


STATE OF ALABAMA

SHELBY COUNTY


20210225000095700 1/24 \$92.00
Shelby Cnty Judge of Probate, AL
02/25/2021 02:47:00 PM FILED/CERT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 24th day of February, 2021 (the "Effective Date"), between THE BARBER COMPANIES, INC., an Alabama corporation, together with its successors and assigns ("Barber"), and AUTOZONE DEVELOPMENT LLC, a Nevada limited liability company, together with its successors and assigns ("AutoZone").

RECITALS:

R-1. Barber is the owner of certain land containing approximately 1.67 acres located in Shelby County, Alabama, which land is described on Exhibit A attached hereto (the "Barber Property").

R-2. AutoZone is the owner of that certain tract of land containing approximately 1.01 acres located in Shelby County, Alabama, which tract is described on Exhibit B attached hereto (the "AutoZone Property"). On the Effective Date, AutoZone acquired the AutoZone Property from Barber pursuant to a deed recorded among the land records immediately prior to this Agreement.

R-3. The AutoZone Property and the Barber Property (each individually, a "Property", and collectively, the "Properties") are contiguous and are shown on the site plan attached here as Exhibit C (the foregoing, as amended and approved by the Owners from time to time, the "Site Plan").

R-4. The AutoZone Property cannot access the public right-of-way of U.S. Highway 280 without the use of a private roadway which is currently located on the Barber Property as more particularly set forth below.

R-5. Barber and AutoZone (each individually, "Owner", or collectively, the "Owners") have determined that it is necessary and appropriate to enter into an access easement over, across and through certain land more particularly described on Exhibit D attached hereto (the "Easement Property") for the benefit of AutoZone and its respective agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors, mortgagees and tenants, as more particularly set forth below.

R-6. Additionally, AutoZone would like to construct and install a storm water utility line and a sanitary sewer utility line across and under certain area within the Easement Property as shown and depicted on the Site Plan.

R-7. The Owners have determined that it is necessary and appropriate to enter into a utility easement for the benefit of the AutoZone Property across and under the Easement Property as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/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. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached hereto are incorporated herein and made a part of this Agreement to the same extent as if set forth herein.

2. ACCESS EASEMENT. Barber hereby establishes, for the benefit of and as an appurtenance to the AutoZone Property, a perpetual, nonexclusive ingress and egress easement over, across and through the Easement Property, for the purposes of vehicular and pedestrian ingress and egress access to and from the U.S. Highway 280 right-of-way (the "**Access Easement**"), limited, however, to those parts of the Easement Property as are improved or otherwise made available for two-way vehicular traffic, as the same may be reduced, enlarged, relocated or altered from time to time by Barber and that do not encroach within a public right of way. The use of the Access Easement will be non-exclusive, subject to matters of record, any matters that would be revealed by an accurate survey of the Easement Property and any leases encumbering the Barber Property. Barber, for its benefit and for the benefit of its successors in title, specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the Easement Property as might be reasonably imposed to promote the healthy, safety, welfare and security thereto. The Access Easement shall run with the land and shall be appurtenant to the AutoZone Property and shall not be transferred, assigned or encumbered except as an appurtenance to the AutoZone Property.

3. UTILITY EASEMENT. Subject to the terms set forth below, Barber hereby establishes, for the benefit of and as an appurtenance to the AutoZone Property, a nonexclusive utility easement under the Easement Property for the construction, installation, operation, maintenance, repair, replacement and removal of a storm water utility line and a sanitary sewer utility line (collectively, the "**Utility Easement**", and together with the Access Easement, the "**Easements**") in the location indicated on the Site Plan. The Utility Easement shall run with the land and shall be appurtenant to the AutoZone Property and shall not be transferred, assigned or encumbered except as an appurtenance to the AutoZone Property. All pipes, lines, mains, sewers, systems and related equipment for the storm water utility line and the sanitary sewer utility line (the "**Storm and Sewer Facilities**") will be installed underground and will be installed, operated and maintained in a manner that will not unreasonably interfere with the use of the Easement Property by Barber and Barber's employees, agents, tenants and invitees or any improvements located on the Barber Property.

3.1 All construction and installation as well as repair or restoration of the Storm and Sewer Facilities shall be performed by AutoZone, at AutoZone's sole expense, (i) in a good and workmanlike condition, (ii) in accordance with any approved Exterior Improvement Plans (as that term is defined in that certain Declaration of Protective Covenants to be recorded in the Office of the Shelby County Judge of Probate concurrently with the Effective Date), (iii) in accordance with all federal, state, county, municipal, and/or local laws, ordinances, rules, regulations, policies, permits, licenses, conditions, certifications, administrative requirements, procedural requirements and safety codes of any type or kind, applicable and as they may be amended over time (altogether the "Laws"), (iv) no earlier than five (5) business days in advance of written notice thereof to Barber (except in the event of an emergency), and (v) with reasonable care not to interfere with the business operations of Barber's tenants. AutoZone covenants to operate and maintain the Storm and Sewer Facilities in sound structural condition and operating condition. Any expenses occasioned thereby will be borne by AutoZone. In connection with any work performed by AutoZone with respect to the Utility Easement, including without limitation the construction and installation of the Storm and Sewer Facilities, AutoZone is not permitted to and has no right to (i) enter upon or cross any portion of the Barber Property not within the Easement Property, (ii) store any equipment on the Barber Property, or (iii) perform any work on the Barber Property not within the Easement Property. AutoZone shall at all times have a duty to maintain the areas impacted by the Utility Easement in a manner that is consistent with the general standards of maintenance applied to the improvements located within the Barber Property, which duty shall include, without limitation, an obligation to (i) clean and maintain such property in a safe and sightly condition in accordance with all Laws and in a first class condition, (ii) remove all debris from the Barber Property caused by AutoZone's use of the Utility Easement or the activities in connection with the Storm and Sewer Facilities, and (iii) restore all surface and subterranean areas damaged or disturbed by AutoZone, and its employees, licensees, agents and contractors to a condition at least equal to or better than existed of such areas prior to the construction and installation of the Storm and Sewer

Facilities, including without limitation the obligation to (x) repair at AutoZone's expense any damage which may be done to irrigation systems, landscaping, trees, fences, paving, curbs or other structures, improvements or property of any kind on the Easement Property and the Barber Property arising from the use of the Easement Property by AutoZone and its employees, licensees, agents and contractors, and (y) backfill and compact any damaged or disturbed soil on the Easement Property and the Barber Property, then replace a proper amount of topsoil of quality equal to the original installation, all work to Barber's reasonable satisfaction. The foregoing obligation to restore all surface and subterranean areas damaged or disturbed by AutoZone shall be a continuing and ongoing obligation of AutoZone meaning that if such areas fail at a later date as a direct result of AutoZone's use of the Utility Easement, AutoZone shall be required to restore all such surfaces as set forth above. If AutoZone fails to perform its obligations to maintain, repair and restore as aforesaid after reasonable notice from Barber of the condition requiring maintenance, repair or restoration, Barber may perform such work, and upon written demand, AutoZone shall reimburse Barber all reasonable costs and expenses incurred by Barber in connection with such maintenance, repair and restoration. Should AutoZone fail to comply with any of the terms of the foregoing Section 3 or this Section 3.1, then in addition to any remedies of Barber set forth in Section 9 below, then Barber may in its sole discretion, upon thirty (30) days prior written notice to AutoZone, proceed to cure the breach, and in such event, AutoZone shall pay to Barber on demand any amount that Barber expends for such purpose, together with costs of enforcement and interest at the lesser of (i) the maximum rate of interest permitted under law, or (ii) the prime rate from time to time as set forth in the Money Rates Section (or successor section) in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication), plus three percent (3%) per annum. If Barber is not reimbursed by AutoZone within thirty (30) days from the date of receipt of the invoice, Barber shall have the immediate right to record a lien upon the title of the AutoZone Property for unpaid costs, interest and the expense of enforcement.

4. MAINTENANCE. Except (i) to the extent that such operation and maintenance is performed by public authorities or utilities, and (ii) to the extent caused by AutoZone in connection with its rights under the Utility Easement, Barber agrees to maintain and repair any part of the Easement Property. As consideration for the expected increases in wear and tear on the Easement Property in connection with vehicular use of the Access Easement, the owner of the AutoZone Property agrees to pay to Barber each year Two Thousand Dollars (\$2,000.00) (the "Annual Maintenance Fee"). The Annual Maintenance Fee shall be due, without demand, on April 1st of each year (including April 1, 2021). Beginning April 1, 2030, the Annual Maintenance Fee shall increase by One Thousand Dollars (\$1,000.00), and likewise will increase by One Thousand Dollars (\$1,000.00) every ten (10) years thereafter. If any Annual Maintenance Fee or other charge or lien provided for herein is not paid in full on the due date set forth herein, then such fee, charge or lien shall become delinquent on the tenth (10th) day thereafter, and shall bear interest at the rate equal to the lesser of (i) the maximum interest rate allowed by applicable law; or (ii) twenty percent (20%) per annum from the due date until paid (the "Default Rate"). Whenever, and as often as AutoZone shall not have paid any fee, charge or lien or other sum payable hereunder within ten (10) days of the due date, such amounts (including interest thereon at the Default Rate) shall constitute a lien on the AutoZone Property until paid in full upon proper recordation of a claim of lien by Barber in the Probate Office of Shelby County, Alabama. Such liens shall be prior and superior to all other liens except (a) any lien for real estate taxes and other governmental assessments on the AutoZone Property, (b) the lien of any first mortgage on AutoZone's Property recorded before the date on which the amount sought to be enforced hereunder became delinquent, and (c) any other lien recorded prior to the time of recording this Agreement.

5. DEDICATION. Barber, together with its successors and assigns, reserves the right to dedicate any portion of the Easement Property within the Barber Property to the City of Chelsea or to Shelby County, Alabama. In such event, AutoZone covenants and agrees to cooperate with Barber as necessary to undertake the dedication of the Easement Property.

6. SOLE BENEFICIARY. Notwithstanding anything herein to the contrary, the Owners acknowledge and agree that the AutoZone Property is the sole beneficiary of the Easements, and further that the vacant land located directly west of the AutoZone Property identified as Tax Identification Number 09-8-27-0-001-015.006 and depicted on the Site Plan (the "J&M Property") is precluded from use of the Easements without the express written consent of the owner of the Barber Property. Barber, at Barber's sole and unfettered discretion, may subsequently elect to amend this Agreement to add the J&M Property as a beneficiary of the various Easements established pursuant to this Agreement pursuant to the form attached hereto as Exhibit "E", which provides that (i) the owner of the J&M Property must agree to record an encumbrance against the J&M Property restricting it from use as an O'Reilly Auto Parts retail store, and (ii) Barber shall solely receive any proceeds payable by the owner of the J&M Property as consideration for adding the J&M Property as a beneficiary to this Agreement. Barber may exercise such right by providing AutoZone with written notice thereof and an execution version of the Amendment in the form attached hereto as Exhibit E, and AutoZone shall return an original of its signature to the executed Amendment within fifteen (15) days receipt thereof. AutoZone agrees that such amendment will extend the Access Easement through the AutoZone Property to the eastern boundary of the J&M Property. The parties agree that in the event improvements are developed on the J&M Property resulting in users of the J&M Property using the Easement Property for ingress and egress access to and from the U.S. Highway 280 right-of-way without the benefit of an amendment to this Agreement as set forth above, then AutoZone agrees that Barber, at Barber's sole and unfettered discretion, and at Barber's sole cost and expense, may enter the AutoZone Property and set up a barricade along any portion of the common boundary of the J&M Property and the AutoZone Property where vehicular traffic is exiting the J&M Property to access the Easement Property.

7. WAIVER. AutoZone hereby releases, discharges and waives all claims against the Indemnified Parties (as defined below) for any claims or costs which AutoZone may pay or become obligated to pay with respect to any damage or injury to persons or property sustained by AutoZone or any person claiming through AutoZone arising from use of the Easements or the Easement Property. As a condition and covenant of the Easements granted herein, AutoZone, by acceptance thereof, agrees, to the extent allowed by Alabama law, that neither Barber, nor any of its affiliated companies or any of Barber's tenants shall in any way be liable for any injury or damage that may result from AutoZone's use of the Easements, and AutoZone agrees to assume all risks in connection with the Easements or the Easement Property.

8. DISCLAIMER AND INDEMNIFICATION. Barber hereby disclaims any warranty or representation that the Easement Property is safe or fit for the installation or operation of the Storm and Sewer Facilities. AutoZone shall indemnify, defend, protect and hold harmless Barber, together with its partners, affiliates, officers, directors, stockholders, employees, servants, and agents (collectively, the "Indemnified Parties"), from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising as a result of the use of the Easement Property by AutoZone or its employees, contractors, agents or permittees.

9. DEFAULT. If an Owner fails to comply with any term of this Agreement and does not cure the same (i) within thirty (30) days after receipt of written notice from the other Owner (or such longer period as is reasonably necessary for cure, provided that the defaulting party commences remedial action within the thirty (30) day period and diligently pursues the same to completion), the other Owner shall be entitled to institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy available at law or in equity (subject to the terms of Section 7 set forth above). The prevailing party in such legal actions or proceedings shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and courts costs incurred in connection with the foregoing. Additionally, in the event an Owner is in breach of this Agreement, and the non-breaching Owner incurs legal fees in order to secure the performance of any obligation or covenant contained in this

Agreement, the non-breaching Owner shall be entitled to recover reasonable third-party attorneys' fees and costs in connection with such dispute should the breach be cured prior to adjudication.

10. CONDEMNATION AWARD. In the event of any exercise of eminent domain or transfer in lieu thereof affecting the Easement Property, the award attributable to the land and improvements of such property shall be payable only to Barber and no claim thereon shall be made by AutoZone by virtue of any interest created by this Agreement; provided, however, that AutoZone be entitled to pursue any and all claims, rights and remedies against any condemning authority to obtain compensation for its loss of the right of access granted by this Agreement and to retain any awards resulting therefrom; provided, however, that such claims shall not result in a reduction of the award payable to Barber.

11. INSURANCE. AutoZone shall maintain commercial general liability insurance written on an "occurrence" basis (as opposed to "claims made") at least equivalent to the most current Insurance Service Offices standard CGL form with a per accident limit of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Two Million Dollars (\$2,000,000) insuring against claims on account of loss of life, bodily injury or property damage, and contractual liability (i.e. exclusions for liability assumed under contract must be deleted) that may arise from, or be occasioned by (i) the use of the Easement Property; or (ii) the conduct of AutoZone. Notwithstanding the above, if Seller conveys the Property to a third-party, the aggregate limit shall be the Minimum Amount (as defined below). Such insurance shall be procured from a company licensed in the state of Alabama and will be rated by Best's Insurance Reports not less than A-/VIII. Such coverage shall include coverage for liability assumed under this Agreement as an "insured contract" for the performance of AutoZone's indemnity obligations under this Agreement. The term "**Minimum Amount**" means \$2,000,000.00 per occurrence as of the Effective Date, as adjusted on the tenth (10th) anniversary of the Effective Date and every ten (10) years thereafter to reflect increases in the Consumer Price Index as published by the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (1982-84 = 100) all items (CPI-U), or if such index is no longer published, then a successor index selected by the Owners. In no event will the Minimum Amount ever be reduced as a result of any such Consumer Price Index adjustment.

12. MISCELLANEOUS.

12.1 Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by an instrument in writing duly executed and recorded by all persons or entities with record ownership of fee title to the AutoZone Property and the Barber Property.

12.2 Notices. If at any time, it is necessary or convenient for one of the Owners to serve any notice, demand or communication upon the other Owner, such notice, demand or communication must be in writing, signed by the Owner serving notice, sent by electronic mail (provided that if sent by electronic mail, a copy of such notice is also sent by one of the other methods listed herein), nationally recognized overnight carrier, or certified United States mail, return receipt requested and postage or other charges prepaid.

If intended for Barber, the notice must be addressed to:

The Barber Companies, Inc.
Attention: President
27 Inverness Center Parkway
Birmingham, AL 35242

If intended for AutoZone, the notice must be addressed to:

AutoZone Development LLC
123 S. Front St.
Memphis, TN 38103
Attention: Property Management, Dept. 8700

or such other address as either party furnishes to the other, in writing, as a place for the service of notice. Any notice so sent will be deemed given upon receipt or when delivery is refused. The Owners hereby acknowledge and agree that upon the conveyance of either Property subject to this Agreement, the applicable notice address for the subsequent Owner of such Property shall be the address indicated for tax notices with the Shelby County tax assessor.

12.3 Covenants Running with the Land; Binding on Successors and Assigns. The restrictions, easements, rights, terms and obligations contained in this Agreement will run with the land and shall bind, inure to, and be for the benefit of the owners of the Properties, and their successors and assigns. This Agreement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

12.4 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

12.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties do not rely upon any statement, promise or representation not herein expressed.

12.6 Governing Law. This Agreement shall be governed by the laws of the state of Alabama.

12.7 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12.8 No Rights in Public/No Third-Party Beneficiary. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Properties. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.

12.9 Authority. Barber represents that it is the fee simple owner of the Barber Property, and AutoZone, as of the Effective Date hereof, represents that it is the fee simple owner of the AutoZone Property. Additionally, Barber represents that it has full right and authority to enter into this Agreement and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected.

12.10 Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, Barber and AutoZone have executed this Agreement on the date first above written.

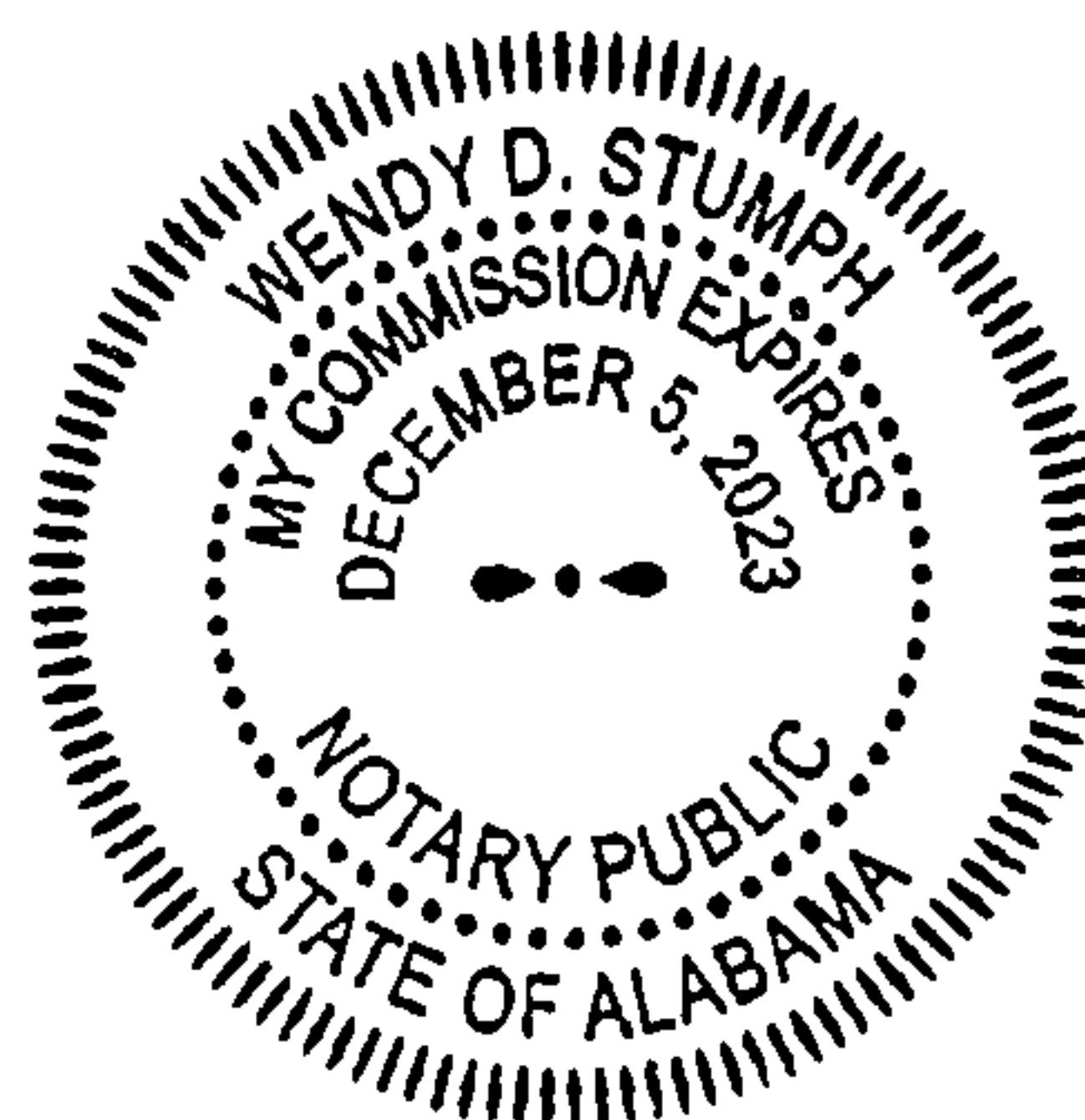
THE BARBER COMPANIES, INC., an Alabama corporation

By: Charles M. Miller, Jr.
Name: Charles M. Miller, Jr.
Title: President

STATE OF ALABAMA)
SHELBY COUNTY)

I, Wendy D. Stumph, a Notary Public in and for said County in said State, hereby certify that **Charles M. Miller, Jr.**, whose name as **President**, of **THE BARBER COMPANIES, INC.**, an Alabama corporation, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 23rd day of February, 2021.

Wendy D. Stumph
Notary Public
Wendy D. Stumph
Printed Name
My Commission Expires: 12/5/23



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AUTOZONE DEVELOPMENT LLC, a Nevada
limited liability company

By: AutoZone Investment Corporation, a Nevada
corporation, Its Sole Member

By: *Timothy J. Goddard*
Name: TIMOTHY J. GODDARD
Title: Vice President

APPROVED BY:

AM / LG

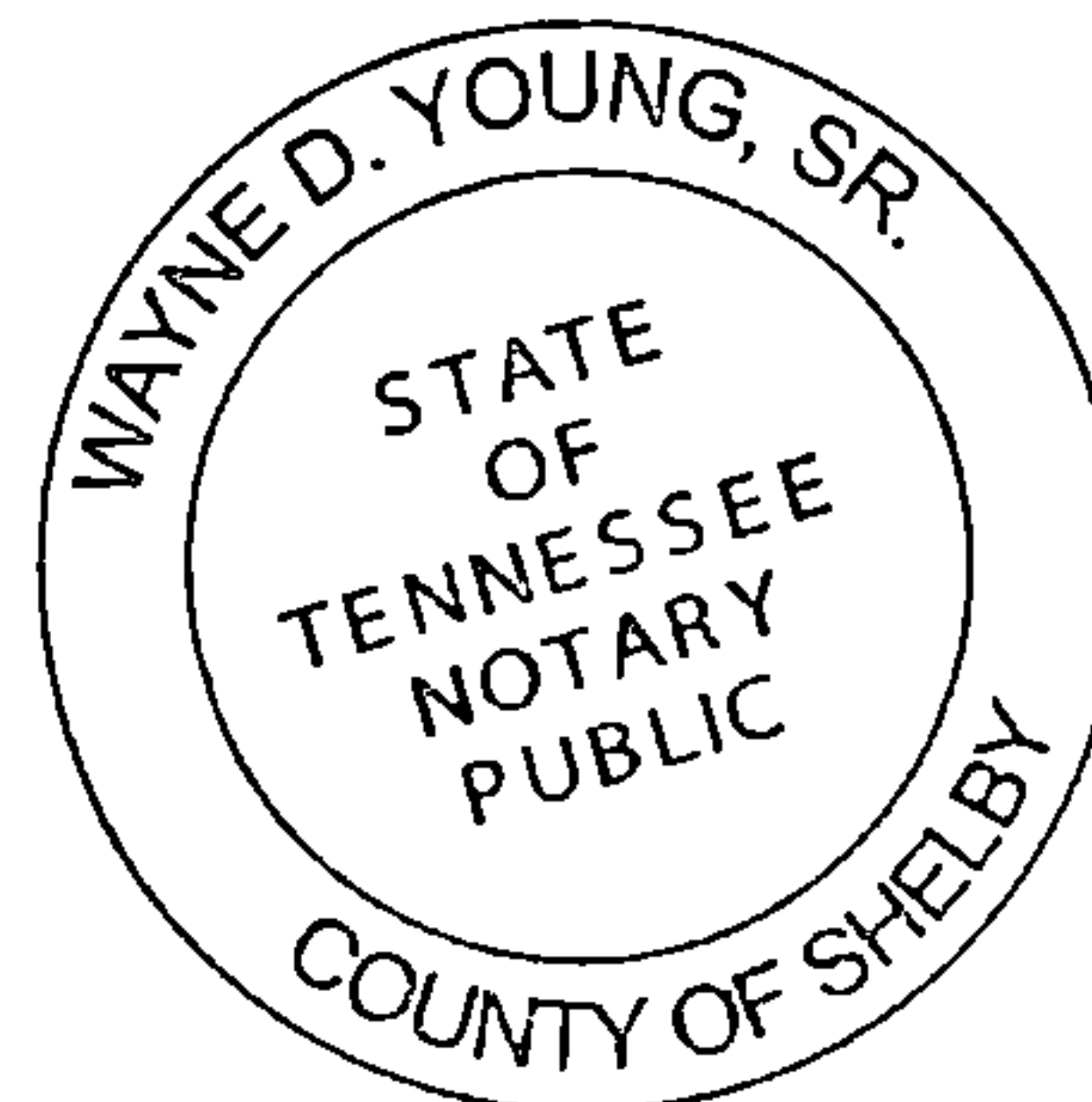
By: *Signature Above*
Name: MARIA LEGGETT
Title: Vice President

STATE OF TENNESSEE)
SHELBY COUNTY)

I, Wayne D. Young, Sr., a Notary Public in and for said County in said State, hereby certify
that TIMOTHY J. GODDARD and MARIA LEGGETT, whose name as
Vice President and Vice President, respectively, of AutoZone Investment Corporation, a
Nevada corporation, as sole member of AUTOZONE DEVELOPMENT LLC, a Nevada limited liability
company, are signed to the foregoing agreement and who are known to me, acknowledged before me on this
day that, being informed of the contents of the agreement, they, as such officers and with full authority, executed
the same voluntarily for and as the act of said company as of the day the same bears date. Given under my
hand this 22 day of Feb., 2021.

Wayne D. Young, Sr.
Notary Public

Printed Name Wayne D. Young, Sr.
My Commission Expires: OCTOBER 27, 2024



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STATE OF TENNESSEE)


SHELBY COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ and _____, whose name as _____ and _____, respectively, of AutoZone Investment Corporation, a Nevada corporation, as sole member of **AUTOZONE DEVELOPMENT LLC**, a Nevada limited liability company, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said company as of the day the same bears date. Given under my hand this _____ day of _____, 2021.

Notary Public

Printed Name

My Commission Expires: _____


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This instrument was prepared by:
Jonathan "JT" Thornbury, Esq.
The Barber Companies, Inc.
27 Inverness Center Parkway
Birmingham, AL 35242

List of Exhibits:

- Exhibit A – Legal Description of Barber Property
- Exhibit B – Legal Description of AutoZone Property
- Exhibit C – Site Plan
- Exhibit D - Legal Description of the Easement Property
- Exhibit E – Form Amendment



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Exhibit A

Legal Description of Barber Property

Lot 1 of the Barbers CMD Chelsea Plat recorded as Instrument #2001-00233 and Map Book 27, Page 121 in the Office of the Shelby County Judge of Probate.

TOGETHER with a parcel of land situated in the NE¼ of the SW¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE N 09°29'40" W FOR 2092.25 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280; THENCE N 10°37'04" W FOR 270.99 FEET TO THE SOUTH RIGHT OF WAY LINE OF CHESSER DRIVE; THENCE S 77°07'37" W ALONG SAID RIGHT OF WAY FOR 150.19 FEET TO THE POINT OF BEGINNING; THENCE S 77°05'57" W ALONG SAID RIGHT OF WAY FOR 139.10 FEET THENCE S 10°42'00" E FOR 233.55 FEET; THENCE N 79°22'40" E FOR 139.00 FEET; THENCE N 10°42'00" W FOR 239.08 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED. CONTAINING 0.75 ACRES, MORE OR LESS. (Taco Bell Parcel)

AND TOGETHER with a parcel of land situated in the NE¼ of the SW¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE N 09°29'40" W FOR 2092.25 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280 TO THE POINT OF BEGINNING; THENCE S 79°22'40" W FOR 288.69 FEET; THENCE N 10°42'00" W FOR 26.00 FEET; THENCE N 79°22'40" E FOR 288.73 FEET; THENCE S 10°37'04" E FOR 26.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED. CONTAINING 0.09 ACRES, MORE OR LESS. (Access Drive)



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Exhibit B

Legal Description of AutoZone Property

All that tract or parcel of land lying and being in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, Township 19 South, Range 1 West, City of Chelsea, Shelby County, Alabama and being part of parcel 1 of the property conveyed from Birmingham Realty Company to The Barber Companies, Inc. by a deed recorded in Instrument 1999-05139, Shelby County, Alabama and being more particularly described as follows:

To find the point of beginning, COMMENCE at a $\frac{1}{2}$ -inch rebar found along the southern right-of-way of Chesser Drive (having an 80-foot right-of-way) at its intersection with the eastern line of the Southeast Quarter of Section 27, said rebar also being the northeastern corner of Parcel 2 of the lands of The Barber Companies, Inc. as described in Instrument 1999-05139; thence running along said southern right-of-way of Chesser Drive, South $77^{\circ}10'27''$ West, 150.25 feet to a $\frac{1}{2}$ -inch rebar found having an Alabama Grid North, NAD83, West zone value of N: 1219413.8084, E: 2233391.0608, thence running for the same, South $77^{\circ}06'52''$ West 141.08 feet to the True Point of Beginning, Thence leaving said southern right-of-way of Chesser Drive and running, South $10^{\circ}48'19''$ East, 259.23 feet to a point along the northern right-of-way of US Highway 280 (having a variable width right-of-way); Thence running along said northern right-of-way, South $79^{\circ}23'51''$ West, 171.81 feet to an angle iron found; Thence leaving said northern right-of-way of US Highway 280 and running, North $10^{\circ}37'39''$ West, 252.41 feet to a $\frac{1}{2}$ -inch rebar found along said southern right-of-way of Chesser Drive with a cap bearing the inscription "Farmer 14720", said rebar having an Alabama Grid North, NAD83, West zone value of N: 1219344.1832, E: 2233086.7074; Thence running along said southern right-of-way, North $77^{\circ}06'52''$ East, 171.14 feet to the POINT OF BEGINNING.

Bearing based on Alabama Grid North, NAD 83, West Zone.

LESS AND EXCEPT any property lying within the "Property" and the "Access Drive" as those terms are more particularly described on Exhibit A and Exhibit B, respectively, of that certain Memorandum of Lease and Grant of Easements by and between The Barber Companies, Inc. and Tacala, LLC and recorded as Instrument No. 20051228000667690.



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Exhibit C

Site Plan



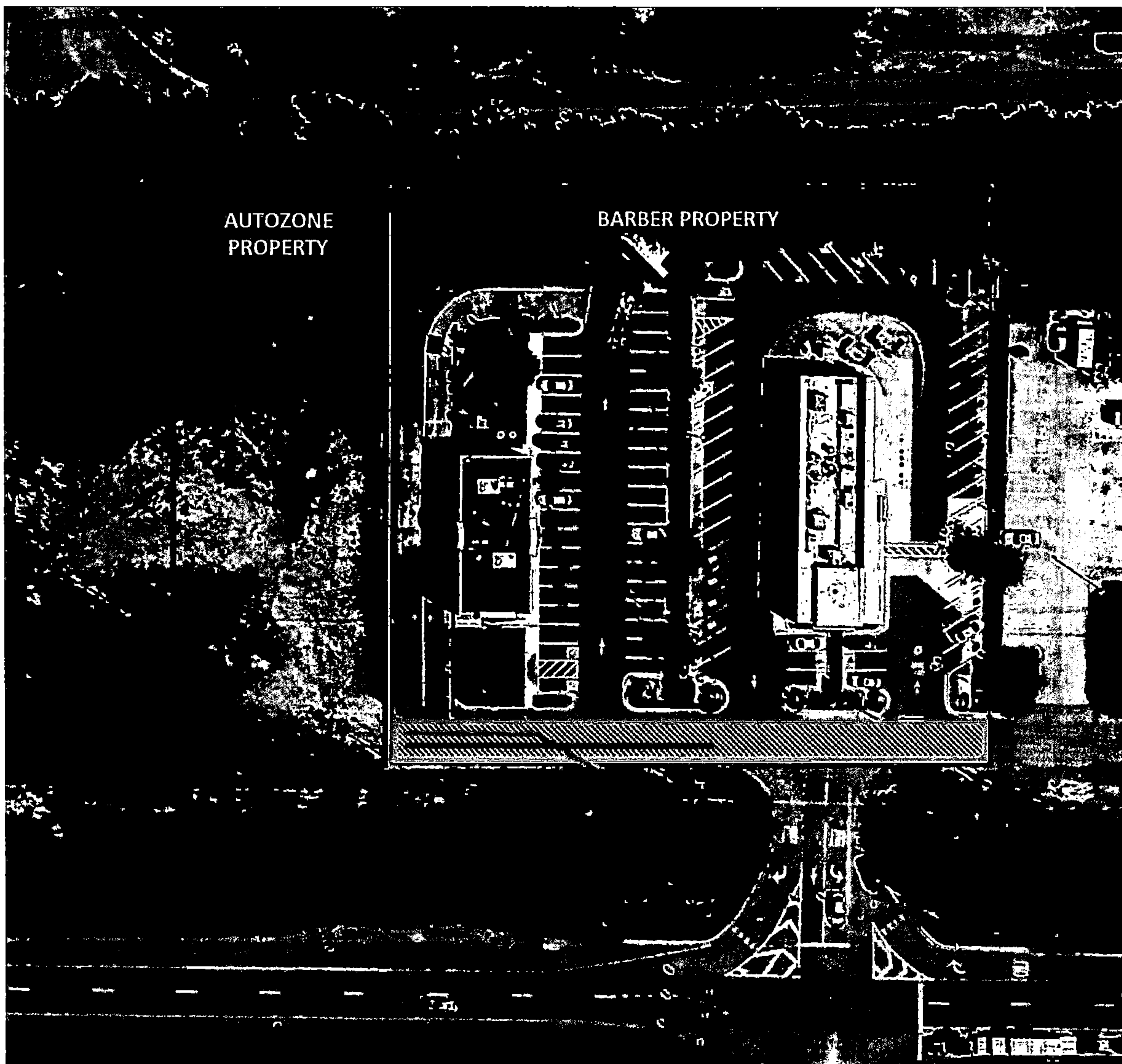
= Easement Property



= Sanitary Sewer Line



= Storm Water Line



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Exhibit D

Legal Description of the Easement Property

A parcel of land situated in the NE¼ of the SW¼ of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE N 09°29'40" W FOR 2092.25 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280 TO THE POINT OF BEGINNING; THENCE S 79°22'40" W FOR 288.69 FEET; THENCE N 10°42'00" W FOR 26.00 FEET; THENCE N 79°22'40" E FOR 288.73 FEET; THENCE S 10°37'04" E FOR 26.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED. CONTAINING 0.09 ACRES, MORE OR LESS. (Access Drive)



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Exhibit E

Form Amendment

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "Amendment"), made and entered into as of the ____ day of _____, 2021, between **THE BARBER COMPANIES, INC.**, an Alabama corporation, together with its successors and assigns ("**Barber**"), **AUTOZONE DEVELOPMENT LLC**, a Nevada limited liability company, together with its successors and assigns ("**AutoZone**"), and **J&M PROPERTIES, LLC**, an Alabama limited liability company, together with its successors and assigns ("**J&M**").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Easement Agreement dated as of _____, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. _____ (the "Easement Agreement"), which instrument granted to AutoZone (i) an Access Easement over, across and through certain land more particularly described as the "Easement Property" in the Easement Agreement, and (ii) a Utility Easement for the benefit of the AutoZone Property across and under the Easement Property as more particularly set forth below.

WHEREAS, J&M owns the land directly west of the AutoZone Property (as defined in the Easement Agreement), which tract is described on Exhibit C attached hereto (the "J&M Property");

WHEREAS, the J&M Property is currently precluded from use of the easements established under the Easement Agreement without the express written consent of the owner of the Barber Property;

WHEREAS, the parties have agreed to amend the Easement Agreement in order to add the J&M Property as a beneficiary to the Access Easement pursuant to the terms set forth below and to extend the Easement Property through the AutoZone Property to the eastern boundary of the J&M Property as indicated on the Site Plan attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the Easement Agreement as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning given in the Easement Agreement.
2. Upon the effective date of this Amendment, the Access Easement shall be extended through the AutoZone Property to the eastern boundary of the J&M Property as depicted on the Site Plan attached hereto as Exhibit A, for the benefit of and as an appurtenance to the J&M Property.

The extended Access Easement is more particularly described on Exhibit B attached hereto. The Access Easement shall remain nonexclusive over, across and through the property encumbered by the Access Easement (both on the Barber Property and the AutoZone Property as extended pursuant to this Amendment), for the purposes of vehicular and pedestrian ingress and egress access to and from the U.S. Highway 280 right-of-way, limited, however, to those parts that are improved or otherwise made available for two-way vehicular traffic, as the same may be reduced, enlarged, relocated or altered from time to time and that do not encroach within a public right of way. J&M's use of the Access Easement will be non-exclusive, subject to matters of record, any matters that would be revealed by an accurate survey and any leases encumbering the Barber Property and/or the AutoZone Property. J&M's right to use the Access Easement shall not be transferred, assigned or encumbered except as an appurtenance to the J&M Property.


3. As consideration for the extension of the Access Easement, J&M shall pay Barber the amount of _____ in certified funds concurrently with the execution of this Amendment. The parties agree that neither Barber nor J&M shall be obligated to compensate AutoZone for the extension of the Access Easement; provided, however, J&M hereby acknowledges and agrees that the J&M Property shall be restricted from use as an O'Reilly Auto Parts retail store.
4. Except (i) to the extent that such operation and maintenance is performed by public authorities or utilities, and (ii) to the extent caused by AutoZone in connection with its rights under the Utility Easement, Barber agrees to maintain and repair any part of the Easement Property located on Barber Property and AutoZone shall maintain and repair any part of the Easement Property located on AutoZone Property. As consideration for the expected increases in wear and tear in connection with vehicular use of the Access Easement by the J&M Property, the owner of the J&M Property agrees to pay (i) to Barber each year Two Thousand Dollars (\$2,000.00), and (ii) to AutoZone each year One Thousand Dollars (\$1,000.00) (collectively, the "J&M Annual Maintenance Fees"). The J&M Annual Maintenance Fees shall be due, without demand, respectively to Barber and to AutoZone on April 1st of each year. Beginning on the tenth (10th) anniversary of payment of the J&M Annual Maintenance Fees, the J&M Annual Maintenance Fees to Barber and to AutoZone shall each increase by One Thousand Dollars (\$1,000.00), and likewise will each increase by One Thousand Dollars (\$1,000.00) every ten (10) years thereafter. If any J&M Annual Maintenance Fee or other charge or lien provided for herein is not paid in full on the due date set forth herein, then such fee, charge or lien shall become delinquent on the tenth (10th) day thereafter, and shall bear interest at the rate equal to the lesser of (i) the maximum interest rate allowed by applicable law; or (ii) twenty percent (20%) per annum from the due date until paid (the "Default Rate"). Whenever, and as often as J&M shall not have paid any fee, charge or lien or other sum payable hereunder within ten (10) days of the due date, such amounts (including interest thereon at the Default Rate) shall constitute a lien on the J&M Property until paid in full upon proper recordation of a claim of lien in the Probate Office of Shelby County, Alabama. Such liens shall be prior and superior to all other liens except (a) any lien for real estate taxes and other governmental assessments on the J&M Property, (b) the lien of any first mortgage on J&M's Property recorded before the date on which the amount sought to be enforced hereunder became delinquent, and (c) any other lien recorded prior to the time of recording this Amendment.
5. J&M is hereby added as an "Owner" as defined in the Easement Agreement.
6. J&M hereby releases, discharges and waives all claims against the Indemnified Parties (as defined below) for any claims or costs which J&M may pay or become obligated to pay with respect to any damage or injury to persons or property sustained by J&M or any person

claiming through J&M arising from use of the Access Easement. As a condition and covenant of the easement granted herein, J&M, by acceptance thereof, agrees, to the extent allowed by Alabama law, that neither Barber, AutoZone, nor any affiliated companies or any of tenants of Barber or AutoZone shall in any way be liable for any injury or damage that may result from J&M's use of the Access Easement, and J&M agrees to assume all risks in connection with the Access Easement.

7. J&M shall indemnify, defend, protect and hold harmless Barber, together with its partners, affiliates, officers, directors, stockholders, employees, servants, and agents (collectively, the "Barber Indemnified Parties"), and AutoZone, together with its partners, affiliates, officers, directors, stockholders, employees, servants, and agents (collectively, the "AutoZone Indemnified Parties", and together with the Barber Indemnified Parties, the "Indemnified Parties") from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising as a result of the use of the Access Easement by J&M or its employees, contractors, agents or permittees.
8. J&M shall maintain commercial general liability insurance written on an "occurrence" basis (as opposed to "claims made") at least equivalent to the most current Insurance Service Offices standard CGL form with a per accident limit of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Minimum Amount (defined below) insuring against claims on account of loss of life, bodily injury or property damage, and contractual liability (i.e. exclusions for liability assumed under contract must be deleted) that may arise from, or be occasioned by (i) the use of the Access Easement; or (ii) the conduct of J&M. Such insurance shall be procured from a company licensed in the state of Alabama and will be rated by Best's Insurance Reports not less than A-/VIII. Such coverage shall include coverage for liability assumed under this Amendment as an "insured contract" for the performance of J&M's indemnity obligations under this Agreement. The term "**Minimum Amount**" means \$2,000,000.00 per occurrence as of the Effective Date, as adjusted on the tenth (10th) anniversary of the Effective Date and every ten (10) years thereafter to reflect increases in the Consumer Price Index as published by the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (1982-84 = 100) all items (CPI-U), or if such index is no longer published, then a successor index selected by the Owners. In no event will the Minimum Amount ever be reduced as a result of any such Consumer Price Index adjustment.
9. Notices. If at any time, it is necessary or convenient for one of the Owners to serve any notice, demand or communication upon the other Owner, such notice, demand or communication must be in writing, signed by the Owner serving notice, sent by electronic mail (provided that if sent by electronic mail, a copy of such notice is also sent by one of the other methods listed herein), nationally recognized overnight carrier, or certified United States mail, return receipt requested and postage or other charges prepaid.

If intended for Barber, the notice must be addressed to:

The Barber Companies, Inc.
Attention: President
27 Inverness Center Parkway
Birmingham, AL 35242


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If intended for AutoZone, the notice must be addressed to:

AutoZone Development LLC
123 S. Front St.
Memphis, TN 38103
Attention: Property Management, Dept. 8700


If intended for J&M, the notice must be addressed to:

J&M Properties, LLC

or such other address as either party furnishes to the other, in writing, as a place for the service of notice. Any notice so sent will be deemed given upon receipt or when delivery is refused. The Owners hereby acknowledge and agree that upon the conveyance of either Property subject to this Agreement, the applicable notice address for the subsequent Owner of such Property shall be the address indicated for tax notices with the Shelby County tax assessor.

10. In the event an Owner shall institute any proceedings against another Owner for a breach hereunder, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees. Additionally, in the event an Owner is in breach of the terms of the Easement Agreement (as amended), and the non-breaching Owner incurs legal fees in order to secure the performance of any obligation or covenant contained in the Easement Agreement (as amended), the non-breaching Owner shall be entitled to recover reasonable third-party attorneys' fees and costs in connection with such dispute should the breach be cured prior to adjudication.
11. Each of the rights and obligations created by this Amendment (i) shall run with the land and shall be appurtenant to the property to which it relates, (ii) constitute a covenant running with the land, and (iii) shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, assigns and mortgagees.
12. Except as herein set forth, the parties hereto do mutually agree that all other terms and conditions of the Easement Agreement shall remain in full force and effect.

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By: _____
Name: _____
Title: _____

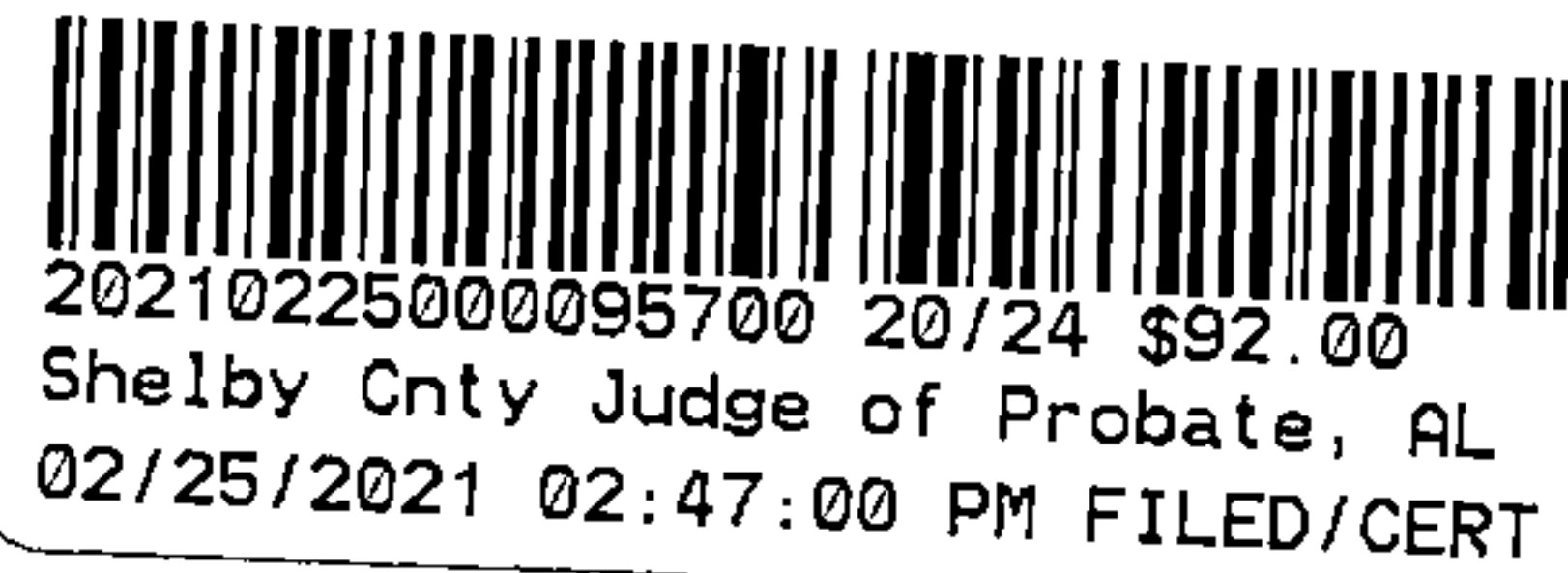
STATE OF TENNESSEE)
)
SHELBY COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ and _____, whose name as _____ and _____, respectively, of AutoZone Investment Corporation, a Nevada corporation, as sole member of **AUTOZONE DEVELOPMENT LLC**, a Nevada limited liability company, are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said company as of the day the same bears date. Given under my hand this _____ day of _____, 2021.

Notary Public

Printed Name

My Commission Expires: _____



By: _____
Name: _____
Title: _____

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____, of _____, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____ as of the day the same bears date. Given under my hand this _____ day of _____, 2021.

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Exhibit A

Site Plan



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Exhibit B

Legal Description – Access Easement



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Exhibit C

J&M Property



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