


ACCESS EASEMENT AGREEMENT

This Instrument Prepared By:
Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122


20180122000020640 1/9 \$39.50
Shelby Cnty Judge of Probate, AL
01/22/2018 09:24:31 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

\$500 Consideration

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 12th day of January, 2018, by and between **D.R. Horton, Inc. - Birmingham**, an Alabama corporation ("Grantee") and **Chelsea Park Holding, LLC**, a Delaware limited liability company ("Grantor").

Recitals:

Grantor is the owner of that certain parcel of real property located in Shelby County, Alabama and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property"). Grantee is the owner of that certain parcel of real property located in Shelby County, Alabama adjacent to the Grantor Property and more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Property").

Grantee intends to develop the Chelsea Park 15TH Sector (the "Subdivision") in accordance with the preliminary subdivision plat described on Exhibit "C" attached hereto and incorporated herein by reference (the "Plat"). Roads will be constructed through the Subdivision as labeled on the Plat, for purposes of providing ingress and egress to and from lots located within the Subdivision and Chelsea Park Crossings and Chelsea Park Road.

Grantee desires to obtain an access easement across the Grantor Property that will provide Grantee access to the Grantee Property to and from Chelsea Park Crossings and Chelsea Park Road. Grantor has agreed to grant Grantee easement rights over and across the Grantor Property, on and subject to the terms and conditions hereof.

Agreement:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all material respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, for no additional fee or charge other than that described herein for creating adequate consideration, for Grantee's use, enjoyment, and benefit, and the use, enjoyment, and benefit of Grantee's employees, agents, vendors, tenants, invitees, licensees, and successors and assigns with respect to the Grantee Property (collectively, the "Grantee Beneficiaries"), but subject to all matters now affecting title to or use of the Grantor Property, a perpetual, non-exclusive easement over and across the Grantor Property for the purpose of providing vehicular and pedestrian ingress and egress and the installation of utilities to and from the Grantee Property and Chelsea Park Crossings and Chelsea Park Road (the "Easement").

3. Easement Perpetual; Termination. Subject to the limitations contained herein, the Easement is perpetual, runs with the land, is intended to confer restrictions and benefits on and to the parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of the parties hereto or their respective successors and assigns, which agreement must be recorded in the filing office in which this Agreement is recorded. It is the intention of the parties hereto that the holders of all existing and future mortgages and other interests with respect to all or any portion of either the Grantor Property, the Grantee Property or the Easement shall acquire and/or hold their respective mortgages and other interests subject and subordinate to this Agreement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

4. Maintenance of Easement. Grantor shall, at Grantor's sole cost and expense and on or before the date that is eight (8) months following the date first set forth above, cause the Easement to be improved and paved to the minimum requirements of the City of Chelsea, Alabama (the "City") for a public road. Grantor shall use commercially reasonable efforts to cause the Easement to be dedicated to and accepted by the City as a public road that is maintained by the City. Upon such dedication, this Agreement and the Easement shall terminate. Until such time as the Easement has been dedicated to and accepted by the City, Grantor shall, at Grantor's sole cost and expense, maintain and repair the Easement. Notwithstanding any other provision herein, if for any reason Grantor does not complete the work required by this Section 4 by the scheduled completion date (the "Road Work"), then, Grantee, at Grantee's option, may elect to complete the Road Work, in which case all costs and expenses incurred by Grantee in doing so, plus ten percent (10%), shall be payable by Grantor to Grantee upon demand, and such amounts shall bear interest at twelve percent (12%) per annum until paid. Grantor hereby grants to Grantee a nonexclusive license to enter upon the Grantor's Property or any portion thereof, or any other property owned by Grantor, for the purpose of completing the Road Work. Grantor shall cooperate with and assist Grantee by providing any information which may be reasonably requested concerning completing the Road Work, and Grantor hereby authorizes and grants to Grantee a nonexclusive license to use all plans, contracts, materials and information which may be necessary or desirable for the completion of the Road Work and the payment of the costs thereof.

5. Damage to Roads. Notwithstanding anything contained herein to the contrary, if Grantee or any of the Grantee's employees, agents, vendors, tenants, invitees, licensees, and successors and assigns damages (where such damage results other than in the ordinary course of use of the Easement), destroys, or in any way impairs the Easement, Grantor, in its sole discretion, may (a) require Grantee to restore, at Grantee's sole cost and expense, the Easement to their original quality and condition; or (b) restore the Easement and invoice Grantee for Grantor's costs incurred in connection with restoring the damaged portion of the Easement, whereupon Grantee agrees to reimburse Grantor within thirty (30) days of receipt of an invoice for such expenses.

6. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

7. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns which become owners of the Grantor Property, the Grantee Property or the Easement or any portion thereof.

8. Attorney's Fees. In the event of any dispute concerning enforcement of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

9. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

10. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

11. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

12. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

[Remainder of Page Intentionally Left Blank—Signatures Follow on Subsequent Pages]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTOR:

Chelsea Park Holding, LLC, a Delaware limited liability company

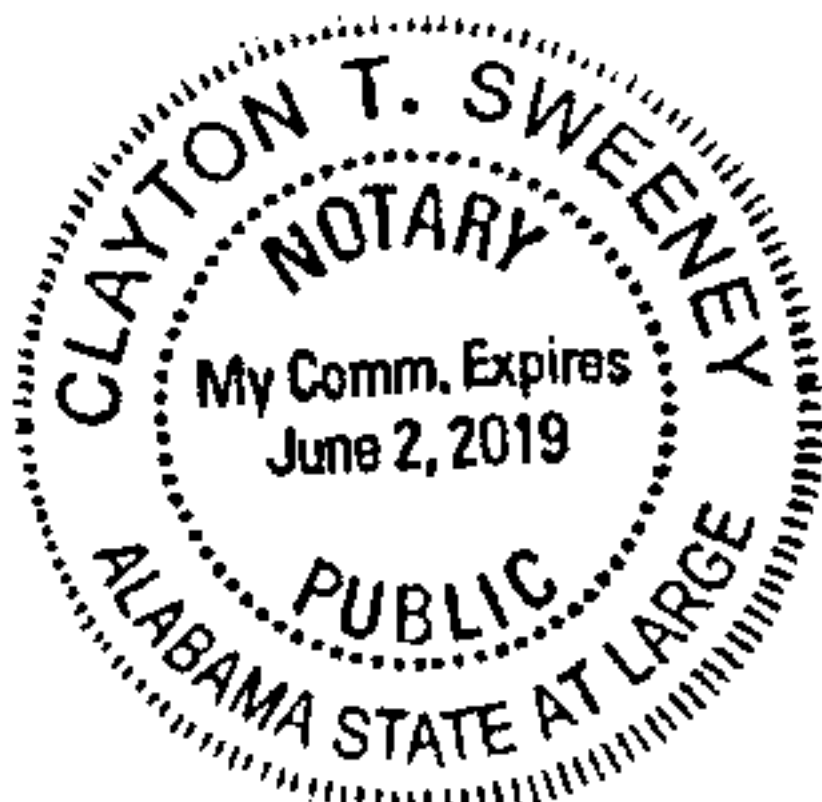
By: *Douglas D. Eddleman*
Name: DOUGLAS D. EDDLEMAN
As Its: MANAGING MEMBER

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as the Managing Member of **Chelsea Park Holding, LLC**, a Delaware limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said agreement, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 12th day of January, 2018.

{SEAL}



[Signature]
NOTARY PUBLIC
My Commission Expires: 6-2-2019

[Remainder of Page Intentionally Left Blank—
Grantee's Signature and Notary Acknowledgment Follow on Next Page]

GRANTEE:

D.R. HORTON, INC.—BIRMINGHAM,
an Alabama corporation

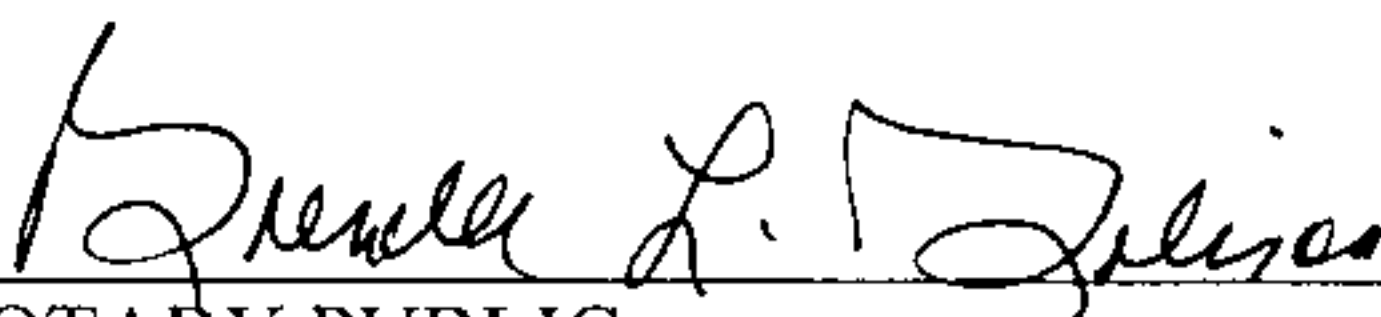
By: 
Julia L. Dummitt, Assistant Secretary

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned notary public in and for said County in said State, hereby certify that Julia L. Dummitt, whose name as Assistant Secretary of D.R. Horton, Inc. - Birmingham, an Alabama corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 4th day of January, 2018.

{SEAL}


NOTARY PUBLIC
My Commission Expires:

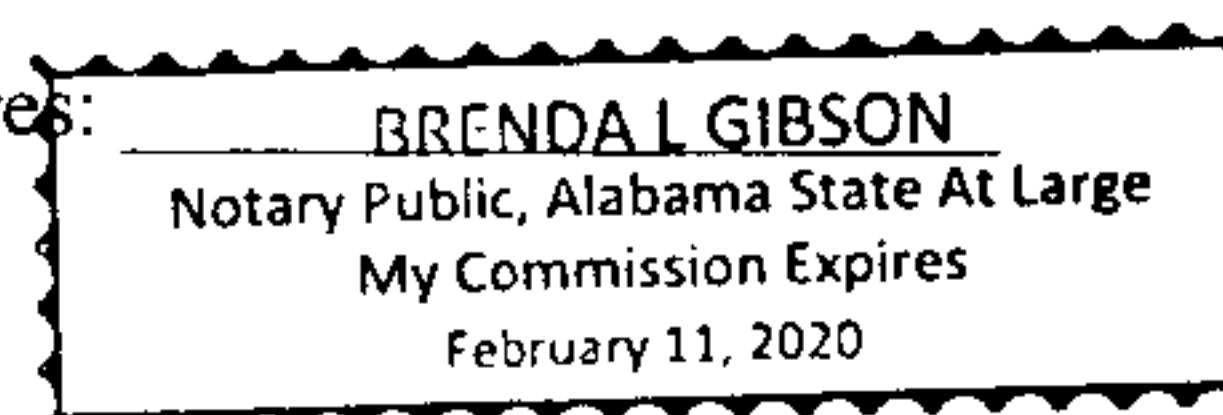


EXHIBIT "A"
DESCRIPTION OF GRANTOR PROPERTY

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 31, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28 SECONDS WEST FOR 1026.11; THENCE RUN SOUTH 00 DEGREES 51 MINUTES 32 SECONDS EAST FOR 52.75 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND BEING AN INGRESS, EGRESS AND UTILITY EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 74 DEGREES 54 MINUTES 31 SECONDS WEST FOR 87.60 FEET; TO A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 530.70 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 52 MINUTES 03 SECONDS EAST, AND A CHORD LENGTH OF 149.33 FEET; THENCE RUN ALONG SAID ARC FOR 149.83 FEET; THENCE RUN NORTH 58 DEGREES 45 MINUTES 32 SECONDS EAST FOR 60.11 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 470.70 FEET, A CHORD BEARING OF NORTH 23 DEGREES 06 MINUTES 02 SECONDS WEST, AND A CHORD LENGTH OF 72.80 FEET; THENCE RUN ALONG SAID ARC FOR 72.88 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 27.41 FEET; THENCE RUN NORTH 14 DEGREES 56 MINUTES 05 SECONDS WEST FOR 60.00 FEET TO THE POINT OF BEGINNING .

SAID TRACT OF LAND CONTAINING 10167.67 SQ. FT. OR 0.23 ACRES MORE OR LESS.

EXHIBIT "B"
DESCRIPTION OF GRANTEE PROPERTY

PARCEL A

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, THE SOUTHEAST 1/4 OF SECTION 30, THE NORTHEAST 1/4 OF SECTION 31, THE NORTHWEST 1/4 OF SECTION 32, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST SHELBY COUNTY, ALABAMA THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION FOR 654.05 FEET,; TO THE POINT OF BEGINNING: THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 345.71 FEET; THENCE RUN NORTH 85 DEGREES 42 MINUTES 59 SECONDS WEST FOR 169.42 FEET; THENCE RUN NORTH 89 DEGREES 27 MINUTES 50 SECONDS WEST FOR 114.91 FEET; THENCE RUN SOUTH 88 DEGREES 08 MINUTES 18 SECONDS WEST FOR 177.81 FEET; THENCE RUN NORTH 78 DEGREES 33 MINUTES 11 SECONDS WEST FOR 73.63 FEET; THENCE RUN SOUTH 59 DEGREES 35 MINUTES 50 SECONDS WEST FOR 148.28 FEET; THENCE RUN SOUTH 09 DEGREES 43 MINUTES 30 SECONDS WEST FOR 99.85 FEET; THENCE RUN SOUTH 16 DEGREES 07 MINUTES 39 SECONDS EAST FOR 106.30 FEET; THENCE RUN SOUTH 03 DEGREES 39 MINUTES 08 SECONDS WEST FOR 152.50 FEET; THENCE RUN SOUTH 20 DEGREES 21 MINUTES 06 SECONDS WEST FOR 52.20 FEET; THENCE RUN SOUTH 21 DEGREES 35 MINUTES 21 SECONDS WEST FOR 87.67 FEET; THENCE RUN SOUTH 01 DEGREES 28 MINUTES 53 SECONDS EAST FOR 113.74 FEET; THENCE RUN SOUTH 03 DEGREES 33 MINUTES 43 SECONDS EAST FOR 161.20 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 124.19 FEET; THENCE RUN SOUTH 43 DEGREES 49 MINUTES 40 SECONDS WEST FOR 24.83 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 43 DEGREES 49 MINUTES 40 SECONDS EAST FOR 19.68 FEET; THENCE RUN SOUTH 46 DEGREES 10 MINUTES 20 SECONDS EAST FOR 129.35 FEET; THENCE RUN NORTH 65 DEGREES 20 MINUTES 36 SECONDS EAST FOR 599.77 FEET; THENCE RUN NORTH 06 DEGREES 45 MINUTES 15 SECONDS WEST FOR 281.25 FEET; THENCE RUN NORTH 04 DEGREES 23 MINUTES 18 SECONDS WEST FOR 157.34 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 659,319.06 SQ. FT. OR 15.14 ACRES MORE OR LESS.

PARCEL B

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30 AND THE NORTHEAST QUARTER OF SECTION 31, ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 28" WEST FOR 63.98 FEET TO THE TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 28.37 FEET; THENCE RUN NORTH 15 DEGREES 47 MINUTES 01 SECONDS WEST FOR 155.60 FEET; THENCE RUN NORTH 63 DEGREES 20 MINUTES 31 SECONDS WEST FOR 127.79 FEET; THENCE RUN SOUTH 87 DEGREES 31 MINUTES 22 SECONDS WEST FOR 226.12 FEET; THENCE RUN SOUTH 40 DEGREES 24 MINUTES 09 SECONDS WEST FOR 590.69 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A CHORD BEARING OF NORTH 41 DEGREES 04 MINUTES 23 SECONDS WEST, AND A CHORD LENGTH OF 138.89 FEET; THENCE RUN ALONG SAID ARC FOR 140.90 FEET; TO A COMPOUND CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 19 DEGREES 38 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 34.66 FEET; THENCE RUN ALONG SAID ARC FOR 38.30 FEET; THENCE RUN NORTH 26 DEGREES 28 MINUTES 29 SECONDS WEST FOR 60.00 FEET; TO A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF SOUTH 69 DEGREES 13 MINUTES 01 SECONDS WEST, AND A CHORD LENGTH OF 29.75 FEET; THENCE RUN ALONG SAID ARC FOR 29.80 FEET; THENCE RUN SOUTH 74 DEGREES 54 MINUTES 31 SECONDS WEST FOR 77.71 FEET; THENCE RUN SOUTH 14 DEGREES 56 MINUTES 05 SECONDS EAST FOR 60.00 FEET; THENCE RUN NORTH 74 DEGREES 54 MINUTES 31 SECONDS EAST FOR 13.84 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 63 DEGREES 31 MINUTES 29 SECONDS EAST, AND A CHORD LENGTH OF 33.17 FEET; THENCE RUN ALONG SAID ARC FOR 36.27 FEET; TO A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 314.04 FEET; THENCE RUN ALONG SAID ARC FOR 330.50 FEET; THENCE RUN SOUTH 04 DEGREES 55 MINUTES 15 SECONDS WEST FOR 95.00 FEET; THENCE RUN SOUTH 76 DEGREES 27 MINUTES 32 SECONDS EAST FOR 65.62 FEET; THENCE RUN SOUTH 86 DEGREES 01 MINUTES 14 SECONDS EAST FOR 67.94 FEET; THENCE RUN NORTH 85 DEGREES 13 MINUTES 31 SECONDS EAST FOR 70.56 FEET; THENCE RUN NORTH 66 DEGREES 18 MINUTES 14 SECONDS EAST FOR 70.43 FEET; THENCE RUN NORTH 49 DEGREES 53 MINUTES 28 SECONDS EAST FOR 70.42 FEET; THENCE RUN NORTH 45 DEGREES 39 MINUTES 18 SECONDS EAST FOR 62.68 FEET; THENCE RUN NORTH 43 DEGREES 35 MINUTES 03 SECONDS EAST FOR 255.00 FEET; THENCE RUN NORTH 47 DEGREES 06 MINUTES 57 SECONDS EAST FOR 131.20 FEET; THENCE RUN NORTH 27 DEGREES 51 MINUTES 56 SECONDS EAST FOR 45.72 FEET TO THE POINT OF BEGINNING

SAID TRACT OF LAND CONTAINING 323300.63 SQ. FT. OR 7.42 ACRES MORE OR LESS.

EXHIBIT "C" **PRELIMINARY PLAT**

