


STATE OF ALABAMA
COUNTY OF SHELBY


20200807000338950 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
08/07/2020 01:53:34 PM FILED/CERT

DRIVEWAY EASEMENT

THIS DRIVEWAY EASEMENT is made, established and granted on this 2nd day of July, 2020, by **HOLLAND HOMES, LLC**, an Alabama limited liability company, hereinafter referred to as "HOLLAND HOMES."

WHEREAS, HOLLAND HOMES owns that certain real property described as Lot 27 ("Lot 27") and Lot 28 ("Lot 28") of The Highlands at Chelsea Phase 1 Sector 1 as shown on that certain plat as filed for record in Plat Book 49 at Page 52A in the Office of the Judge of Probate of Shelby County, Alabama (the "Property"); and

WHEREAS, HOLLAND HOMES desires to establish an easement across Lot 27 for the benefit of Lot 28 for ingress and egress over and across a portion of Lot 27, subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and terms stated herein contained, HOLLAND HOMES does hereby make, grant and establish, an easement for ingress and egress as follows:

1. There shall be a fifteen foot (15') wide easement, for ingress and egress, on, over and across Lot Number 27, in the area marked and shown on the survey attached hereto as Exhibit A (the "Easement Area") for use as a vehicle driveway and pedestrian walkway (hereinafter referred to as "Driveway") for the use of HOLLAND HOMES, its successors, assigns, and successors in title, forever.

2. HOLLAND HOMES, its successors, assigns and successors in title, shall be entitled to the use of said Driveway within the Easement Area for so long as they own either Lot 27 or Lot 28. This Driveway Easement shall run with the land.

3. Neither HOLLAND HOMES, nor any future owner of Lot 27, shall obstruct, impede, or interfere, or allow a guest or invitee to obstruct, impede or interfere with, the reasonable use of the Driveway, as the purpose of this Driveway Easement is for ingress and egress to and from Lot 28 and, as such, no vehicles shall be parked within the Easement Area Lot 27.

4. The owner of each respective lot shall be responsible for the cost and expense of maintenance of the driveway improvements within the Easement Area that are located on each respective party's lot so that the Driveway is maintained in a useable, neat, and uniform manner. Any extraordinary costs of repair and rebuilding the driveway improvements due to damage caused by the negligence of either party, or of any third person who uses or has used the driveway improvements pursuant to the authority of either party hereto, shall be the responsibility of the party, or its guests and invitees, causing said damage.

5. This agreement shall be binding upon the parties hereto, their respective heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, Holland Homes, LLC, by and through Daniel Holland, its Manager, has executed and sealed this instrument on the day and year first above written.

Holland Homes, LLC,
an Alabama limited liability company


By: Daniel Holland
Its: Manger

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Daniel Holland, whose name as Manager of Holland Homes, LLC, 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 instrument, he, as such officer and with full authority, executed the same voluntarily as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this this 29 day of July, 2020.

(NOTARY SEAL)



J. ALEX MUNCIE, III
NOTARY PUBLIC, ALABAMA
STATE AT LARGE
MY COMMISSION EXPIRES MARCH 1, 2021

Notary Public: 
My commission expires: MARCH 01, 2021

Prepared by:
J. Alex Muncie III
Muncie & Mattson, P.C.
987 Drew Lane
Auburn, AL 36830



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LOT 29

N 88°59'26" E

338.54'

LOT 28

1.01 AC

footing in place

341.46'

N 88°59'26" E

194.10'

LOT 27

15' driveway easement granted to lot 28

NE CORNER
LOT 27
POINT OF BEGINNING
EASEMENT

RAY & GILLILAND, P.C.

122 NORTH CALHOUN STREET
P.O. BOX 1183
SYLACAUGA, ALABAMA 35150

TEL NO. (256) 245-3243

FAX NO. (256) 245-3202

FINAL PLAT SECTOR ONE

DRAWN BY: JMR

SCALE: 1" = 100'

PLAT

LOT 28

THE HIGHLANDS OF CHELSEA

PHASE 1 SECTOR 1

MAP BOOK 49

PAGE 52A, 52B

SHELBY COUNTY AL

**1/2" REBAR AT
EACH PROPERTY CORNER
PK NAIL IN PLACE
IN CENTER ROADWAY**

SCALE 1"=100'
PLAT NORTH

A 15 FOOT DRIVEWAY EASEMENT BEING 15 feet in equal with on the South side of the following described line: Commence at the Northeast corner of Lot No. 27 of The Highlands of Chelsea Phase 1 Sector I, said point being the point of beginning of said 15 foot driveway easement. From this beginning point proceed South 88° 59' 26" West along the North boundary of said 15 foot easement which is also the North boundary of said Lot No. 27 for a distance of 194.1 feet to the termination of said



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EXHIBIT "A"