

AFTER RECORDING RETURN TO:

David Lyon Glenn
Massey, Stotser, & Nichols P.C.
1780 Gadsden Highway
Birmingham, Al 35235

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT AGREEMENT

This Easement Agreement (hereinafter referred to as “Agreement”) is made and entered into this 27th day of March, 2024 by, **MICHAEL R. TESLICH and AMELIA E. TESLICH**, their heirs, successors, and/or assigns (hereinafter referred to as “Grantor” whether one or more), and **PHILIP MAZUR and AMANDA MAZUR**, their heirs, successors, and/or assigns (hereinafter referred to as “Grantee” whether one or more).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Shelby County, Alabama, a portion of which is more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Easement Area”);

WHEREAS, Grantor desires to grant and convey to Grantee an exclusive appurtenant easement for personal residential ingress and egress use to access the Grantee’s Property (“Easement”); and

NOW THEREFORE, in consideration of the premises, the mutual covenants hereinafter to be kept faithfully by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns, a non-exclusive and perpetual easement over the Easement Area for ingress and egress purposes, as well as containing any utilities services provided to Grantee’s Property. This Easement shall not be construed as a public right of way.
2. Term. The grant of Easement as set forth in this Agreement shall run with the land of Grantor and Grantee perpetually, unless otherwise terminated as provided for in this Agreement and may not be blocked, modified, reduced and/or relocated without the written consent of the current owners of both lots.
3. Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the state of Alabama.
4. Easements Run with the Land. Subject to the terms and conditions herein, Grantor and Grantee hereby declare and agree that the Easement granted in this Agreement shall run with, touch, concern and be appurtenant to the title to the both parties’ property.

5. Binding Affect. The Easement granted in this Agreement shall bind the successors, successors-in-title and assigns of Grantor, and shall inure to the benefit of the successors, successors-in-title and assigns of Grantee.
6. Subordination. The parties hereby covenant and agree that any lien, security interest now or in the future encumbering their respective Property shall expressly be, and shall at all times remain, subordinate, subject and inferior to this Agreement. This includes any future refinancing by either party of their respective Property.
7. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
8. No Transfer of Fee Title. Neither party conveys to the other party hereby any title in or to their respective Property, but merely grants the rights, privileges and easements herein set forth.
9. Maintenance Agreement. Grantee does hereby agree, for themselves and their heirs, successors and assigns that Grantee shall bear the expense of any and all maintenance due to normal wear and use of the Easement, if Grantee chooses to cause any improvements to be placed on the Easement Area, those improvements must be related to the rights conveyed in this Easement Agreement. Grantee shall also make best efforts to prevent any unauthorized use or access by any third parties of this Easement.
10. Termination, Modification or Amendment of Easement Agreement. This Agreement may be terminated, modified, or amended only by the mutual written agreement of both parties which shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

TO HAVE AND TO HOLD, the rights, privileges and easements described above unto Grantees, his respective successors, successors-in-title and assigns, in accordance with the provisions hereof. Grantor, their respective successors, successors-in-title and assigns, will forever warrant and defend the right and title to and privileges under the easements conveyed by Grantor to Grantees hereunder against the claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 27th day of March, 2024.

GRANTOR:


MICHAEL R. TESLICH

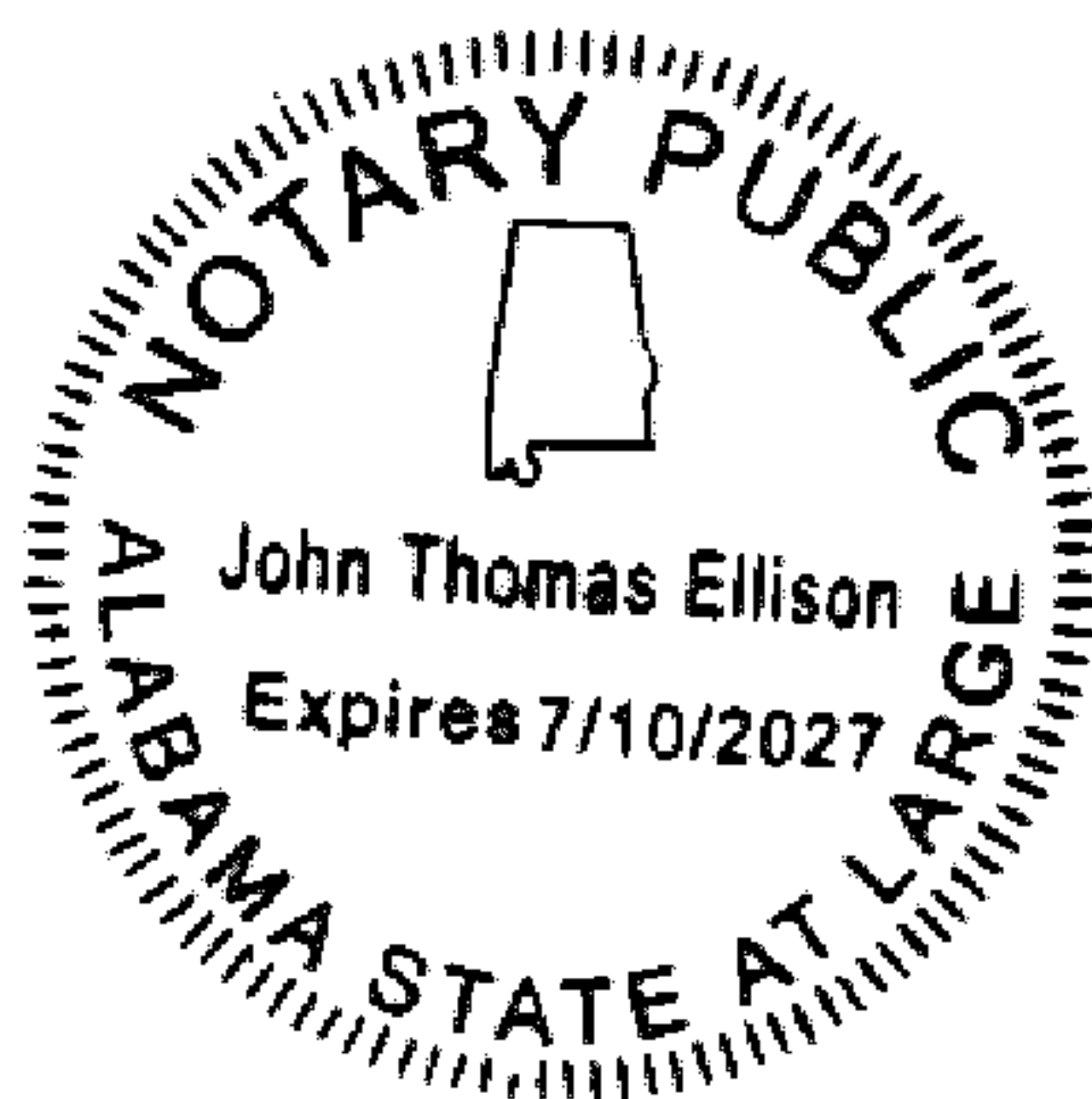

AMELIA E. TESLICH

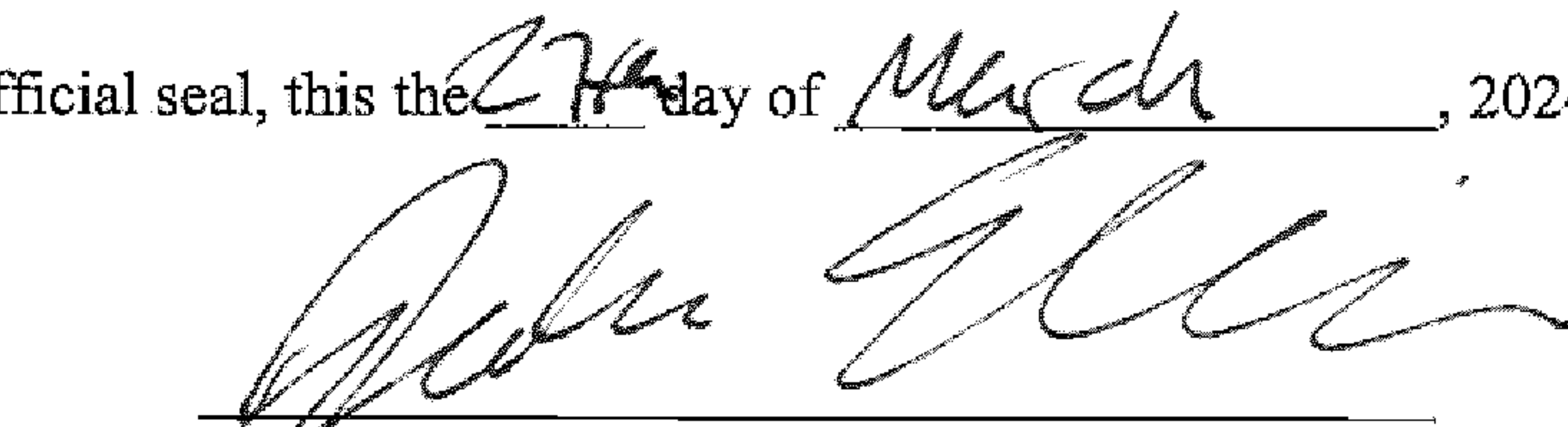
STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **MICHAEL R. TESLICH** and **AMELIA E. TESLICH**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same on the day the same bears date.

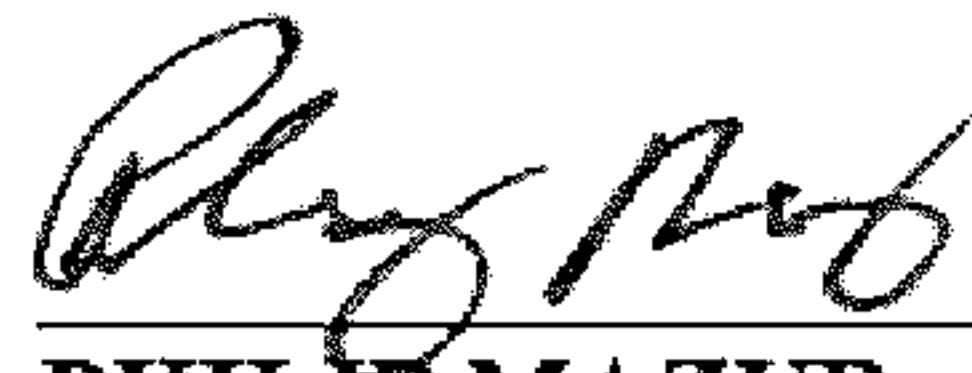
Given under my hand and official seal, this the 27th day of March, 2024.




Notary Public

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the 27th day of March, 2024.

GRANTEE:

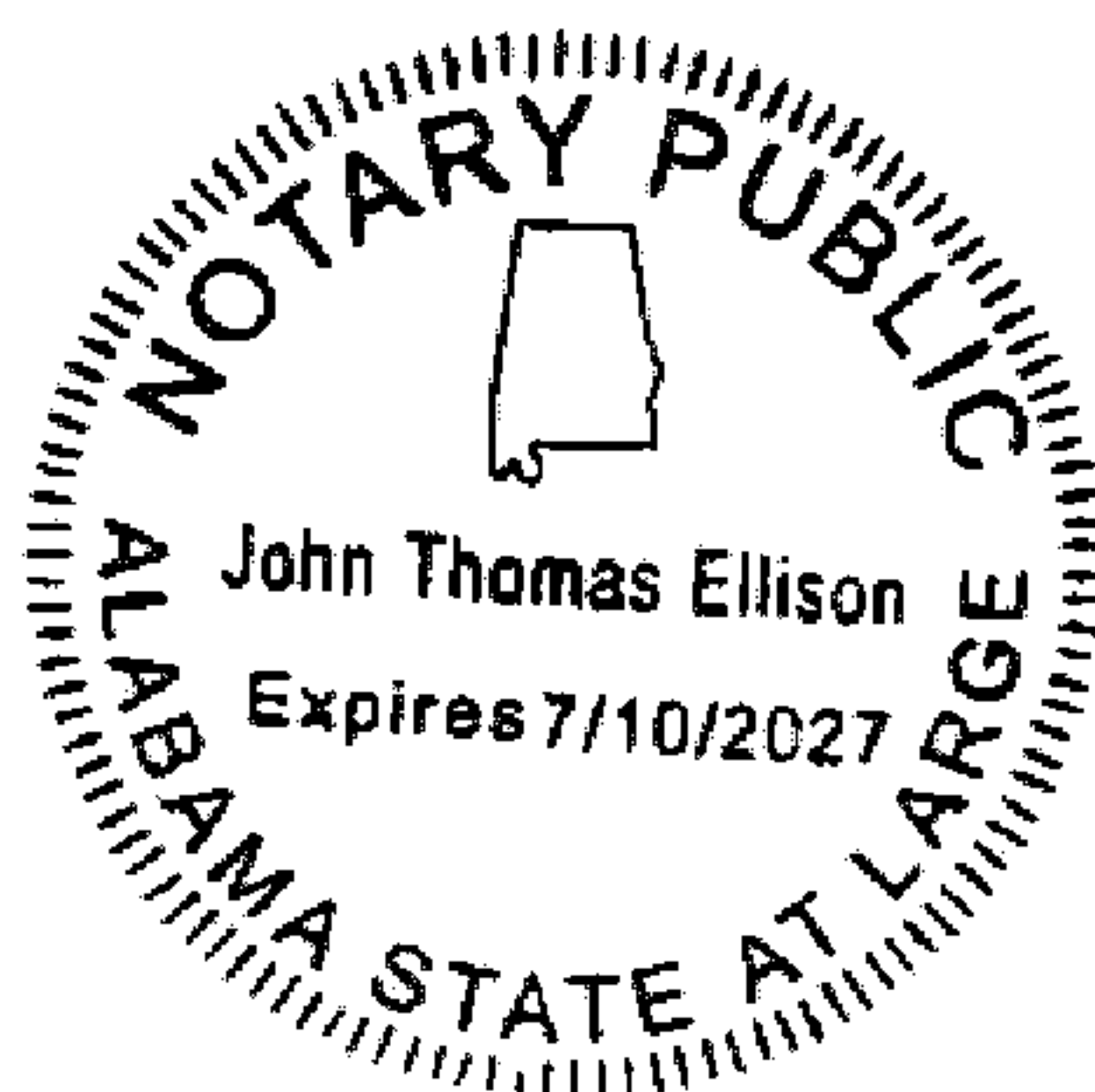

PHILIP MAZUR

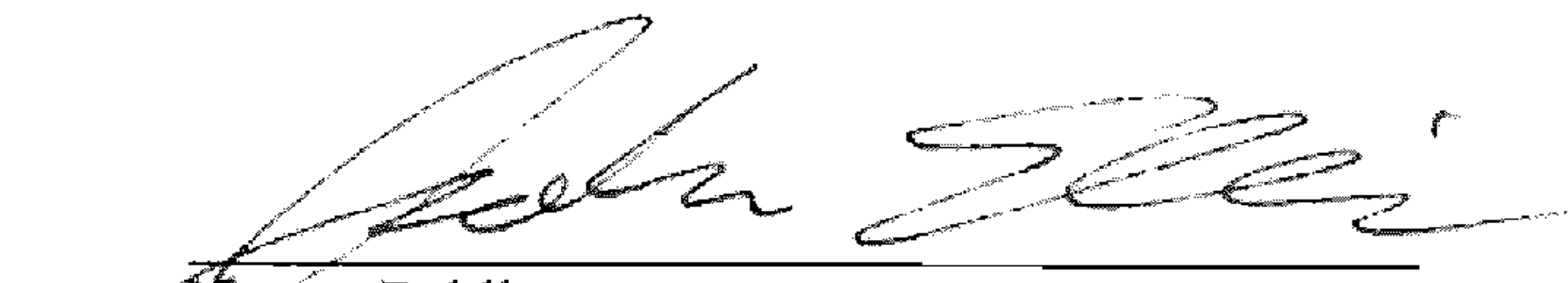

AMANDA MAZUR

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **PHILIP MAZUR and AMANDA MAZUR**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same on the day the same bears date.

Given under my hand and official seal, this the 27th day of March, 2024.




Notary Public

Allie S. Bayl

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