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Shelby Cnty Judge of Probate, AL
09/19/2007 02:49:09PM FILED/CERT

**STATE OF ALABAMA
COUNTY OF SHELBY**

RECIPROCAL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made as of this 18th day of September, 2007, by and between S.N.O., Inc., a Alabama Corporation ("SNO") whose address is 2858 Pelham Parkway, Pelham, Alabama 35124 and Alabama Telco Credit Union ("TELCO") whose address is 1849 Data Drive, Hoover, Alabama 35244.

WITNESSETH:

WHEREAS, SNO is the owner of approximately 9.25 acres shown in Exhibit "A" ("Exhibit "A"); and

WHEREAS, TELCO is the prospective owner of 52,653 square feet as shown in Exhibit "B" ("Exhibit "B"); and

WHEREAS, SNO, as the owner of the Overall Parcel desires to declare, create and establish for the benefit of the TELCO Parcel a future easement for ingress and egress over a portion of the Overall Parcel as shown in Exhibit "A"; and

WHEREAS, SNO, as the owner of the Exhibit "B" Parcel, desires to declare, create and establish an easement (Exhibit "C") for ingress, egress and utilities over, across and through the Exhibit "B" Parcel for the benefit of the Overall Parcel "B" Parcel all as more particularly hereinafter set forth; and SNO is reserving unto itself, its successors and assigns, the right to use the easement described in Exhibit "C" for ingress, egress and utilities; and

WHEREAS, TELCO, as the prospective owner of the Exhibit "B" Parcel, desires to declare, create and acknowledge an easement (Exhibit "C") for ingress, egress and utilities over, across and through a portion of the Exhibit "B" Parcel for the benefit of SNO, as the owner of the Overall Exhibit "A" Parcel, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNO and TELCO for themselves, and their successors and assigns, declare, create and establish the following easements, rights, covenants and obligations:

1. **Access Road Easement**. SNO does hereby reserve unto itself, its successors and assigns and hereby does declare, establish, grant and convey to TELCO, its successors and assigns, tenants, employees, licensees, customers, and invitees (collectively, the "Grantee Parties"), a permanent non-exclusive easement (the "Access Easement") for vehicular and pedestrian ingress and egress in, to, across, and over that real property described in Exhibit "C". The Grantee Parties' use of the Access Easement shall be uninterrupted (except for temporary interruptions for repairs and maintenance and temporary closures, not to occur more often than once each calendar year, or

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Deed Tax: \$5.00

interruptions necessary to prevent the public from obtaining a prescriptive easement) and in common with SNO, its successors and assigns, tenants, employees, licensees, invitees and others claiming under or through SNO, as the case may be. It is expressly agreed that the Access Easement granted hereby shall be solely for the non-exclusive use and benefit of the Grantor (and its successors and assigns) and Grantee Parties, at all times during the term hereof, for the purposes and subject to the limitations described herein. SNO reserves the right to modify or alter the Access Easement so long as such alteration or modification does not materially interfere with the ingress or egress to the Exhibit "B" Parcel.

TELCO shall have the right to pave the Access Easement. Such paving shall be in accordance with plans and specifications approved by SNO. Upon completion of such paving, TELCO shall submit a certification of an engineer approved by SNO that such paving was performed in accordance with the approved plans and specifications.

2. **Utility Easements.**

SNO does hereby declare, establish, grant and convey to TELCO, its successors and assigns, a permanent, non-exclusive easement for the benefit of the TELCO upon, over, under, through and across the property described in Exhibit "C" for purposes of installing operating, using, repairing, maintaining, replacing and removing, without charge, to SNO, storm sewer pipes and utility lines. SNO reserves the right, at its cost, to attach onto or to relocate said storm sewer pipe within the Exhibit "C" Parcel, so long as such pipe is of the same flow as the pipe being replaced.

3. **Representation and Warranty.** SNO covenants with TELCO that it is the owner in fee of Exhibit "C" Parcel and has a good right to execute this Easement Agreement and to grant said easements and right-of-way, and SNO has obtained all necessary consents to the execution and delivery hereof.

4. **Future Easement.** SNO hereby agrees to provide TELCO a future access easement for ingress and egress through a portion of the property described in Exhibit "A" (the overall parcel) and said access is anticipated to provide access to Highway 39 but said access is subject to the appropriate governmental approval of said access to Highway 39. The exact location of said future easement shall be identified specifically when determined by SNO, whereupon SNO and TELCO will amend this easement agreement to more specifically determine the location of this future easement. The construction of future access easement shall be without cost to TELCO.

5. **Manner of Performing Work.** Whenever a party shall perform any construction, maintenance, repairs or replacements required or permitted hereunder, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as it reasonably practicable.

6. **Extent of Liability.** Notwithstanding any other provision contained in this Agreement to the contrary, SNO and TELCO hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel (described as Exhibit "C") as such interest is constituted from time to time. SNO and TELCO agree that any claim

against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel described in Exhibit "C", as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in the parcel described as Exhibit "C", as such interest may be constituted from time to time.

7. **Maintenance.** The easement described in Exhibit "C" and the future easement to be determined in Paragraph 4 hereinabove, shall be maintained by the owners and occupants of the parcels of real property located within the overall parcel as shown in Exhibit "A" on a pro rata basis, based on relative sizes of the parcels. For example, if the land were to comprise 30% of the real property included within Exhibit "A" of the overall tract, then the owners and occupants of that parcel would be responsible for paying 30% of the cost of maintaining said easements and the pavement and other such improvements located therein.

8. **Notices.** Any notice, demand, consent, authorization or other communication (collectively, a "Notice") which either party is required or may desire to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered personally (upon an officer of the other party or to such individual as may be noted in the addresses stated below) to the other party or sent by overnight express courier or delivery service or by registered or certified mail of the United States Postal Service, return receipt requested, and addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may, by Notice, to the other specify) or sent by facsimile transmission to the fax number shown below and simultaneously mailed by first-class mail of the United States Postal Service:

To S.N.O., Inc.:

2858 Pelham Parkway
Pelham, Alabama 35124
Attn: Steve Issis, President

To Alabama Telco Credit Union:

1849 Data Drive
Hoover, Alabama 35244
Attn: Kim Murdoch, its _____

Unless otherwise specified, notices shall be deemed given when received, but if delivery is not accepted, on the earlier of the date delivery is refused or the third business day after the same is deposited with the United States Postal Service or the business day after the same is deposited with an overnight courier.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, executors, successors and assigns.

10. **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

11. **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama and the laws of the United States pertaining to transactions in Alabama.

13. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

14. **Attorney's Fees.** In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys', paralegals', and expert witnesses' fees, costs and expenses, and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceedings.

15. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. **Waiver of Trial by Jury.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

17. **Waiver of Trial by Jury.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTIES, OR ANY CLAIMS, DEFENSES, RIGHTS OF SETOFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

18. **Termination.** SNO shall have the right at anytime, or from time to time, without the consent or approval of TELCO, to dedicate all or any portion of the Access Easement or the Utilities for purposes of a public road right-of-way or public utility so long as such dedication does not diminish TELCO's right to use the Access Easement in common with others. Upon any such dedication and acceptance for maintenance by Shelby County, Alabama or the applicable utility provider, all of SNO's obligations with respect to the Access Easement Premises or the Utilities shall terminate and be of no further force and effect.


IN WITNESS WHEREOF, the undersigned has caused this Easement Agreement to be properly executed on the day and year set forth above.

S.N.O., Inc

By: 

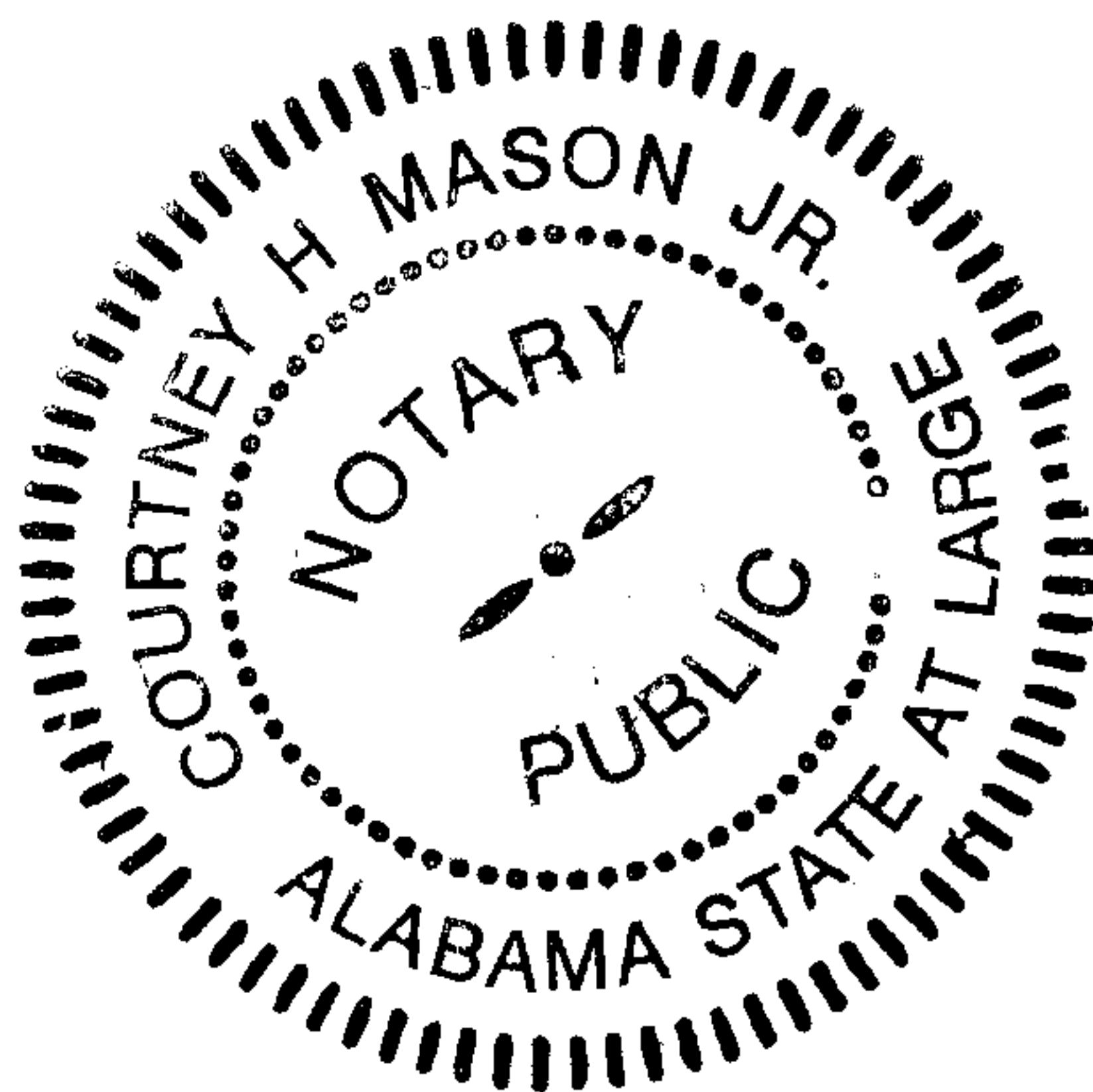
Steve Issis, President

STATE OF ALABAMA)
COUNTY OF SHELBY)


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I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve Issis, whose name as President of S.N.O., Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this 18 day of September, 2007.



Print Name: Courtney H. Mason Jr.

Notary Public

[NOTARY STAMP OR SEAL]

Alabama Telco Credit Union

By: 

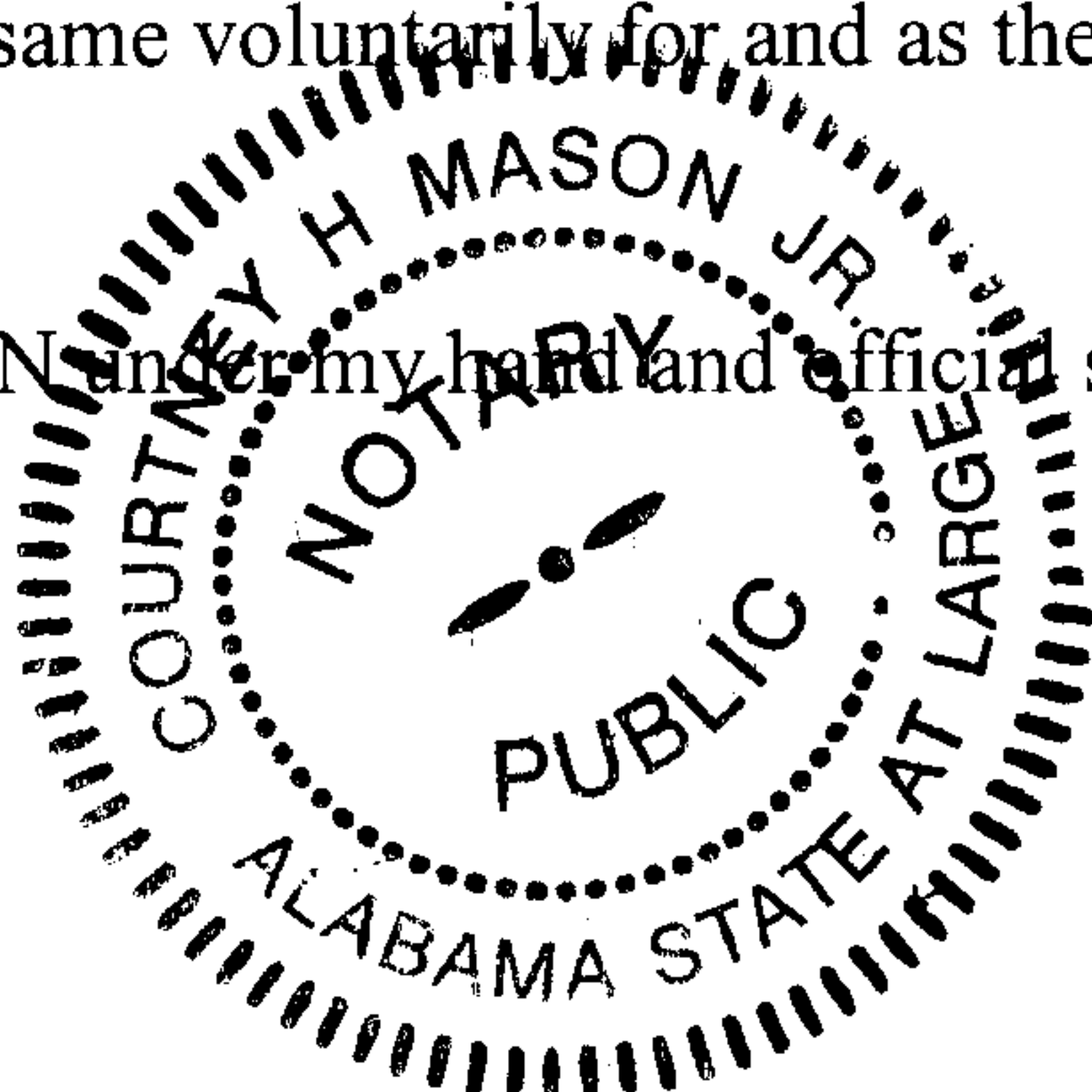
Linda Cencula, President/C.E.O.

STATE OF ALABAMA)
COUNTY OF SHELBY)

COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2011

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Linda Cencula, whose name as President/C.E.O. of Alabama Telco Credit Union, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal, this 18th day of September, 2007



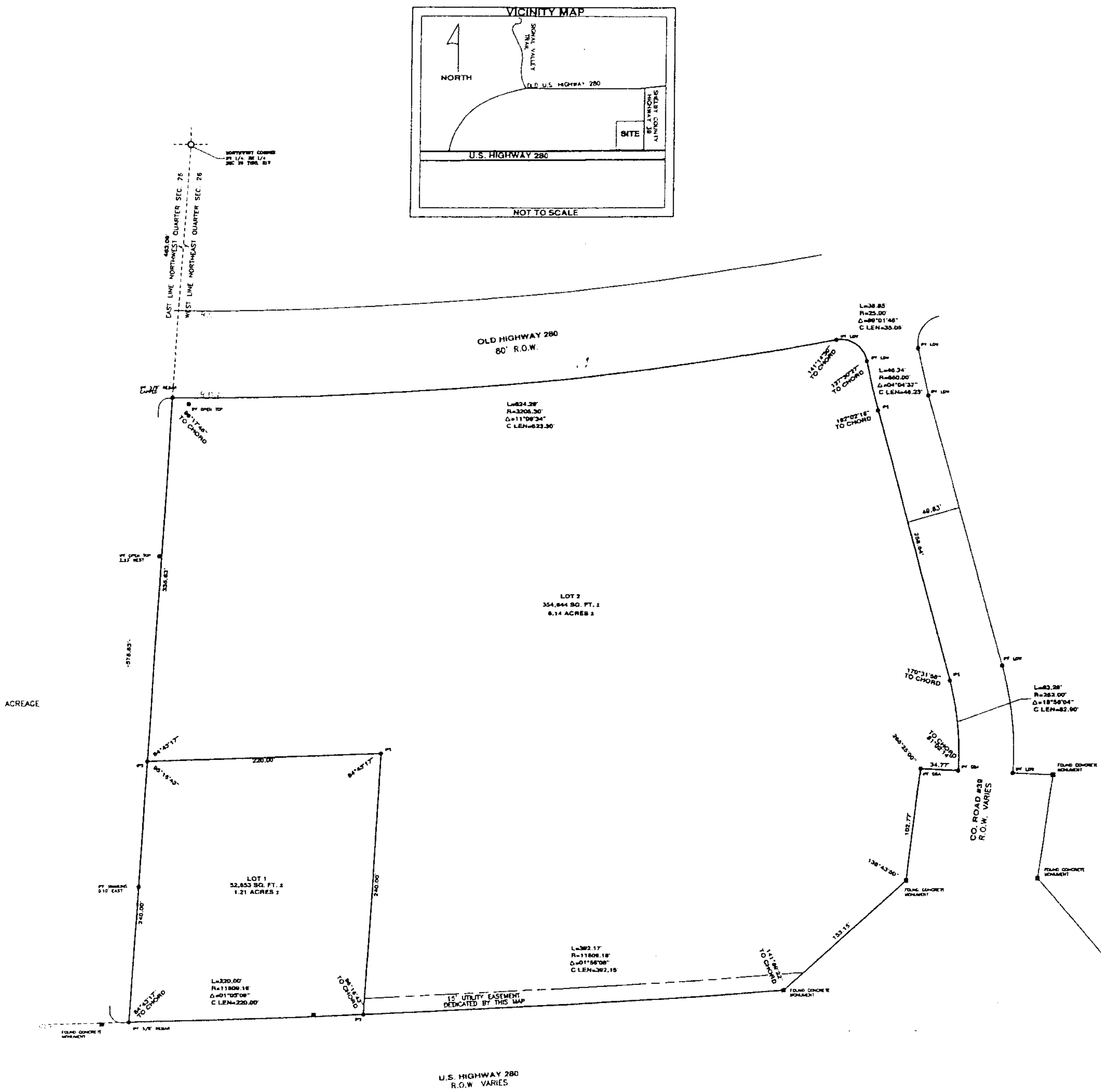
COURTNEY H. MASON, JR.
COMMISSION EXPIRES MARCH 5, 2011

Print Name: Courtney H. Mason Jr.

Notary Public

[NOTARY STAMP OR SEAL]

Exhibit "A"

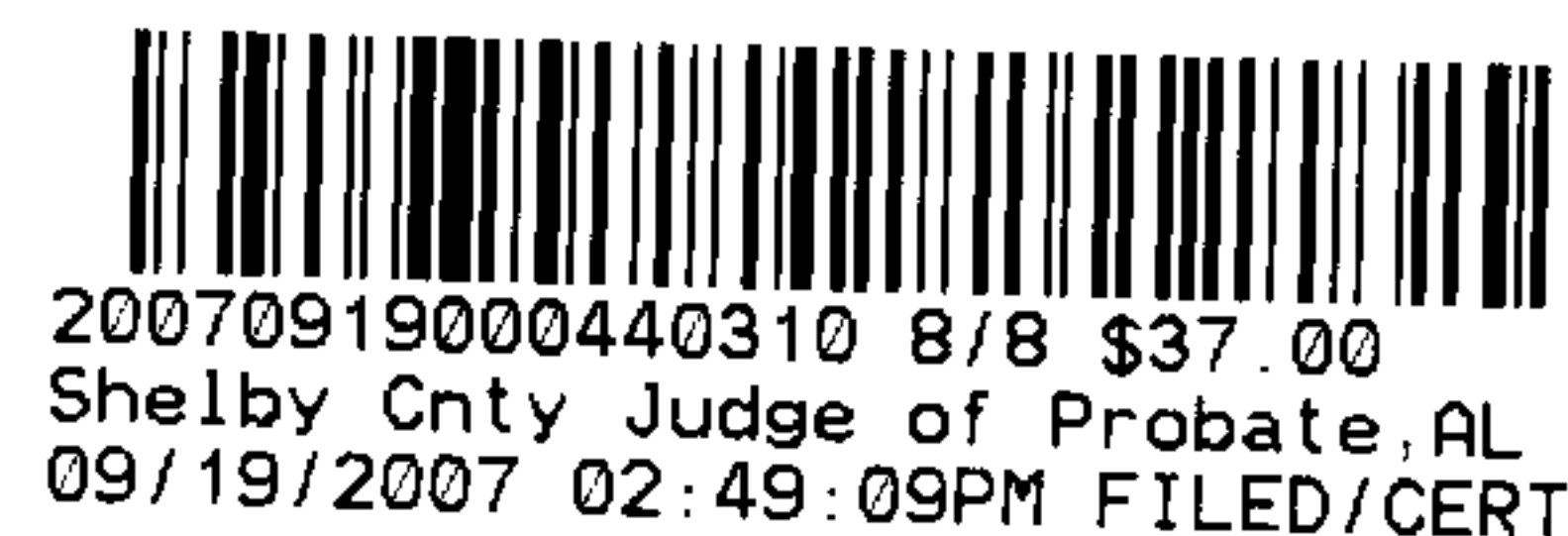


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LEGAL DESCRIPTION:

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest one-quarter of the Northeast one-quarter of said section; thence run in a Southerly direction along the West line of said quarter-quarter section for a distance of 463.09 feet to a found 5/8" rebar, said point also being on the Southernmost right-of-way line of Old Highway 280 (80' ROW); thence continuing along last described course leaving said right-of-way line run in a Southerly direction for a distance of 335.63 feet to a set GSA capped rebar stamped CA-560-LS and the POINT OF BEGINNING; thence turn an exterior angle to the right of 84 degrees 43 minutes 17 seconds and leaving said West line run in an Easterly direction for a distance of 220.00 feet to a set GSA capped rebar stamped CA-560-LS; thence turn an interior angle to the left of 84 degrees 43 minutes 17 seconds and run in a Southerly direction for a distance of 240.00 feet to a set GSA capped rebar stamped CA-560-LS, said point also being on the Northernmost right-of-way line of U.S. Highway 280 (ROW Varies), said point also being on a curve turning to the right, said curve having a radius of 11,609.16 feet, a central angle of 01 degrees 05 minutes 09 seconds, an interior chord angle to the left of 95 degrees 16 minutes 43 seconds, and a chord distance of 220.00 feet; thence run in a Westerly direction along said arc and along said right-of-way for a distance of 220.00 feet to a found 5/8" rebar; thence turn an interior angle to the left from the chord of said curve and run in a Northerly direction for a distance of 240.00 feet to the POINT OF BEGINNING. Said parcel contains 52,653 square feet or 1.21 acres more or less.



ACCESS EASEMENT
LEGAL DESCRIPTION:

A parcel of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest one-quarter of the Northeast one-quarter of said section; thence run in a Southerly direction along the West line of said quarter-quarter section for a distance of 463.09 feet to a found 5/8" rebar, said point also being on the Southernmost right-of-way line of Old Highway 280 (80' ROW); thence continuing along last described course leaving said right-of-way line run in a Southerly direction for a distance of 575.63 feet to a set GSA capped rebar stamped CA-560-LS on the Northernmost right-of-way line of U.S. Highway 280 (ROW Varies), said point also being on a curve turning to the left, said curve having a radius of 11609.16 feet, a central angle of 00 degrees 20 minutes 57 seconds, an interior chord angle to the right of 85 degrees 05 minutes 27 seconds, and a chord distance of 70.75 feet; thence run in an Easterly direction along the arc of said curve and along said right-of-way for a distance of 70.75 feet to the POINT OF BEGINNING; thence turn an exterior angle to the right from the chord of said curve of 87 degrees 42 minutes 09 seconds and run in a Northerly direction for a distance of 55.64 feet; thence turn an interior angle to the left of 88 degrees 32 minutes 17 seconds and run in an Easterly direction for a distance of 157.28 feet; thence turn an interior angle to the left of 84 degrees 20 minutes 59 seconds and run in a Southerly direction for a distance of 29.14 feet; thence turn an interior angle to the left of 95 degrees 14 minutes 55 seconds and run in a Westerly direction for a distance of 101.99 feet; thence turn an interior angle to left of 226 degrees 49 minutes 53 seconds and run in a Southwesterly direction for a distance of 22.63 feet; thence turn an interior angle to the left of 225 degrees 01 minutes 50 seconds and run in a Southerly direction for a distance of 11.30 feet to a point on the Northernmost right-of-way line of U.S. Highway 280 (ROW Varies), said point also being on a curve turning to the right, said curve having a radius of 11609.16 feet, a central angle of 00 degrees 10 minutes 34 seconds, a chord distance of 35.69 feet, an interior chord angle to the left of 87 degrees 57 minutes 58 seconds; thence run in a Westerly direction along the arc of said curve and along said right-of-way for a distance of 35.69 feet to the POINT OF BEGINNING. Said easement contains 5549 square feet or 0.13 acres more or less.