

\$500

This document prepared by:
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600 University Park Place, Suite 100
Birmingham, Alabama 35209

STATE OF ALABAMA
COUNTY OF SHELBY

INGRESS, EGRESS AND USE EASEMENT AGREEMENT

This Ingress, Egress and Use Easement Agreement ("Agreement") is made and entered into as of the 5th day of July, 2018, by and between RAY DAVIS and spouse, JO ANN DAVIS, individual residents of Shelby County, Alabama (collectively "Grantor") and THE CREST AT GREYSTONE ASSOCIATION, INC., an Alabama non-profit corporation ("Grantee")

RECITALS

WHEREAS, Grantee is the owner of that certain real property situated in Shelby County, Alabama, a portion of which consists of a surface water retention pond (hereinafter referred to as the "Pond"), as depicted on the attached Exhibit A and incorporated herein by reference ("Grantee's Property") which is adjacent to Grantor's Property; and

WHEREAS, Grantor is the owner of that certain real property situated in Shelby County, Alabama, which is adjacent to the Grantee's Property, a legal description of which real property is attached as Exhibit B and incorporated herein by reference ("Grantor's Property"); and

WHEREAS, in consideration of the Grantee landscaping the area around the Pond ("Grantee's Landscaping"), Grantor has previously placed a well on Grantor's property to service the Pond on Grantee's Property as well as the sprinkler system on Grantee's Property ("Grantee's Sprinkler System") which is used for the Pond and to water the Grantee's Landscaping around the Pond (the "Well"); and

WHEREAS, Grantor has landscaped the area near the Pond which is on Grantor's Property ("Grantor's Landscaping") and has installed a sprinkler system on Grantor's Property, separate from Grantee's Sprinkler System, to water Grantor's Landscaping ("Grantor's Sprinkler System"); and

WHEREAS, Grantee is responsible for maintaining the Grantee's Landscaping in an upscale manner consistent with the past pattern and practices since the Grantee's Landscaping was initially planted, the Grantee's Sprinkler System, the Pond, the Dam and the Well; and

WHEREAS, Grantor is responsible for maintaining the Grantor's Landscaping in an upscale manner consistent with the past pattern and practices since the Grantor's Landscaping was

initially planted and the Grantor's Sprinkler System; and

WHEREAS, the Well is now functioning and the Grantee shall continue to maintain the Well and shall have the right to use the Well for whatever purpose Grantee desires in its absolute and sole discretion and, in furtherance thereof, Grantor shall grant to the Grantee full access to the Grantor's Property necessary for the Grantee to maintain and repair the Well consistent with past pattern and practice; and

WHEREAS, the Grantee shall retain all rights in the Grantee's Property including the right and obligation of Grantee to maintain the Grantee's Landscaping, Grantee's Sprinkler System, the Pond and the Dam located on the Grantee's Property but shall use the road and parking area across the Pond on Grantee's Property for parking and access to the Pond, the Dam, the Grantee's Landscaping and the Grantee's Sprinkler System; and

WHEREAS, the parties desire to reduce their agreement regarding the matters set forth herein to writing, such that this document is in recordable form and will be recorded affecting both the Grantor's Property and the Grantee's Property, and in particular the affirmation of the parties that this Easement and all provision contained herein shall run with the Grantor's Property and the Grantee's Property.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and the mutual promises and covenants contained herein, the parties agree as follows:

1. **Grant of Easement:** Grantor grants to the Grantee, their successors and assigns a perpetual, non-exclusive ingress and egress easement appurtenant to and running with the Grantee's Property over the Grantor's Property for the purpose of maintenance and repair to the Well. Grantee shall be responsible for any damage caused by the Grantee or its employees, contractors or invitees on the Grantor's Property and make commercially reasonable efforts to return the Grantor's Property to a similar condition that existed before said damage occurred.

2. **Grant of License:** Grantor further grants to the Grantee a non exclusive perpetual license to use the Well and the water from the Well for the Grantee's use as it sees fit.

3. **Reservation of Grantee's Rights:** Notwithstanding anything provided herein to the contrary, Grantee, for itself and its successors and assigns, reserves the right to the use of Grantee's Property as it sees fit so long as the same does not unreasonably interfere with Grantor's use of the Grantor's Property.

4. **Maintenance of the Pond, Dam and Well:** Grantee shall be responsible for the maintenance and repair of the Pond with all of its components, the Dam, the Grantee's Landscaping, the Grantee's Sprinkler System and the Well.

5. **Obligations of the Grantor.** The Grantor shall be responsible for maintenance of the Grantor's Landscaping on Grantor's Property in an upscale manner consistent with past pattern

and practices and shall maintain Grantor's Sprinkler System adequate to service the Grantor's Landscaping on Grantor's Property which shall include without limitations, refreshment Landscaping, repair and maintenance of the Landscaping and repair, maintenances and replacement of all equipment and machinery necessary to maintain the Landscaping in an "upscale manner" consistent with past pattern and practice and consistent with the residences on Greystone Crest.

6. **Indemnification of Grantor:** Grantee, and its successors and/or assigns, including future owners of the Grantee's Property hereby indemnifies and holds harmless Grantor, its respective heirs, successors and assigns, from and against any claims, demands, causes of action, loss, costs and expenses arising from and in connection with the Grantee's use of the Grantor's Property in connection with the maintenance and repair of the Well or any injury to the Grantor, Grantor's family, agents or invitees, or any other third party on the Grantor's Property, including the cost and/or attorney's fee incurred to enforce this indemnification.

7. **Binding Agreement:** The rights and obligations of the Grantor and the rights and obligations of the Grantee set out herein which include, without limitation, the easements, restrictions, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon Grantor and Grantee hereto, and all its/their assigns, grantees and successors-in-interest, and all persons or entities or other parties from time to time owning any interest in either or both Grantor's Property and Grantee's Property. Further all rights and obligations referred to next herein above shall be deemed to benefit, burden and run with the land comprising each and both Grantor's Property and Grantee's Property, in perpetuity and shall be binding upon and inure to the benefit and the burden of all successor title owners of Grantor's Property and Grantee's Property, including, without limitation, each of their respecting heirs, personal representatives successors and assigns forever.

8. **Other Covenants:** The parties acknowledge that both the Grantor's Property and the Grantee's Property are subject to certain other easements, covenants, restrictions and rights-of-way of record which shall not be affected by this instrument.

9. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle either Grantor or Grantee, or successors in interest to cancel, rescind or otherwise terminate this Agreement, but such breach shall not affect in any manner any other rights or remedies which either may have hereunder by reasons of any breach of this Agreement.

10. **Purchaser's or Lessee's Acceptance.** Any purchaser or lessee of the Grantor's Property and/or the Grantee's Property or any portion thereof, by acceptance of a deed conveying title thereto or by acceptance of a lease thereof, or any other form of conveyance of all or any portion of the Grantor's Property and /or the Grantee's Property, whether from Grantor and/or Grantee or from any subsequent owner, shall be deemed thereby to have accepted such deed or

lease or conveyance of an interest in the Grantor's Property and/or Grantee's Property subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein this Agreement and applicable to the Grantor's Property and/or Grantee's Property so acquired by a successor. By such acceptance, any such purchaser or lessee or other document of conveyance shall for itself and its successors, assigns, heirs and personal representatives, be deemed to have covenanted, consented, and agreed to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to, and as applicable to, the Grantor's Property and/or the Grantee's Property so acquired.

11. **No Waiver.** No waiver by a party of any default of any obligation by another party shall be implied from any omission by such party to take any action with respect to such default. The waiver by a party of a default by another party shall not constitute a waiver of any other default by said party or a waiver of default by such other party.

12. **Severability.** In the event any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

13. **Modification.** This Agreement constitutes the entire agreement between the parties hereto and may be amended or modified only upon the written consent of the record title owners of the Grantor's Property and record title owner of the Grantee's Property or their successor in title.

14. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any of Grantor's Property and/or Grantee's Property to the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

15. **Default.**

In the event of the default by either party in the performance of its obligations under this Agreement, the non-defaulting party may give written notice thereof to the defaulting party, and if the defaulting party fails to cure the default within thirty (30) days thereafter (or if the same cannot be reasonably cured within thirty (30) days, fails to commence said cure within the thirty (30) day period and proceed diligently to cure the same), the non-defaulting party, at its option, may enter up the defaulting party's property and perform on behalf of the defaulting party the defaulted obligation. The defaulting party reserves the right to contest whether it is in default. The defaulting party shall bear all reasonable out-of-pocket costs and expenses of the non-defaulting party incurred in the performance of such defaulted obligation, and the amount of such expenses plus per annum interest thereon at Prime as established by Regions Bank from the date of

expenditure by the non-defaulting party to the date of reimbursement by the defaulting party shall be payable by the defaulting party upon written demand by the non-defaulting party. The defaulting party shall also pay to the non-defaulting party the reasonable out-of-pocket costs of collection of such amounts, including reasonable attorneys' fees, if such amounts are not paid within thirty (30) days after the defaulting party's receipt of a written request from non-defaulting party for the payment of such costs and corresponding evidence of such costs and expenses, including but not limited to paid invoices for the same. Nothing in this paragraph shall be deemed to limit any other remedy at law or in equity which the non-defaulting party may have with respect to such default, including, without limitation, a suit or suits for injunction, specific performance and damages.

16. **Notices.** Any notice or demand given or served by one party to the other shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, postage prepaid, personal hand delivery, or by a recognized overnight courier service (such as UPS or Federal Express), addressed as follows:

Grantee: The Crest at Greystone Association, Inc.
C/O Associa McKay Management
5 Riverchase Ridge,
Birmingham, AL 35244

Grantor: Mr. and Mrs. Ray Davis
1015 Greystone Crest
Hoover, Alabama 35242

Notices and demands shall be deemed effective upon receipt thereof. The person and place to which notices are to be sent may be changed by a party upon written notice to the other party. Written notice of a change of recipient and or address is the responsibility of the party making the change.

17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed effective the 5th day of July, 2018.

GRANTOR:

RAY DAVIS

JO ANN DAVIS

GRANTEE:

THE CREST AT GREYSTONE ASSOCIATION, INC.

By: [Signature]
Its President

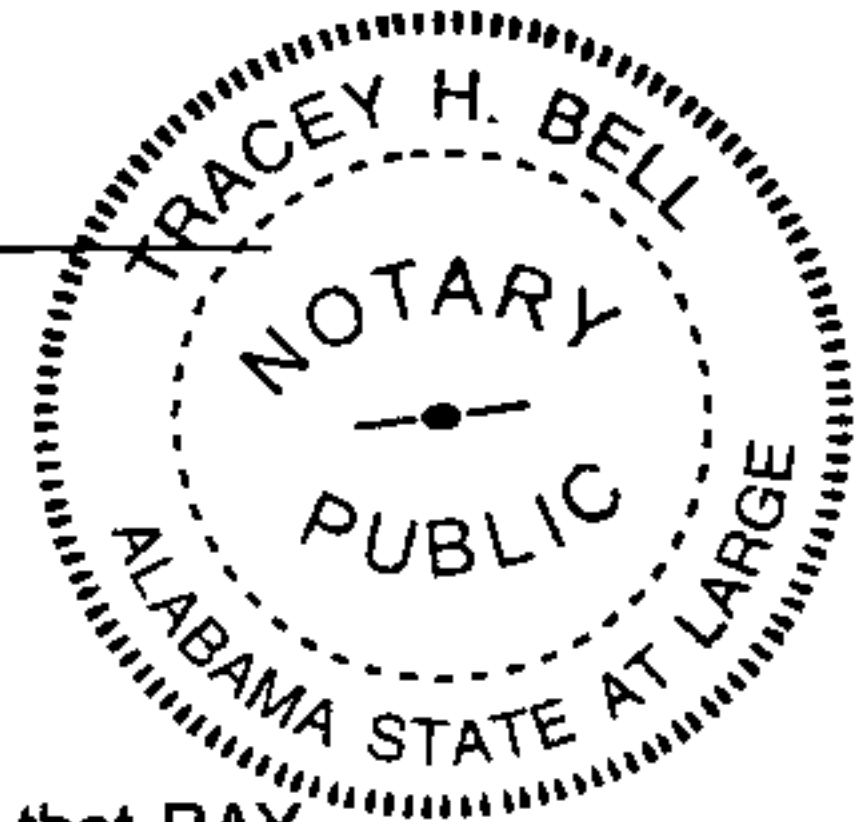
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David Adams, whose name as President of The Crest at Greystone Association, Inc. an Alabama non-profit corporation, 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 the foregoing Instrument, he, in said capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

18. Given under my hand and official seal this 6th day of July, 2018.

[SEAL]

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/07/2021



STATE OF ALABAMA
COUNTY OF SHELBY

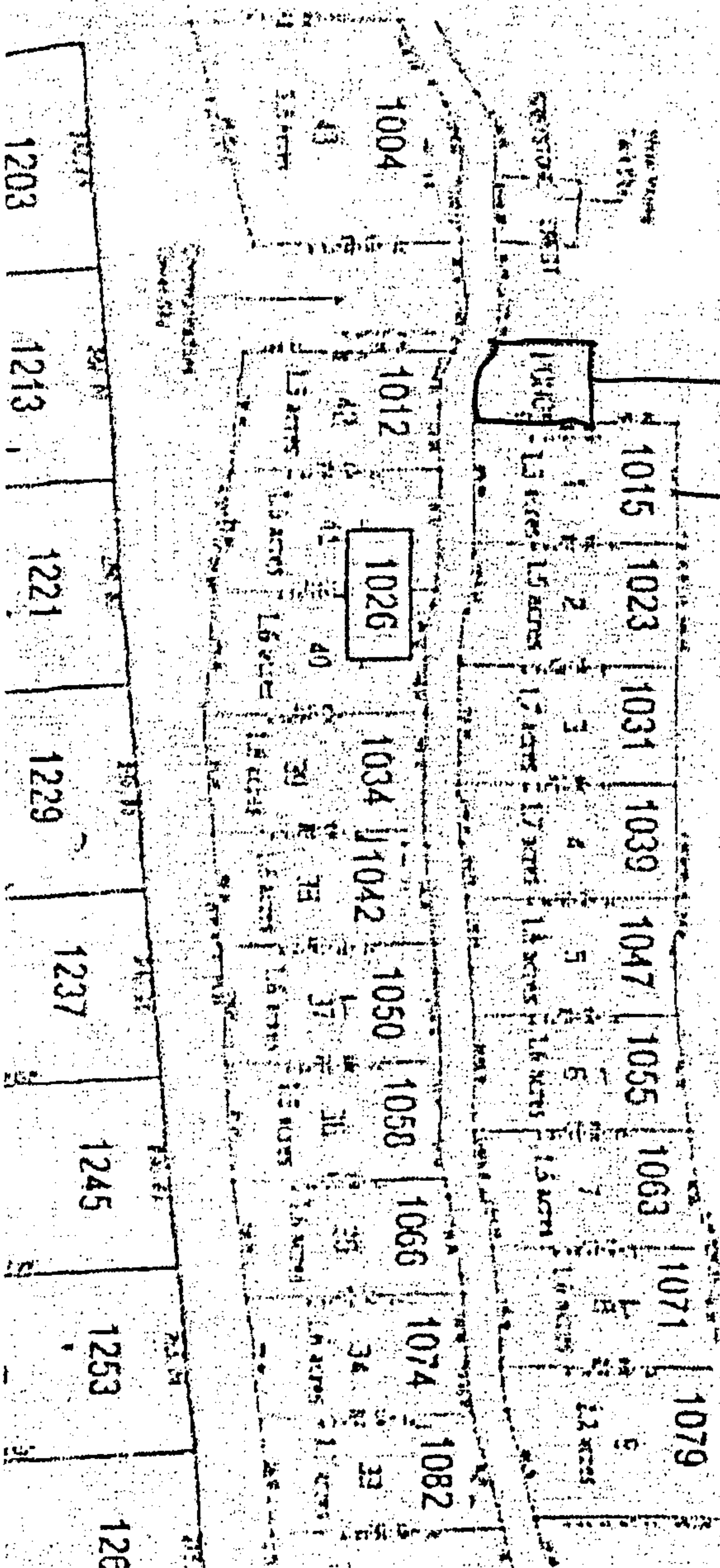
I, the undersigned Notary Public in and for said County, in said State, hereby certify that RAY DAVIS and JOANN DAVIS, whose names are signed to the foregoing Instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Instrument, they executed the same voluntarily.

Given under my hand and official seal this 5th day of July, 2018.
[Signature]
NOTARY PUBLIC
My Commission Expires: 11-6-18

[SEAL]



EXHIBIT A



20180706000240880 7/8 \$36.50
 Shelby Cnty Judge of Probate, AL
 07/06/2018 11:50:12 AM FILED/CERT

EXHIBIT B

Lot 1, according to the Amended Map of The Crest at Greystone, as recorded in Map Book 18, Page 17 A, B, C & D, in the Probate Office of Shelby County, Alabama.



20180706000240880 8/8 \$36.50
Shelby Cnty Judge of Probate, AL
07/06/2018 11:50:12 AM FILED/CERT