

THIS INSTRUMENT PREPARED BY:
Walter F. Scott III, Esq.
GALLOWAY, SCOTT, MOSS & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, Alabama 35209
Telephone: (205) 949-5580

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STATE OF ALABAMA)
:
SHELBY COUNTY)

EASEMENT AGREEMENT
("Agreement")

Effective as of November 15, 2018

ERNEST LEE and CANDACE LEE, husband and wife (collectively, the "Grantor"), and CALDWELL CROSSINGS DENTISTRY PROPERTY, LLC, an Alabama limited liability company ("Grantee") agree as follows:

WITNESSETH:

WHEREAS, Grantor is the owner of real property located in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto (the "Lee Property"); and

WHEREAS, Grantee is the owner of that certain parcel of real property located adjacent to the Lees Property, as more particularly described on Exhibit "B" attached hereto (the "CCDP Property"); and

WHEREAS, the buildings located on the Lee and CCDP Properties have the existing driveway entrance shown on Exhibit "C" and their parking spaces shown on Exhibit C existing on Lot 2; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement for access, ingress and egress by pedestrians and vehicles, tenants, customers and invitees, over and across that portion of the Lee Property, as more particularly described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Area"), pursuant to the terms and conditions more specifically set forth herein.

NOW THEREFORE, and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:



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1. **Access and Parking Easement**

(a) **Grant of Access, Parking, Ingress and Egress Easement across the Easement Area.** Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, and all tenants, licensees and invitees of Grantee, a non-exclusive and perpetual easement appurtenant to the Lee Property, over, across, along, under and through the Easement Area, only for the purpose of vehicular and pedestrian ingress, egress and parking.

(b) **No Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or maintained on the Easement Area, or any portion thereof, which shall materially prevent or impair the use or exercise of the easement granted herein, or the access and movement of pedestrian and vehicular traffic thereon, except for routine maintenance.

(c) **Driveway Maintenance.** Grantee shall not have any obligation to maintain the driveway located on the Easement Area.

2. **Private Agreement.**

(a) **Covenants Running with the Land.** The rights, privileges, obligations and easements herein granted are for the non-exclusive use, enjoyment and benefit of Grantee, Grantee's successors, assigns, mortgagees, tenants, licensees and invitees, as more fully set out in this Agreement, and burden Grantor, their heirs, personal representatives, successors, assigns, mortgagees, tenants, licensees and invitees, as more specifically set out in this Agreement. The obligations and benefits contained herein are covenants running with the properties referenced herein.

(b) **Non-Merger.** The ownership at any time during the term of this Agreement of the Easement Area or any interest therein, by the same owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement.

3. **General Provisions**

(a) **Notices.** Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as listed in the County Tax Assessor's Office.

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return



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receipt or a response; and (ii) if given by personal delivery or by overnight air courier, when delivery is made to or rejected at the appropriate address.

(b) Rights and Remedies. It is expressly understood and agreed that upon a breach of this Agreement by Grantor and Grantee, the non-breaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief; provided that such non-breaching party shall not be entitled to bring or maintain an action to terminate this Agreement.

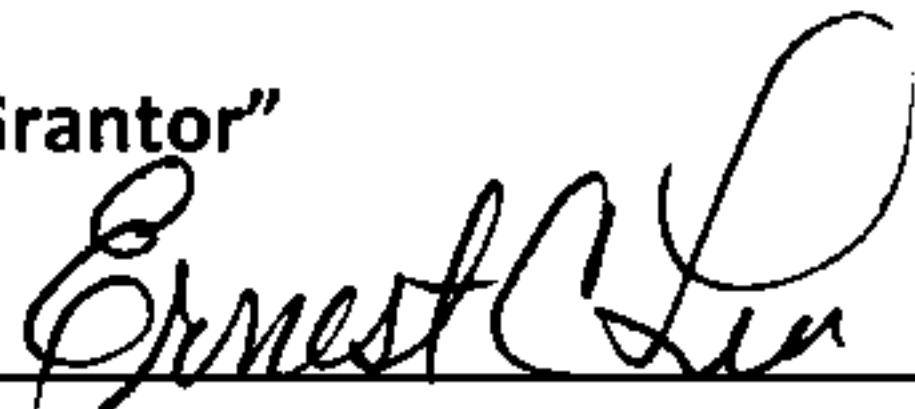
(c) Estoppel Certificates. From time to time upon request in writing from Grantee, but not to exceed two times annually, Grantor agrees to execute, acknowledge and deliver to Grantee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and any other factual data relating to this Agreement which Grantee may reasonably request. Grantor shall execute and deliver such written statement to the Grantee within twenty (20) days of its receipt of such written statement.

(d) General Provisions. This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement shall not be modified or amended except by mutual written agreement. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. This Agreement is binding on the parties and their respective heirs, personal representatives, successors and assigns.


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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

"Grantor"

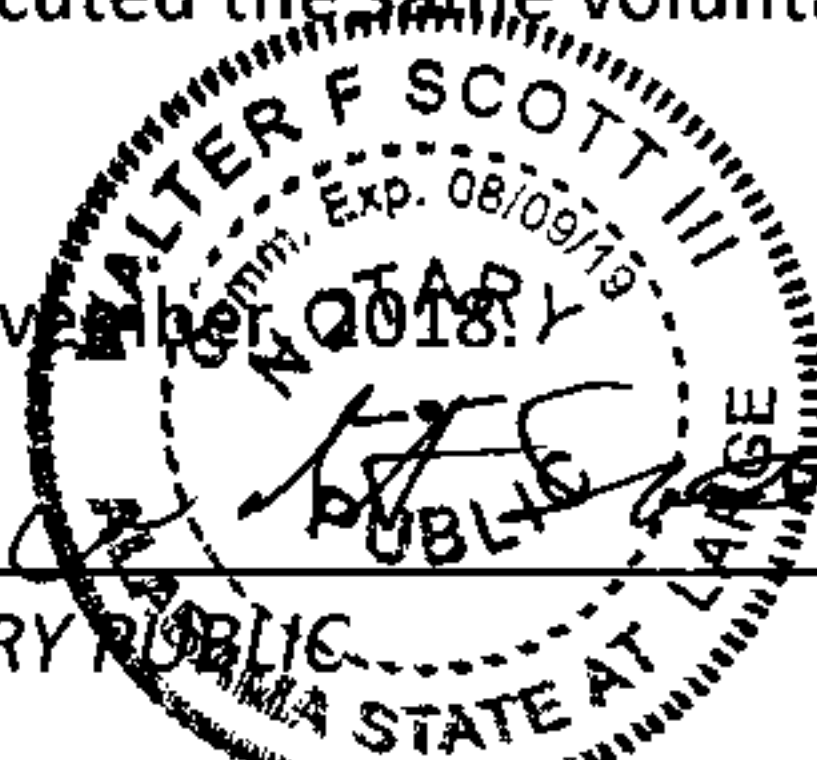

Ernest C. Lee


Candace S. Lee

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Ernest C. Lee and Candace S. Lee, 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 said instrument, they executed the same voluntarily on the day the same bears date.

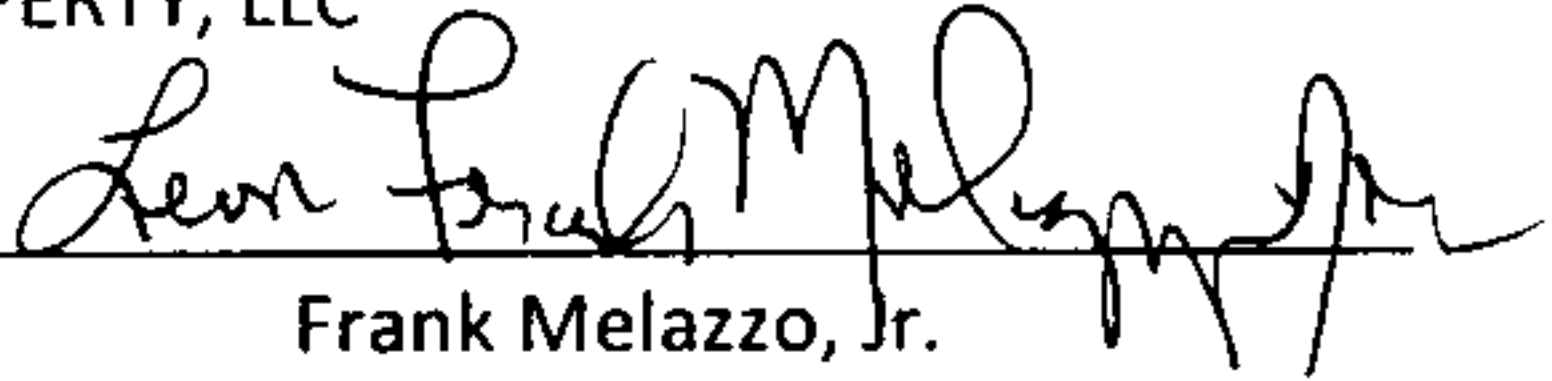
GIVEN under my hand and seal, this 15th day of November 2018.


NOTARY PUBLIC
STATE OF ALABAMA


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"Grantee"

CALDWELL CROSSINGS DENTISTRY
PROPERTY, LLC

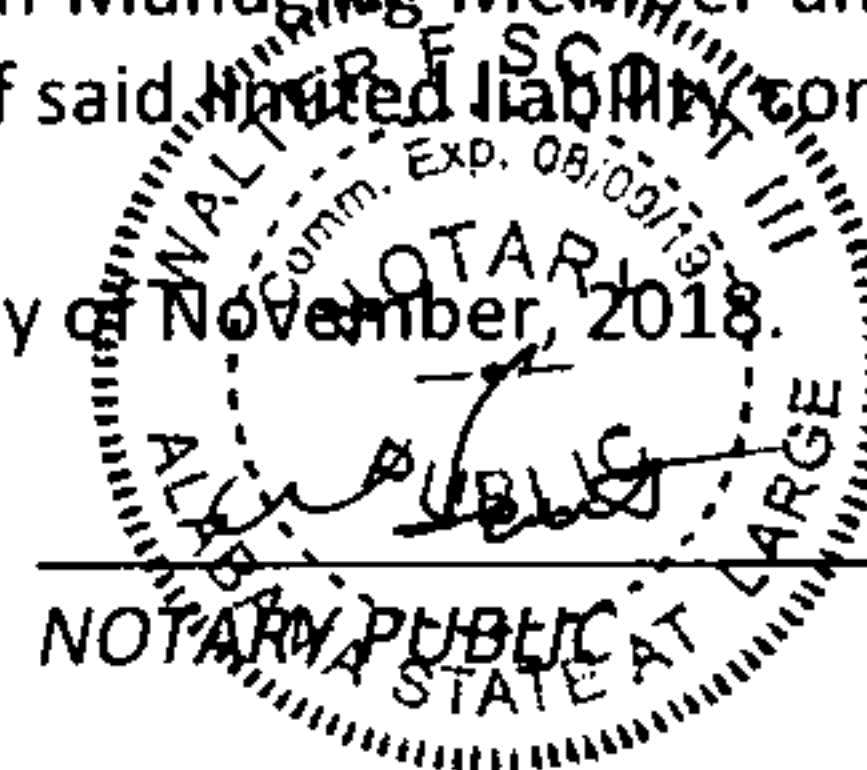
By: 
Frank Melazzo, Jr.

Its: Managing Member

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Frank Melazzo, Jr., whose name as Managing Member of Caldwell Crossings Dentistry Property, 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 the said instrument, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and seal, this 15th day of November, 2018.




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EXHIBIT "A"

Legal Description of Lee Property

Lot 2, according to the Survey of Lee's Subdivision, as recorded in Map Book 43, Page 80, in the Probate Office of Shelby County, Alabama.

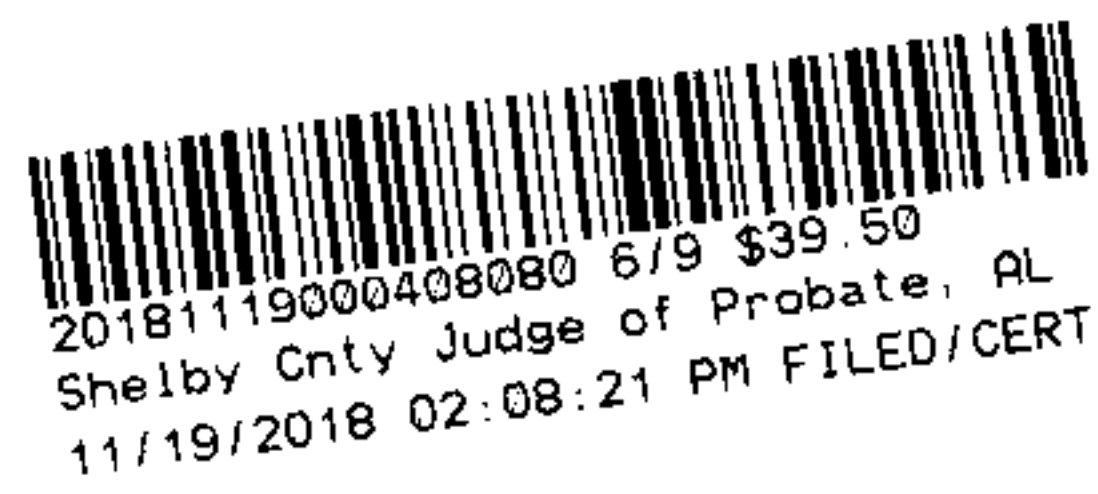


EXHIBIT "B"

Legal Description of Caldwell Crossings Dentistry Property, LLC Property

Lot 1, according to the Survey of Lee's Subdivision, as recorded in Map Book 43, Page 80, in the Probate Office of Shelby County, Alabama.

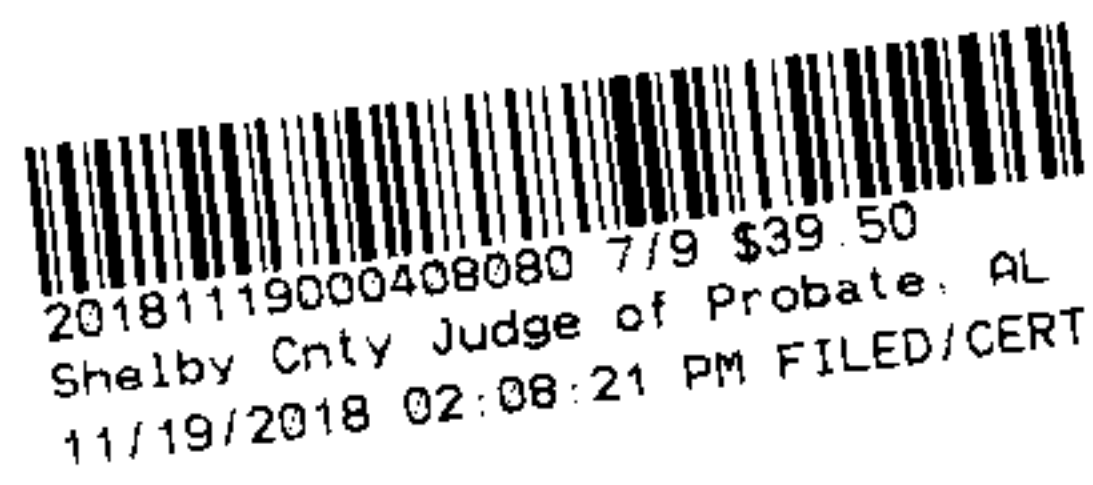


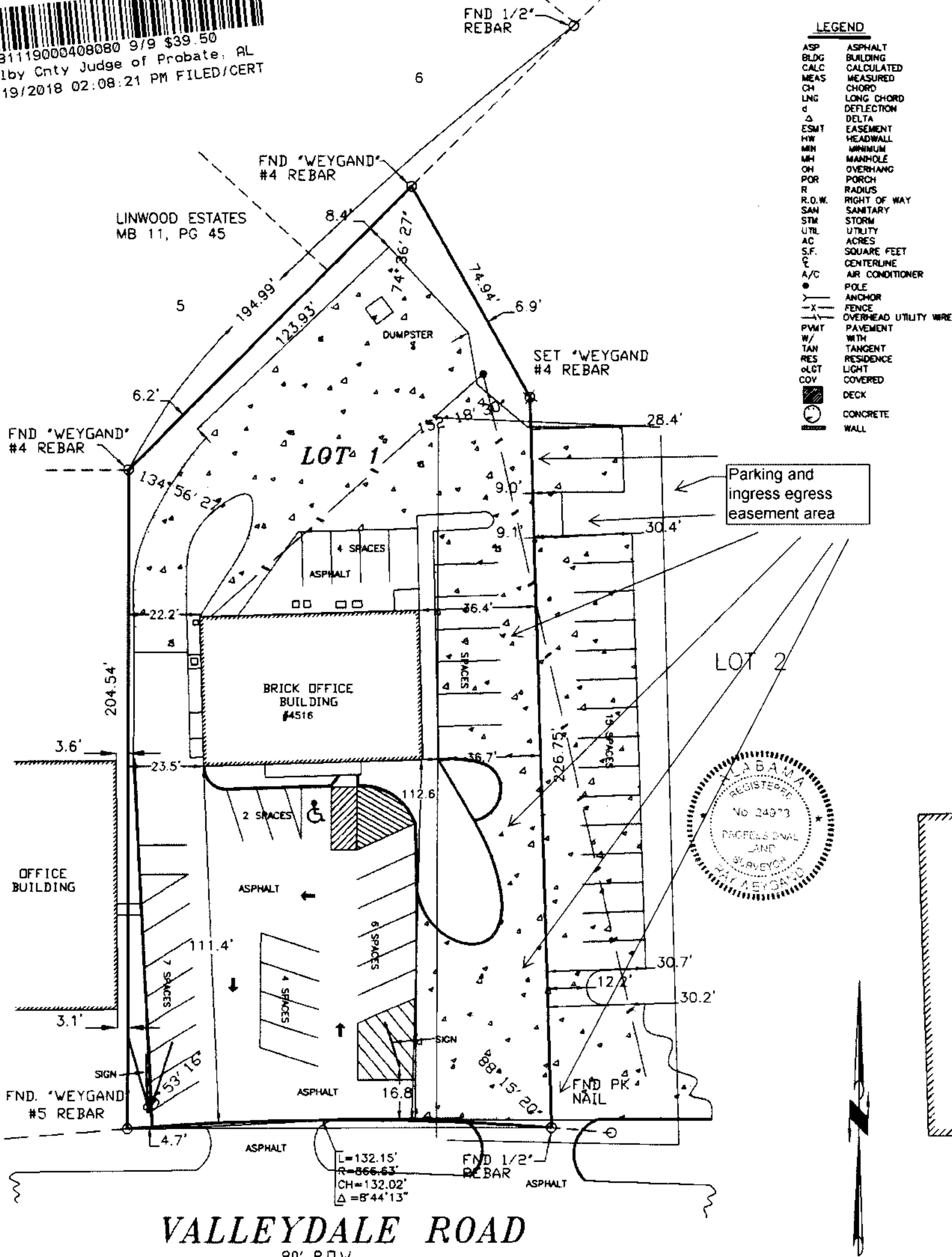
EXHIBIT "C"

Easement Area



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VALLEYDALE ROAD 80' R.O.W.

SCALE: 1"=30'
 STATE OF ALABAMA
 SHELBY COUNTY

"Closing Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time that I have surveyed Lot 1, LEE'S SUBDIVISION, as recorded in Map Volume 43, Page 80, in the Office of the Judge of Probate, Shelby County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of OCTOBER 18, 2018. Survey invalid if not sealed in red.

Order No. 1500
 Purchaser
 Address 4516 VALLEYDALE ROAD

[Signature]
 Ray Weygand Reg. L.S. #24973
 189 Oxmoor Road, Homewood, AL 35209
 Phone (205) 942-0086 Fax (205) 942-0087
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Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries, or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

Shelby County, AL 11/19/2018
 State of Alabama
 Deed Tax: \$50