

**AFTER RECORDING RETURN TO:**

Chesley P. Payne  
Massey, Stotser, & Nichols P.C.  
1780 Gadsden Highway  
Birmingham, Al 35235

**EASEMENT AGREEMENT**

This Easement Agreement (hereinafter referred to as "Agreement") is made and entered into this 6<sup>th</sup> day of Nov, 2020, by, Clayton Properties Group, Inc. and its successors or assigns (hereinafter referred to as "Grantor") and Clayton Properties Group, Inc. (hereinafter referred to as "Grantee").

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located in Shelby County, Alabama, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Grantor's Property");

WHEREAS, Grantor, and its successors or assigns, desires to grant and convey to the owner of Lot B-137 ("Grantee's Property") an easement for personal, residential related use of the Grantor's Property ("Easement"); and

NOW THEREFORE, in consideration of the premises, the mutual covenants hereinafter to be kept faithfully by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns, a non-exclusive perpetual easement to an area on Grantor's Property that shall be used for Griffin Park Subdivision covenant compliant uses such as additional yard space, fencing, and residential related structures, including swimming pools, decks, gazebos, and other structures so long as they are approved by the neighborhood's Architectural Review Committee. Additionally, if Grantee utilizes the right to fence in any portion of Grantor's Property, or constructs any other acceptable form of exclusive structures in compliance with the covenants, restrictions, rules, and regulations of Griffin Park at Eagle Point Residential Association, Inc. ("Association"), Grantee is then made responsible for maintaining any such portion to the standards as set forth by the Association. Grantor, and Grantor's agents, if required, shall retain the right to use the Easement for all matters related to the maintenance of the Griffin Park Subdivision, including, but not limited to, the installation and maintenance of utility equipment.
2. Term. The grant of Easement as set forth in this Agreement shall run with the land of Grantor and Grantee perpetually, unless otherwise terminated as provided for in this Agreement and may not be blocked, modified, reduced and/or relocated without the written consent of the current owners of both lots.

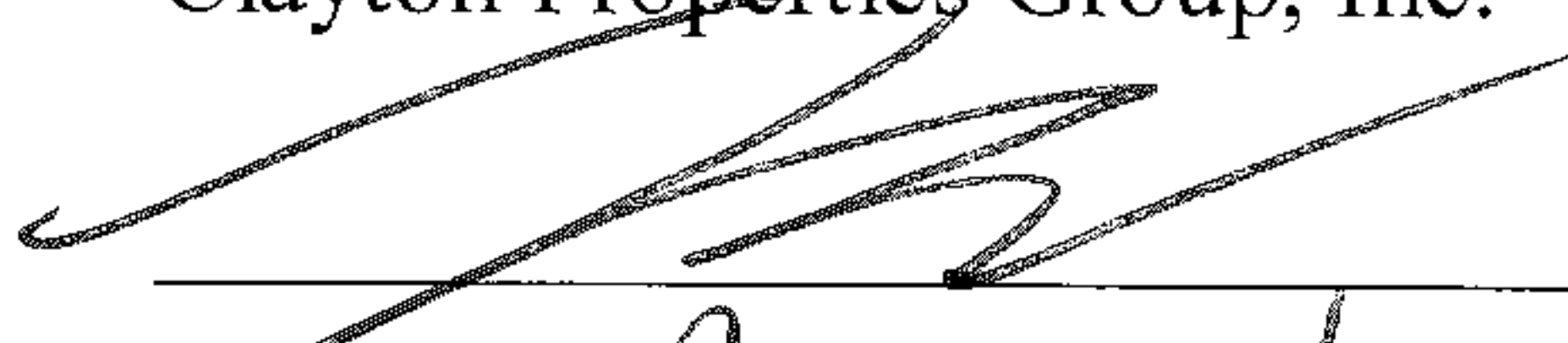
3. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the state of Alabama.
4. Easements Run with the Land. Subject to the terms and conditions herein, Grantor and Grantee hereby declare and agree that the Easement granted in this Agreement shall run with, touch, concern and be appurtenant to the title to the Grantor's Property, and the Grantee's Property.
5. Binding Affect. The Easement granted in this Agreement shall bind the successors, successors-in-title and assigns of Grantor, and shall inure to the benefit of the successors, successors-in-title and assigns of Grantee.
6. Subordination. The parties hereby covenant and agree that any lien, security interest now or in the future encumbering their respective Property shall expressly be, and shall at all times remain, subordinate, subject and inferior to this Agreement. This includes any future refinancing by either party of their respective Property.
7. Severability. If any provision of this Agreement is hereinafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, or is determined by the owner of the Property to be invalid or unenforceable, then such provision shall be cancelled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.
8. No Transfer of Fee Title. Neither party conveys to the other party hereby any title in or to their respective Property, but merely grants the rights, privileges and easements herein set forth.
9. Maintenance Agreement. Grantor and Grantee do hereby agree, for themselves and their heirs, successors and assigns that Grantee shall bear the expense of any and all maintenance due to normal wear and use of the Easement, if Grantee chooses to enclose the subject area with any structures (see language above). Grantor shall be responsible for any wear and tear caused by Grantor's actions on the Easement Area.
10. Termination, Modification or Amendment of Easement Agreement. This Agreement may be terminated, modified, or amended only by the mutual written agreement of both parties which shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.
11. Indemnification and Hold Harmless. Grantee, for itself and for each of its past, present, and future employees, agents, subcontractors, representatives, successors, predecessors, successors-in-title, and assigns (collectively, the "Releasing Parties") hereby acknowledge and agree to fully and finally indemnify and hold harmless Grantor, and each of their present and future, successors, assigns, subsequent owners, insurers, and anyone or any entity holding any interest in the Property through a conveyance of Grantor's ownership interest, (collectively, the "Released Parties") from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, known or unknown, in law or in equity, whether growing out of tort, contract, quasi-contract, and/or otherwise, including, but not limited to, all rights of action under the laws of the United States and/or any state of the United States and, particularly, the laws of the State of Alabama, including any state and/or federal statute or regulation, which

arise out of, are based upon, or are related to any act, omission, or the breach of any legal duty by any Releasing Party or third party, whether performed negligently, wantonly, willfully, and/or intentionally, from the date of this Agreement until the termination of this Agreement.

TO HAVE AND TO HOLD, the rights, privileges and easements described above unto Grantees, his respective successors, successors-in-title and assigns, in accordance with the provisions hereof. Grantor, their respective successors, successors-in-title and assigns, will forever warrant and defend the right and title to and privileges under the easements conveyed by Grantor to Grantees hereunder against the claims of all persons whomsoever.

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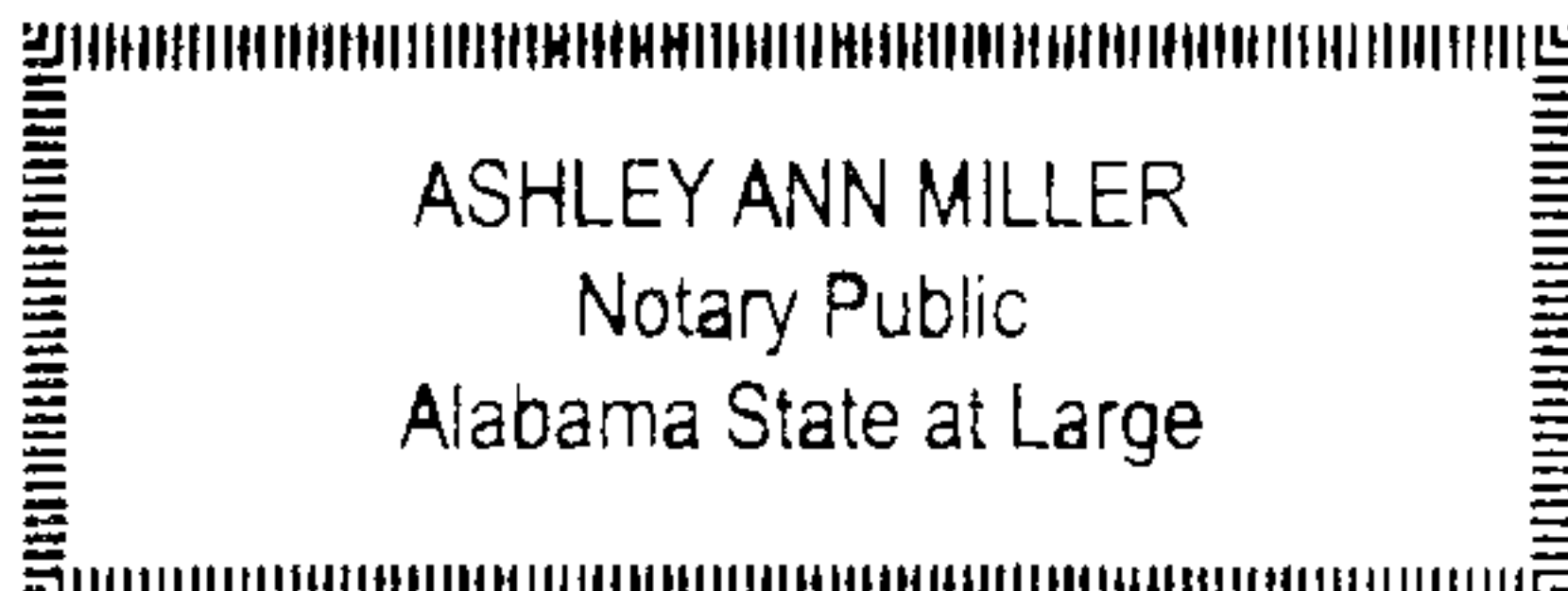
GRANTOR:  
Clayton Properties Group, Inc.

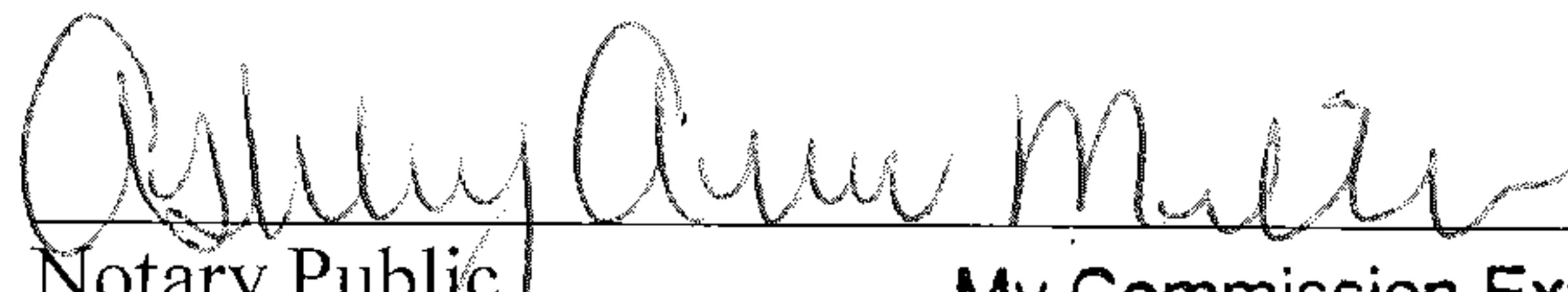
  
By: Russ Doyle  
Its: vp

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that Russ Doyle, in their capacity as VP of Clayton Properties Group, Inc., a corporation duly authorized, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, they executed the same voluntarily.


Given under my hand and official seal this the 6 day of November, 2020



  
Notary Public  
My Commission Expires: January 26, 2022



GRANTEE:  
Clayton Properties Group, Inc.



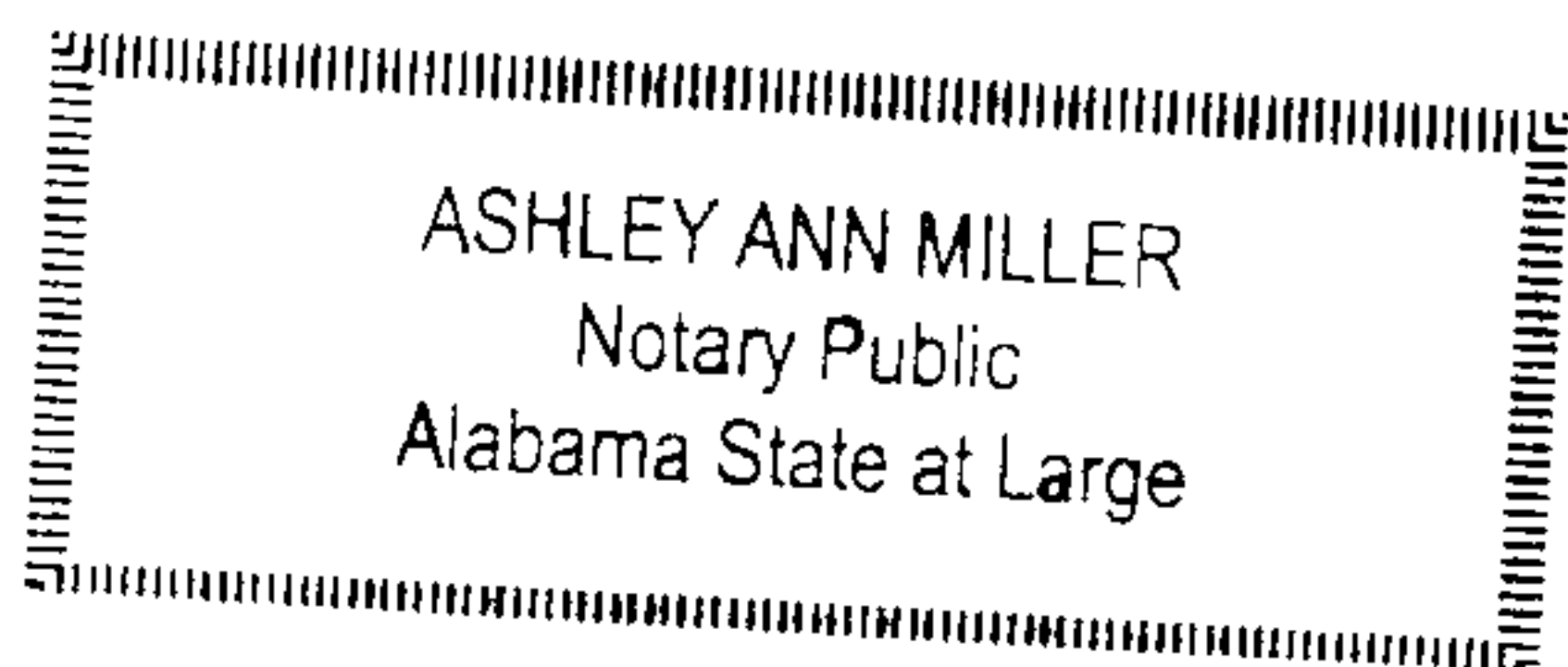
By: Russ Doyle

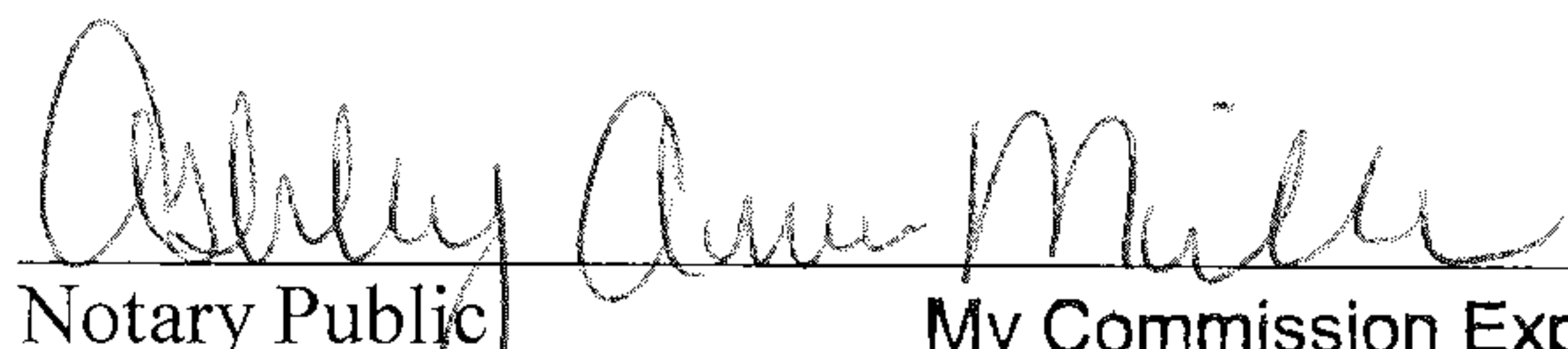
Its: VP

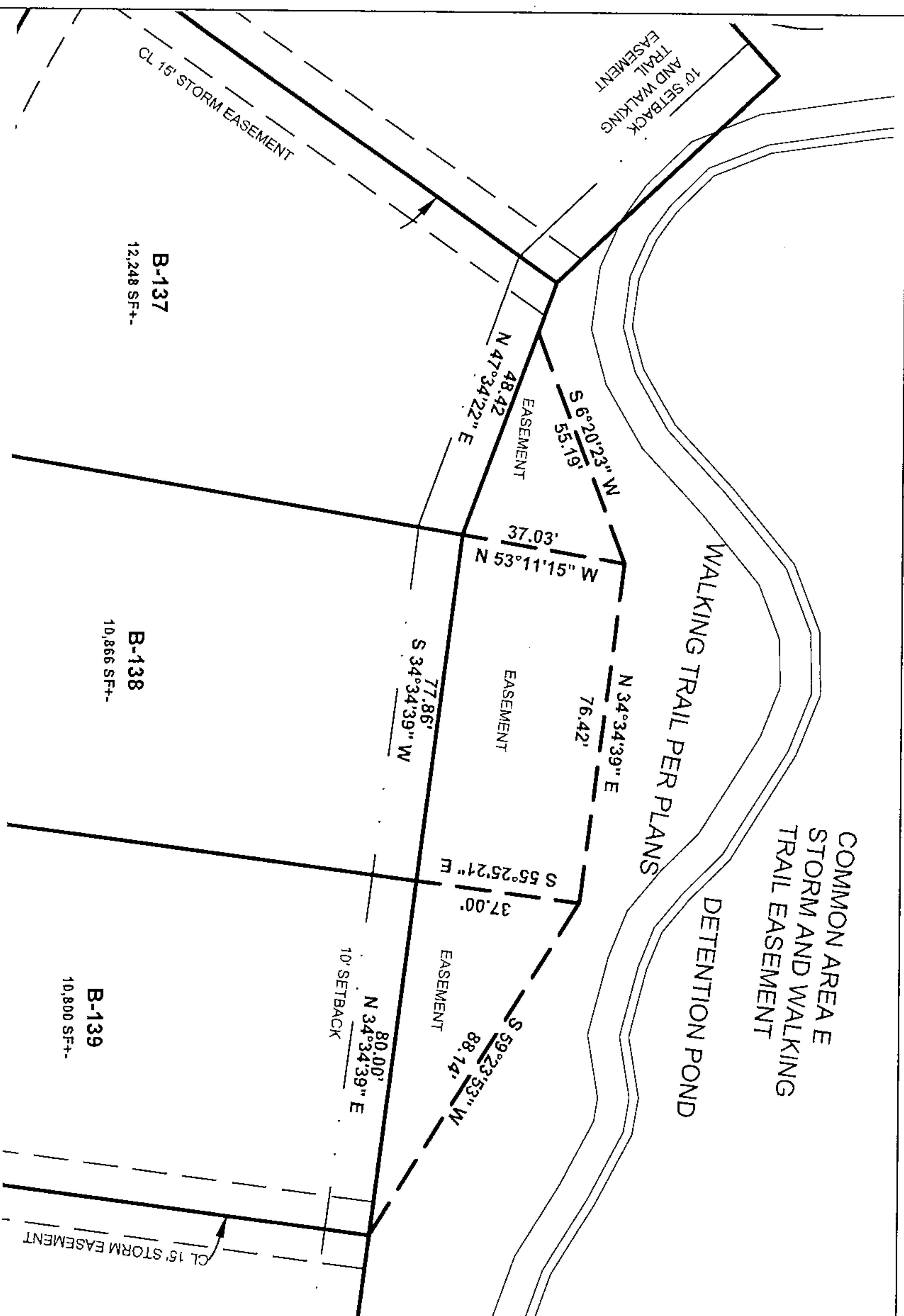
STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public for the State of Alabama, do hereby certify that Russ Doyle, in their capacity as VP of Clayton Properties Group, Inc., a corporation duly authorized, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, they executed the same voluntarily.

Given under my hand and official seal this the 10 day of November, 2020.



  
Notary Public My Commission Expires  
My Commission Expires: January 26, 2022



LOT B-137

An exclusive use easement situated in the SE 1/4 of the NE 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and located inside of Common Area E of Griffin Park at Eagle Point Sector 2 Phase 2A as recorded in Map Book 53, Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

BEGIN at the NW corner of Lot B-137 of Griffin Park at Eagle Point Sector 2 Phase 2a as recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 53°11'15" W along a projection of the north line of Lot B-137 a distance of 37.03 feet to a point; thence S 6°20'23" W a distance of 55.19 feet to the West line of Lot B-137; thence N 47°34'22" E along the west line of Lot B-137 a distance of 43.42 feet to the POINT OF BEGINNING.

LOT B-138

An exclusive use easement, situated in the SE 1/4 of the NE 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and located inside of Common Area E of Griffin Park at Eagle Point Sector 2 Phase 2A as recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

BEGIN at the SW corner of Lot B-138 of Griffin Park at Eagle Point Sector 2 Phase 2A as recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 53°-11'15" W along a projection of the south line of Lot B-138 a distance of 37.03 feet to a point; thence N 34°34'39" E a distance of 76.42 feet to a point on a projection of the north line of Lot B-138; thence S 55°25'21" E along said projection a distance of 37.00 feet to the NW corner of Lot B-138; thence S 34°34'39" W a distance of 77.86 feet to the POINT OF BEGINNING.

LOT B-139

An exclusive use easement situated in the SE 1/4 of the NE 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and located inside of Common Area E of Griffin Park at Eagle Point Sector 2 Phase 2A as recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

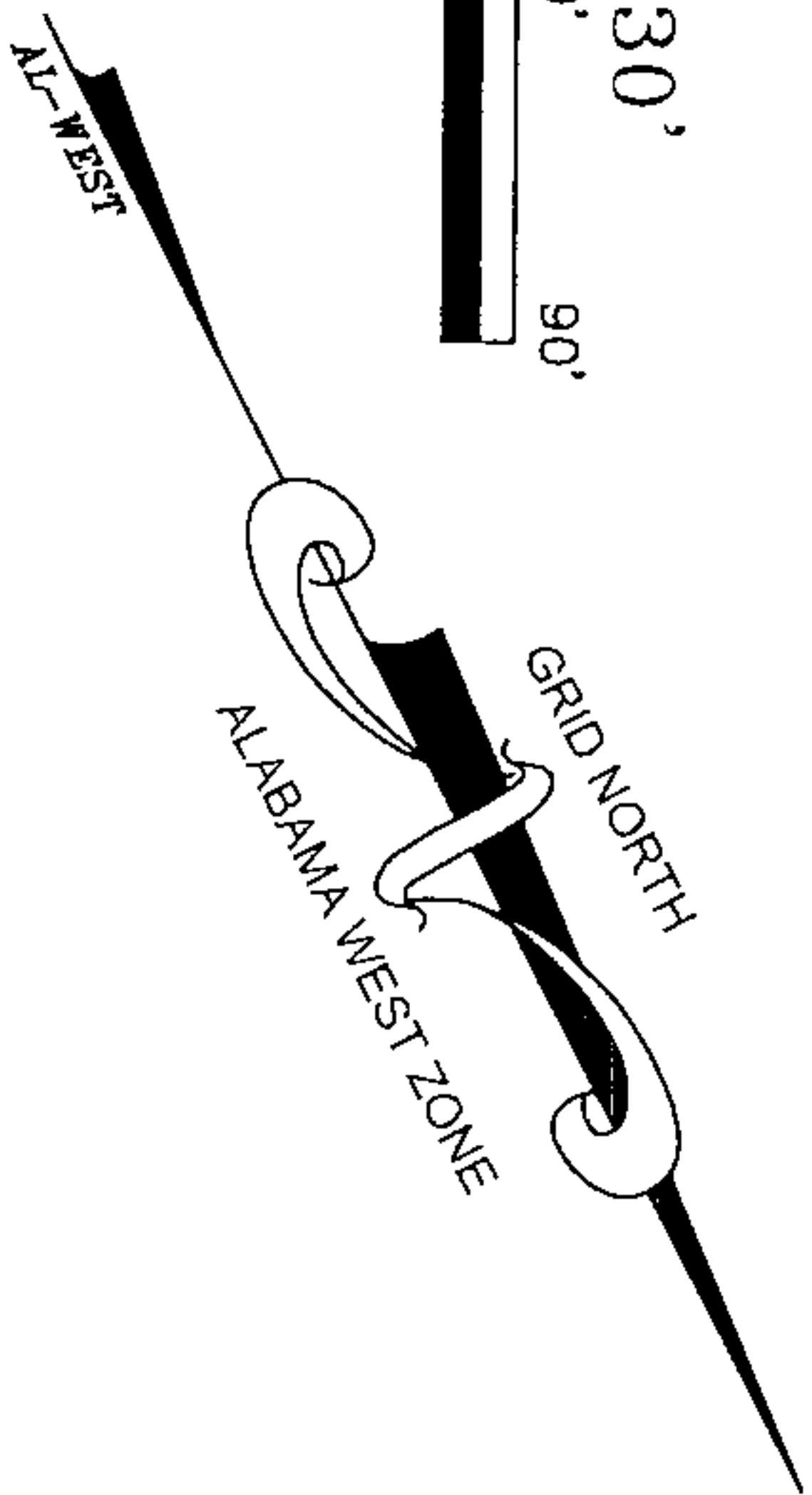
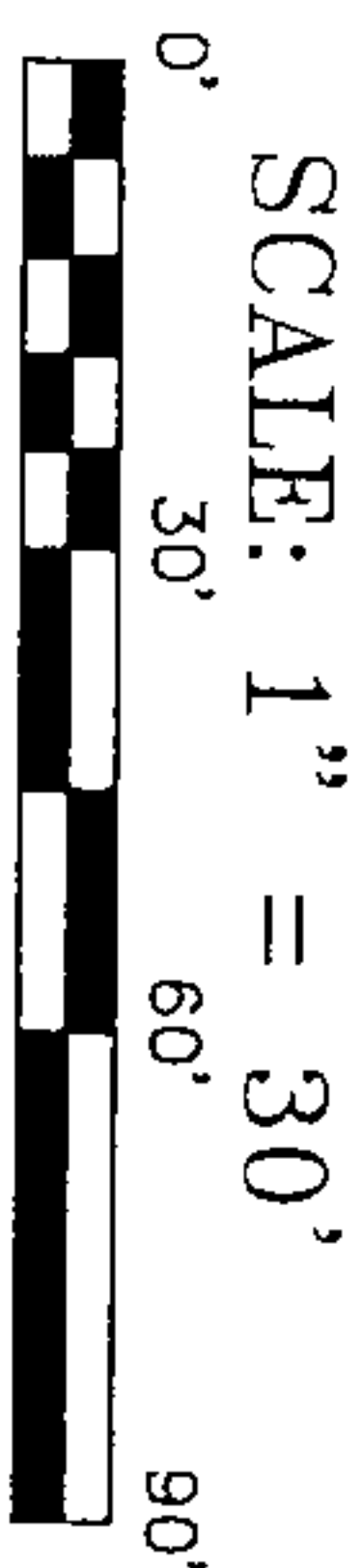
recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama, thence N 34°34'39" E along the west line of Lot B-139 a distance of 80.00 feet to the NW corner of Lot B-139, thence S 59°22'53" W a distance of 88.14 feet to a point on the projection of the south line of Lot B-139, thence S 55°25'21" E along said projection line a distance of 37.00 feet to the POINT OF BEGINNING.

**EXCLUSIVE USE EASEMENT**

# EXHIBIT

# **GRIFFIN PARK AT EAGLE POINT SECTOR 2 PHASE 2A**

Situated in the SE 1/4 of the NE of Section 7 in Township 19 South, Range 1 West, Shelby County, Alabama.

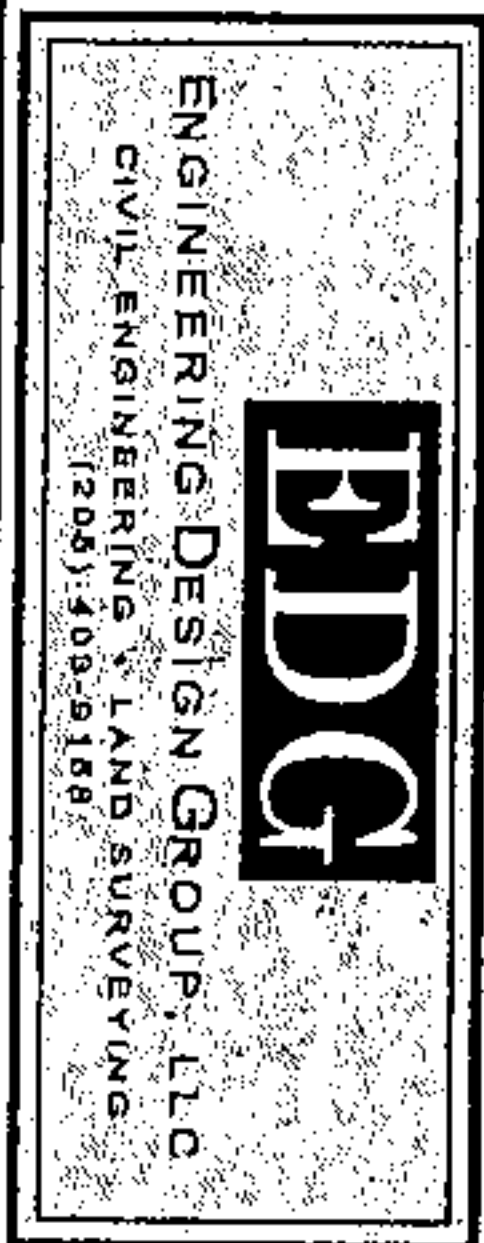


120 BISHOP CIRCLE, SUITE 300

PELHAM, AL 35124

TEL. - (205) 403-9158

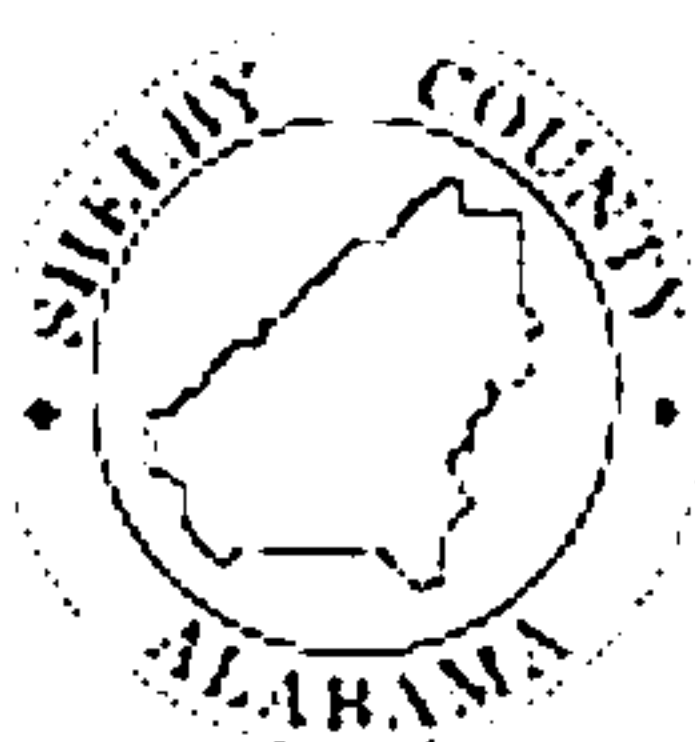
FAX - (205) 403-9175



**Exhibit "A"**  
**GRANTOR'S PROPERTY**  
**Adjacent to LOT B-137**

An exclusive use easement situated in the SE 1/4 of the NE 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and located inside of Common Area E of Griffin Park at Eagle Point Sector 2 Phase 2A as recorded in Map Book 53 Page 23 A & B in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

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Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/18/2020 09:56:20 AM  
\$40.00 JESSICA  
20201118000527200

*Allen S. Bayl*