

This instrument prepared by
and record and return to:
William C. Brown
Engel Hairston & Johanson, P.C.
109 N. 20th Street, 4th Floor
Birmingham, Alabama 35203
(205) 328-4600

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

CROSS-ACCESS EASEMENT AGREEMENT

This Cross-Access Easement Agreement (this “Agreement”) is made as of the 3rd day of April 2019, by **CLAYTON ENTERPRISE, LLC**, an Alabama limited liability company (“Grantor”), in favor of **PRESTIGE GROUP, LLC**, an Alabama limited liability company (“Grantee”).

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Shelby County, Alabama, as more particularly described on Exhibit “A” attached hereto (the “Grantor’s Property”);

WHEREAS, Grantor has bargained, sold, transferred and conveyed unto Grantee by that certain Statutory Warranty Deed dated this date, and recorded as Instrument # 20190404000108390 in the Office of the Judge of Probate of Shelby County, Alabama, that certain real property adjacent to the Grantor’s Property and more particularly described on Exhibit “B” attached hereto (the “Grantee’s Property”); and

WHEREAS, the parties hereto desire to acquire and create an easement over a portion of their respective properties for the purpose of providing ingress and egress to and from the Grantor’s and Grantee’s Property.

NOW, THEREFORE, in consideration of the foregoing and for Five Hundred and 00/100 Dollars (\$5000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor does hereby establish and create for the benefit of Grantee and its successors, assigns, agents, invitees, licensees, employees, contractors, and mortgagees and does hereby give, grant, and convey to Grantee a permanent and perpetual non-exclusive easement in, on, across, along, over, and through that portion of Grantor’s Property that are asphalt drives which access Applegate Court as shown on the map attached hereto as Exhibit “C” (the “Map”) for pedestrian and

vehicular access, ingress, and egress by Grantee and its respective successors, assigns, agents, invitees, licensees, employees, contractors, and mortgagees, in and to the Grantee's Property. No portions of Grantor's Property that do not constitute asphalt drives, including without limitation parking areas and other areas that do not access Applegate Court shall not be included, are specifically excluded from the easement created by this Agreement.

Likewise, Grantee does hereby establish and create for the benefit of Grantor and its successors, assigns, agents, invitees, licensees, employees, contractors, and mortgagees and does hereby give, grant, and convey to Grantor a permanent and perpetual non-exclusive easement in, on, across, along, over, and through that portion of Grantee's Property that are asphalt drives within which access Applegate Court as shown on the Map for pedestrian and vehicular access, ingress, and egress by Grantor and its respective successors, assigns, agents, invitees, licensees, employees, contractors, and mortgagees, in and to the Grantor's Property. No portions of Grantee's Property that do not constitute asphalt drives, including without limitation parking areas and other areas that do not access Applegate Court shall not be included, are specifically excluded from the easement created by this Agreement.

Grantor and Grantee further covenant and agree, each to the other, that there shall be no construction, location, development, and maintenance of any improvement, landscaping, or beautification on the portions of either the Grantor's or Grantee's Property affected by the easement created hereby, which would interfere with, obstruct, or frustrate the purpose of the easement reserved by this Agreement.

2. **Easements as Encumbrance.** The easements created by this Agreement shall burden and benefit the respective properties described herein and shall run with the land, until expressly terminated by written agreement between the parties hereto, or their successors in interest or assigns.

3. **Not a Public Dedication: Ownership and Control.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor's or Grantee's Property to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective tenants, licensees, invitees, successors, and assigns. Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective tenants, licensees, invitees, successors, and assigns, any rights or remedies under or by reason of this Agreement. In the case of each easement or other right created herein, the owner of the benefitted property shall acquire only the limited rights to use the burdened property as set forth herein.

4. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be

binding only if evidenced by a writing signed by each party or an authorized representative of each party.

5. **Headings.** The title to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

6. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of Alabama.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page to Easement Agreement]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:

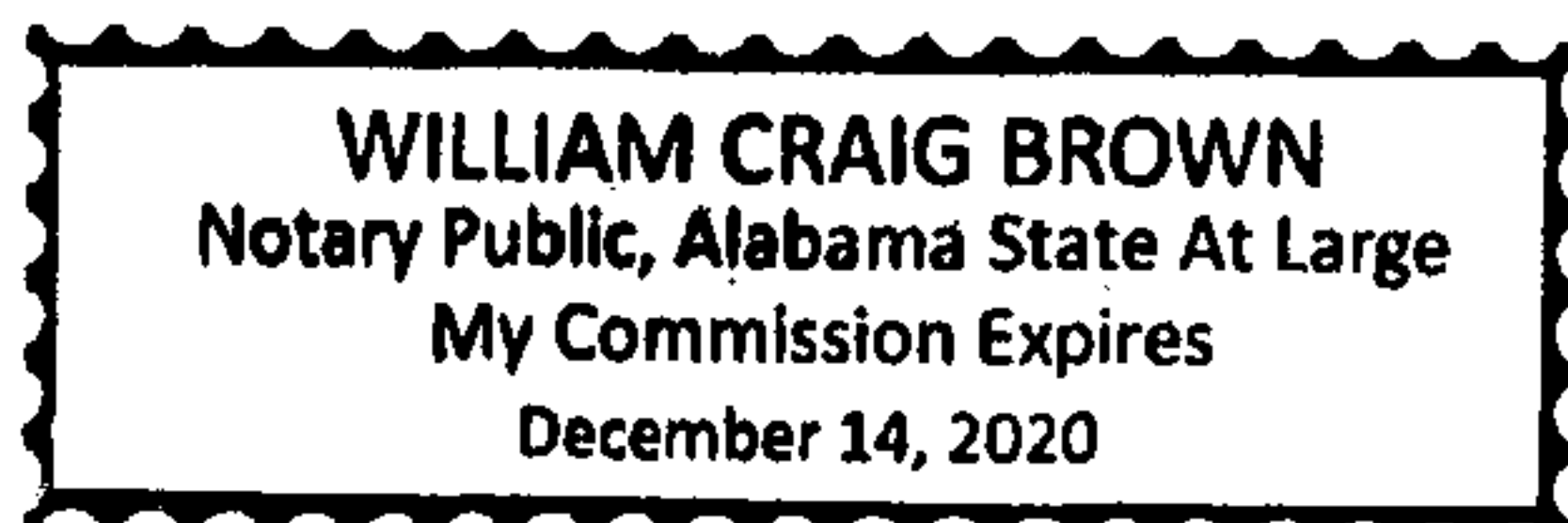
CLAYTON ENTERPRISE, LLC (also known as Clayton Enterprises, LLC), an Alabama limited liability company

By: [Signature]
Print Name: Delton L. Clayton
Title: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as President of CLAYTON ENTERPRISE, LLC (also known as Clayton Enterprises, LLC), an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 3rd day of April, 2019.



[Signature]
NOTARY PUBLIC
My Commission Expires: 12/14/2020

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[Signature Page to Easement Agreement]

GRANTEE:

PRESTIGE GROUP, LLC, *an Alabama limited liability company*

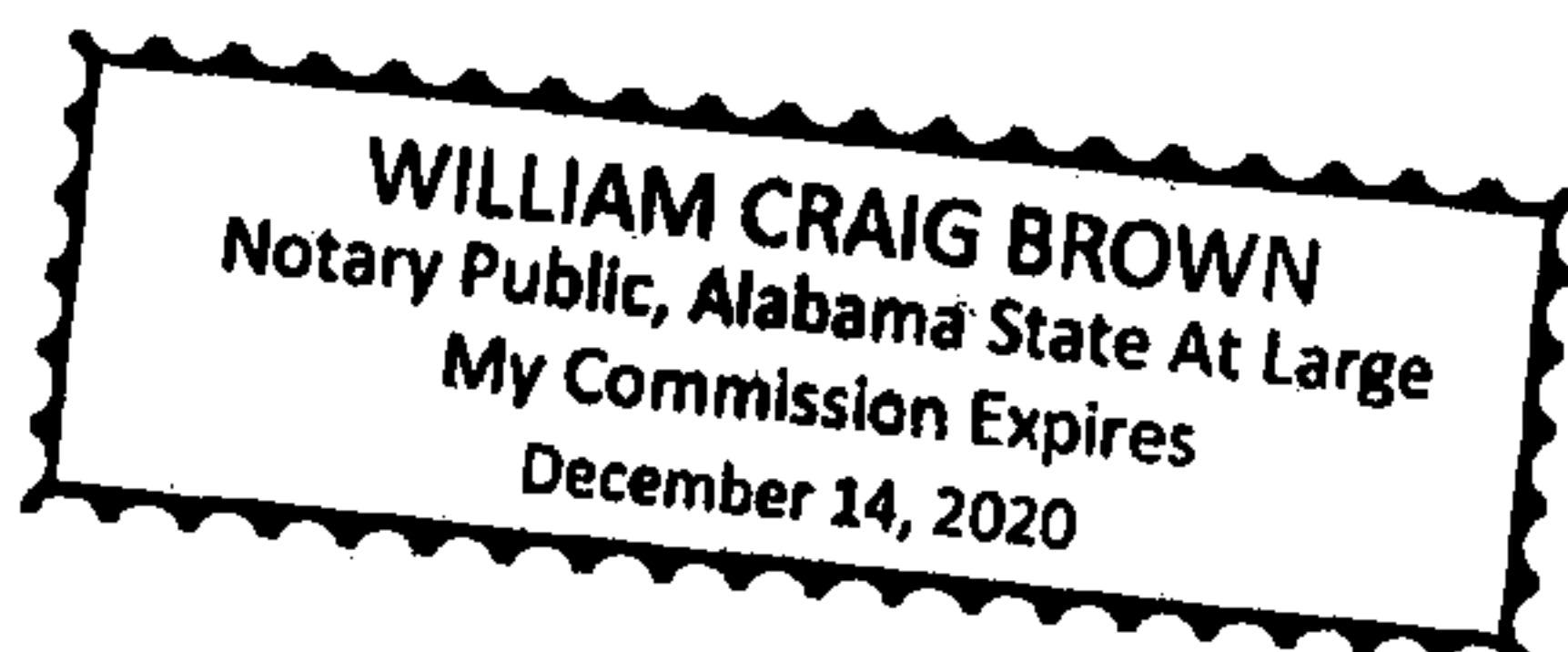
By: _____

Robert James Mathews
Member

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert James Mathews whose name as Member of PRESTIGE GROUP, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member, and with full authority, executed the same voluntarily, as an act of said limited liability company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 3rd day of April, 2018.



NOTARY PUBLIC

My Commission Expires: 12/14/2020

EXHIBIT "A"

Grantor's Property

Lot 1 according to Clayton's Addition to Oak Mountain Business Park Lots 1, 2, 3, 4 and 5 recorded in Map Book 27, Page 23, in the Office of the Judge of Probate of Shelby County, Alabama, and Lot 3A according to a Resurvey of Lots 2 and 3 Clayton's Addition to Oak Mountain Business Park Lots 1, 2, 3, 4 and 5 as shown on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 36, page 67.

TOGETHER WITH a non-exclusive, perpetual easement for ingress and egress only over and across that portion of Lot 2A of a Resurvey of Lots 2 and 3 Clayton's Addition to Oak Mountain Business Park Lots 1, 2, 3, 4 and 5 as shown on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 36, page 67, which are driveways.

EXHIBIT "B"

Grantee's Property

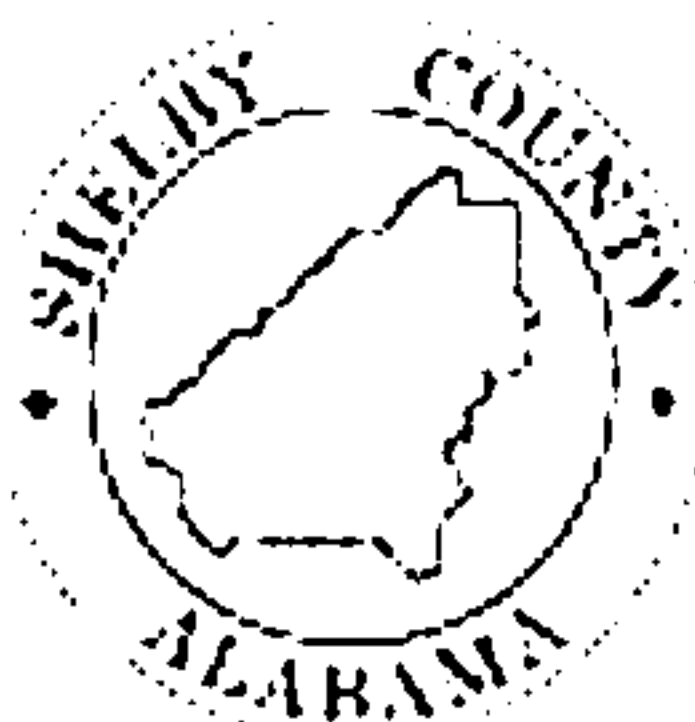
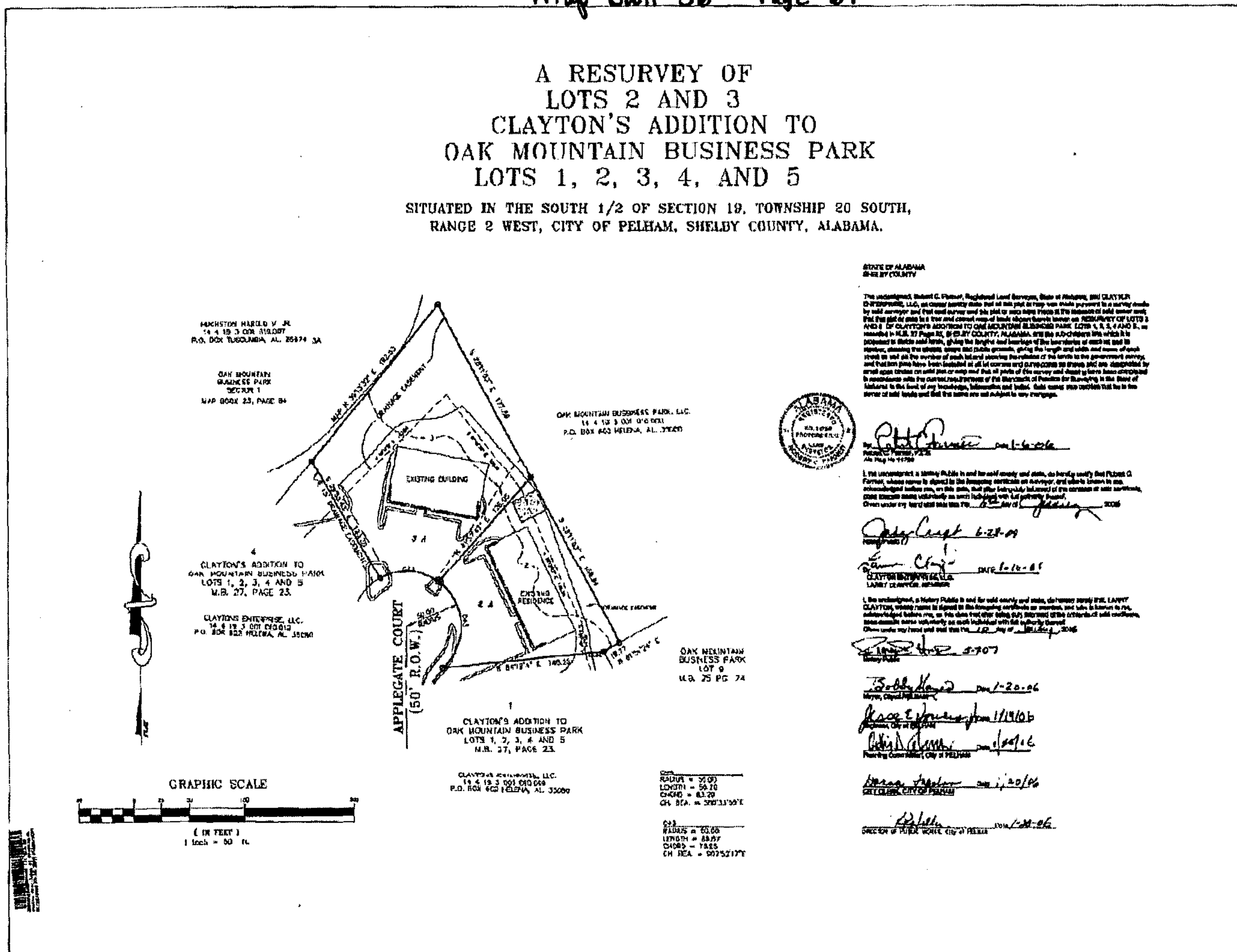
Lot 2A of a Resurvey of Lots 2 and 3 Clayton's Addition to Oak Mountain Business Park Lots 1, 2, 3, 4 and 5 as shown on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 36, page 67.

TOGETHER WITH a non-exclusive, perpetual easement for ingress and egress only over and across that portion of Lot 1 and Lot 3A, according to map of Clayton's Addition to Oak Mountain Business Park as recorded in Map Book 27, page 23 and Lot 3A, according to the map of Clayton's Addition to Oak Mountain Business Park as recorded in Map Book 36, page 67 in the Probate Office of Shelby County, Alabama (Lot 1 and 3A) which are driveways.

EXHIBIT "C"

Map

Map Book 36 Page 67



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/04/2019 02:57:57 PM
\$36.50 JESSICA
20190404000109980

Allen S. Beryl