

This instrument prepared by:

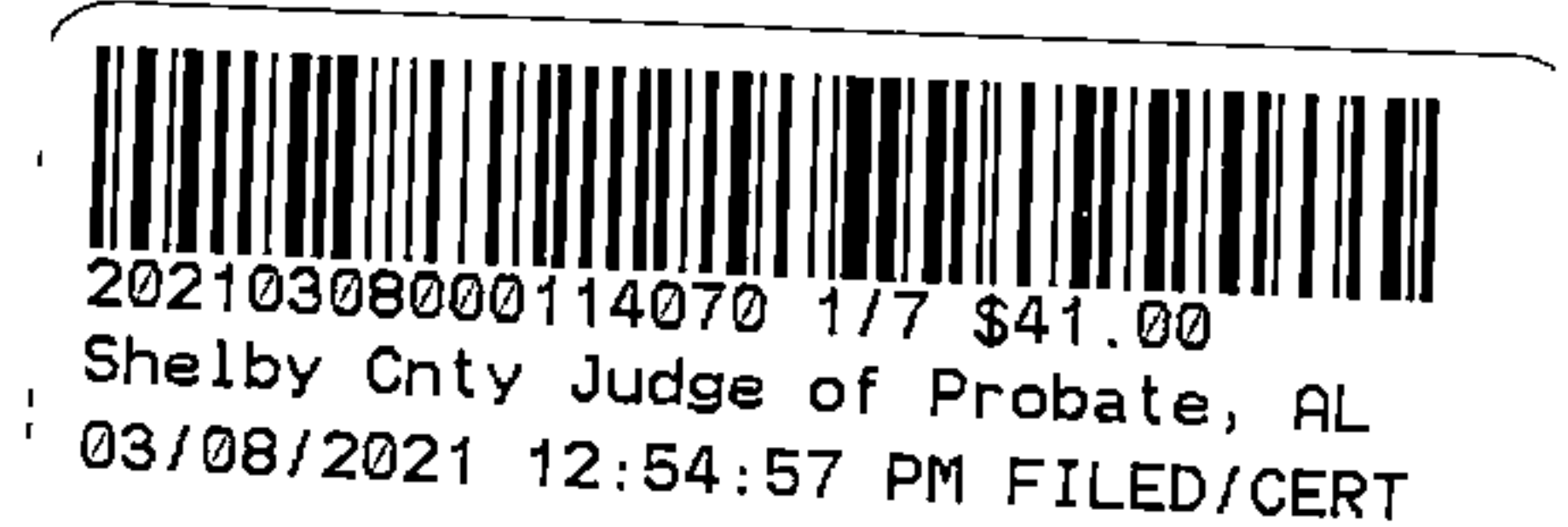
Denise W. Killebrew

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

420 20th Street North

Suite 1400

Birmingham, AL 35203



ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (the “**Agreement**”) is made and entered into by and between **DOMINION SOUTH OAK, LLC**, a Delaware limited liability company (“**Grantor**”) Aubrey M. Garrison, III and Jeanne Garrison (collectively, “**Grantee**”), effective the 25th day of February, 2021.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract of real property located in Shelby County, Alabama, as more particularly described on Exhibit A attached hereto and fully incorporated herein by reference (the “**Grantor Property**”); and

WHEREAS, Grantee is the owner of that certain tract of real property located in Shelby County, Alabama, as more particularly described on Exhibit B attached hereto and fully incorporated herein by reference (the “**Grantee Property**”); and

WHEREAS, there is an existing driveway situated on the Grantee Property and the Grantor Property that serves the Grantee Property (the “**Existing Driveway**”); and

WHEREAS, Grantor desires to grant to Grantee an access easement for ingress and egress across that portion of the Existing Driveway situated on the Grantor Property for the benefit of the Grantee Property, as more particularly described on Exhibit C attached hereto and fully incorporated herein by reference (the “**Access Easement Area**”).

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee, for themselves, their heirs, successors and assigns, do hereby agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by reference.

2. **Access Easement**. Subject to the terms and conditions set forth herein, Grantor hereby grants to Grantee, its successors and assigns, a perpetual, nonexclusive access easement for vehicular and pedestrian ingress and egress upon, over, and across the Access Easement Area, for the benefit of the Grantee Property, to be used nonexclusively by Grantee and its agents, guests, invitees and licensee’s for access to the Grantee Property (the “**Access Easement**”).

3. **Maintenance**. Grantee shall maintain the entire Existing Driveway, as such Existing Driveway may be improved from time to time, at Grantee’s sole cost and expense.

4. **Subject to Declaration.** Grantee acknowledges and agrees that Grantee's use of the Access Easement and the use and maintenance of the Existing Driveway are subject to the terms and conditions of that certain Declaration of Easements, Covenants, Conditions and Restrictions made by Grantor, as Declarant, dated February 10, 2021, and recorded as Instrument #20210210000069430 in the Shelby County, Alabama Judge of Probate's Office, as amended, including but not limited to Section 6.21 of such Declaration. Grantee acknowledges that Grantee may be required to improve the Existing Driveway (including those portions of the Existing Driveway situated within the Access Easement Area) in accordance with such Declaration.

5. **Indemnification.** Grantee hereby agrees to indemnify and hold harmless Grantor, its successors and assigns, and each of the members, directors, officers, agents, and employees of Grantor and its successors and assigns from and against any and all costs, expenses, loss, injury, liability, damage, or claims, including attorneys' fees, resulting from and/or related to Grantee's or Grantee's agents', invitees', licensees', and/or contractors' (collectively, including the Grantee, the "**Grantee Parties**") use of the Access Easement, the Access Easement Area, and/or the Existing Driveway and/or the acts, omissions, negligence, and/or willful misconduct of the Grantee Parties on or relating to the Access Easement, the Access Easement Area, and/or the Existing Driveway.

6. **Duration.** The rights and obligations contained herein shall perpetual in nature and shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.


8. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by a writing signed by each party or an authorized representative of each party.

9. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

10. **Counterparts.** This document may be executed in one or more counterparts, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

11. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Alabama.

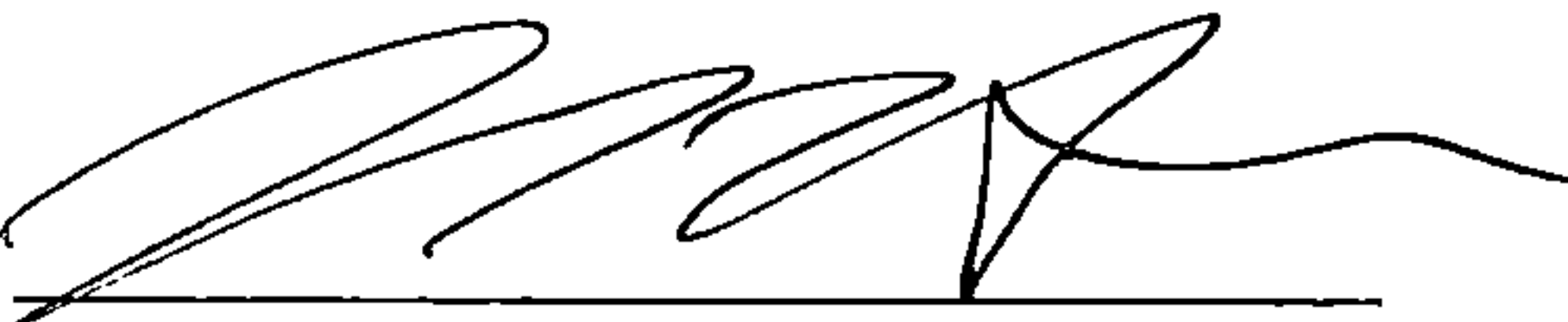
[Signatures begin on next page.]


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, Grantor has executed this instrument the 25th day of February, 2021.

GRANTOR:

DOMINION SOUTH OAK, LLC
a Delaware limited liability company

By: 

Name: Jared Hauser

Title: Authorized Signer

ACKNOWLEDGMENT

STATE OF ALABAMA)


COUNTY OF JEFFERSON)



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In said County and State, on this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Jared Hauser, to me well known or proven, who acknowledged himself/herself to be the Authorized Signer of Dominion South Oak, LLC, a Delaware limited liability company, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and official seal as such Notary Public on this 25th day of February, 2021.



Notary Public

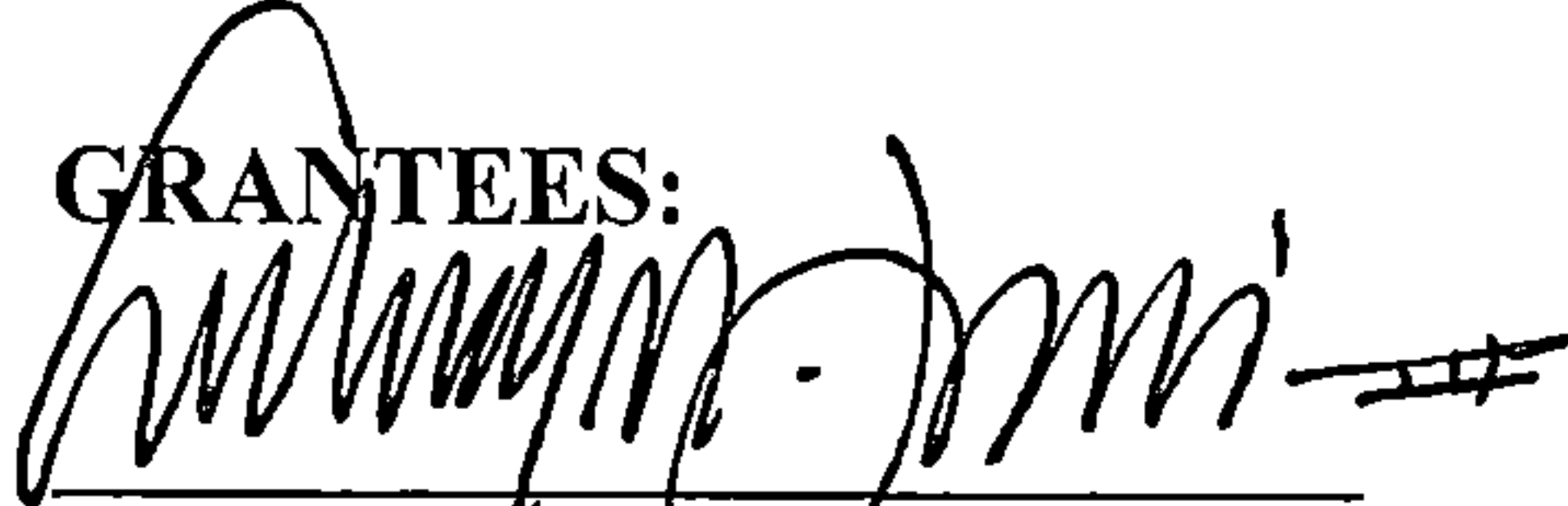
My Commission Expires:

06-02-2023



IN WITNESS WHEREOF, Grantees have executed this instrument the 25th day of February, 2021.

GRANTEES:



Aubrey M. Garrison, III


Jeanne Garrison

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)


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In said County and State, on this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Aubrey M. Garrison, III and Jeanne Garrison to me well known or proven, who acknowledged to me that they executed the foregoing instrument for the consideration, uses, and purposes therein contained.

WITNESS my hand and official seal as such Notary Public on this 25th day of February, 2021.


Notary Public

My Commission Expires:

06-02-2023



EXHIBIT A

GRANTOR PROPERTY

Lot 14 and Lot 15, according to the Final Plat of South Oak Phase I, as recorded in Map Book 53, Page 96 A and B, in the Probate Office of Shelby County, Alabama.

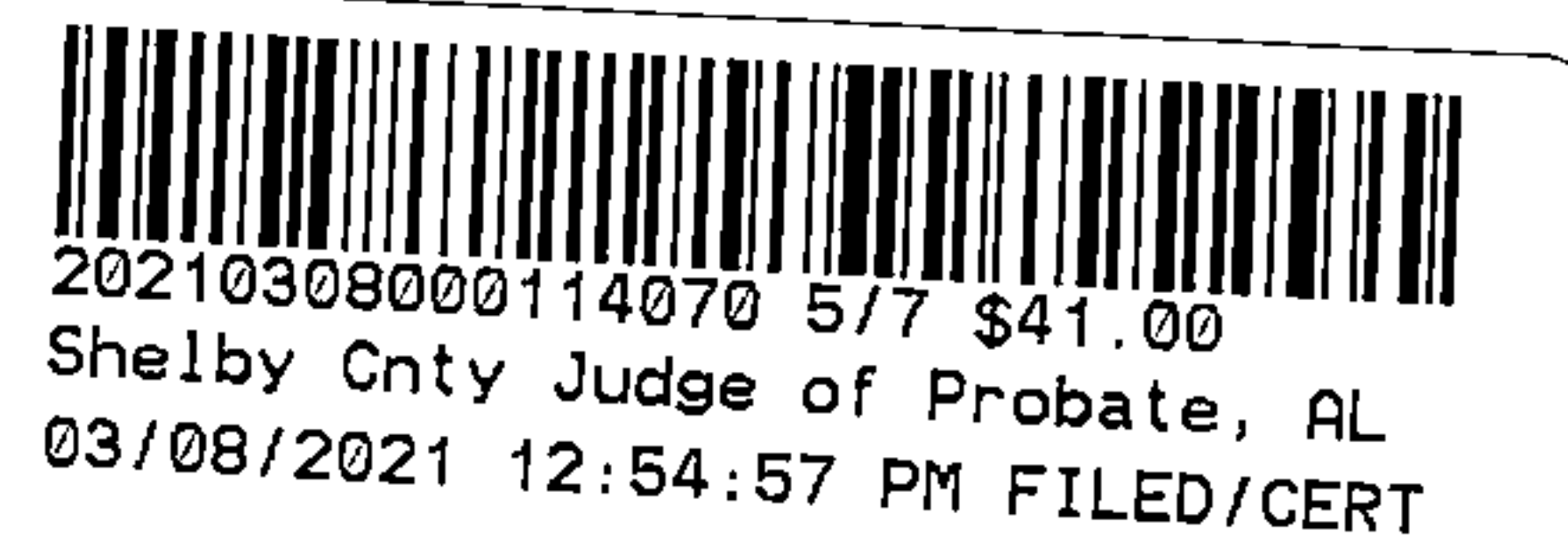


EXHIBIT B

GRANTEE PROPERTY

Lot 16, according to the Final Plat of South Oak Phase I, as recorded in Map Book 53, Page 96 A and B, in the Office of the Judge of Probate of Shelby County, Alabama.



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EXHIBIT C

DESCRIPTION OF ACCESS EASEMENT AREA

A part of Lots 14 & 15 according to the survey of South Oak Phase I as recorded in Map Book 53, Pages 96 A and B in the Office of the Judge of Probate of Shelby County, Alabama situated in the Northwest quarter of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at an ALA ENG capped iron that is the common lot corner of Lots 14, 15 and 16 according to said survey of South Oak Phase I, run in a Southwesterly direction along the common lot line between said lots 15 and 16 for a distance of 104.10 feet to the POINT OF BEGINNING of the centerline of a 25 foot wide access easement and the centerline of an existing paved driveway (the beginning of this easement is bounded on the Southeastern side by the Southeastern boundary of said Lot 15); thence turn a deflection angle to the right of $131^{\circ}09'00''$ and run in a Northeasterly direction, along said access easement centerline, for a distance of 81.22 feet to the point of curvature of a curve to the right, said curve having a radius of 48.00 feet and a central angle of $119^{\circ}59'54''$; thence run in a Northeasterly, then Easterly, then Southeasterly direction, along said access easement centerline, for a distance of 100.53 feet; thence run tangent from said curve, and along said access easement centerline, in a Southeasterly direction, for a distance of 92.81 feet to the Southern boundary of said Lot 14 and the END of the easement herein described.

Said easement parcel containing 6905 square feet, more or less.



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