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Shelby Cnty Judge of Probate, AL
05/20/2024 12:05:15 PM FILED/CERT

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on May 20th, 2024, by and between HALEY RUIZ-HOPE and WANDA HOPE of LOT 6 and LOT 8 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY, hereinafter ("Grantors"), and HALEY RUIZ-HOPE and WANDA HOPE of 418 HUNTWOOD RD SHELBY, AL 35143 hereinafter ("Grantees").

Recitals

- A. The Grantors are co-owners of certain real property described as follows: LOT 6 and LOT 8 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY in TOWNSHIP 22S RANGE 01E SECTION 18, (Servient Estate).
- B. The Grantees are co-owners of certain real property commonly known as 418 HUNTWOOD RD SHELBY, AL 35143, and more fully described as follows: LOT 10 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY in TOWNSHIP 22S RANGE 01E SECTION 18, ("Dominant Estate").
- C. The Grantees desire to acquire certain rights in the Servient Estate.

1. Grant of Easement

For valuable consideration, Grantors hereby grants to Grantees an easement on and across the following-described portion of the Servient Estate: EASEMENT FOR FIELD LINES, THE EDF WILL BE LOCATED WITHIN THE PROPERTY BOUNDARIES OF LOT 6 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY. A PIPE CONNECTING THE SEPTIC TANK TO THE EDF WILL PASS THROUGH LOT 8 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY.

2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by providing the Grantees a suitable location for a septic system.

3. Duration and Binding Effect

The easement shall endure in perpetuity and run with the land. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

4. Purpose of Easement

The easement will benefit the Grantees by providing the Grantees a suitable location for a septic system. The Grantees were not able to find a suitable location for a septic system to be installed on LOT 10 (418 HUNTWOOD RD SHELBY, AL 35143) Therefore, the Grantors are allowing for the Grantees' septic system to be installed in a space allocated on LOT 6 and LOT 8 BLOCK 119 of SUBDIVISION SAFFORDS-SHELBY in accordance with the description in Paragraph 1 above.

5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantees are limited to providing the Grantees a suitable location for a new septic system.



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6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantors covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantors reserves and retains the right to convey similar easement and rights to such other persons as Grantors may deem proper.

7. Grantors' Rights

Grantors also retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this easement for any and all purposes that do not interfere with or prevent the use by Grantees of the easement, and on the condition that the Grantors' retained rights and uses of the easement do not violate the Alabama Department of Health Onsite Sewage Treatment Disposal Regulations. Grantors' retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantors further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantees in the easement. If the Grantors or any of Grantors' successors or assigns dedicates all or any part of the property affected by this easement, the Grantees and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

8. Grantees' Rights and Duties

Grantees shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantors and any other concurrent user. Grantees shall at all times act so as to safeguard Grantors' property. Grantees shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantees shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantees shall dispose of all cuttings and trimmings by hauling them away from the premises. Grantors' retained rights and duties of the easement shall not violate the Alabama Department of Health Onsite Sewage Treatment Disposal Regulations.

9. Termination

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantors and Grantees in the Dominant and Servient Estates. Grantees, his/her heirs, successors, and assigns may execute and record a release of this easement at any time, on the condition that the termination of the easement does not violate the Alabama Department of Health Onsite Sewage Treatment Disposal Regulations. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantees, or become impossible to perform.

10. Failure to Perform

Should Grantees fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantors, Grantees shall execute and record all documents necessary to terminate the easement of record. Should Grantees fail or refuse to record the necessary documents, Grantors shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

11. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

12. Attorney's Fees

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above-mentioned date.

GRANTORS:

Signature:

Printed Name:

Haley Ruiz Hope
Haley Ruiz Hope

Date:

5/20/24

And

Signature:

Printed Name:

Wanda Hope
Wanda Hope

Date:

5/20/24

GRANTEES:

Signature:

Printed Name:

Haley Ruiz Hope
Haley Ruiz Hope

Date:

5/20/24

And

Signature:

Printed Name:

Wanda Hope
Wanda Hope

Date:

5/20/24

~~PREPARED BY:~~ notarized by

Signature:

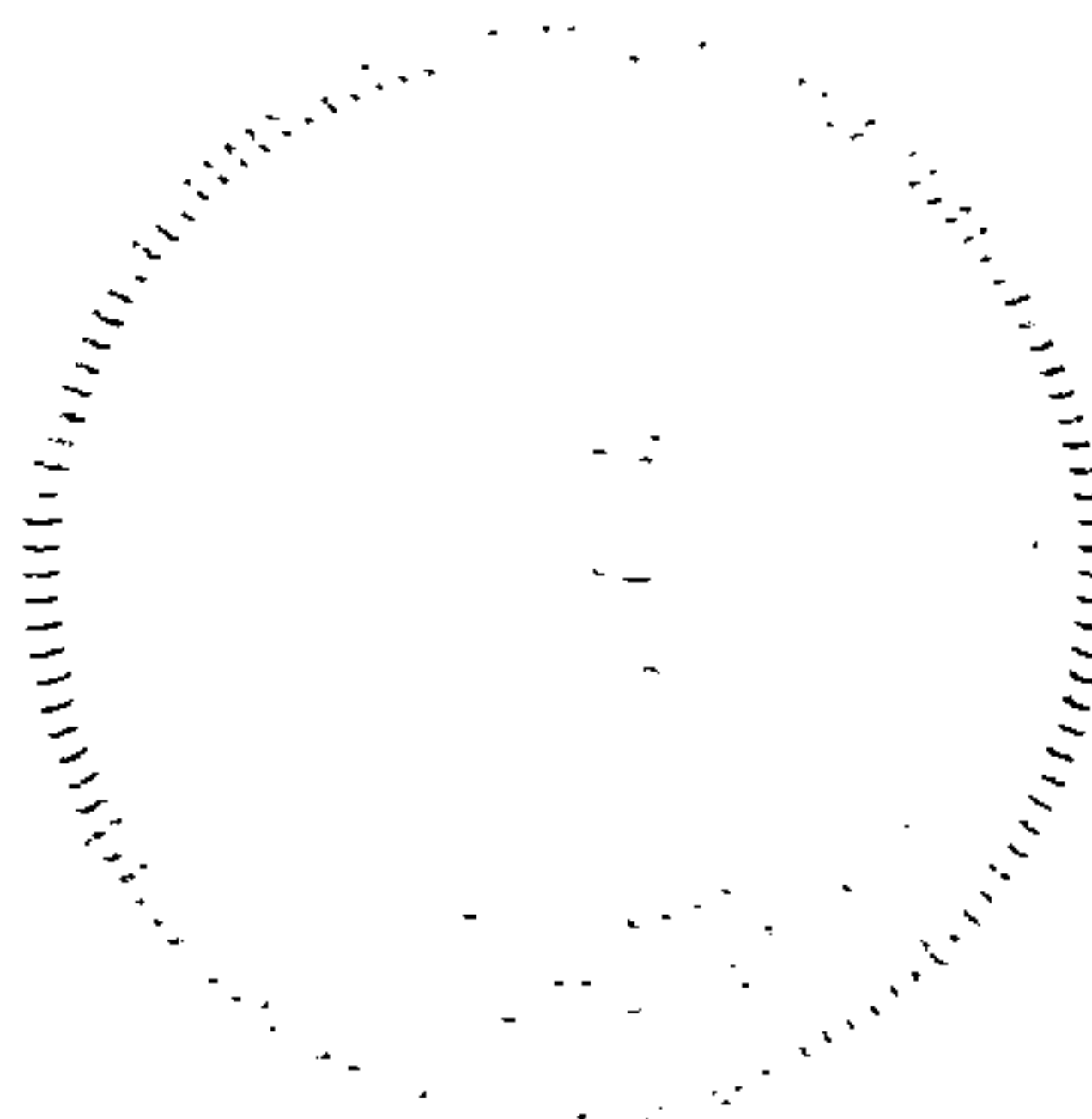
Printed Name:

Andrea Brook Roland
Andrea Brook Roland

Date:

5/20/24

Andrea Brook Roland
Notary Public, Alabama State
at Large
My Commission Expires
04/09/2028



Prepared By:

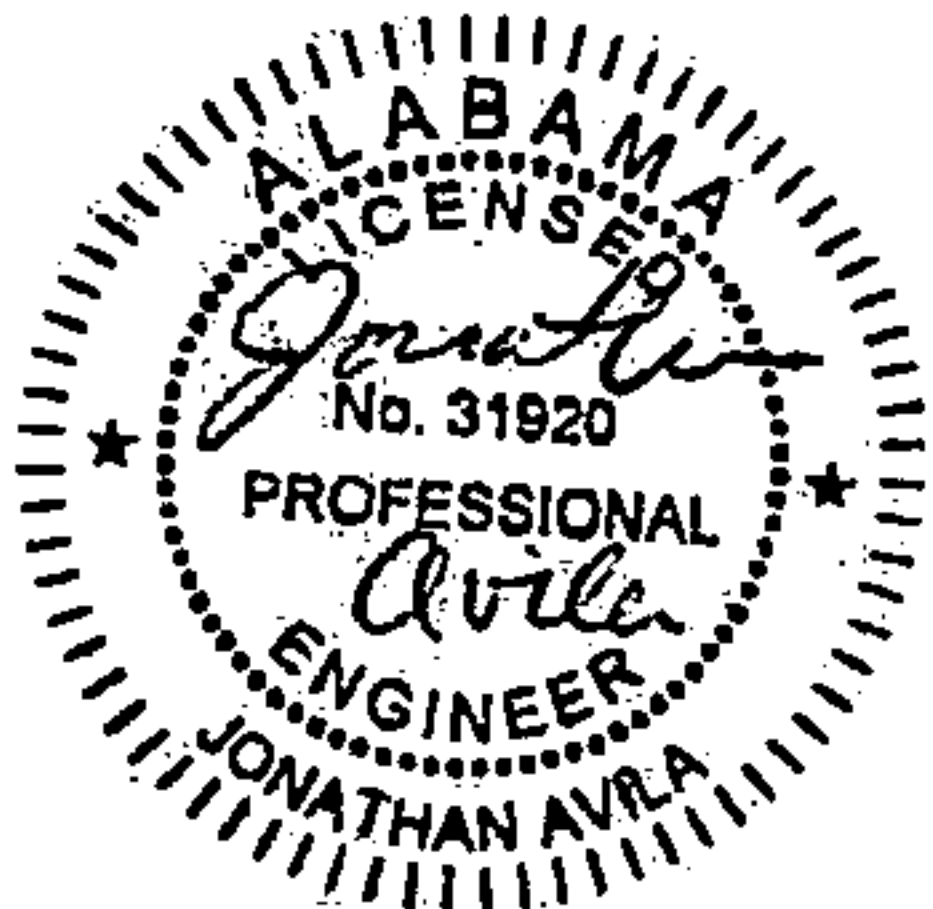
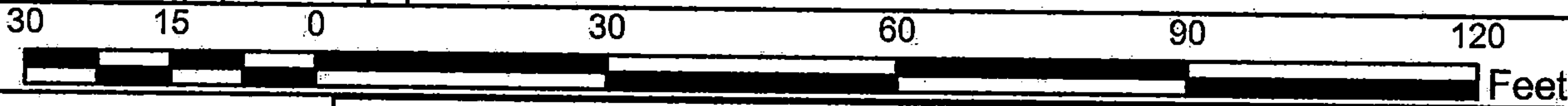
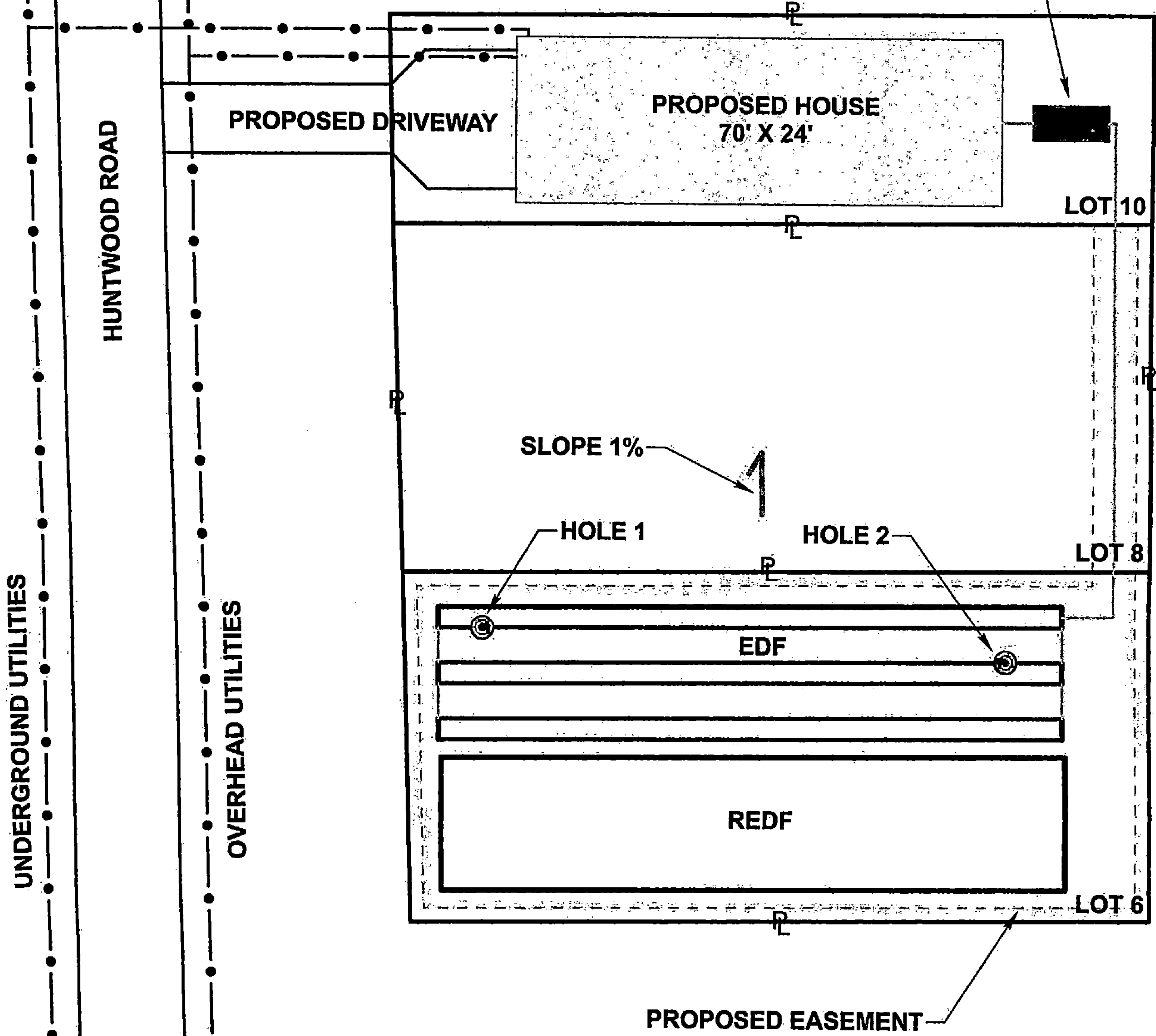
Jonathan Avila
515 EL Camino Real
Chelsea AL 35043

SUBDIVISION: SAFFORDS-SHELBY
BLOCK: 119
SECTION: 18
TOWNSHIP: 22S
RANGE: 01E

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1000 GALLON SEPTIC TANK
W/ INTEGRAL PUMP CHAMBER



**AVILA
ENGINEERING
GROUP**

60 Chelsea Corners - #184
Chelsea, AL 35043
(205) 914-9174
www.avilaengineeringgroup.com

PLOT MAP

ONSITE SEWAGE TREATMENT & DISPOSAL SYSTEM DESIGN

LOCATION:
418 HUNTWOOD ROAD, SHELBY, AL 35143
(SHELBY COUNTY)

JOB NUMBER:
ENV-0014

DRAWN BY:
JONATHAN AVILA, PE

DATE:
05/13/24

REVISION:
0

REVISION DESCRIPTION:
ISSUED FOR APPLICATION

SHEET:
2 OF 2