

4  
THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.  
Hand Arendall Harrison Sale LLC  
1801 Fifth Avenue North, Suite 400  
Birmingham, AL 35203  
205-502-0122

423 - 225000241

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2022 (the "Effective Date"), by and between **TCG CHELSEA ACRES, LLC**, a Delaware limited liability company ("Grantor"), and **CHELSEA ACRES HOMEOWNER'S ASSOCIATION, INC.**, an Alabama not-for-profit corporation ("Grantee").

**Recitals:**

Grantor is the owner of Lot 1, according to the final plat of Chelsea Acres Sector 1, as recorded in Map Book 57, page 15 in the Office of the Judge of Probate of Shelby County, Alabama (the "Grantor Property"). Grantee desires to construct an entrance feature on a portion of the Grantor Property (the "Entrance Feature") for the Chelsea Acres Subdivision (the "Subdivision"), according to that certain map or plat thereof recorded in Map Book 57, page 15 (the "Plat"), in the Office of the Judge of Probate of Shelby County, Alabama, in the location marked "Entrance Monument Easement" on the Plat (the "Easement Area").

**Agreement:**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. **Recitals.** The foregoing recital clauses are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. **Grant of Easement.** Grantor hereby conveys to Grantee, for Grantee's use, enjoyment, and benefit, and subject to all matters now affecting title to or use of the Grantor Property, a non-exclusive, perpetual easement over and across the Easement Area for the purpose of constructing, maintaining, repairing and/or replacing, as applicable, the Entrance Feature (the "Easement").

3. **Easement Perpetual.** Except as expressly set forth in this Agreement to the contrary, the Easement is non-exclusive, perpetual and runs with the title to the Easement Area, is intended to confer restrictions and benefits on and to the parties hereto, and may be modified and/or terminated only upon the written agreement of the parties hereto or Grantor's successors and

assigns with respect to the Grantor Property and Grantee, which agreement must be recorded in the filing office in which this Agreement is recorded.

4. Maintenance. Grantee shall be responsible for the maintenance, repair and/or replacement of the Entrance Feature. Grantee shall maintain any landscaping that is part of the Entrance Feature in a reasonable manner and shall promptly remove any dead landscaping from the Easement Area. Grantee shall maintain the sign that is part of the Entrance Feature in good repair and condition and otherwise in a commercially reasonable manner.

5. Indemnification. Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all liability, claims, demands, actions, losses, and costs, including reasonable attorneys' fees, arising from Grantee's breach of its obligations under this Agreement or from the negligent or willful misconduct of Grantee, its employees, agents, contractors, or subcontractors in connection with the Easement; provided, however, that in no event shall Grantee be required to indemnify Grantor for Grantor's own gross negligence or willful misconduct.

6. No Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement to the general public, or for any public use or purpose, whatsoever.

7. Non-Waiver. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

8. Severability. Invalidity of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

9. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

10. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

*{Remainder of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

**TCG CHELSEA ACRES, LLC,**  
a Delaware limited liability company

By: James P. Key, Jr.  
Name: James P. Key, Jr.  
Title: Authorized Agent

**Chelsea Acres Homeowner's Association, Inc.,**  
an Alabama not-for-profit corporation

By: James P. Key, Jr.  
Name: James P. Key, Jr.  
As Its Vice President

STATE OF ALABAMA  
COUNTY OF Alabama

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that James P. Key, Jr., whose name as Authorized Agent of **TCG Chelsea Acres, LLC**, a Delaware 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 such instrument, he, as such Authorized Agent and with full authority, executed the same voluntarily for and as the said limited liability company on the day the same bears date.

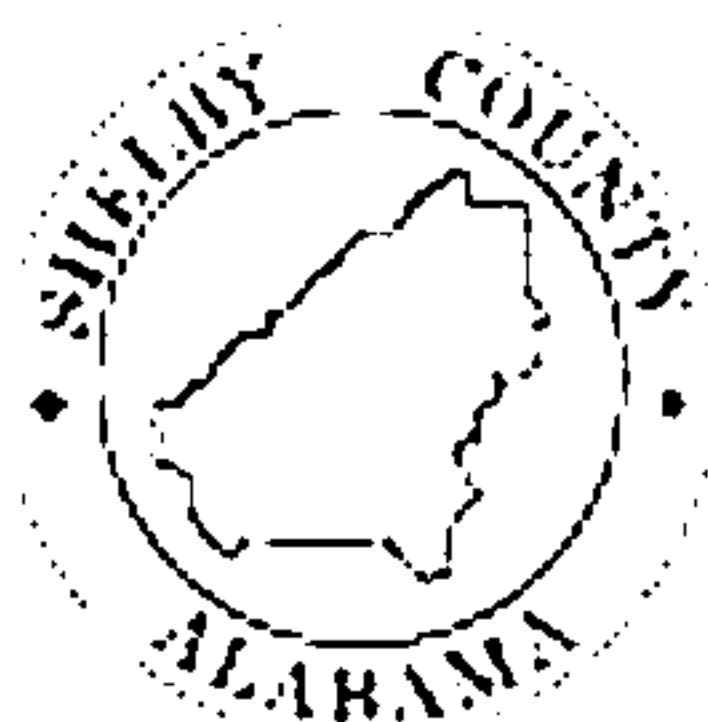


under my hand and official seal on this the 30 day of November, 2022.

Rachel E. Clayton  
NOTARY PUBLIC  
My Commission Expires: 12/01/2025

STATE OF ALABAMA  
COUNTY OF Alabama

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that James P. Key, Jr., whose name as Vice President of **Chelsea Acres Homeowner's Association, Inc.**, an Alabama not-for-profit corporation, is signed to the foregoing instrument,



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/07/2022 10:29:56 AM  
\$29.00 JOANN  
20221207000444240

Allie S. Bayl