



20230804000235970 1/7 \$40.00
Shelby Cnty Judge of Probate, AL
08/04/2023 12:31:34 PM FILED/CERT

This instrument was prepared by and
upon recording should be returned to:

Gregory K. Mixon, Esq.
MIXON BROWN, LLC
2 Perimeter Park South, Suite 550E
Birmingham, AL 35243

STATE OF ALABAMA)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 3rd day of August, 2023 (the "Effective Date"), by and between STRATEGIC REALTY PARTNERS, LLC, an Alabama limited liability company ("Grantor"), whose address is 3120 Sydenton Drive, Hoover, AL 35244 and HCI CHELSEA, LLC, an Alabama limited liability company, its successors and/or assigns, whose address is 3075 Healthy Way, Birmingham, AL 35243 ("Grantee").

RECITALS

A. Grantor has acquired from Grantee that certain real property located in Shelby County, Alabama, conveyed to Grantor by Statutory Warranty Deed recorded on August 3, 2023, in the Office of the Judge of Probate of Shelby County, Alabama such real property being more particularly described in Exhibit A attached hereto and made a part hereof (the "Grantor Parcel").

B. Grantee is the owner of certain real property located in Shelby County, Alabama which is adjacent to the Grantor Parcel and is described in Exhibit B attached hereto and made a part hereof (the "Grantee Parcel").

C. As a condition to Grantee's willingness to transfer the Grantor Parcel to Grantor, Grantor has agreed to grant to Grantee an easement for access and parking over certain portions of the Grantor Parcel (the "Easement Area"), pursuant to the terms set forth below, for the benefit of, and binding the respective parcels, and the owners thereof from time to time, in accordance with the terms and provisions hereof. The Easement Area is described in Exhibit C attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, and to any future owner of Grantee's Parcel, as an easement appurtenant to the Grantee Parcel, a perpetual easement to pave, improve and maintain the Easement Area for pedestrian and motor vehicle access and for use as a paved parking area in connection with the Grantee Parcel by Grantee and its invitees, licensees, agents, tenants, employees and customers (collectively, the "Grantee Benefited Parties"). Grantor shall not construct any improvements or engage in any development that impairs, damages or impedes the enjoyment by Grantee and the Grantee Benefited Parties of the Easement Area in any material respect.

2. Construction and Maintenance of Easement Area.

(a) Grantor hereby further grants to Grantee a perpetual easement to enter and to engage in construction and maintenance activities within such portions of Grantor Parcel as are reasonably necessary to pave, improve and maintain the easements described in Section 1. Grantee agrees that its utilization of such easement will not disturb Grantor's business or operations on the Grantor Parcel in any material or substantial way.

(b) Commencing upon Grantee's completion of construction of its pavement and improvements on the Easement Area, Grantee shall keep the Easement Area clean of debris, trash, and rubbish, and maintain the same in a neat and orderly condition, and also shall maintain all improvements and pavement thereon in good repair.



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3. **Insurance and Indemnification.** Commencing upon Grantee's completion of construction of its pavement and improvements on the Easement Area, Grantee shall, at all times, insure Grantor against all claims, demands, losses, suits, and injuries arising out of Grantee's use or the use of improvements upon the Easement Area, such insurance to be in an amount not less than the public liability insurance carried by Grantee upon the Grantee Parcel. Grantee shall furnish Grantor evidence, reasonably satisfactory to Grantor, of such insurance. Grantee hereby agrees to indemnify and hold Grantor harmless from all claims, demands, losses, suits, and injuries arising from the use of the Easement Area, including all costs, expenses, liabilities, including reasonable fees of Grantor's attorneys, and costs and expenses of litigation, except those arising from Grantor's negligence or willful acts or omissions.

4. **Running of Benefits and Burdens; Binding Effect.** The easement rights, covenants, and all other provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to benefit the heirs, successors-in-title and assigns of the parties hereto. This Agreement is granted only for the benefit of the Grantee Parcel and the Grantor Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those set forth above.

5. **Enforcement; Attorney's Fees.** In the event of any default under this Agreement, and such default is not cured within thirty (30) days after written notice from the non-defaulting party setting forth in reasonable detail the nature of the default, then the non-defaulting party shall be entitled to cure such default and obtain prompt reimbursement from the defaulting party of all reasonable costs actually incurred by the non-defaulting party in effecting such cure, and any and all remedies available at law or in equity. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs all reasonable attorneys' fees, together with such other costs and expenses as the court deems appropriate. Notwithstanding anything to the contrary herein, in no event shall Grantor be entitled to a remedy of termination of this Agreement or the easements granted herein due to the occurrence of an uncured default by Grantee hereunder.

6. **Notice.** All notices shall be sent by hand delivery, registered or certified mail, return receipt requested, postage prepaid, or by reputable overnight courier, prepaid, to the addresses of Grantor and Grantee as set forth in the initial paragraph hereof or to such other address or addresses as Grantor or Grantee shall designate by notice given in like manner. Notice provided hereunder shall be effective upon delivery.

7. **Entire Agreement; Amendment.** The parties hereto agree that the entire agreement between the parties with respect to the easement granted herein is set forth in this instrument. This Agreement may be amended only by an instrument in writing and signed by the then owners of the Grantee Parcel and the Grantor Parcel.

8. **Further Assurances.** The parties agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments and writing which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

9. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

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

11. **Recordation.** This Agreement, and any amendments hereto, will be recorded in the public records of Shelby County, Alabama.

[Signature page follows]



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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

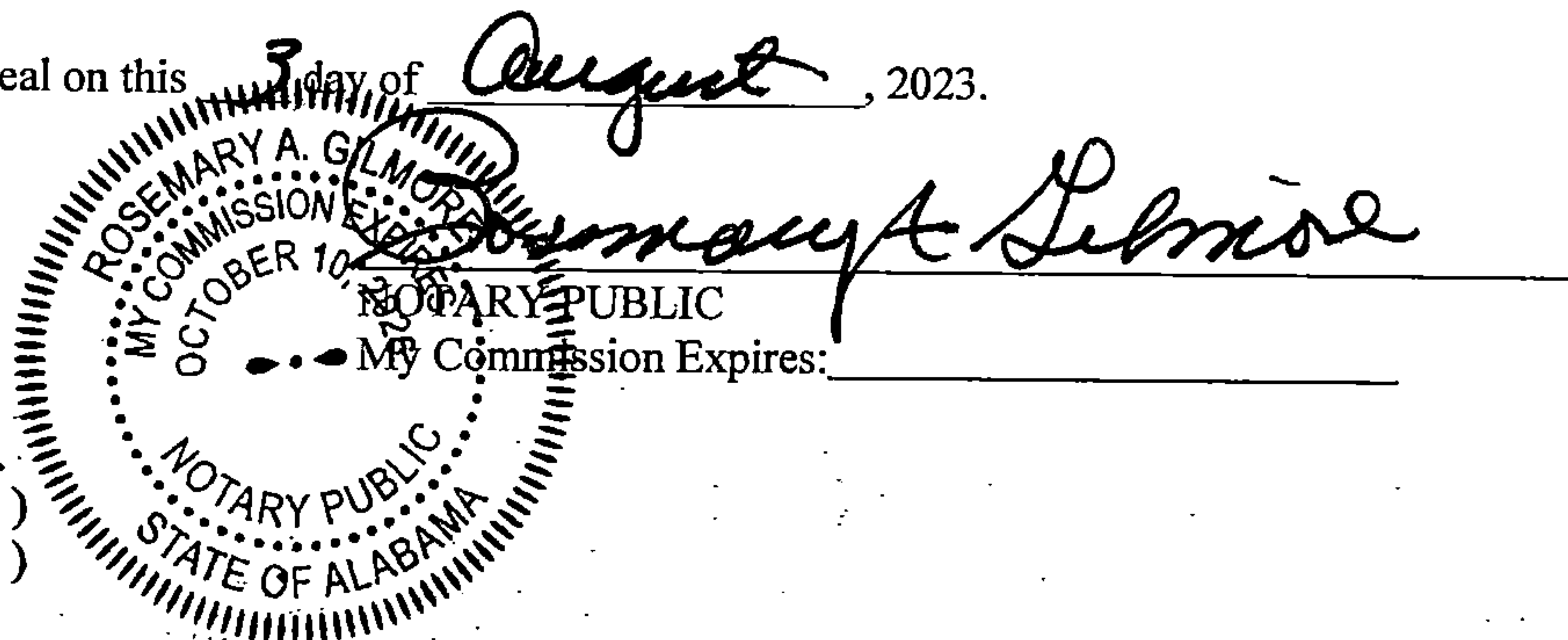
STRATEGIC REALTY PARTNERS, LLC,
an Alabama limited liability company

By: [Signature]
Name: Chris A. Serio
Title: Member
By: [Signature]
Name: Courtney Serio
Title: Member

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Christopher Serio, whose name as Member of Strategic Realty Partners, LLC, an Alabama 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 this instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

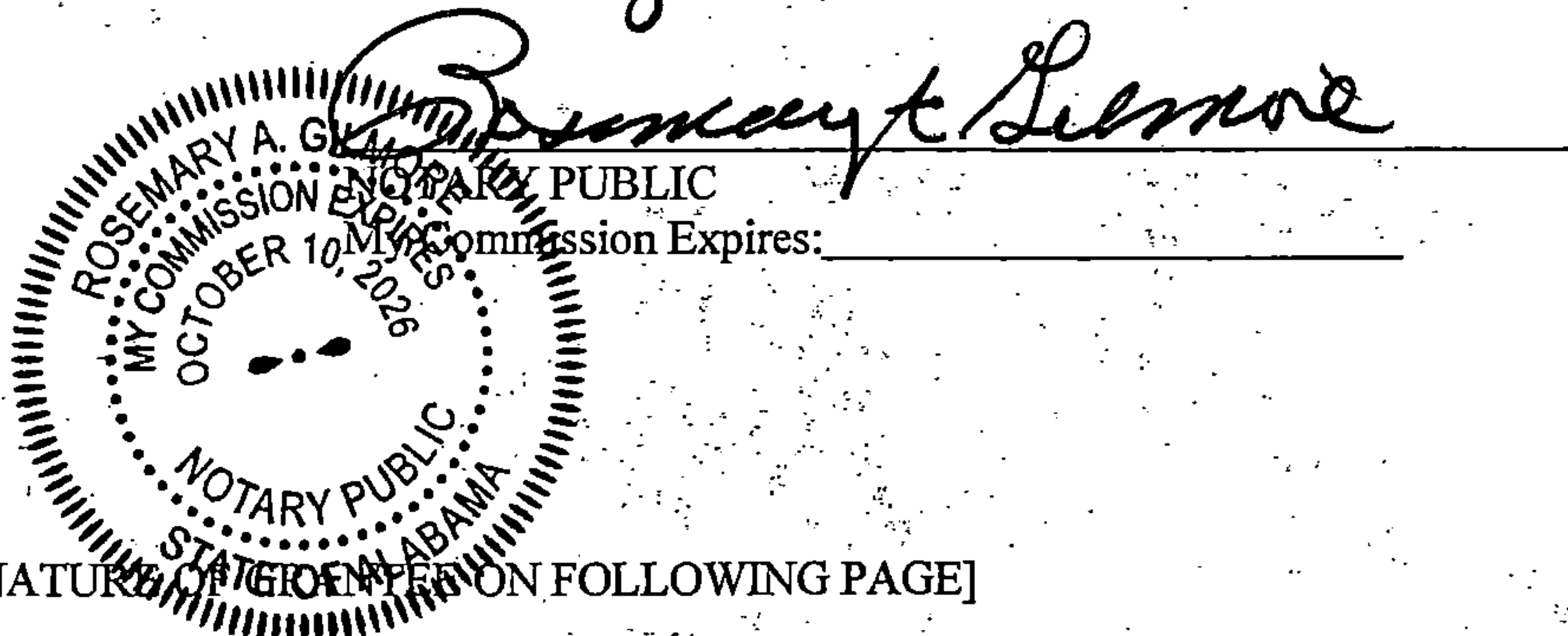
Given under my hand and seal on this 3 day of August, 2023.



STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Courtney Serio, whose name as Member of Strategic Realty Partners, LLC, an Alabama 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 this instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this 3 day of August, 2023.



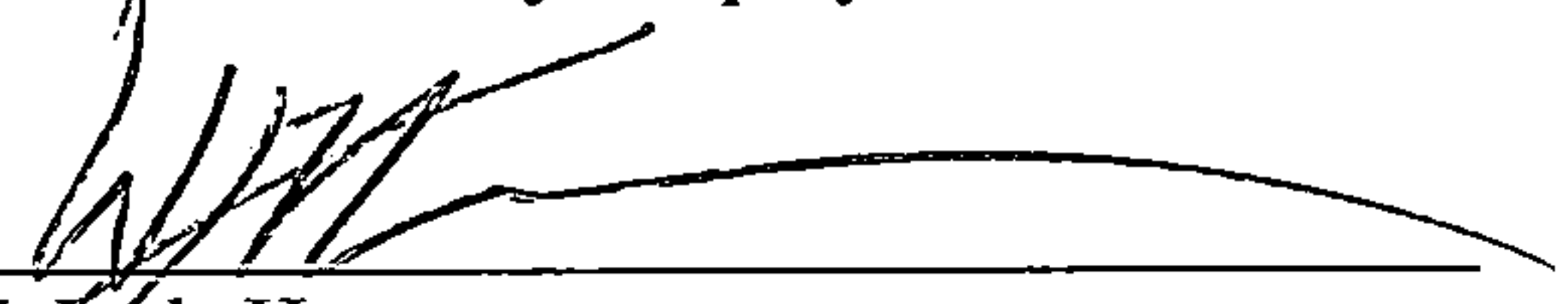
[SIGNATURE OF GRANTOR ON FOLLOWING PAGE]



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GRANTEE:

HCI CHELSEA, LLC,
an Alabama limited liability company

By: 
Name: W. Jordy Henson
Title: Manager

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that W. Jordy Henson, whose name as Manager of HCI Inverness, LLC, an Alabama 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal on this 31st day of August, 2023.

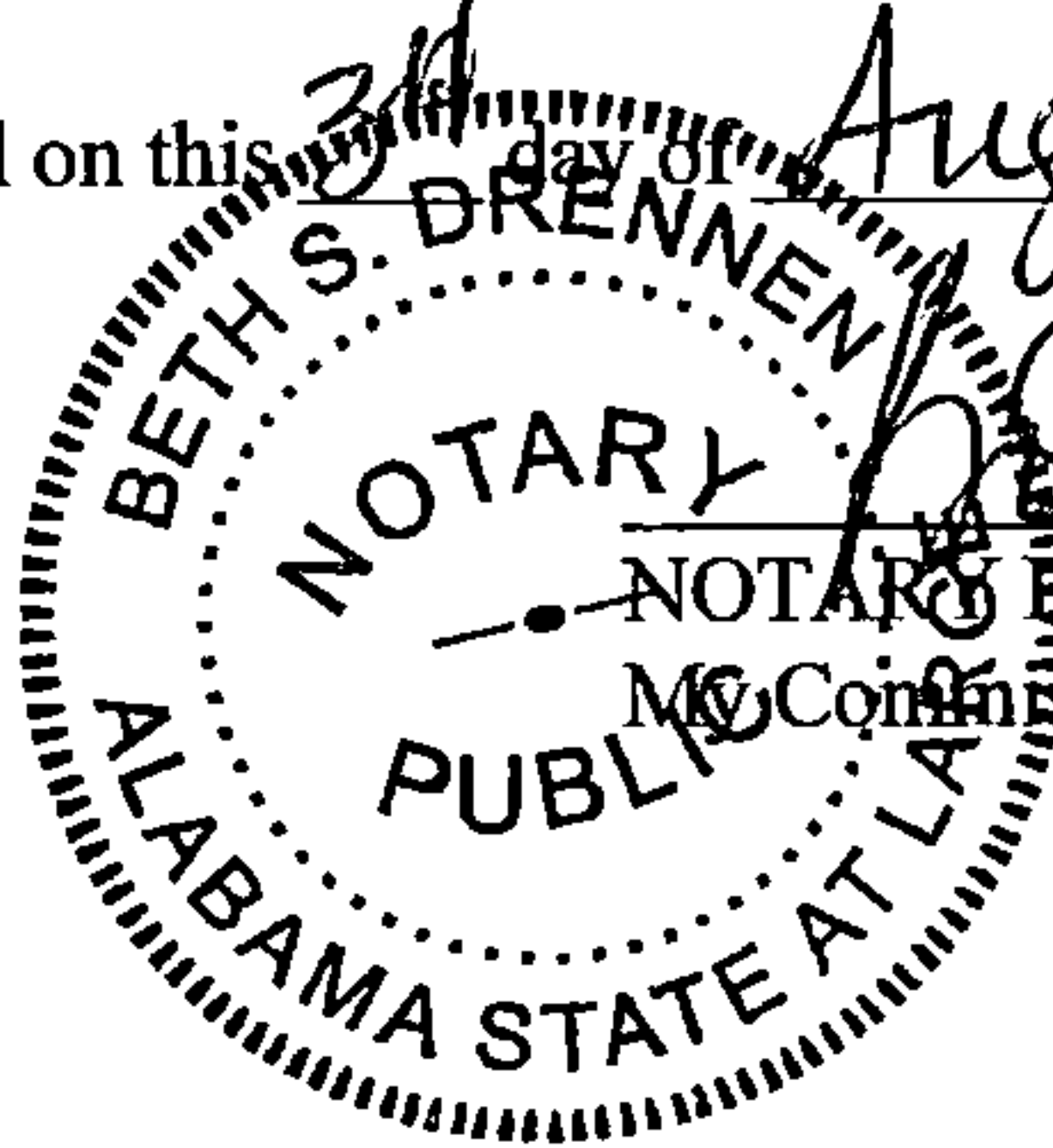
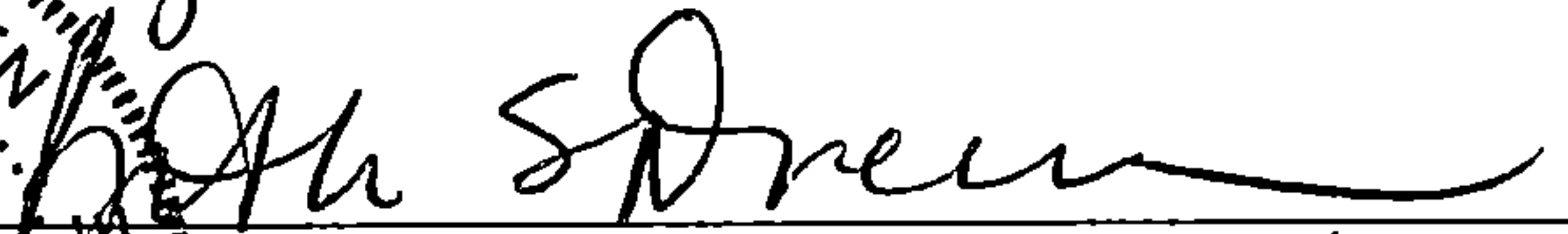
 
NOTARY PUBLIC
My Commission Expires: 7/9/2024

EXHIBIT A
GRANTOR PARCEL


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Lot B-1, Atchison's Resurvey No. 5, being a resurvey of Lot A and Lot B, Atchison's Resurvey No. 4, as recorded in Map Book 58, Page 41, in the Probate Office of Shelby County, Alabama.

EXHIBIT B
GRANTEE PARCEL



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Lot A-1, Atchison's Resurvey No. 5, being a resurvey of Lot A and Lot B, Atchison's Resurvey No. 4, as recorded in Map Book 58, Page 41, in the Probate Office of Shelby County, Alabama.

EXHIBIT C

EASEMENT AREA


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Commence at a 1/2" Capped Rebar (GMC) lying at the Northeast corner of Lot B, of Atchison's Resurvey No. 4, as per plat recorded in Map Book 57, Page 52 in the Office of the Judge of Probate of Shelby County, Alabama; thence run along the North line of said Atchison's Resurvey No. 4, N 89°59'53" W, 171.97 feet to a point; thence departing said North line run S 02°17'27" E, 55.74 feet to the Point of Beginning; thence run S 89°30'40" E, 5.51 feet to a point; thence run S 02°17'27" E, 142.26 feet to the PC of a 109.50-foot radius curve concave Easterly; thence run Southerly along the arc of said curve, 26.84 feet to a point (chord bears S 09°18'43" E, 26.77 feet); thence run N 28°52'15" W, 19.60 feet to a point; thence run N 02°17'27" W, 151.56 feet to the Point of Beginning.

Said described easement lying and being situated in Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, and contains 0.02 acres (881.17 S.F.), more or less.