

EASEMENT AGREEMENT

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This Easement Agreement is entered into on this the 20th day of December, 2022, by and between **Lee Y. Taylor and Debra B. Taylor, husband and wife**, the Grantors (hereinafter referred to as “Taylors”, and **Scott Richard Crews and Lyndsay Franklin Crews**, the Grantees (hereinafter referred to as “Crews”).

WHEREAS the Crews own that certain property described as follows (the “Crews Property”): Lot 11 of Brookhaven – Sector 1, as recorded in Map Book 10, Page 24, in the Office of the Judge of Probate of Shelby County, Alabama, and as further depicted on the survey of the property performed by Reynolds Surveying Co., Inc., dated August 16, 2022, a copy of which is attached to this instrument as “**Exhibit ‘A’**” and incorporated herein for all purposes; and

WHEREAS the Taylors own that certain property described as follows (the “Taylor Property”): Lot 10 of Brookhaven – Sector 1, as recorded in Map Book 10, Page 24, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS the Crews have requested permission from the Taylors to encroach onto the Taylor Property, which property is located adjacent to and to the east of the Crews Property, for the limited, specific, and temporary purpose of installing wheelchair ramp to provide handicapped access to the dwelling currently located on the Crews Property (see Exhibit “A” for the location of the dwelling); and

WHEREAS the Taylors are willing to grant the Crews an easement allowing the Crews to encroach upon the Taylor Property for the limited, specific and temporary purpose of installing the aforementioned wheelchair ramp, subject to the covenants and indemnities set forth herein;

NOW THEREFORE, for good and valuable consideration given by the Crews, receipt of which is hereby acknowledged by the Taylors, the Taylors do hereby **grant, bargain, sell and convey** to the Crews the following easement (“Easement”): A strip of real property, lying along the westerly property line of the Taylor Property and the easterly boundary line of the Crews Property, 25 feet by 12.5 feet in size, more particularly described as follows: commence at the southwest corner of the Taylor Property (also being the southeast corner of the Crews Property) thence run in a northerly direction to a point approximately 150 feet along the boundary line between the Taylor Property and the Crews Property (the Point of Beginning), thence in a northern direction along that common boundary line a distance of twenty five (25) feet to a point, thence 90 degrees to the east for a distance of twelve and one-half (12.5) feet to a point, thence south 90 degrees for a distance of twenty five (25) feet, and thence west a distance of twelve and one-half (12.5) feet to the Point of Beginning, as depicted in the crosshatched drawing on **Exhibit “A”**.

This Easement shall be for the limited, specific, and temporary purpose of installing, using and maintaining a wheelchair ramp to provide wheelchair access to the dwelling currently located on the Crews Property, and for no other purpose. This easement is an easement in gross

and shall terminate upon the earlier to occur of: (1) the sale or transfer, whether voluntarily, involuntarily or by operation of law, of any of the Crews' interest in the Crews Property; (2) the termination of the Crews' need for the wheelchair ramp accessing the current dwelling on the Crews Property; or (3) the Crews' failure to maintain the wheelchair ramp in a good, proper, safe and usable condition as set forth herein

As further consideration for the grant of the easement set forth herein, the Crews acknowledge and agree that: (1) they will install the wheelchair ramp or cause the wheelchair ramp to be installed in a good and workmanlike manner, utilizing goods and materials appropriate and proper to the construction of the wheelchair ramp, and sufficient for its intended purpose; (2) they will properly maintain the wheelchair ramp, keep it in good and proper repair, and promptly make any repairs necessary for the wheelchair ramp to be safely used for its intended purpose; (3) will indemnify, defend and hold harmless, the Taylors, and their personal representatives, heirs, beneficiaries, successors transferees and assigns, from and against all claims, suits, costs, expenses, damages, injuries, bills and costs of any kind, including attorney fees, arising out of the injury or death of any person in any way caused by or arising out of the wheelchair ramp or the use of the wheelchair ramp by any person, whether that person be an invitee, licensee or trespasser onto the Crews Property or the Taylor Property; and (4) that prior to the closing of the sale, assignment or transfer of the Crews Property to any third party, or within a prompt and reasonable period after the time at which the wheelchair ramp shall no longer be needed by the Crews for handicapped access to the dwelling currently located on the Crews Property, the Crews will remove the wheelchair ramp, or cause the wheelchair ramp to be removed, and will restore any affected portion of the easement or the Taylor Property to as near its condition as of the date of the granting of this easement as is reasonably possible.

This easement does not run with the land and shall not inure to the benefit of the Crews' successors, transferees, or assigns.

Witness the hands and seals of the Grantors and Grantees on the date shown below.

Grantor:

Lee Y. Taylor
Lee Y. Taylor

Date: 12-20-22

Debra B. Taylor
Debra B. Taylor

Date: 12-20-22

Grantee:

Scott Richard Crews
Scott Richard Crews

Date: 12-20-22

Lyndsay Franklin Crews
Lyndsay Franklin Crews

Date: 12/20/22

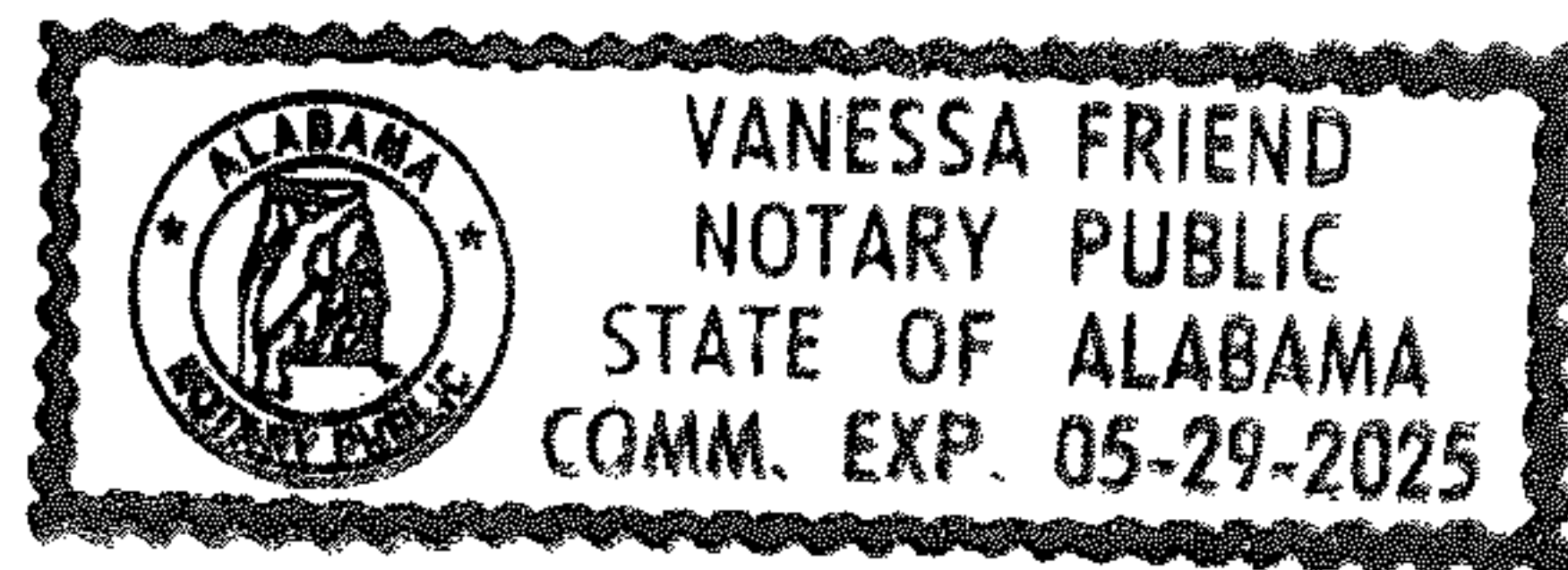
SHELBY COUNTY

Before me, the undersigned Notary Public in and for said County and State, personally appeared Lee Y. Taylor, who is known to me and who acknowledged that being aware of the contents of the above and foregoing instrument, he executed said instrument voluntarily on the day same bears date.

Witness my hand and seal of office this the 20th day of December, 2022.

Notary Public

My commission expires: 05/29/2025



STATE OF ALABAMA

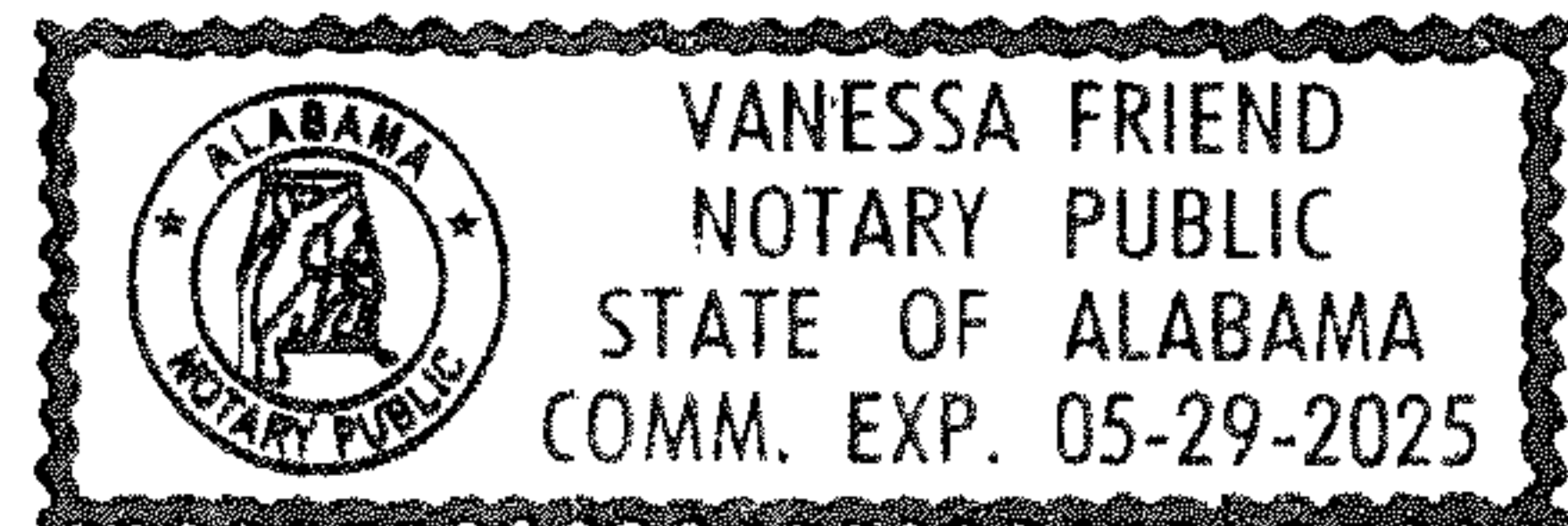
SHELBY COUNTY

Before me, the undersigned Notary Public in and for said County and State, personally appeared Debra B. Taylor, who is known to me and who acknowledged that being aware of the contents of the above and foregoing instrument, he executed said instrument voluntarily on the day same bears date.

Witness my hand and seal of office this the 20th day of December, 2022.

Notary Public

My commission expires: 05/29/2025



STATE OF ALABAMA

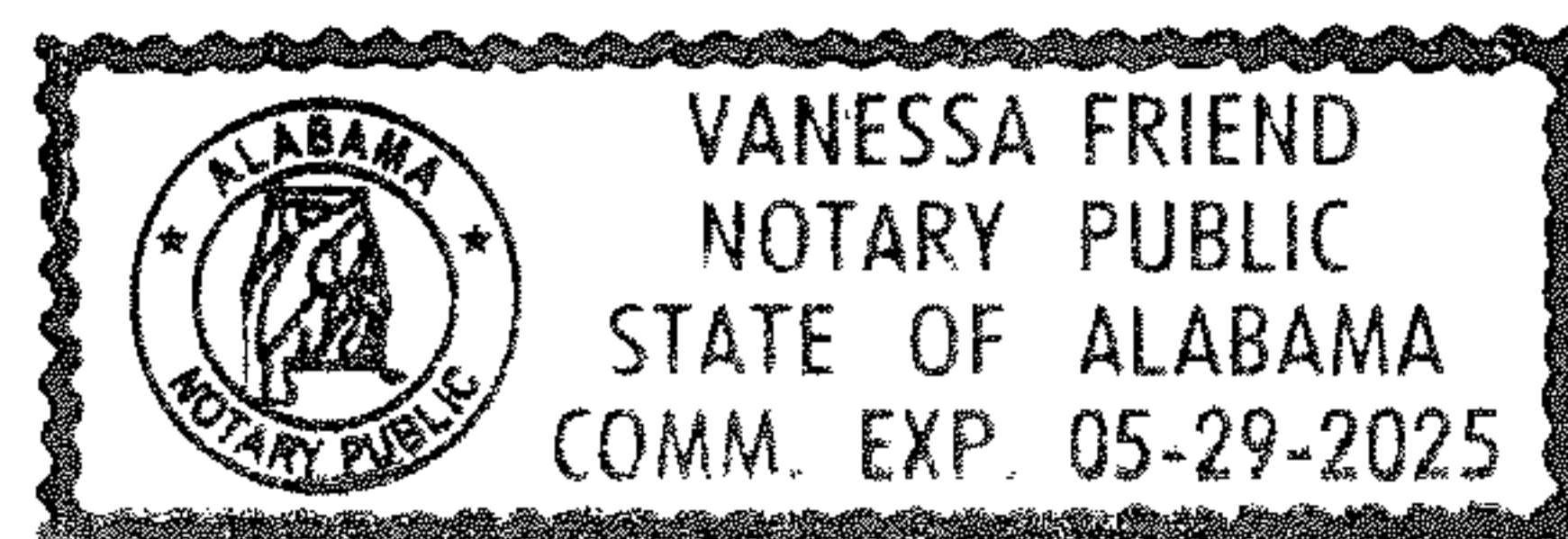
SHELBY COUNTY

Before me, the undersigned Notary Public in and for said County and State, personally appeared Scott Richard Crews, who is known to me and who acknowledged that being aware of the contents of the above and foregoing instrument, he executed said instrument voluntarily on the day same bears date.

Witness my hand and seal of office this the 20th day of December, 2022.

Notary Public

My commission expires: 05/29/2025



STATE OF ALABAMA

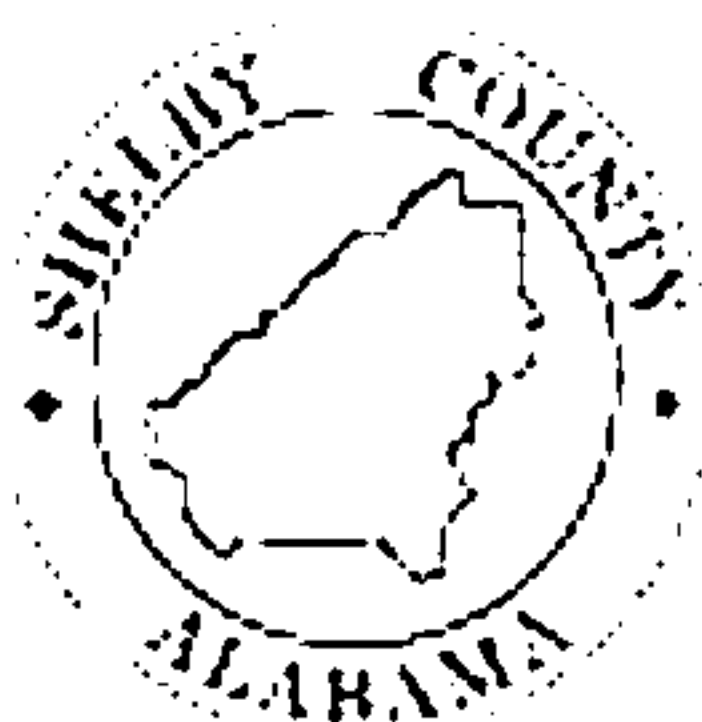
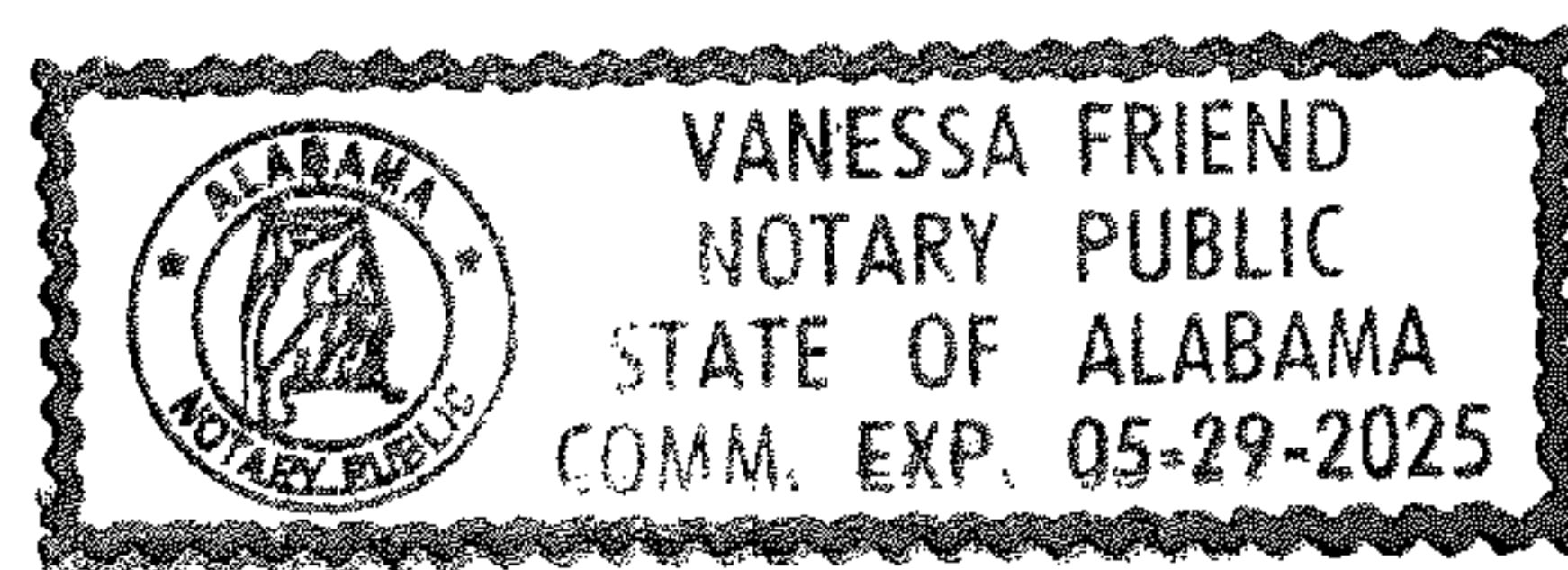
SHELBY COUNTY

Before me, the undersigned Notary Public in and for said County and State, personally appeared Lyndsay Franklin Crews, who is known to me and who acknowledged that being aware of the contents of the above and foregoing instrument, he executed said instrument voluntarily on the day same bears date.

Witness my hand and seal of office this the 20th day of December, 2022.

Notary Public

My commission expires: 05/29/2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl