

THIS INSTRUMENT PREPARED BY:
Walter F. Scott III, Esq.
GALLOWAY, SCOTT, MOSS & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, Alabama 35209
Telephone: (205) 949-5580

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT AGREEMENT
For
Ingress and Egress and Drainage
("Agreement")

Effective as of November 26, 2019

Shelby OB/GYN, P.C. (the "Grantor"), and SWS-TX RealtyLLC, ("Grantee") agree as follows:

WITNESSETH:

WHEREAS, Grantee is the owner of real property located in Shelby County, Alabama, more particularly described and depicted on Exhibit "A" attached hereto (the "Additional Parking Lot"); and

WHEREAS, Grantor is the owner of that certain parcel of real property located adjacent to the Additional Parking Lot, and to the North of the Additional Parking Lot, and as depicted on Exhibit B and C ("Owned Parcel"); and

WHEREAS, Grantor owns Owned Parcel and is the Tenant of a lease for the Additional Parking Lot, whereby Grantor is by lease obtaining additional parking.

WHEREAS, to develop the Additional Parking Lot in accordance with Exhibits B and C, Grantee needs an easement for ingress and egress and drainage.

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement for access, ingress and egress by pedestrians and vehicles, tenants, customers and invitees over and across that portion of the Owned Parcel as shown on Exhibit C designated in blue as the Ingress Egress Easement area ("Ingress Egress Easement Area"), and

WHEREAS, Grantor desires to grant Grantee a non-exclusive easement for drainage systems and drainage of the Additional Parking Lot in the area designated on Exhibit C in red as the Drainage Easement area (“Drainage Easement Area”).

NOW THEREFORE, and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Access and Parking Easement

(a) Grant of Access Ingress and Egress across the Ingress Egress Easement Area. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, and all tenants, licensees, employees, permittees and invitees of Grantee, a non-exclusive and perpetual easement to the Ingress Egress Easement Area for the purpose of vehicular and pedestrian ingress, and egress.

(b) Grant of Drainage Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a non-exclusive and perpetual easement to install drainage facilities, maintain such facilities at Grantee’s cost and expense, and direct storm water from the Additional Parking Lot to such Drainage Easement Area as Grantee deems appropriate to drain the Additional Parking Lot.

(c) No Barriers. No walls, fences or barriers of any sort or kind shall be constructed or maintained on the Ingress Egress Easement Area, or the Drainage Easement Area, or any portion thereof, which shall materially prevent or impair the use or exercise of the easements granted herein, or the access and movement of water, pedestrian and vehicular traffic thereon, except for routine maintenance.

(d) Driveway Maintenance. Grantee shall not have any obligation to maintain the driveway located on the Easement Area. Grantee shall be obligated to maintain the structure and free flow of the drainage facilities in the Drainage Easement Area, but Grantor shall be responsible for day to day keeping leaves off of the Drainage Easement Area in conjunction with its normal property maintenance.

2. Private Agreement.

(a) Covenants Running with the Land. The rights, privileges, obligations and easements herein granted are for the non-exclusive use, enjoyment and benefit of Grantee, Grantee’s successors, assigns, mortgagees, tenants, licensees and invitees, as more fully set out in this Agreement, and burden Grantor, their heirs, personal representatives, successors, assigns, mortgagees, tenants, licensees and invitees, as more specifically set out in this Agreement. The

obligations and benefits contained herein are covenants running with the properties referenced herein.

(b) Non-Merger. The ownership at any time during the term of this Agreement of the Easement Area or any interest therein, by the same owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement.

3. General Provisions

(a) Notices. Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight air courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as listed in the County Tax Assessor's Office.

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt or a response; and (ii) if given by personal delivery or by overnight air courier, when delivery is made to or rejected at the appropriate address.

(b) Rights and Remedies. It is expressly understood and agreed that upon a breach of this Agreement by Grantor and Grantee, the non-breaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief; provided that such non-breaching party shall not be entitled to bring or maintain an action to terminate this Agreement.

(c) Estoppel Certificates. From time to time upon request in writing from Grantee, but not to exceed two times annually, Grantor agrees to execute, acknowledge and deliver to Grantee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and any other factual data relating to this Agreement which Grantee may reasonably request. Grantor shall execute and deliver such written statement to the Grantee within twenty (20) days of its receipt of such written statement.

(d) General Provisions. This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature

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and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement shall not be modified or amended except by mutual written agreement. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. This Agreement is binding on the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

"Grantor"

Shelby OB/GYN, P.C.

By:

James L. Head, M.D.

Its: President

signed date 11-27-19

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James L. Head, MD whose name as President of Shelby OB/GYN, P.C., an Alabama Professional Corporation, 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 the said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said Professional Corporation.

GIVEN under my hand and seal, this 26th day of November, 2019.

Kimberly Sharp
NOTARY PUBLIC

26th Nov 2019

"Grantee"

SWS-TX Realty, Inc.

By: *J. David Brown*

J. David Brown

Its: President

Signed date 11/26/19

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. David Brown, whose name as President of SWS-TX Realty, Inc., a corporation, 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 the said instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 26th day of November, 2019.

Nina S. Bates

NOTARY PUBLIC

**My Commission Expires:
October 29, 2022**

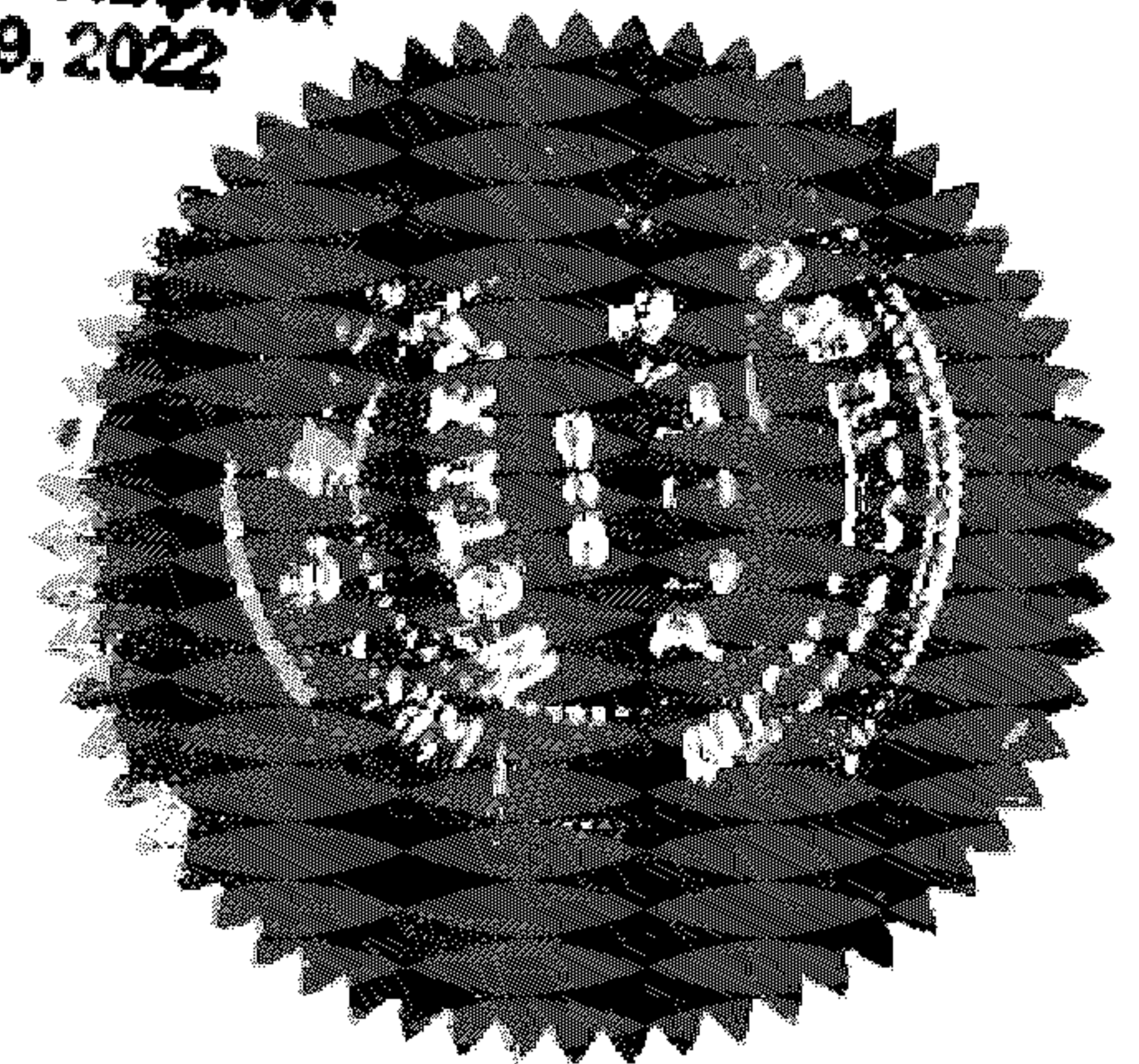


EXHIBIT A

An ingress/egress easement lying in the Northeast 1/4 of the Southeast 1/4 of Section 35, Township 20 South, Range 3 West, City of Alabaster, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 2" iron pipe found at the Southeast corner of Parcel 1; Thence North 06 degrees 53 minutes 59 seconds East a distance of 75.94 feet along the property line to an iron pipe found at the Northeast corner of Parcel 1; Thence North 84 degrees 18 minutes 10 seconds West a distance of 142.11 feet to a point on the property line of Parcel 1, said point being the POINT OF BEGINNING.

Thence leaving said property line of Parcel 1 North 05 degrees 41 minutes 50 seconds East a distance of 22 feet to a point; Thence North 84 degrees 18 minutes 10 seconds West a distance of 23.85 feet to a point on the eastern right of way of US Highway 31, having a 137 foot right of way; Thence along said right of way of US Highway 31 South 09 degrees 22 minutes 52 seconds West a distance of 22.05 feet to an iron pin set; Thence leaving said right of way of US Highway 31 and continuing along the northern property line of Parcel 1 South 84 degrees 18 minutes 10 seconds East a distance of 25.26 feet to the POINT OF BEGINNING.

All of said ingress/egress easement lies in the Southeast 1/4 of Section 35, Township 20 South, Range 3 West and contains 0.012 acres (541 square feet), more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/31/2026 09:51:09 AM
\$47.00 KELSEY
20260331000092460

Allie S. Bayl

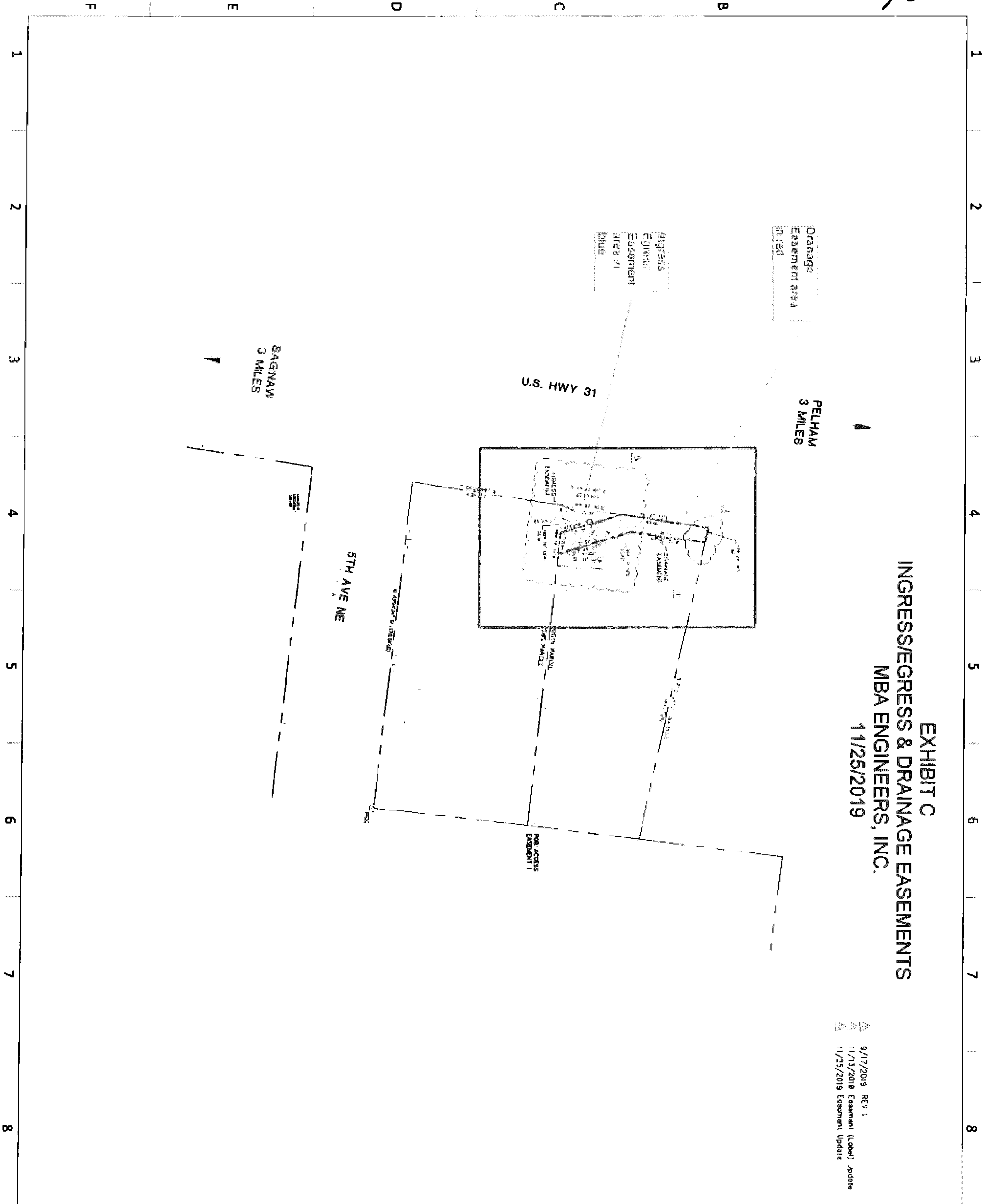


EXHIBIT C
INGRESS/EGRESS & DRAINAGE EASEMENTS
MBA ENGINEERS, INC.
11/25/2019

9/17/2019 REV 1
11/13/2018 Easement (Local) Update
11/25/2019 Easement Update

	<p>CONSTRUCTION DOCUMENTS</p>	<p>MBA ENGINEERS, INC. 2001 PINE BLVD SUITE 300 BIRMINGHAM, AL 35203 PHONE 205-340-3333</p>	<p>OWNER INFORMATION</p> <p>514 1ST ST N. PARKING ADDITION ALABASTER, AL SECTION 1, TOWNSHIP 10S, RANGE 3W</p>	<p>OWNER INFORMATION</p> <p>DATE OF PLAN: 11/25/2019 PROJECT NO: 2019-001 PROJECT NAME: 514 1ST ST N. PARKING ADDITION OWNER: [REDACTED] DESIGNED BY: [REDACTED] CHECKED BY: [REDACTED] DATE: 11/25/2019</p>	<p>PROPERTY EASEMENTS PLAN</p> <p>C2.1</p>
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