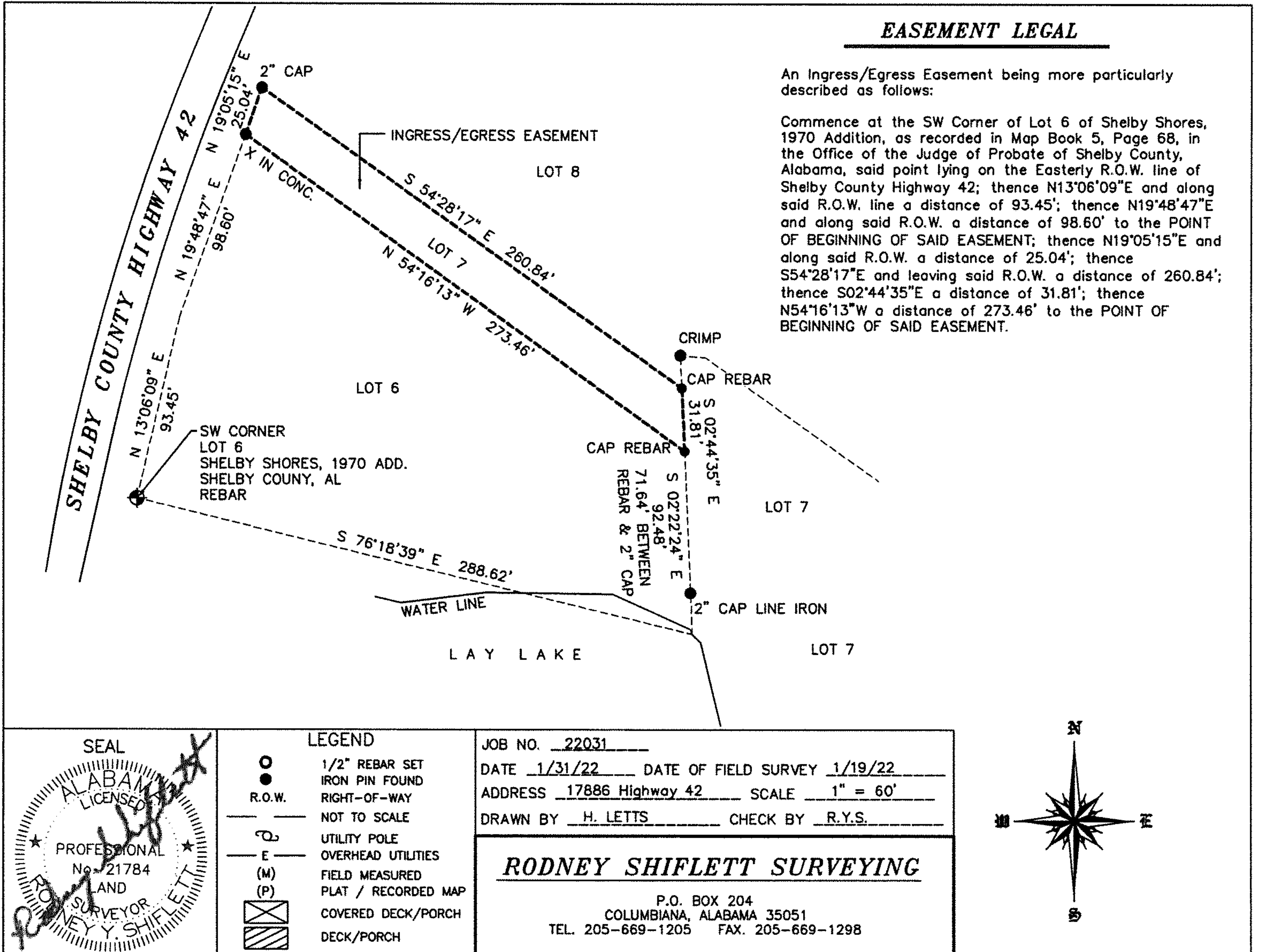
*William Patrick Cockrell*  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

WILLIAM PATRICK COCKRELL  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
COMM. EXP. 01/07/25

**EXHIBIT A - EASEMENT AREA**



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/14/2022 02:08:06 PM  
 \$44.00 JOANN  
 20220214000064210

*Allen S. Bayl*