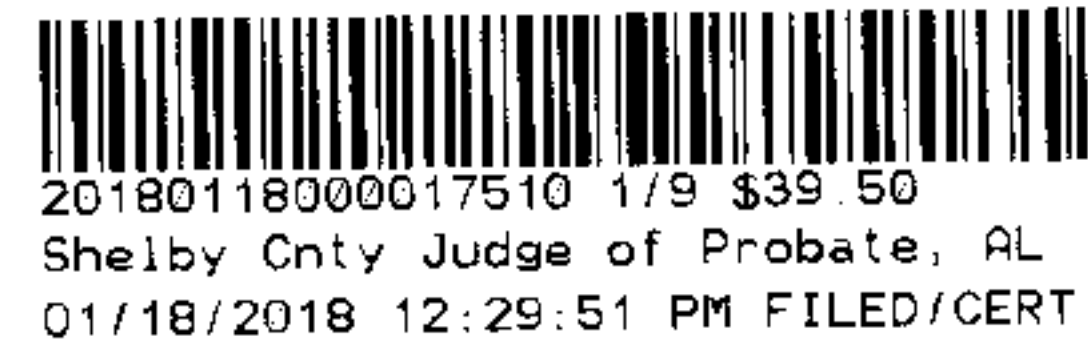


\$500

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



EASEMENT AGREEMENT

18th THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the day of January, 2018 (the "Effective Date") by and between MCHAHON HIGHLANDS, LLC, an Alabama limited liability company ("Grantor"), and Scott B. Haley Hylton B. Haley its successors and assigns ("Grantee").

RECITALS

- A. Grantor is the owner of that certain real property (the "Grantor Property") situated in Shelby County, Alabama which is more particularly described on Exhibit A attached hereto and made a part hereof.
- B. Grantee is the owner of that certain real property (the "Grantee's Property") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and made a part hereof.
- C. A portion of the Grantee's driveway encroaches onto the Grantor's Property and the Grantor is willing to grant to Grantee a non-elusive easement (the "Easement") for over, across, thru, and upon the Easement Property, as defined below, for the sole purpose of pedestrian and vehicle ingress and egress. The legal description for the encroachment is set forth on Exhibit C attached hereto and made a part hereof (the "Easement Property").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **EASEMENT.**

Grantor does hereby grant to the Grantee a permanent non-exclusive easement appurtenant (the "Easement") over, across, thru, under and upon the Easement Property for the sole purpose of pedestrian and vehicle ingress and egress. This Easement shall be appurtenant to the Grantee's Property and shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee, their successors, assigns, and heirs.

2. **INDEMNITY.**

Grantee shall and does hereby indemnify, agree to defend and hold Grantor harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which Grantor may suffer, pay or incur as a result of:

(i) Any injury or damage to persons (including death) or property occurring in or upon the Easement Property in connection with any use by the Grantee, Grantee's invitees, Grantee's agents, Grantee's family members, Grantee's employees, and such invitees (the "Grantee Parties") of the Easement Property or in the exercise of the Easement by any of the Grantee Parties during the Easement Term;

(ii) Any breach or failure of the Grantee to perform any of its obligations under this Agreement;

(iii) Any fines, assessments, penalties, or other sums which Grantor may be required to pay as a result of any violations of the Declaration or any Governmental Requirements by any of the Grantee Parties in connection with its use of the Easement Property; and

For the avoidance of any doubt, under no circumstances shall Grantee be liable for any claims resulting from any environmental condition existing at the Easement Property on or prior to the date hereof.

5. **GRANTEE DEFAULT.** Notwithstanding anything contained herein to the contrary, in the event that the Grantee fails to perform any of its obligations under this Agreement, the Grantor, upon thirty (30) days advance written notice of default delivered to the Grantee (except in the case of an emergency), shall have the right, but not the obligation, to perform such obligations and shall be entitled to reimbursement from the Grantee for all costs incurred by the Grantor in performing such obligations.

6. **MISCELLANEOUS.** This Agreement may not be modified or amended except by a written instrument executed by Grantor or the then owner of the Easement Property and Grantee and any of its successors and assigns. Except for the rights granted herein to the Grantee Parties, this Agreement may not be assigned by Grantee without the prior written consent of Grantor, and any such assignment in violation of this Agreement shall be void at the option of Grantor. Time is of the essence in the performance by each party hereto of its respective obligations hereunder. This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement. The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof. Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. In the event of any violation or threatened violation of any of the terms and provisions of this Agreement by any party hereto or any of its respective heirs,

executors, personal representatives, administrators, successors and assigns, then the non-defaulting party shall have the right to exercise all rights and remedies available to such party at law or in equity including, without limitation, seeking injunctive relief to enjoin such violation or threatened violation, and any and all costs and expenses incurred by such non-defaulting party, including, without limitation, attorneys' fees and expenses, consultants' fees and expenses, court costs and all other expenses paid or incurred by the non-defaulting party, shall be paid by the defaulting party. This Agreement is not intended and shall not be construed to dedicate any easements to the general public or to grant to the general public any rights whatsoever.

[Signature Pages Follow]


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Shelby Cnty Judge of Probate, AL
01/18/2018 12:29:51 PM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

MCHAHON HIGHLANDS, LLC,
an Alabama limited liability company

By: Del VA
Name: Del Clayton
Title: Manager

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Del Clayton, whose name as Manager of MCHAHON HIGHLANDS, 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 for and as the act of said limited liability company.

Given under my hand and official seal this 10th day of January, 2018.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: **MY COMMISSION EXPIRES 03/18/2020**


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GRANTEE:

By:  Hylton Hicks
Printed Name: Scott Hicks Hylton Hicks
Title: OWNER

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott G. Hicks, and Hilton B. Hicks, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the date set forth herein.

Given under my hand and official seal this 18th day of January, 2018.


Notary Public

[NOTARIAL SEAL]

My commission expires: COMMISSION EXPIRES 03/18/2020

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
William C. Byrd, II, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8262



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EXHIBIT A

Legal Description of Grantor's Property

Lot 10 of McHahon Highlands at Shelby Springs Farm, as recorded in Map Book 28, Page 25 in the Probate Office of Shelby County, AL



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Shelby Cnty Judge of Probate, AL
01/18/2018 12:29:51 PM FILED/CERT

EXHIBIT B

Legal Description of Grantee's Property

Lot 11 of McHahon Highlands at Shelby Springs Farm, as recorded in Map Book 28, Page 25 in the Probate Office of Shelby County, AL


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EXHIBIT C

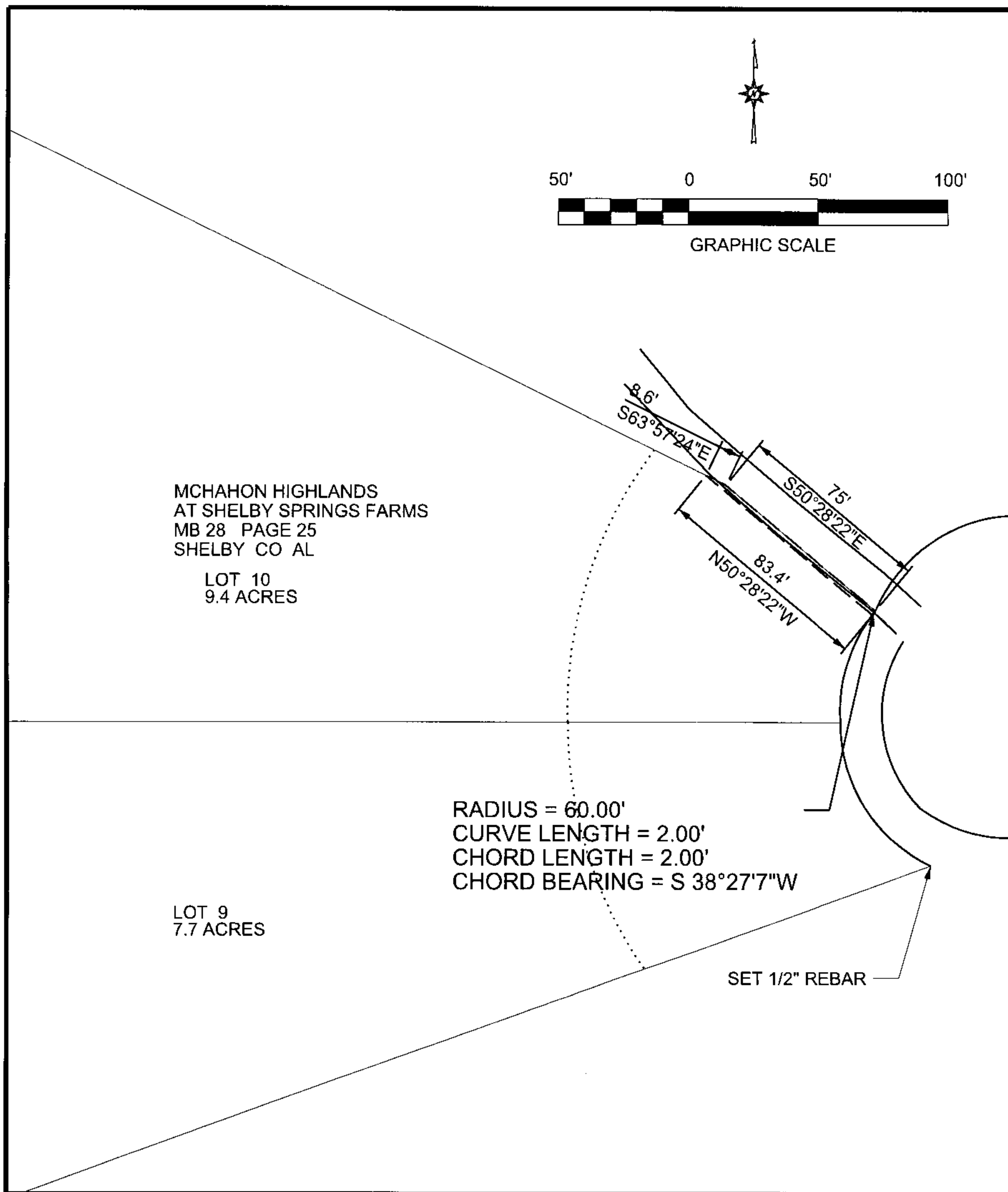
Easement Property

LEGAL DESCRIPTION OF EASEMENT

LOT 10 MCHAHON HIGHLANDS AT SHELBY SPRINGS FARMS

Commence at the Northeast Corner of Lot 10 of McHahon Highlands at Shelby Springs Farm, as recorded in Map Book 28, Page 25 in the Probate Office of Shelby County, AL; thence travel along a curve to the left with a radius of 60.00 feet and a curve distance of 2.00 feet, and having a chord bearing of South 38°27'07" West and having a chord distance of 2.00 feet, to a point; thence travel North 50°28'22" West a distance of 83.40' to a point; thence travel South 63°57'24" East a distance of 8.60 feet to a point; thence travel South 50°28'22" East a distance of 75.00 feet to a point, with said point being the Northeast Corner of Lot 10 of McHahon Highlands at Shelby Springs Farm, as recorded in Map Book 28, Page 25 in the Probate Office of Shelby County, AL North, and the point of commencement.


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INSITE
ENGINEERING

5800 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9696
FAX (205) 733-9697

CIVIL / GIS
INFRASTRUCTURE
ENVIRONMENTAL
PLANNING
COMMERCIAL
RESIDENTIAL

EASEMENT EXHIBIT FOR
LOT 10 OF MCHAHON HIGHLANDS
AT SHELBY SPRINGS FARMS

EXHIBIT 1
SCALE = 1"=50'



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