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PROPERTY EASEMENT AGREEMENT

State of Alabama

BACKGROUND

A. This Property Easement Agreement (hereinafter referred to as the "Easement") is entered into and made effective as of _____ (hereinafter referred to as the "Effective Date") by and between the Grantor of the Easement (hereinafter referred to as the "Grantor"), of the following address:

_____
of
_____

and the following Grantee of the Easement (hereinafter referred to as the "Grantee"), of the following address:

_____
of
_____

B. *WHEREAS*, the Grantor is the owner of certain real property at the following address:

_____

Said property is more fully described as follows:

_____

C. *WHEREAS*, the Grantee desires to acquire certain rights in the Servient Estate and the Grantor wishes to provide those rights.

NOW, THEREFORE, in consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do contract and agree as follows:

I. GRANT OF EASEMENT.

1. For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate:

_____

2. Attached hereto as an Exhibit is the following described document showing the location of the Easement area:

_____

II. CHARACTER OF EASEMENT.

3. It is the intention of the Parties that the Easement be granted appurtenant to the Dominant Estate, in that the Easement benefits the use and enjoyment of the Dominant Estate by the Grantee.

III. EASEMENT PURPOSE.

4. The Easement will benefit the Grantee in the following manner:

_____

IV. LIMITATIONS.

5. It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited in the following manner:

_____

V. PAYMENT.

6. In full consideration of Grantor's permission to Grantee for Grantee to have access to this Easement, the Grantee agrees to pay the Grantor a fixed fee of **$2 (two US dollars) (the "Fee")**.

7. The Grantee shall pay the Grantor's fixed fee in the form of one lump sum payment, due upon the termination of this Agreement.

8. For any payment that is not paid when due, the Grantee shall pay a late fee of **$2 (two US dollars)**.

VI. DURATION, BINDING EFFECT, AND TERMINATION.

9. This Easement shall begin on _____.

10. This Easement will terminate automatically after the following amount of time: _____.

11. The Easement shall terminate if the purposes of the Easement cease to exist, are abandoned by the Grantee, or become impossible to perform.

12. 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.

VII. EXCLUSIVITY OF EASEMENT.

13. The easement, rights, and privileges granted by this Easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

VIII. GRANTOR'S RIGHTS AND DUTIES.

14. Grantor 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 Grantee of the Easement.

15. Grantor's 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 similar such uses.

16. The Grantor 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 Grantee in the Easement.

17. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this Easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

IX. GRANTEE'S RIGHTS AND DUTIES.

18. Grantee 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 Grantor and any other concurrent user.

19. Grantee shall at all times act so as to safeguard Grantor's property.

20. Grantee 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.

21. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

X. LIABILITY INSURANCE.

22. Grantee shall maintain liability insurance on the Easement in an amount not less than **$2 (two US dollars)**.

23. Grantor shall be included by endorsement as an "additional named insured" under such policy, and such insurance shall be primary insurance and not contributory with any insurance separately maintained by Grantor.

24. Grantee shall deliver evidence to Grantor as proof that sufficient insurance is in force and issued by companies reasonably satisfactory to Grantor.

25. Grantor shall receive advance written notice from the insurer prior to any termination of such insurance policies during the duration of the Easement.

XI. FAILURE TO PERFORM.

26. Should Grantee 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.

27. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the Easement of record.

28. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the Easement to be terminated.

XII.

XIII. ENTIRE AGREEMENT.

29. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

30. This Agreement supersedes any prior written or oral agreements between the Parties.

XIV. SEVERABILITY.

31. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

32. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XV. AMENDMENT.

33. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

XVI. GOVERNING LAW.

34. This Agreement shall be construed in accordance with the laws of the State of Alabama.

XVII. NOTICE.

35. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XVIII. WAIVER OF CONTRACTUAL RIGHTS.

36. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

EXECUTION:

_____

_____, *Grantor*

_____

Date

_____

_____, *Grantee*

_____
Date