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05/25/2021 02:47:20 PM
ESMTAROW 1/4

THIS INSTRUMENT PREPARED BY:
CLAY R. CARR
BOARDMAN, CARR PETELOS, WATKINS & OGLE, P.C.
400 BOARDMAN DRIVE
CHELSEA, ALABAMA 35043
The preparer of this deed makes no certification as to title
and has not examined the title to the property.

EASEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned grantor, **WAYPOINT STONECREST OWNER, LLC**, a Delaware limited liability company ("Grantor"), for valuable consideration received from, **L.J. WHITE INVESTMENTS, LLC**, a limited liability company, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto L.J. White Investments, LLC, its successors and assigns (collectively "Grantee"), an easement to run with the land, hereinafter described, over and across Grantor's lands in Shelby County, Alabama (the "Easement Area"), for access to Grantee's property. The Easement being conveyed more particularly as follows, to-wit:

A multi-width wide non-exclusive easement for the purpose of ingress, egress and utilities located in the Southeast 1/4 of the Northeast 1/4 and a portion also located in the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, along the following described description and being more particularly described as follows: Commence at the Southwest corner of Southeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West; thence in a Southerly direction along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section, a distance of 30 feet; thence 90 degrees 27 minutes 53 seconds left, in an Easterly direction, a distance of 15 feet to the point of beginning of a 22.5 foot non-exclusive ingress, egress and utility easement, lying 7.5 feet to the East and 15 feet to the West side of the following described line; thence 89 degrees 32 minutes 07 seconds Left in a Northerly direction and parallel to the West line of the Southeast 1/4 of the Northeast 1/4 and along the centerline of an existing driveway, a distance of 84.68 feet to the end of said 22.5 feet easement; thence continue along the last described course, the easement now lying 7.5 feet each side of the following described line and along the center line of centerline of an existing driveway a distance of 341.66 feet to the Northern boundary line of the point at Oak Mountain Apartment Homes owned by Waypoint Stonecrest Owner, LLC and recorded in Instrument #2015102800037550 in the Probate Office of Shelby County, Alabama, said point being the point of termination and the end of said easement.

TO HAVE AND TO HOLD by the said Grantee, its successors and assigns forever, subject to the following terms, covenants, and conditions:

1. Grantee shall be solely responsible for the cost of repairing any damage to the Easement Area caused by Grantee, its invitees, clients, agents, contractors, employees, representatives, or successors and assigns' use thereof, in accordance with all applicable laws.
2. If any damage to the Easement Area caused by Grantee, Grantee's invitees, clients, agents, contractors, employees, representatives, or successors and assigns is not repaired in a timely manner, as set forth in section 1 above, Grantor shall have the right, but not the obligation, to give notice thereof to Grantee, such notice to specify the deficiencies in maintenance and repair. Except in the case of emergency, Grantee shall have thirty (30) days after the giving of the notice to undertake and diligently pursue to completion the maintenance and repair of the Easement Area. If Grantee shall fail to undertake the maintenance and repair of the Easement Area within such thirty (30) day time period, or immediately in the case of emergency where the condition of the Easement Area has a material, adverse effect upon Grantor or the conduct of business thereon, then Grantor shall have the right, but not the obligation, to undertake the necessary maintenance and repair of the Easement Area and the cost thereof shall be promptly paid by Grantee.
3. Grantee shall obtain and maintain or cause to be obtained and maintained in full force and effect Commercial General Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate covering bodily injury (including death and mental anguish), personal injury, and property damage (including explosion, collapse and underground coverage) resulting from Grantee, Grantee's invitees, clients, agents, contractors, employees, representatives, or successors and assigns' use of the Easement Area. Automobile Liability insurance covering any auto (including owned, non-owned, and hired) in an amount of not less than One Million Dollars (\$1,000,000) combined single limit per accident. Grantee shall cause the commercial general liability, and auto liability insurance to name Grantor, its property management company, and their respective, parents, members, affiliates, and subsidiaries and their respective officers, shareholders, members, managers, employees, and agents as "additional insureds" solely with respect to any claims arising from Grantee, Grantee's invitees, clients, agents, contractors, employees, representatives, or successors and assigns' use of the Easement Area. Grantee's insurance shall be primary with respect to its respective indemnification obligations in Section 2 hereunder, with any other insurance carried by the other party being excess and non-contributory in such cases. Grantee agrees to waive all rights of recovery against Grantor. All insurance required by this Section 2 hereof shall be procured from companies licensed in the state of Alabama and shall be rated by Best's Insurance Reports not less than A-:VIII.
4. This Agreement is not intended as any enlargement or expansion of the existing easement, but is entered into by the parties for the purpose of clarifying the location of the easement.
5. Grantee covenants that it will not disturb the peaceful and quiet enjoyment of Grantor and/or its tenants or invitees and Grantee shall take such steps as are reasonably necessary to prevent debris from Grantee's property migrating onto the Grantor's property.

6. Grantee, Grantee's invitees, clients, agents, contractors, employees, representatives, or successors and assigns' hereby agrees to indemnify, defend, and hold Grantor and its affiliates and subsidiaries and their respective officers, shareholders, members, managers, employees, and agents harmless (except for loss or damage resulting from the negligent acts of Grantor) from and against any damages, liability, actions, claims, and expenses (including, without limitation, reasonable attorneys' fees and costs and liens) in connection with the loss of life, personal injury, damage to property, or otherwise arising from or out of any occurrence resulting from Grantee, Grantee's invitees, clients, agents, contractors, employees, representatives, or successors and assigns' use of or activities in or upon the Grantor Property, or occasioned wholly or in part by any act or omission of Grantee or Grantee's failure to comply with the terms and conditions of this Agreement or Grantee's use or misuse of any portion of the Grantor Property.
7. The easements, benefits, and obligations set forth herein shall run with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors, transferees, and assigns.
8. Any mortgage or security deed affecting any portion of the parcels subject to this Agreement and which is recorded after the recordation of this Agreement shall at all times be subject to the terms of this Agreement, and any party acquiring title by foreclosing any such mortgage or security deed, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement.
9. The easement granted hereunder is intended as a private easement between the parties subject to this Agreement and is not intended as, and shall not be construed as, a public dedication.
10. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect as if the invalid or unenforceable provision were never a part of this Agreement.
11. This Agreement shall not be modified and/or cancelled without the written consent of all then existing owners of the Grantor's property and the Grantee's property.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
13. In the event of a dispute between the parties hereto relating to or arising out of this Agreement, the non-prevailing party in such dispute shall reimburse the prevailing party for all costs and expenses, including reasonable attorneys' fees, to the extent determined by a court of competent jurisdiction, in a final non-appealable decision.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has dully executed this Easement as of this 25 day of May, 2021.

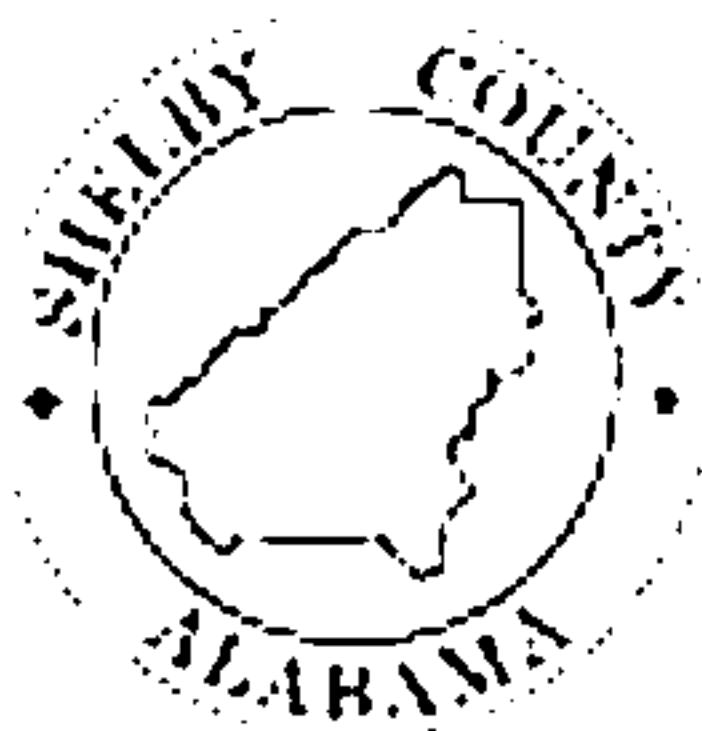
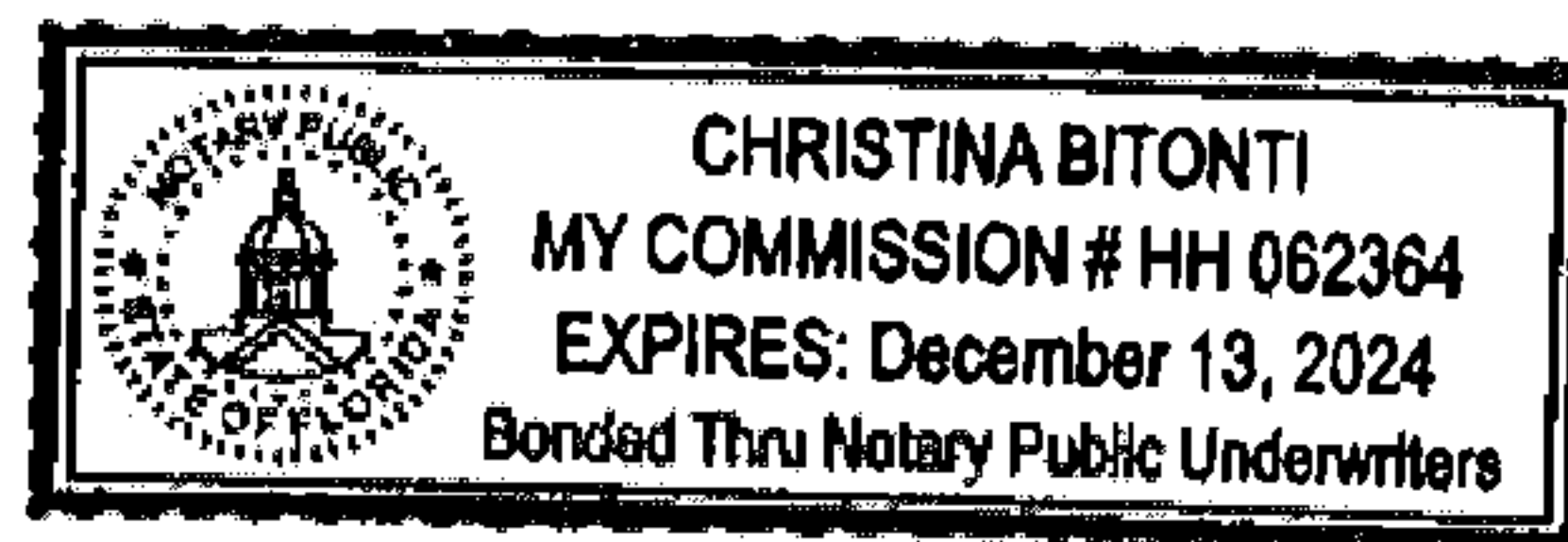
WAYPOINT STONECREST OWNER, LLC

By: Pamela Linden
Name: Pamela Linden
Title: Authorized Signatory

State of Florida
County of Palm Beach

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Pamela Linden, as Authorized Signatory of WAYPOINT STONECREST OWNER, LLC, a limited liability company, whose name 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 conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date. Given under my hand and official seal this 25 day of May, 2021.

[Signature]
Notary Public
My Commission Expires: 12/13/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/25/2021 02:47:20 PM
\$32.00 CHARITY
20210525000256160

Allie S. Bayl