

CROSS-ACCESS EASEMENT AGREEMENT

RECORDED FOR THE BENEFIT OF
OF THE OWNERS OF REAL PROPERTY WITH THE CORPORATE LIMITS OF THE
CITY OF PELHAM, ALABAMA

PREPARED BY:
William B. Byrd, II, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203

20200921000421910
09/21/2020 11:34:55 AM
ESMTAROW 1/8

CROSS-ACCESS EASEMENT AGREEMENT

THIS CROSS-ACCESS EASEMENT AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE _____ DAY OF AUGUST, 2020, BY **CLAYTON ENTERPRISES, LLC**, AN ALABAMA LIMITED LIABILITY COMPANY ("GRANTOR"), IN FAVOR OF *Hoagland LLC D.B.A Safe-Dry* LLC, AN ALABAMA LIMITED LIABILITY COMPANY ("GRANTEE")

RECITALS

WHEREAS, GRANTOR IS THE OWNER OF CERTAIN REAL PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO ("THE GRANTOR'S PROPERTY")

WHEREAS, GRANTOR HAS BARGAINED, SOLD, TRANSFERRED AND CONVEYED UNTO GRANTEE BY THE CERTAIN STATUTORY WARRANTY DEED DATED THIS DATE AND RECORDED AS INSTRUMENT # 20190805000280370 - IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA, THE CERTAIN REAL PROPERTY ADJACENT TO THE GRANTOR'S PROPERTY AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO (THE GRANTEE'S PROPERTY).

WHEREAS THE SOUTH EASTERLY BOUNDARY OF LOT 3A AND 2A HAVE ALREADY IN EXISTENCE A CROSS-ACCESS EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT # 20190404000109980 AND SHALL BE PERPETUAL. AGREEMENT STIPULATIONS SHALL BE UNDERTAKEN AND UPHELD.

WHEREAS, THE PARTIES HERETO DESIRE TO ACQUIRE AND CREATE AN EASEMENT OVER A PORTION OF THEIR RESPECTIVE PROPERTIES FOR THE PURPOSE OF PROVIDING INGRESS / EGRESS TO AND FROM THE GRANTOR'S AND GRANTEE'S PROPERTY.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. GRANT OF EASEMENT – GRANTOR DOES HEREBY ESTABLISH AND CREATE FOR THE BENEFIT OF GRANTEE AND ITS SUCCESSORS, ASSIGNS, AGENTS, INVIGTEES, LICENSEES, EMPLOYEES, CONTRACTORS, AND MORTGAGEES AND DOES HEREBY GIVE, GRANT, AND CONVEY TO GRANTEE A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT IN, ON, ACROSS, ALONG, OVER, AND THROUGH THAT PORTION OF GRANTOR'S PROPERTY THAT ARE ASPHALT /

CONCRETE DRIVES WHICH ACCESS APPELATE COURT AS SHOWN ON MAP ATTACHED HERE TO AS EXHIBIT " C" (THE "MAP") SURVEY OF LOT 3A FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS, AND EGRESS BY GRANTEE AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTRACTORS, AND MORTGAGEEES, IN AND TO THE GRANTEE'S PROPERTY. NO PORTIONS OF GRANTOR'S PROPERTY THAT DO NOT CONSTITUTE ASPHALT / CONCRETE DRIVES, INCLUDING WITHOUT LIMITATION PARKING AREAS AND OTHER AREAS THAT DO NOT ACCESS APPELATE COURT SHALL NOT BE INCLUDED, ARE SPECIFICATLLY EXCLUDED FROM THE EEASEMENT CREATED BY THIS AGREEMENT.

LIKEWISE, GRANTEE DOES HEREBY ESTABLISH AND CREATE FOR THE BENEFIT OF GRANTOR AND ITS SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTACTORS, AND MORTGAGEES EXCLUSIVE EASEMENT IN, ON, ACROSS, ALONG, OVER, AND THROUGH THAT PORTION OF GRANTEE'S PROPERTY THAT ARE ASPHALT / CONCRETE DRIVES WITHIN WHICH ACCESS APPELATE COURT AS SHOWN ON THE MAP FOR PEDESTRAIN AND VEHICLE ACCESS, INGRESS, AND EGRESS BY GRANTOR AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTACTORS, AND MORTGAGEES, IN AND TO THE GRANTOR'S PROPERTY. NO PORTION OF GRANTEE'S PROPERTY THAT DO NOT CONSTITUTE ASPHALT / CONCRETE DRIVES, INCLUDING WITHOUT LIMITATION PARKING AREAS AND OTHER AREAS THAT DO NOT ACCESS APPELATE COURT SHALL NOT BE INCLUDED, ARE SPECIFICALLY EXCLUDED FROM THE EASEMENT CREATED BY THIS AGREEMENT.

GRANTOR AND GRANTEE FURTHER COVENANT AND AGREE, EACH TO THE OTHER, THAT THERE SHALL BE NO CONSTRUCTION, LOCATION, DEVELOPMENT, AND MAINTENANCE OF ANY IMPROVEMENT, LANDSCAPING, OR BEAUTIFICATION ON THE PORTIONS OF EITHER THE GRANTOR'S OR GRANTEE'S PROPERTY AFFECTED BY THE EASEMENT CREATED HEREBY, WHICH WOULD INTERFERE WITH, OBSTRUCT, OR FRUSTRATE THE PURPOSE OF THE EASEMENT RSRVED BY THIS AGREEMENT.

2. EASEMENTS AS ENCUMBRANCE – THE EASEMENTS CREATED BY THIS AGREEMENT SHALL BURDEN AND BENEFIT THE RESPECTIVE PROPERTIES DESCRIBED HEREIN AND SHALL RUN WITH THE LAND UNTIL EXPRESSLY TERMINATED BY WRITTEN AGREEMNT BETWEEN THE PARTIES HERETO, OR THEIR SUCCESSORS IN INTEREST OR ASSIGNS.

3. NOT A PUBLIC DEDICATION: OWNERSHIP AND CONTROL - NOTHING HEREIN CONTAINED SHALL BE DEEMED TO BE A GIFT OR DEDICATION OF ANY PORTION OF THE GRANTOR'S OR GRANTEE'S PROPERTY TO THE GENERAL PUBLIC OR FOR THE GENERAL PUBLIC OR FOR ANY PUBLIC USE OR PURPOSE WHATSOEVER, IT BEING THE INTENTION AND UNDERSTANDING OF THE PARTIES HERETO THAT THIS AGREEMENT SHALL BE STRICTLY LIMITED TO AND FOR THE PURPOSE HEREIN EXPRESS OR IMPLIED SHALL CONFER UPON ANY PERSON OR ENTITY, OTHER THAN THE PARTIES HERETO, THEIR RESPECTIVE TENANTS, LICENSEES, INVITEES, SUCCESSORS, AND ASSIGNS, ANY RIGHTS OR REMEDIES UNDER OR BY REASON OF THE AGREEMENT. IN THE CASE OF EACH EASEMENT OR OTHER RIGHT CREATED HEREIN, THE OWNER OF THE BENEFITTED PROPERTY SHALL ACQUIRE ONLY THE LIMITED RIGHTS TO USE THE BURDENED PROPERTY AS SET FORTH HEREIN.

4. MODIFICATION OF AGREEMENT – ANY MODIFICATIONS OF THIS AGREEMENT OR ADDITIONAL OBLIGATION ASSUMED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE BINDING ONLY IF EVIDENCED BY A DOCUMENT SIGNED BY EACH PARTY AND RECORDED.

5. HEADINGS – THE TITLE TO THE SECTIONS OF THIS AGREEMENT ARE SOLELY FOR THE CONVENIENCE OF THE PARTIES AND SHALL NOT BE USED TO EXPLAIN, MODIFY, SIMPLIFY, OR AID IN THE INTERPRETATION OF THE PROVISIONS OF THIS AGREEMENT.

6. GOVERNING LAW – THIS AGREEMENT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF ALABAMA.

7. ENTIRE AGREEMENT – THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PARTIES. NO OTHER AGREEMENT OR UNDERSTANDING IS IMPLIED OR

REPRESENTED AND SHALL NOT BE BINDING WITHOUT BOTH PARTIES ACCEPTANCE IN WRITING.

AGREEMENT COVERS LOT 3A (MAP BOOK 36 PAGE 67) AND LOT 4 (MAP BOOK 27 PAGE 23)

SIGNATURES: 20200921000421910 09/21/2020 11:34:55 AM ESMTAROW 3/8

LOT 3A (MAP BOOK 36 PAGE 67)

OWNER'S NAME(S):

Hoagland LLC DBA Safe-Dej
Print

Ch Hoagland
Signature

8/25/2020
Date

Partner
Title

STATE OF ALABAMA
COUNTY OF Shelby

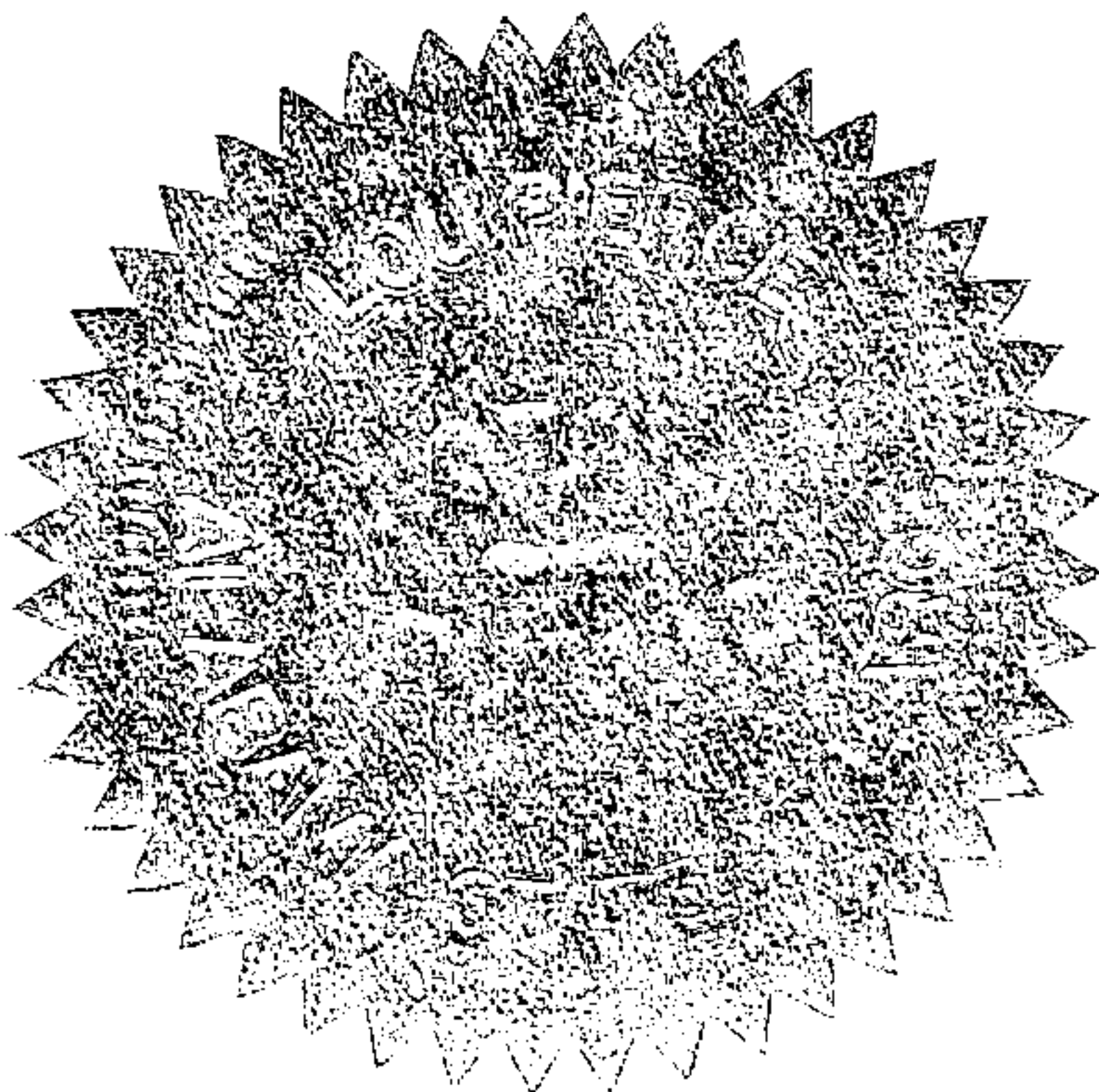
ON THIS 25th DAY OF August, BEFORE ME Lawrence
Chase Hoagland, PERSONALLY APPEARED _____, &

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

NOTARY'S SIGNATURE: Lawrence

MY COMMISSION EXPIRES: 10-11-20



LOT 4 (MAP BOOK 27 PAGE 23)

OWNER'S NAME(S): 20200921000421910 09/21/2020 11:34:55 AM ESMTAROW 4/8

CLAYTON ENTERPRISES, LLC,
an Alabama limited liability company

By: Del A
Print Name: Del Clayton
Its: Managing member
8-25-2020
Date

Del A
Signature

Title

STATE OF ALABAMA
COUNTY OF Shelby

ON THIS 25th DAY OF August 2020 BEFORE ME Len Price
Del Clayton, PERSONALLY APPEARED _____, &

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

NOTARY'S SIGNATURE: Len Price

MY COMMISSION EXPIRES: 10-11-20

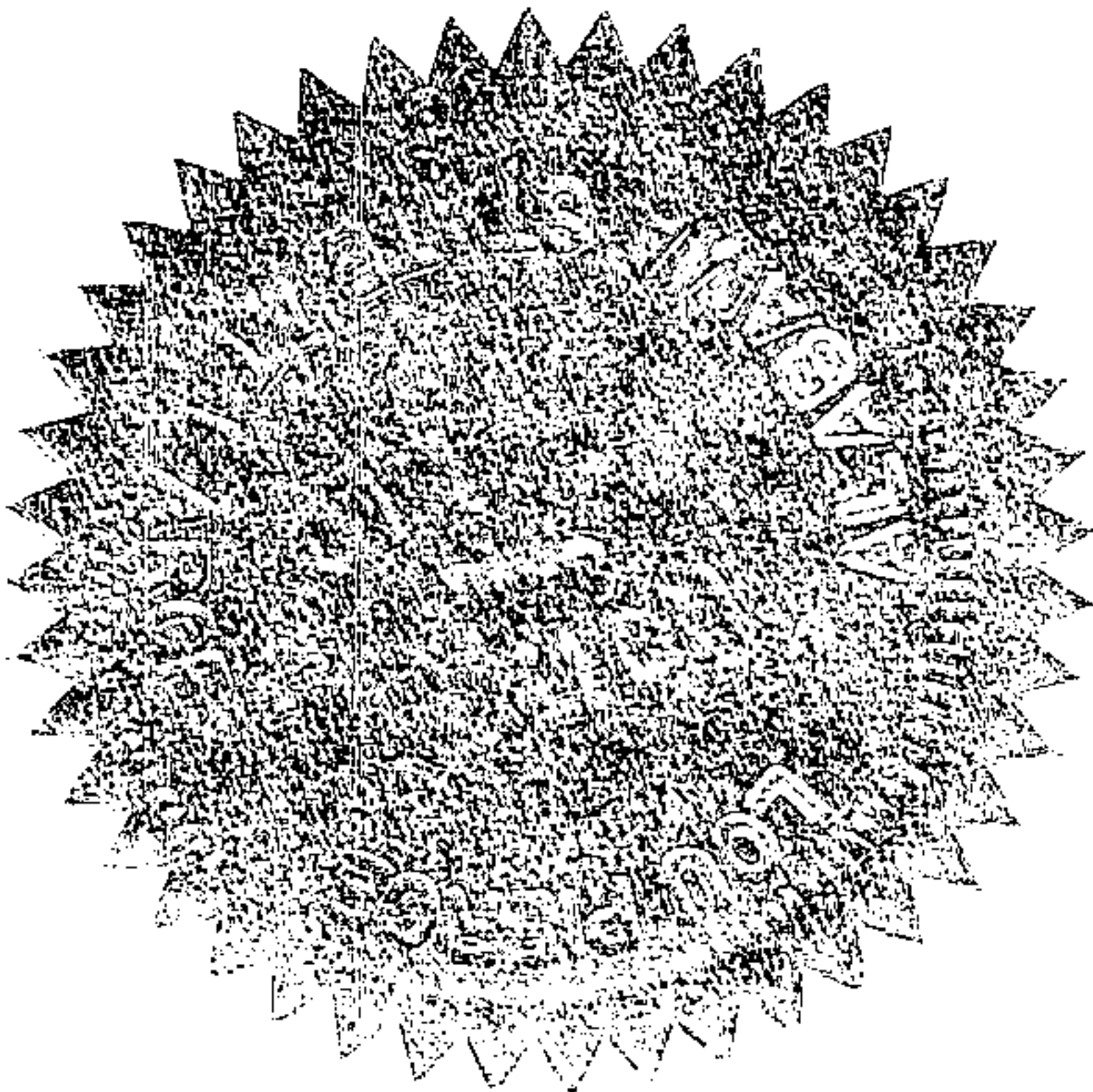


EXHIBIT "A"

GRANTOR'S PROPERTY

LOT 4 ACCORDING TO CLAYTON ADDITION TO OAK MOUNTAIN BUSINESS PARK LOTS 1, 2, 3, 4,
AND 5 MAP BOOK 27 PAGE 23 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA.

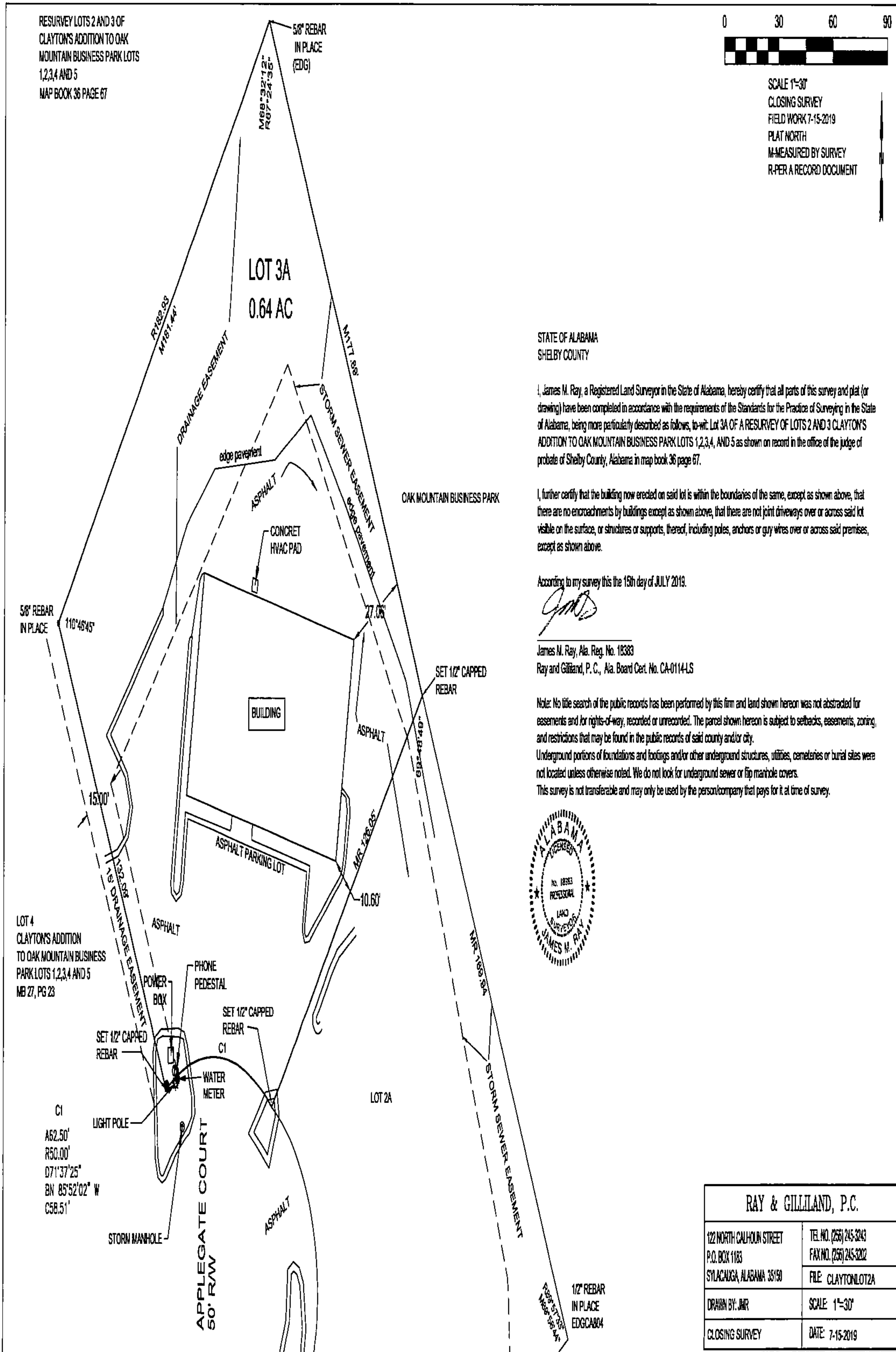
20200921000421910 09/21/2020 11:34:55 AM ESMTAROW 5/8

EXHIBIT "B"

GRANTEE'S PROPERTY

LOT 3A ACCORDING TO RESURVEY OF LOTS 2 AND 3 OF CLAYTON ADDITION TO OAK MOUNTAIN BUSINESS PARK LOTS 1, 2, 3, 4, AND 5 MAP BOOK 36 PAGE 67 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

20200921000421910 09/21/2020 11:34:55 AM ESMTAROW 6/8



RESURVEY LOTS 2 AND 3 OF
CLAYTON'S ADDITION TO OAK
MOUNTAIN BUSINESS PARK LOTS
1,2,3,4 AND 5
MAP BOOK 36 PAGE 67



SCALE 1"=30'
CLOSING SURVEY
FIELD WORK 7-15-2019
PLAT NORTH
M-MEASURED BY SURVEY
R-PER A RECORD DOCUMENT

STATE OF ALABAMA
SHELBY COUNTY

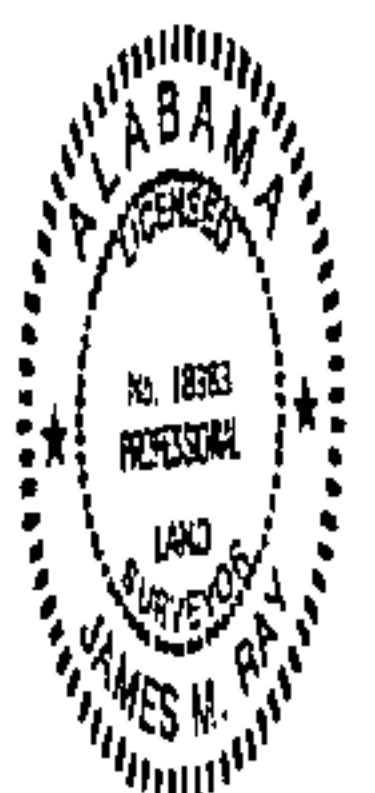
I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Lot 3A OF A RESURVEY OF LOTS 2 AND 3 CLAYTON'S ADDITION TO OAK MOUNTAIN BUSINESS PARK LOTS 1,2,3,4, AND 5 as shown on record in the office of the judge of probate of Shelby County, Alabama in map book 36 page 67.

I, further certify that the building now erected on said lot is within the boundaries of the same, except as shown above, that there are no encroachments by buildings except as shown above, that there are no joint driveways over or across said lot visible on the surface, or structures or supports, thereof, including poles, anchors or guy wires over or across said premises, except as shown above.

According to my survey this the 15th day of JULY 2019.

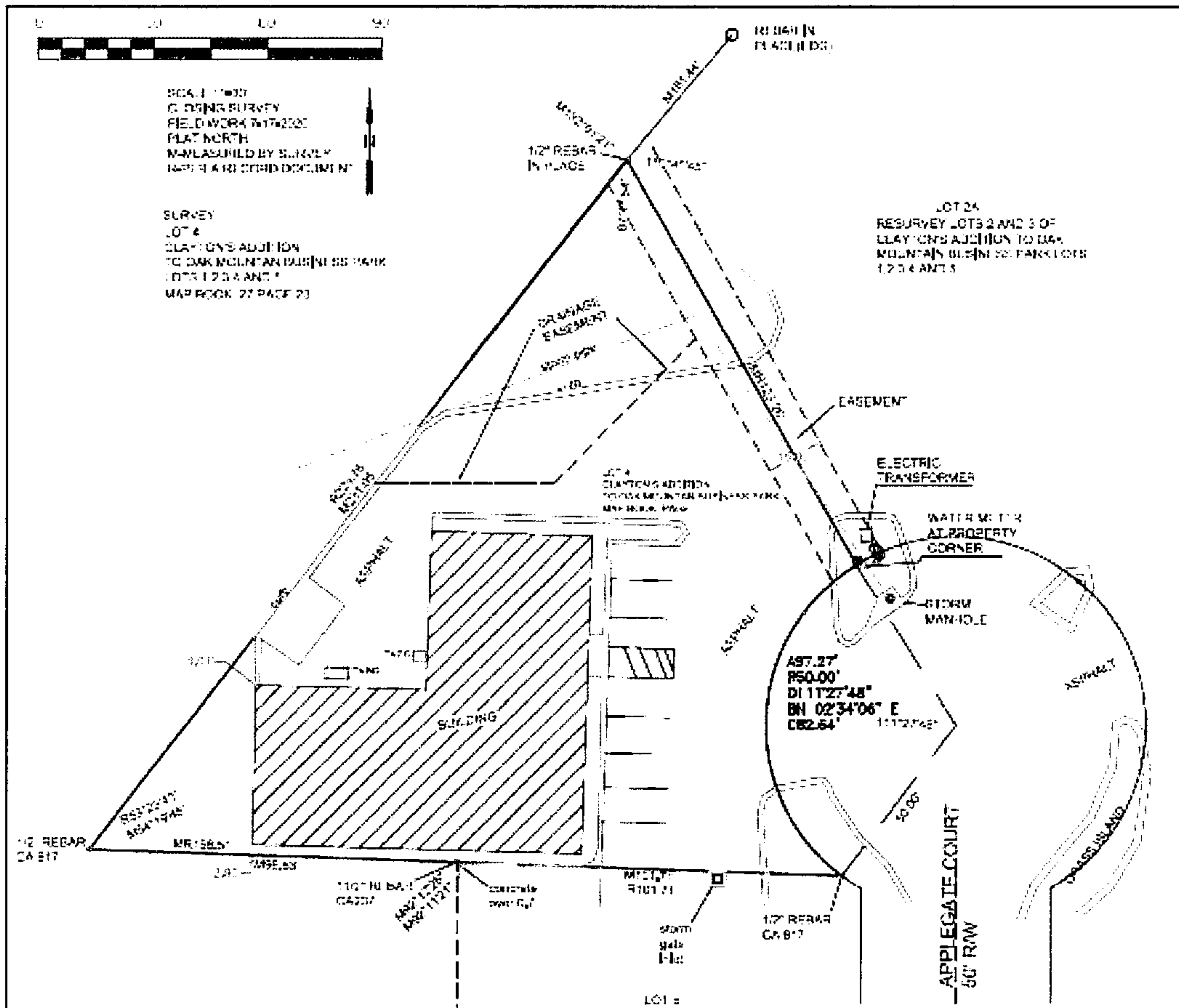
James M. Ray, Ala. Reg. No. 15383
Ray and Gilliland, P. C., Ala. Board Cert. No. CA-01144-S

Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and for rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. Underground portions of foundations and footings and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers. This survey is not transferable and may only be used by the person/company that pays for it at time of survey.



RAY & GILLILAND, P.C.	
122 NORTH CALHOUN STREET P.O. BOX 1183 SYLACAUGA, ALABAMA 35150	TEL. NO. (256) 245-3243 FAX NO. (256) 245-3222 FILE: CLAYTONLOT2A
DRAWN BY: JMR	SCALE: 1"=30'
CLOSING SURVEY	DATE: 7-15-2019

THE MAP OF GRANTEE'S PROPERTY



STATE OF ALABAMA
 SHELBY COUNTY

I, James M. Ray, a Licensed Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat or drawing have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: LOT 4 CLAYTON'S ADDITION TO DARK MOUNTAIN BLUESMITH PARK LOTS 2, 3, 4 AND 5 as shown on record in the office of the Judge of Probate of Shelby County, Alabama in map book 27 page 23.

I further certify that the building now erected on said lot is within the boundaries of the same, except as shown above, that there are no encroachments by building, except as shown above, that there are no utility easements or access side (or other) on the surface or structure or supports, frames, projecting poles, anchors or guy wires over or across said premises, except as shown above.

According to my survey this 17th day of July 2020,

James M. Ray
 James M. Ray, Ala. Reg. No. 12283
 Ray and Gilliland, P.C., 48, Forest Court, N.E., GA 30144-0100

Notwithstanding to the public records has been performed by this land shown herein was not abstracted for assessment and not (structures, recorded or unrecorded). The parcel shown herein is subject to setbacks, easements, zoning and restrictions that may be found in the public records of said county and/or city.

Underground portions of foundations and footings and other underground structures, utilities, conduits or cables shall show when located unless otherwise noted. We do not look for underground sewer or (b) manhole covers.

This survey is not to be used and may only be used by the person(s) who pay for the same.



RAY & GILLILAND, P.C.	
122 NORTH CALHOUN STREET P.O. BOX 1163 SHALOGA, ALABAMA 35902	TEL NO. (256) 245-2343 FAX NO. (256) 245-2332 FTE: 01/17/2014 01/26
DRAWN BY JVR	SCALE: 1"=30'
CLOSING SURVEY	DATE: 7-17-2020



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/21/2020 11:34:55 AM
 \$44.00 JESSICA
 20200921000421910

Allie S. Beyl