

Utility and Signage Easement together with certain easement and access rights over the remainder of Lot 2 for the limited purpose of installing, maintaining, repairing or replacing gas, electric, phone, internet, water and cable lines, pipes and services (the "Utilities") for the benefit of Lot 1, subject to certain restrictions set forth herein (the "Utilities and Repairs Easement");

NOW, THEREFORE, in consideration of the premises recited above, which shall be and are incorporated into the body of this Agreement as if more fully restated below, the covenants and agreements set forth in this Easement Agreement and the sum of Ten and no/100 U.S. Dollars (\$10.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed by the Parties as follows:

1. Grant of Rights and Easements. Grantor hereby establishes and grants the following rights and easements to Grantee:

A. Ingress, Egress, Utility and Signage Easement. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, an irrevocable, perpetual and non-exclusive easement appurtenant over, across and through the Ingress, Egress, Utility and Signage Easement (Exhibit C) for the purpose of providing unobstructed pedestrian and vehicular ingress and egress between Shelby County Highway #52 (as depicted on the Plat and Survey attached hereto as **Exhibit D** and incorporated herein by reference as if fully set forth) and Lot 1 for the benefit of Grantee and Grantee's tenants and their respective employees, agents, customers, business visitors, business guests, licensees, and invitees. Included in this grant of easement is the right by Grantee to place a monument sign in the Ingress, Egress, Utility and Signage Easement provided that such sign does not obstruct the flow of traffic on and across the Permanent Access Driveway. This easement shall be appurtenant to and constitute a covenant running with the land in favor of Grantee's Property.

The Parties further agree as follows:

- (i) The Ingress, Egress, Utility and Signage Easement shall be used in common with the Owner(s) of Lot 2 and his/her/its/their respective occupants, and all of their respective employees, agents, customers, business visitors, business guests, licensees, and invitees.
- (ii) The Ingress, Egress, Utility and Signage Easement shall be kept open and unobstructed at all times, and nothing shall allow any Owner, or invitee thereof any right to obstruct the free flow of traffic over and across the Permanent Access Driveway except as may be necessary for maintenance or repairs as otherwise provided herein below.
- (iii) The Owner of Lot 2 shall not relocate the curb cut used to access the Permanent Access Driveway (the "Access Point") or the Permanent Access Driveway except as may be required by applicable law and upon any such

relocation, the rights and benefits of this Agreement shall extend to any such “new” curb cut and Access Point and, Grantor and Grantee, for themselves, their heirs successors and/or assigns, covenant and agree to execute such documents and agreements as may be necessary to effectuate the purpose of this Ingress, Egress, Utility and Signage Easement, which is to allow ingress and egress from County Road #52 to Lot 1 and to further comply with the covenants and agreements set out in Section 3 below.

- (iv) The Owner(s) of Lot 1 agrees that the size and design of the monument sign and the placement thereof must meet the approval of the Owner(s) of Lot 2 which approval shall not be unreasonably withheld.

B. Utilities and Repairs Easement. Grantor does further grant, bargain sell and convey unto Grantee, its successors and assigns, an irrevocable, perpetual and non-exclusive easement appurtenant over, across, under and through the Ingress, Egress, Utility and Signage Easement for the purpose of installing, maintaining, repairing or replacing gas, electric, phone, internet, water and cable lines, pipes and services. Grantor hereby grants and establishes irrevocable, perpetual and non-exclusive temporary easements and access rights to Grantee for the installation of improvements and for incidental encroachments upon, over, under and through the remainder of Lot 2 which may occur as a result of any construction work performed in the development, repair or maintenance of the Permanent Access Driveway, any monument sign erected by Grantee in the Ingress, Egress, Utility and Signage Easement and any Utilities servicing Lot 1, so long as such encroachments are kept within the reasonable requirements of construction work which is expeditiously pursued, and so long as customary insurance is maintained protecting the Owner of Lot 2 from the risks involved. This easement shall be appurtenant to and constitute a covenant running with the land in favor of Grantee's Property.

The Parties further agree as follows:

- (i) In the event that it becomes necessary to repair or perform maintenance on any of the Utilities servicing Lot 1 that are not located within the Ingress, Egress, Utility and Signage Easement, the Owner of Lot 1 shall make arrangements with the Owner of Lot 2 for the maintenance or repair of said Utility with the least amount of inconvenience and disruption to the Owner of Lot 2 and the Owner of Lot 2 shall cooperate with the Owner of Lot 1 to facilitate the most expeditious repair or maintenance possible.
- (ii) In the event that any underground Utility servicing Lot 1 which is located on Lot 2 outside of the Ingress, Egress, Utility and Signage Easement cannot be reasonably repaired in its existing location, and must be replaced, the Parties agree that any such new installation shall be made in the Ingress, Egress, Utility and Signage Easement area of Lot 2 and the Owners agree to

cooperate to make such installation as efficient and unobtrusive as possible with the minimum amount of impact to the Permanent Access Driveway.

2. Construction, Maintenance and Repair.

A. Ingress, Egress, Utility and Signage Easement. The cost of maintaining, repairing and replacing the Permanent Access Driveway shall be shared equally between the Owners of Lot 1 and Lot 2. This obligation shall include the constructing, reconstructing, repairing, maintaining and/or resurfacing of the Permanent Access Driveway in the Ingress, Egress, Utility and Signage Easement. Any construction and/or maintenance and repair obligations created or arising out of this Easement Agreement shall be personal only with the Owners of Lots 1 and 2 at the time that any costs are incurred and shall not be a lien or charge upon either of the subject properties at any time. The Owners shall determine among themselves, when and the extent to which maintenance or replacement of the improvements within the Ingress, Egress, Utility and Signage Easement is required. Each Owner shall be fully responsible for any and all damages caused by such Owner (or his/her/its agents, contractors, guests or employees) to the Permanent Access Driveway and shall promptly repair, at such Owner's sole cost and expense any and all such damage.

B. Utilities and Repairs Easement. The cost of installing, repairing, maintaining and replacing utilities shall be shared equally by both Owners except that if only one Property benefits from a particular utility, then the cost shall be solely on the Owner of the property so benefitted.

C. Repairs Generally. All work done in connection with the installation, maintenance or repair of the Permanent Access Driveway or any of the Utilities shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of any person or entity having the right to use the easements.

3. Relocation of Permanent Access Driveway and Access Point. The Access Point and Permanent Access Driveway may only be relocated or changed by the Owner(s) of Lot 2 if required by applicable law. If the Owner(s) of Lot 2 are required to relocate the Access Point and Permanent Access Driveway, the Owner(s) of Lot 2 shall:

- (1) Give at least thirty (30) days' prior advance notice to the Owner of Lot 1;
- (2) Provide a substitute easement, in recordable format, that is to be granted for the new location and indicate that such easement is not subject to defeasance by paramount title;
- (3) Construct, at its expense, a new permanent access driveway on such new location which is, in all respects, at least equal or comparable to the Permanent Access

Driveway in the old location; and

(4) If a relocation of the Permanent Access Driveway occurs, Owner(s) of Lots 1 and 2, shall execute such instruments as shall be necessary or appropriate to permit such relocation provided the same (a) are consistent with the terms and provisions set forth in this Agreement, (b) in recordable form (including a revised or replacement survey and easement), and (c) identify the location of the new Permanent Access Driveway. All cost and expense of the same shall be borne equally by the Owners of Lots 1 and 2.

(5) Comply with Applicable Laws.

4. Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (“Dispute”) shall be resolved with the following procedures:

A. Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the “Negotiation”).

B. Mediation. If the dispute has not been resolved by negotiation in accordance with paragraph 3(A), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within 14 days then each party shall choose their own mediator who shall then confer and appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with paragraph A, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be

discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

C. Arbitration. Any Dispute not resolved through negotiation or mediation in accordance with paragraphs 3(A) and (B) shall be resolved by final and binding arbitration in accordance with the rules of American Arbitration Association. The arbitration will be held using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The parties understand that arbitration is final and binding and that they are waiving their rights to other resolution processes (such as court action or administrative proceeding).

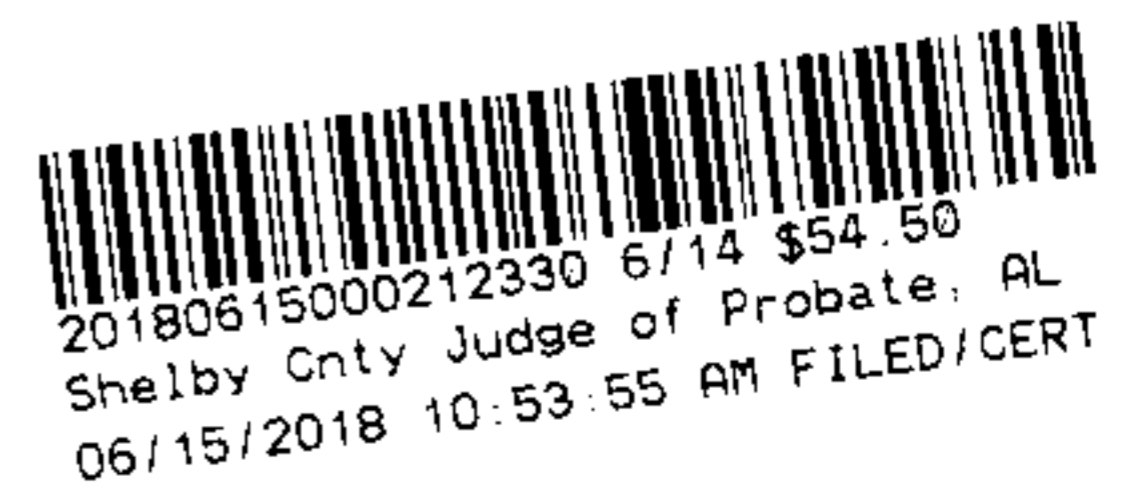
5. Subordination. Any mortgagee of all or any portion of Lot 2 hereby agrees on behalf of itself and its successors and assigns for the benefit of the Parties and their respective successors and assigns that by recording of its mortgage, such mortgage shall be subject and subordinate to the easements granted under this Agreement or relocated pursuant to this Agreement and each Party further agrees to execute and deliver such instruments as may be reasonably requested by the other Party for the purpose of further evidencing the foregoing subordination.

6. Taxes. The Owner of Lot 2 shall be responsible for all ad valorem property taxes on Lot 2 including taxes encompassing the shared access area.

7. Insurance. Each Owner shall obtain and maintain during the term of this Agreement general liability insurance including public liability and property damage in commercially reasonable amounts covering the Easement Area which names the other Owners as additional insureds on a primary and non-contributing basis. All insurance required by this Agreement shall contain a provision that coverage may not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance written notice is given to the additional insured at their address as set forth above or such other address as the additional insured shall specify. Each Owner agrees to furnish the other Owner(s) certificates of all insurance required under this paragraph within thirty (30) days of policy renewal or written request of the other Owner(s).

8. Notices. All notices, requests, claims, demand, or other communications (collectively "Communications") hereunder shall be in writing and shall be personally delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) at the property address set forth below, or such other address or such additional recipient as any party may designate in writing from time to time.

If to Grantor: Mediterranean Express LLC
1029 Hiemeadow Drive
Gardendale AL 35071



If to Grantee: Lakeridge Mgmt, LLC
421 Lakeridge Drive
Helena, AL 35007

All Communications shall be effective upon delivery to or refusal by the intended recipient. Further, any communication may be delivered by email or other electronic format provided that, in all circumstances, a copy of any such Communications shall be delivered in a written format on the following business day.

9. Binding Effect. The Easements granted herein shall be perpetual, shall be appurtenant to and constitute a covenant running with the land in favor of Grantee's Property, and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors, heirs and/or assigns. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person or entity.

10. Improvements. Neither Grantor nor its transferees, grantees, successors or assigns shall build or construct, or permit to be built or constructed, any building or structure over or across the Ingress, Egress, Utility and Signage Easement.

11. Grantor's Title. Grantor does hereby covenant, for itself, its successors and assigns, with Grantee, its successors and assigns, that (a) Grantor is at the time of these presents lawfully seized in fee simple of the afore granted premises; (b) that they are free from all encumbrances, unless otherwise noted or excepted above, (c) that Grantor has a good right to sell and convey the same and (d) that Grantor will warrant and defend the said premises to said Grantee, its successors and assigns forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, on this the 12 day of June, 2018, Grantor and Grantee have hereto set their official hands and seals.


[SIGNATURE PAGES FOLLOW]



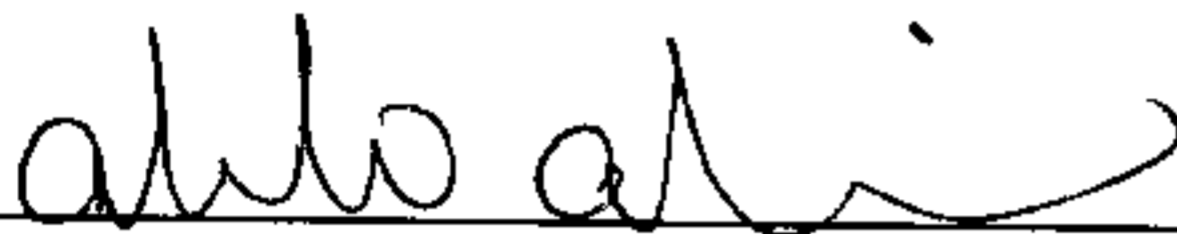
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Grantor:

Mediterranean Express LLC



by Hafedh Mohamed
its Member 1 of 2

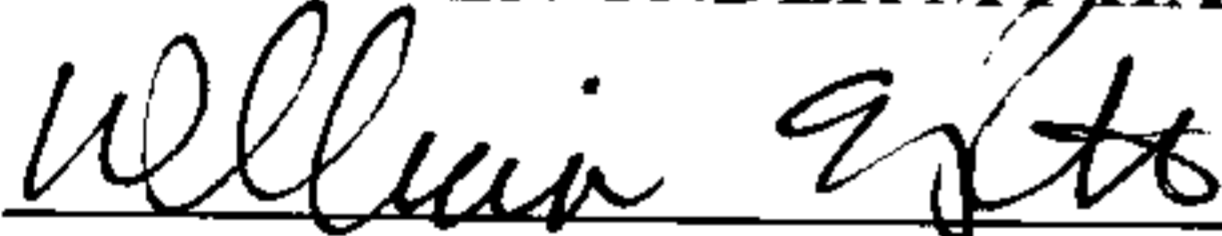


by Abdo Obeid
its Member 2 of 2

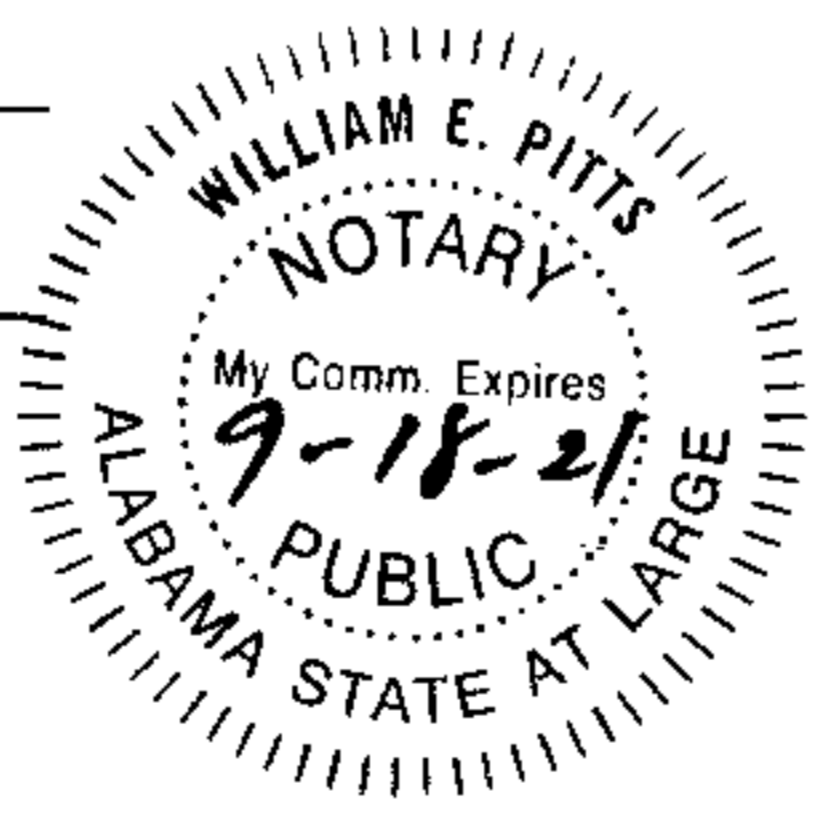
STATE OF ALABAMA)
)
COUNTY OF Shelby)


I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Hafedh Mohamed and Abdo Obeid, whose names as members of Mediterranean Express LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, they, as such members and with full authority, executed the same voluntarily and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, this the 12 day of June, 2018.



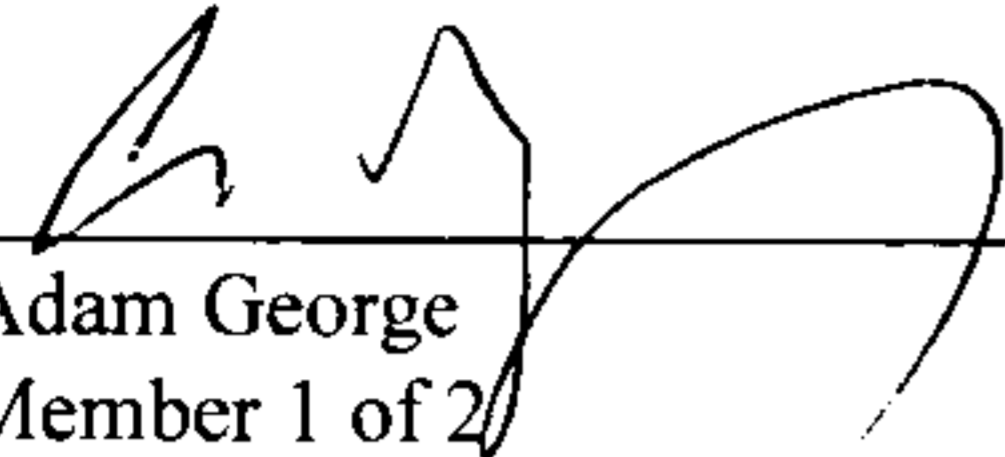
NOTARY PUBLIC
My Commission Expires: _____

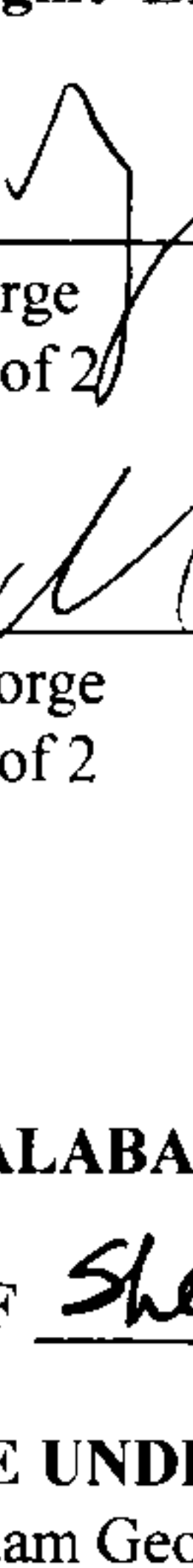



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Grantee:

Lakeridge Mgmt LLC



by Adam George
its Member 1 of 2


by Deedra George
its Member 2 of 2

STATE OF ALABAMA)
COUNTY OF Shelby)

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said county, hereby certify that Adam George and Deedra George, whose names as members of Lakeridge Mgmt, LLC are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the said instrument, they, as such members and with full authority, executed the same voluntarily and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, this the 12 day of June, 2018.


NOTARY PUBLIC

My Commission Expires:

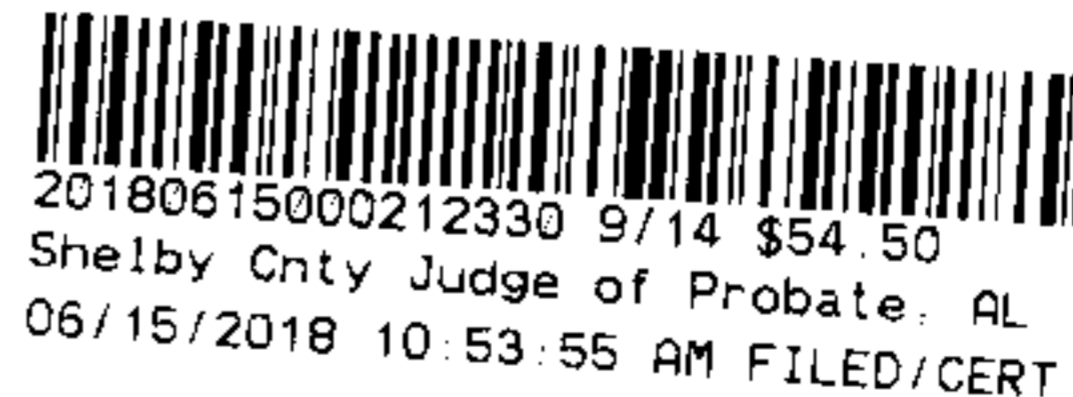
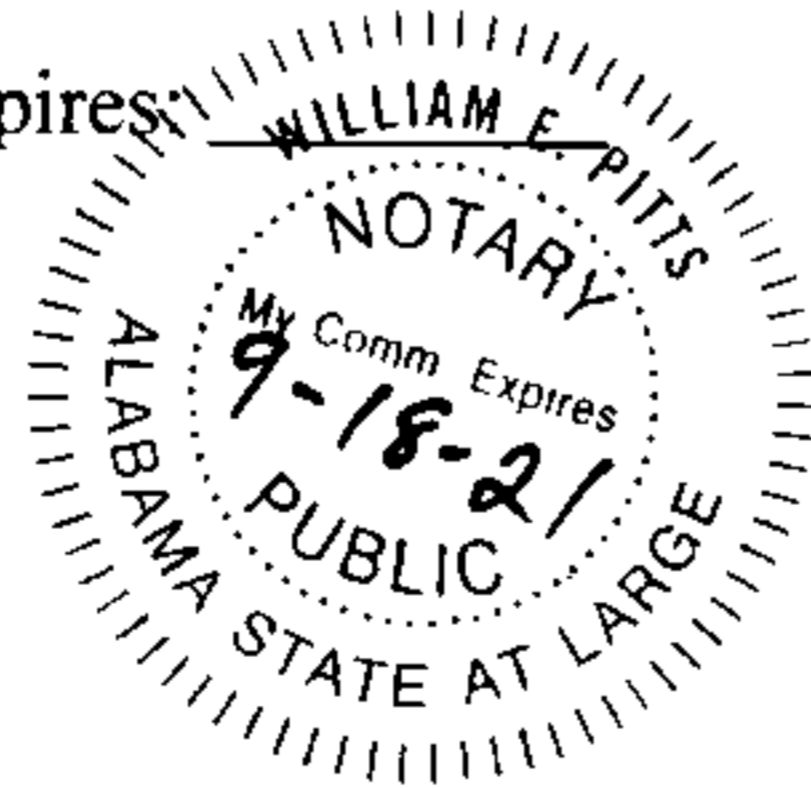


EXHIBIT A
"Lot 1"
Grantee's Property

Lot 1, according to Mediterranean Express Survey #1, as recorded in Map Book 49, Page 49, in the Probate Office of Shelby County, Alabama.

being further described as:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA; THENCE RUN NORTH 88 DEGREES 34 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 21 FOR 558.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 88 DEGREES 34 MINUTES 10 SECONDS WEST FOR 99.65 FEET; THENCE RUN SOUTH 45 DEGREES 19 MINUTES 57 SECONDS WEST FOR 167.65 FEET; THENCE RUN SOUTH 26 DEGREES 36 MINUTES 11 SECONDS EAST FOR 152.42 FEET TO A POINT THAT IS 31.29 FEET FROM THE CENTERLINE OF A 100 FOOT ALABAMA POWER COMPANY EASEMENT; THENCE RUN NORTH 30 DEGREES 53 MINUTES 50 SECONDS EAST AND PARALLEL WITH SAID EASEMENT CENTERLINE FOR 293.27 FEET TO THE POINT OF BEGINNING.



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EXHIBIT B
"Lot 2"
Grantor's Property

Lot 2, according to Mediterranean Express Survey #1, as recorded in Map Book 49, Page 49, in the Probate Office of Shelby County, Alabama.

being further described as:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST , SHELBY COUNTY ALABAMA; THENCE RUN NORTH 88 DEGREES 34 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 21 FOR 658.52 FEET; THENCE RUN SOUTH 45 DEGREES 19 MINUTES 57 SECONDS WEST FOR 167.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45 DEGREES 19 MINUTES 57 SECONDS WEST FOR 192.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 52; THENCE RUN SOUTH 26 DEGREES 30 MINUTES 21 SECONDS EAST ALONG SAID ROAD RIGHT OF WAY FOR 220.44 FEET TO A POINT THAT IS 22.04 FEET FROM THE CENTERLINE OF A 100 FOOT ALABAMA POWER COMPANY EASEMENT; THENCE RUN NORTH 30 DEGREES 53 MINUTES 50 SECONDS EAST AND PARALLEL WITH SAID EASEMENT CENTERLINE FOR 80.00 FEET; THENCE RUN NORTH 26 DEGREES 36 MINUTES 12 SECONDS WEST FOR 10.97 FEET TO A POINT THAT IS 31.29 FEET FROM THE CENTERLINE OF SAID EASEMENT; THENCE RUN NORTH 30 DEGREES 53 MINUTES 50 SECONDS EAST AND PARALLEL WITH SAID EASEMENT CENTERLINE FOR 137.09 FEET; THENCE RUN NORTH 26 DEGREES 36 MINUTES 11 SECONDS WEST FOR 152.42 FEET TO THE POINT OF BEGINNING.



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EXHIBIT C

Ingress, Egress, Utility and Signage Easement

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA; THENCE RUN NORTH 88 DEGREES 34 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 21 FOR 558.87 FEET; THENCE RUN SOUTH 30 DEGREES 53 MINUTES 50 SECONDS WEST FOR 293.27 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 26 DEGREES 36 MINUTES 11 SECONDS WEST FOR 23.71 FEET; THENCE RUN SOUTH 30 DEGREES 53 MINUTES 50 SECONDS WEST FOR 164.32 FEET; THENCE RUN SOUTH 62 DEGREES 58 MINUTES 40 SECONDS WEST FOR 44.40 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 52; THENCE RUN SOUTH 26 DEGREES 30 MINUTES 21 SECONDS EAST ALONG SAID ROAD RIGHT OF WAY FOR 62.71 FEET; THENCE RUN NORTH 30 DEGREES 53 MINUTES 50 SECONDS EAST FOR 80.00 FEET; THENCE RUN NORTH 26 DEGREES 36 MINUTES 12 SECONDS WEST FOR 10.97 FEET; THENCE RUN NORTH 30 DEGREES 53 MINUTES 50 SECONDS EAST FOR 137.09 FEET TO THE POINT OF BEGINNING.




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EXHIBIT D

**Plat & Survey
"Mediterranean Express Survey #1"**

[See attached]


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