

STATE OF ALABAMA)

COUNTY OF BALDWIN)

TEMPORARY EASEMENT AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 2016.

WHEREAS, _____

(hereinafter referred to collectively as “AAA”), is the owner of that certain real property legally described as follows:

Lot 1, Barnett Subdivision as recorded on Slide 2421-B and at Instrument #1182382, in the Office of the Judge of Probate, Baldwin County, Alabama.

(hereinafter referred to as “Lot 1”); and

WHEREAS, _____

(hereinafter referred to collectively as “BBB”), is the owner of that certain real property legally described as follows:

Lot 2, Barnett Subdivision as recorded on Slide 2421-B and at Instrument #1182382, in the Office of the Judge of Probate, Baldwin County, Alabama.

(hereinafter referred to as “Lot 2”); and

WHEREAS, Lot 1 and Lot 2 are shown on that certain Plat or Survey dated April 28, 2009 attached hereto and made a part hereof (hereinafter referred to as “Subject Plat”); and

WHEREAS, hereinbefore Lot 1 and Lot 2 were owned by the same party and such ownership reflected usage as one parcel and not as two separate parcels; and

WHEREAS, during the time Lot 1 and Lot 2 were owned and occupied by the same party, and utilized as one parcel, ingress and egress access to both lots (hereinafter referred to as “Access”), as well as telephone, cable, water and sewer service (hereinafter collectively referred to as “Utility Services”), to both lots was located and constructed to serve both lots without necessarily taking into account whether or not the Access or Utility Services were located on or upon the lot being served; and

WHEREAS, AAA and BBB have both recently purchased their respective lots and do agree that they shall continue to share the current driveway as shown on the Subject Plat for a period of ninety (90) days from the date hereof; and

WHEREAS, AAA and BBB do further agree to share the facilities providing Utility Services to Lot 1 and Lot 2, for a period of ninety (90) days from the date hereof; and

WHEREAS, the intent of this document is to declare a temporary mutual driveway agreement and temporary Utility Services agreement over and across both Lot 1 and Lot 2 and to declare the mutual responsibilities of the maintenance of said Access and Utility Services.

NOW THEREFORE, for good and valid consideration, the parties hereto do agree as follow:

1. For the ninety (90) day period beginning on the date hereof, the shared Brick Drive located on Lot 1 and Lot 2 as shown on the Subject Plat shall be a shared driveway for ingress and egress use by the owners, guests, tenants, licenses, and invitees of Lot 1 and Lot 2.
2. For the ninety (90) day period beginning on the date hereof, the facilities presently located on Lot 1 and Lot 2 which provide service for all Utility Services for either Lot 1 or Lot 2 shall be shared to the extent necessary to provide adequate service to each lot.
3. The rights and privilege granted herein shall be deemed appurtenant to the dominant lot for the ninety (90) day period beginning on the date hereof.
4. The owners of Lot 1 and the owners of Lot 2 shall share the cost and expense of any and all maintenance and repair of the said shared driveway, so as to keep said Access in the same condition as it was on the date hereof.
5. All rights, privileges, duties and responsibilities created herein shall terminate ninety (90) days from the date hereof.

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she/they has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public
My Commission Expires:

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he/she/they has executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2016.

Notary Public
My Commission Expires:

AAA's Address:

BBB's Address:

This Instrument Prepared by:
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Attorney at Law
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Gulf Shores, Alabama 36547
File 16.5551