

Prepared by: *& return to:*
Advantage Title & Escrow, Inc.
1321 Murfreesboro Pike Ste. 823
Nashville, TN 37217 *17349*

**GRANT OF ACCESS EASEMENT FOR
INGRESS/EGRESS, UTILITIES, AND MAINTENANCE AGREEMENT**

THIS GRANT OF ACCESS EASEMENT FOR INGRESS/EGRESS AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of this 19 day August 2024 (the "Effective Date") by and between Tennessee residents **Arendelle Properties, LLC** hereinafter called ("Grantor") and **Arendelle Properties, LLC**, and hereinafter called ("Grantees").

WITNESSETH:

WHEREAS, Grantor **Arendelle Properties, LLC** are the owners of that certain real property located at 1600 Franklin Rd. Brentwood, Tennessee 37027 and more particularly described as map and parcel # 36-64.00 in deed 8860-831 Davidson County, TN register of deeds ("Grantor's Parcel"); and

WHEREAS, **Arendelle Properties, LLC** are the owners of that certain real property located at 1608-10 Franklin Rd Brentwood, TN 37027 and more particularly described in Book 8860, Page 831 Williamson County, TN register of deeds ("Grantee's Parcel") and

WHEREAS, Grantor has agreed to grant, transfer and convey to Grantees an ingress and egress easement over, under, through and across a portion of Grantor's Parcel for purposes of accessing Grantee's Parcel from Franklin Rd.

WHEREAS, The driveway improvements on the respective Grantor's property is a drive as shown in Exhibit "A" attached from Franklin Rd/Pike to grantees property.

NOW, THEREFORE, for Ten Dollars (\$10.00) paid Grantor by Grantees and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantees a perpetual, non-exclusive access easement (the "Access Easement") across their respective portion of Grantor's Parcel as shown in Exhibit "A" and as is presently improved as part of a driveway for the use of vehicular traffic use in connection with their respective properties. Grantees may use the Access Easement only for purposes of (i) pedestrian and vehicular ingress to and egress from Grantee's Parcel, and (ii) installing, operating, maintaining, repairing and replacing an access road, landscaping, curbing, any Utilities needed, and related improvements serving Grantee's Parcel (the "Access Easement"). Grantor and Grantees hereby acknowledge and agree that (a) Grantees shall have no right to access any other portion of Grantor's Parcel in connection with the construction, maintenance, repair or replacement of the Access Drive, utilities, landscaping or other improvements permitted to be installed within the Access Easement, and (b) Grantees shall have no rights in or to any other portion of Grantor's Parcel under this Agreement. (c) Grantees shall have no right to widen the road in any way.

2. Maintenance and Repair. Grantees shall insure that all improvements which it constructs or installs in the Access Easement (including, but not limited to, the Access Drive and utilities) are kept in a good, clean and safe condition at all times during use. Grantees shall be responsible for one 100% of the cost and expense to promptly make all necessary repairs, maintenance and replacements needed for reasonable passage of ingress and egress. Reasonable passage includes, however, is not limited to, free from ruts and other obstructions visible to vehicular or pedestrian traffic.

3. Remedy. If Grantees fail to make any repairs, maintenance or replacements required hereunder within thirty (30) days after it receives written notice from the grantor, of the need therefore, then the grantor may, in addition to any other remedies available hereunder or at law or in equity, perform such repairs, maintenance and replacements on behalf of the grantee, in which event the grantees shall reimburse grantors for all costs and expenses which grantor incurs in connection therewith. Provided that grantor, without limiting its other rights or remedies, may immediately perform any such repairs, maintenance or replacements on behalf of grantee to the extent the same are necessary to correct a condition that creates an imminent risk of material injury to persons or property, without giving advance notice to the grantee. No reimbursement is required for a cost of repair or maintenance that is considered by a court of law to be outside or above the reasonable passage requirement.

4. Restoration. In the event Grantors Parcel or any building, structures, fixture, improvement or personal property thereon is damaged as a result of Grantees or any of its agents, employees, contractors, tenants, customers, guests or invitees use or enjoyment of the Access Easement, Grantees shall, at Grantors option and without limiting the remedies available to Grantors at law or in equity, either (i) reimburse Grantors for all costs and expenses that Grantors incurs to fully repair or, if reasonably necessary, replace the damaged property, or (ii) cause the damaged property to be fully repaired or, if reasonably necessary, replaced. The cost of repair will be the sole burden of the lot owner to which itself or its agents, employees, contractors, tenants etc. damage the easement, and will not be shared with the other innocent lot owners.

5. Construction. The terms of this Agreement shall be binding on and insure to the benefit of Grantors, Grantees and their respective successors-in-interest and any references to Grantors and Grantees shall be deemed to mean and include their respective successors-in-interest as though they had been original parties to this Agreement. In the event the Grantees Parcel is subdivided, the rights and obligations of Grantees under this Agreement will extend to any and all successor owners of each tract resulting from such subdivision; provided, all costs associated with the maintenance of the Access Drive and any landscaping or other improvements constructed within the Access Easement will be shared by the owners of the subdivided parcels with each successor owner being responsible for their percentage interest of the cost thereof. Notwithstanding anything to the contrary contained herein, Grantors, Grantees and their respective successors-in-interest shall only be obligated under this Agreement to the extent the terms hereof relate to the period during which they own Grantors Parcel or Grantees Parcel (or any subdivided portion thereof), as applicable. The holder of any mortgage, deed of trust, deed to secure debt or other similar security interest encumbering Grantors Parcel or Grantees Parcel (collectively, a "Mortgage") shall not be bound by the terms of this Agreement unless and until its Mortgage is foreclosed or fee simple title to Grantors Parcel or Grantees Parcel, as applicable, is otherwise transferred to it.

6. Status. Grantees acknowledges and agree that Grantor has not made, is not making and specifically disclaims any warranties, representations, guarantees or assurances, express or implied, to Grantees with respect to the Access Easement. Grantees further acknowledges and agree the Access Easement is being conveyed and transferred to Grantees in its present condition, "as is, where is" and with all faults, and Grantors shall have no obligation to protect or defend the Grantees from or against any claim or claim of interest pertaining, directly or indirectly, to the status of title to the Access Easement.

7. Insurance. While this Agreement remains in force and effect, Grantees shall maintain, at all times, the Access Easement within the coverage afforded under Grantee's general liability and homeowner's insurance policies covering Grantees Parcel. Grantee shall furnish Grantor with a current certificate of insurance or, at Grantors option, a certified duplicate policy evidencing the existence of the insurance required under this Section 7 within fifteen (15) days after Grantor's written request therefor.

8. Indemnification. Grantees agrees to indemnify, defend and hold harmless Grantor, Grantors agents, employees, contractors and tenants, and the holders of any mortgage, deed of trust, deed to secure debt or other similar security interest encumbering the Grantors Parcel (collectively, the "Indemnified Parties") from and against all claims, suits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees, litigation expenses and court costs) arising, directly or indirectly, out of Grantees or any of Grantees employees, contractors, tenants, guests or invitees use of the Access Easement. The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

9. Attorneys' Fees. In the event any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party therein.

10. Miscellaneous. This Agreement (i) constitutes the entire agreement and understanding of Grantors and Grantees with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Grantors and Grantees. In the event any provision hereof shall be prohibited by or invalidated under applicable laws, the remaining provisions of this Agreement shall remain fully effective. The terms of this Agreement shall be construed in accordance with the laws of the State of Tennessee.

11. Rights of Public. Nothing contained herein shall be construed as granting the general public any right to use the Access Easement, and Grantor shall have the right to temporarily close or restrict access to the Access Easement in order to prevent the general public from acquiring any rights therein, provided Grantors agrees to use reasonable efforts to minimize the interference to Grantee's Parcel caused thereby.

12. Covenants that Run with Land. The Access Easement and all the covenants, conditions and agreements contained herein shall run with the land in a perpetual manner.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

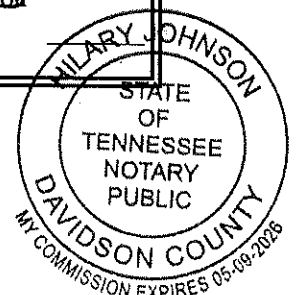
STATE OF TENNESSEE .
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is \$10.

Subscribed and sworn to before me this 1st day of AUGUST 2024.

[Signature]
Affiant

[Signature]
Notary Public
My Commission
Expires:



GRANTOR:

[Signature] Member
Arendelle Properties, LLC

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Ferozkhilnejad the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Ferozkhilnejad Member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the 19 day of August 2024.

Hilary Johnson
Notary Public



GRANTEES:

[Signature] Member
Arendelle Properties, LLC

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Ferozkhilnejad the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Ferozkhilnejad as Member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the 19 day of August 2024.

Hilary Johnson
NOTARY



GRANTOR:

Nader Bahri, member
Arendelle Properties, LLC

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Nader Bahri, the bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Nader Bahri as Member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the day of August 2024.

Hilary Johnson
Notary Public



GRANTEES:

Nader Bahri, member
Arendelle Properties, LLC

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Nader Bahri, the bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Nader Bahri as Member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the day of August 2024.

Hilary Johnson
NOTARY



GRANTOR:

[Signature], member
Arendelle Properties, LLC

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Hans Niknejed the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Hans Niknejed as member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the day of August 2024.

Hilary Johnson
Notary Public

GRANTEES:

[Signature], member
Arendelle Properties, LLC

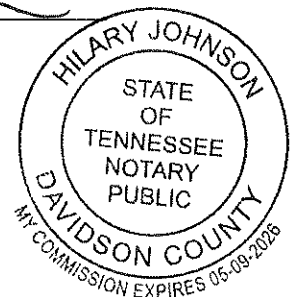
STATE OF Tennessee
COUNTY OF Davidson



Personally appeared before me, Hilary Johnson, the undersigned, a Notary Public in and for said County and State, the within named Hans Niknejed the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he as such Member of Arendelle Properties, LLC executed the within instrument for the purposes therein contained by signing the name of Hans Niknejed as Member of Arendelle Properties, LLC.

19 WITNESS my hand and seal at office in Nashville, Tennessee, on this the day of August 2024.

Hilary Johnson
NOTARY



INDICATES EASEMENT FOR INGRESS, MAINTENANCE
AND ANY NEEDED PUBLIC UTILITIES

