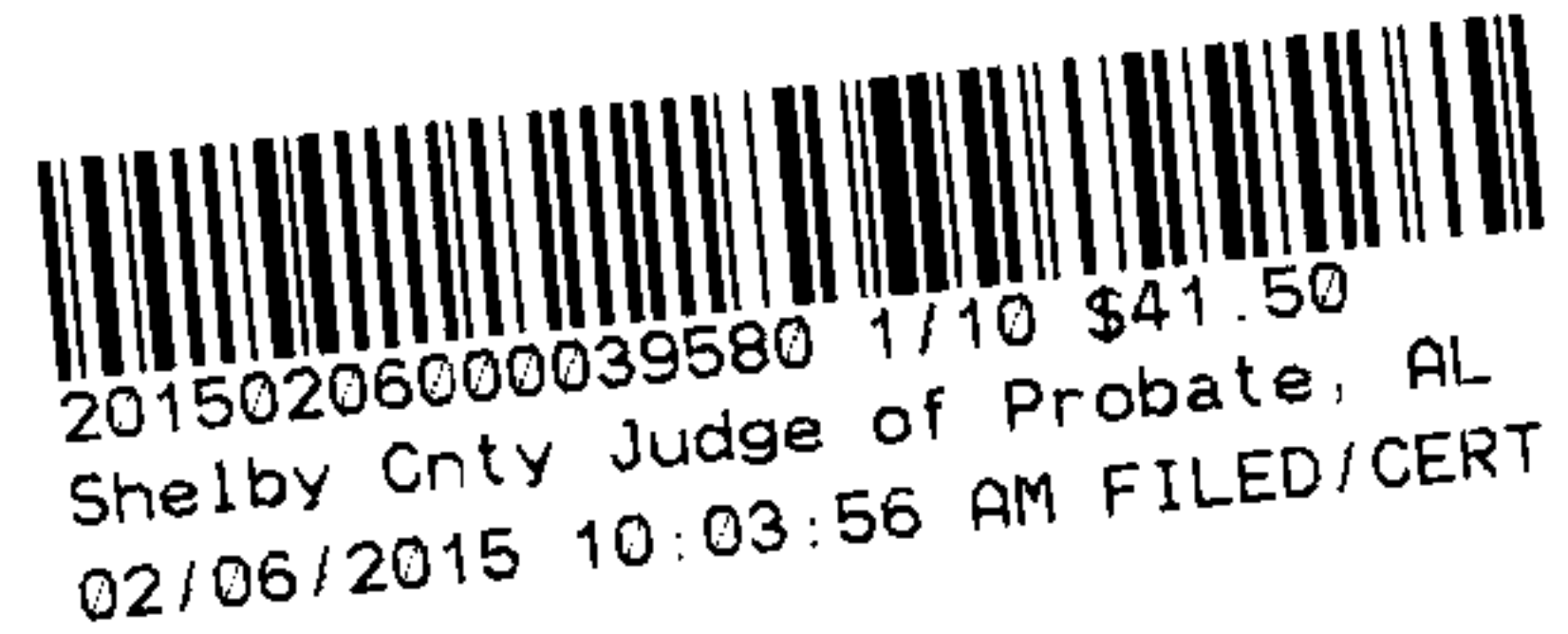


STATE OF ALABAMA)
COUNTY OF SHELBY)

This Instrument Prepared By:

Thomas M. McElroy, II, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203-2618
(205) 254-1000



Value \$500.00

ACCESS EASEMENT AGREEMENT

THIS **ACCESS EASEMENT AGREEMENT** (this "Agreement") is effective as of February 5, 2015, by and between **MAP ALABASTER, LLC**, an Alabama limited liability company ("MAP"), **ALFRED W. CLARK**, an individual residing in Shelby County, Alabama, and **JANICE O. CLARK**, an individual residing in Selby County, Alabama (collectively, the "Clarks").

RECITALS

A. MAP is the owner of certain land more particularly described on Exhibit A attached hereto (the "MAP Land"). The Clarks are the owners of certain land more particularly described on Exhibit B attached hereto (the "Clark Land"). The MAP Land and the Clark Land are contiguous.

B. MAP agrees to grant to the Clarks the right to use that portion of the MAP Land more particularly described on Exhibit C attached hereto (the "Easement Area") for the purposes of vehicular ingress and egress to and from the public right of way currently known as Daisy Lane.

C. MAP and the Clarks desire to enter into this Agreement in order to reflect the agreements set forth herein.


NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, MAP and the Clarks do hereby agree and declare as follows:

1. Easement Area. MAP, for itself and its successors and assigns, does hereby grant, bargain, sell, convey and assign unto the Clarks and their successors and assigns, for the benefit of the Clark Land, a perpetual, non-exclusive right of ingress and egress, both pedestrian and automotive, on and over the Easement Area for ingress and egress between the Clark Land to the public right of way currently known as Daisy Lane, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof.

2. Construction. MAP, for itself, its successors and assigns, does hereby grant, bargain, sell, convey and assign unto the Clarks, their successors and assigns, for the benefit of the Clark Land, a temporary, non-exclusive right to construct and install or to cause the construction and installation of a driveway and related paving and landscaping (the “Clark Improvements”) within the Easement Area. All work within the Easement Area shall be performed in accordance with this Agreement and all applicable laws and regulations. The Clarks shall submit plans and specifications for the Clark Improvements to MAP in such detail as MAP may reasonably request. The Clarks shall not commence construction of the Clark Improvements until MAP has approved the plans and specifications in writing, which approval shall not be unreasonably withheld or delayed. Upon completion of the construction of the Clark Improvements, no further construction activities pursuant to this Agreement shall be allowed within the Easement Area unless authorized in writing by MAP. The Clarks agree to construct the Clark Improvements in a good and workmanlike manner in compliance with all applicable federal, state and local laws and in a manner which imposes the least interference with the operation of the MAP Land. All costs associated with the construction of the Clark Improvements shall be the sole responsibility of the Clarks. The Clarks hereby agree to promptly repair and restore any portion of the MAP Land which may be disturbed through the Clarks’ use thereof.

3. Upkeep and Maintenance of the Easement Area. The Clarks shall be responsible, at their sole cost and expense, for the maintenance and repair of the Clark Improvements, which duty shall include, without limitation, an obligation to (i) repair and maintain the Clark Improvements and (ii) remove all trash and debris from the Easement Area. In no event shall any portion of the Easement Area be used for any unlawful purposes, or in a manner which is or becomes noxious, offensive, unhealthy or harmful as a result of generating fumes, odors, dust, smoke, noise, vibration, extraordinary waste or toxic or hazardous waste. The Easement Area shall be kept in a neat, clean and sanitary condition and in no event shall any portion thereof be used for the storage of equipment, inventory, supplies or other material. If the Clarks fail to perform its obligations hereunder with respect to the Clark Improvements after reasonable notice from MAP of the condition requiring maintenance and repair, MAP may perform such obligations. Within fifteen (15) days of receipt of written demand, the Clarks shall reimburse MAP for all costs and expenses incurred by MAP in connection with such maintenance and repair.

4. Indemnification. The Clarks shall protect, defend, indemnify, and hold MAP harmless from and against any and all claims, demands, costs, expenses, tax, damages, and liabilities (including costs and expenses and attorney’s fees of defending such claims, demands, costs, expenses, tax, damages and liabilities, including all appeals) for (i) any injury to person or damage to real or personal property caused by, resulting from or arising out of any act, omission, or neglect of the Clarks or their agents, servants, employees, or contractors in connection with the Clarks’ use of the Easement Area and rights hereby granted and (ii) any breach of the Clarks of their obligations under this Agreement. The Clarks’ obligations under this paragraph shall survive the termination of this Agreement.


20150206000039580 2/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

5. Insurance. Beginning on the date that the Clarks commence any commercial activity on the Clark Land, the Clarks shall assure that the Clarks and any person acting on the Clarks' behalf under this Agreement carries the following insurance with one or more insurance carriers at any and all times such party or person is on or about the Easement Area or acting pursuant to this Agreement, in such amounts as from time to time reasonably required by MAP:

- i. workers compensation and employer's liability insurance; and
- ii. commercial general liability and umbrella liability (\$1,000,000.00 minimum coverage);

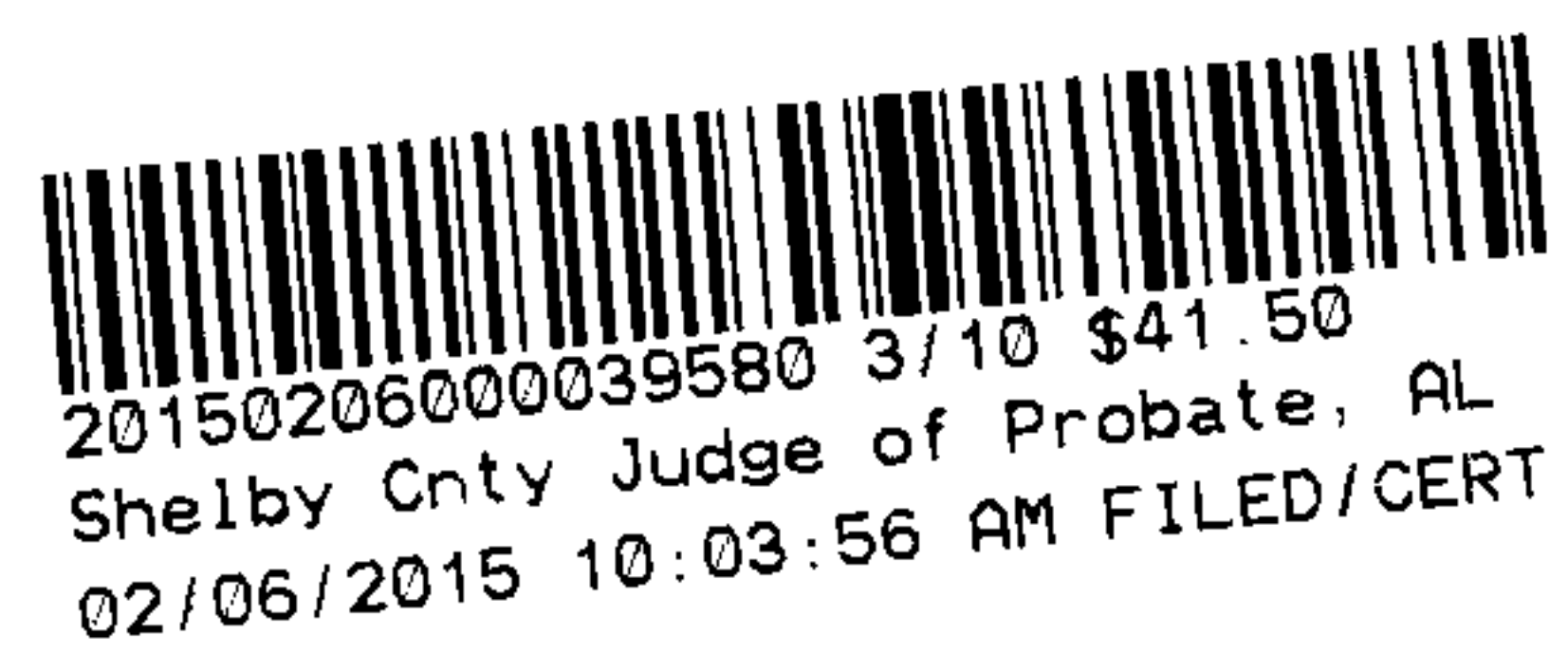
Each of the above required insurance policies shall be underwritten by a company duly licensed to provide insurance in the State of Alabama. The Clarks shall cause certificates of insurance evidencing the above coverage to be provided promptly upon request to MAP or to such other representative of MAP as MAP may from time to time designate. The commercial general liability policy required under this section shall cover MAP as an additional insured with regard to the Easement Area, and shall reflect that the insurer has waived any right of subrogation against MAP.

6. Miscellaneous.

(a) This Agreement and any provisions, covenants, conditions or restrictions contained herein may be terminated, extended, modified or amended by mutual agreement of the parties hereto or their respective heirs and assigns; provided, however, that no such termination, extension, modification or amendment will be effective until a written instrument setting forth its terms has been duly executed by all parties hereto, appropriately acknowledged and recorded in the office of the Judge of Probate of Shelby County, Alabama. No such amendment, modification, extension or termination shall affect the rights of any mortgagee under a mortgage constituting a lien on the MAP Land or the Clark Land, unless the mortgagee consents to such amendment, modification, extension or termination in writing, nor will any such amendment, modification, extension or termination be effective against such mortgagee subsequent to its taking title to its encumbered property by foreclosure or deed in lieu of foreclosure unless such mortgagee has consented thereto in writing. No lessee, licensee or other person having a possessory interest, other than a party hereto, will be required to join in the execution of or consent to any act of the parties taken pursuant to this section.

(b) Nothing contained herein shall be deemed to constitute a gift or dedication of any portion of the MAP Land or the Clark Land to or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein and may be enforced only by the parties hereto and their respective successors and assigns.

(c) If any clause, sentence, section or other portion of the terms, conditions, covenants and restrictions of this Agreement becomes illegal, null or void for any reason or is held by any court of competent jurisdiction to be so, the remaining portion of this Agreement will remain in full force and effect.




(d) The date of this Agreement is for convenience of reference only and does not indicate that this Agreement was executed or delivered on said date. This Agreement is executed and delivered by the parties hereto on the date of the acknowledgment hereto with respect to the execution of this Agreement on behalf of such party.

(e) This Agreement shall be governed by the laws of the State of Alabama.

(f) All easements, licenses, other rights and obligations hereunder shall run with the title to the Clark Land and the MAP Land. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

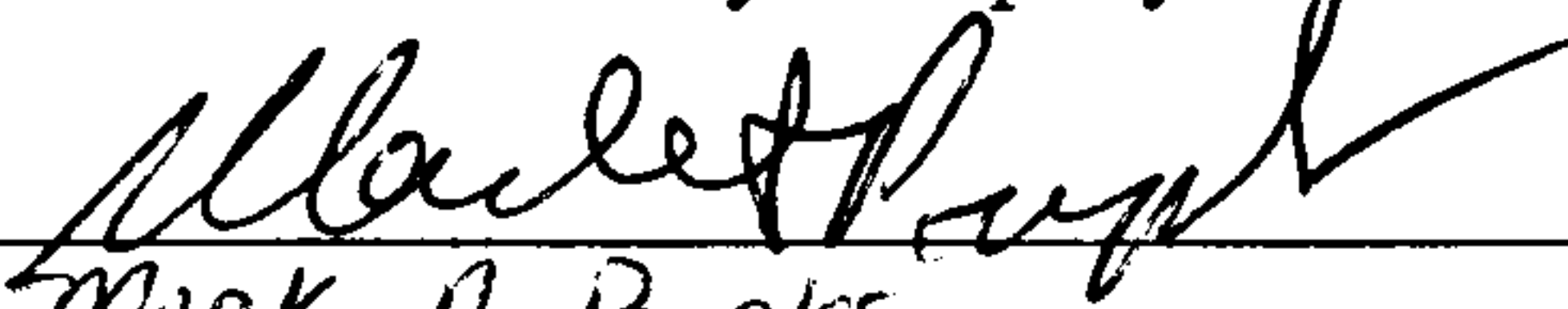
[Signatures on following pages]


20150206000039580 4/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes stated herein as of the date first above written.

MAP:

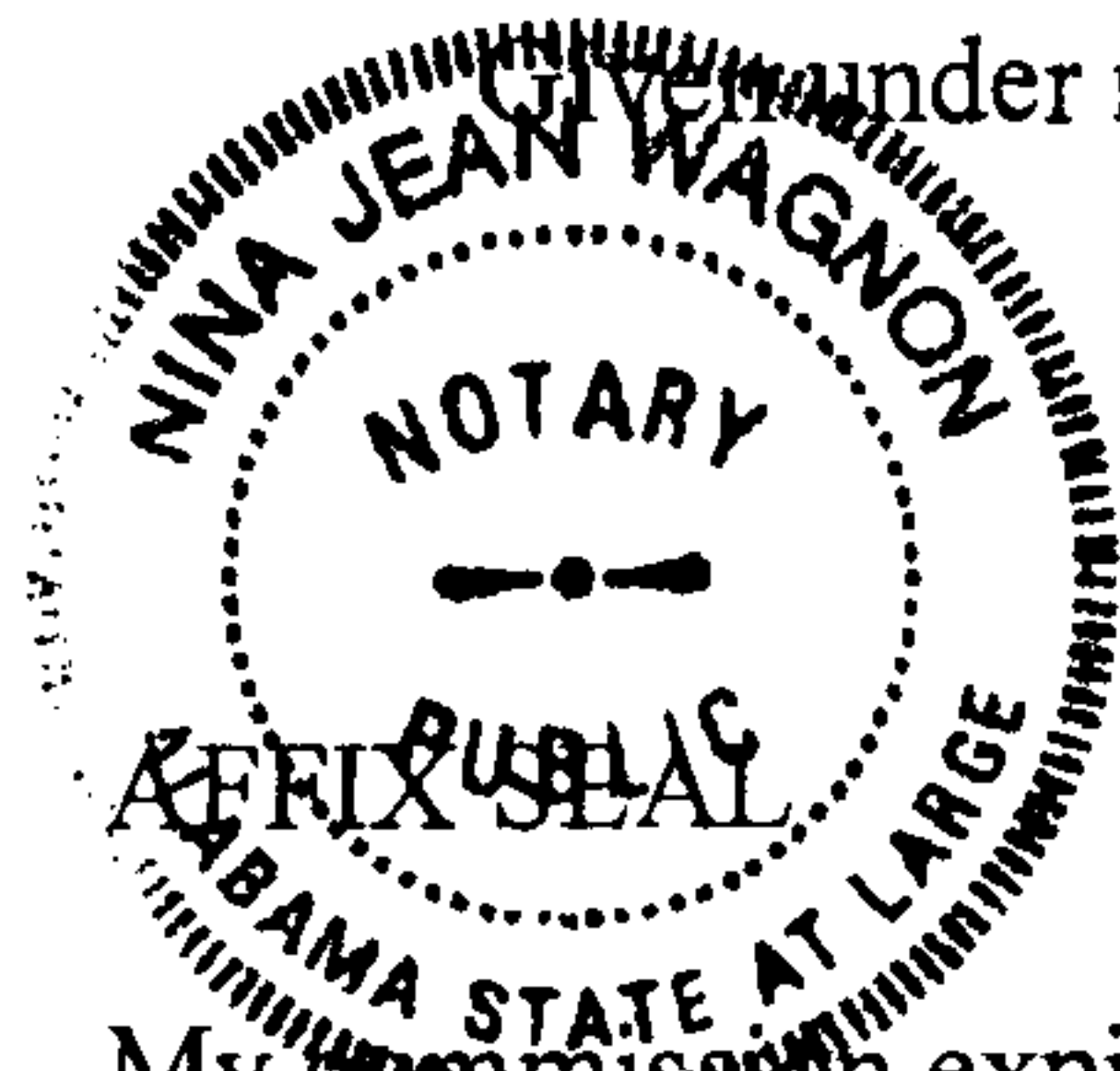
MAP ALABASTER, LLC,
an Alabama limited liability company

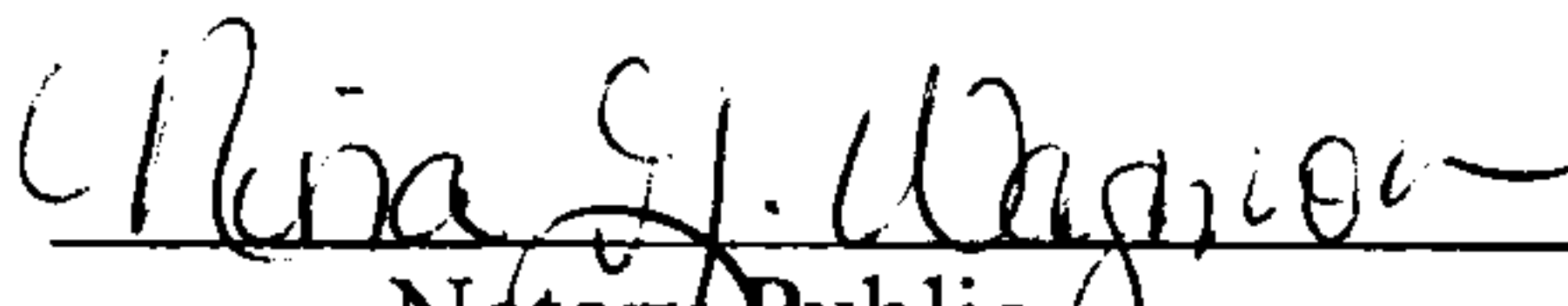
By: 
Name: MARK A. Peoples
Its: Member

STATE OF ALABAMA)
COUNTY OF Jefferson)


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that MARK A. Peoples, whose name as Member of MAP Alabaster, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

under my hand and official seal, this 29th day of ~~October, 2014~~ JANUARY 2015.



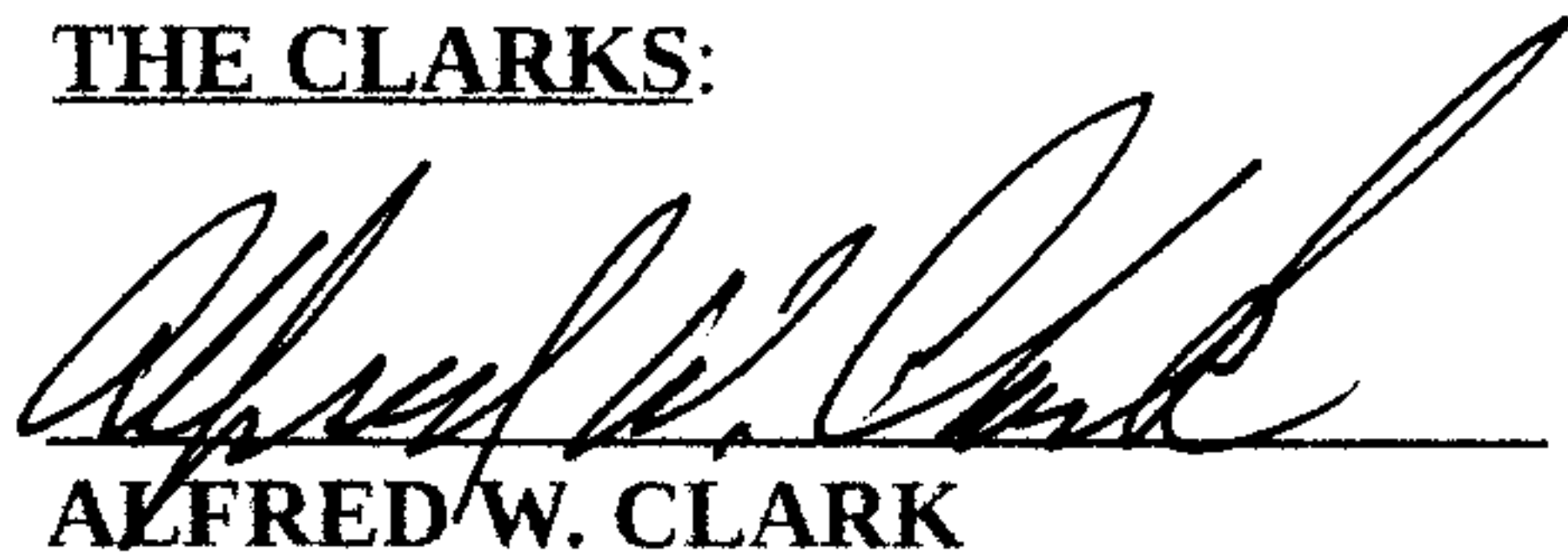

Notary Public

My commission expires: 3/29/2015


20150206000039580 5/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

20150206000039580 6/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

THE CLARKS:


ALFRED W. CLARK

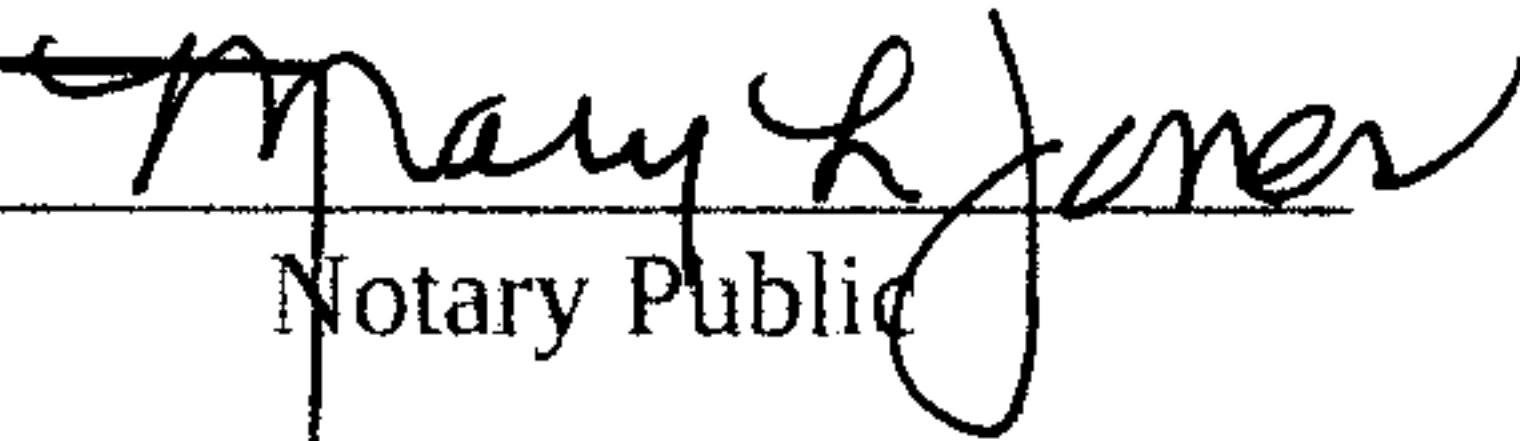
STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said certify that Alfred W. Clark and Janie Clark, whose name is signed to the foregoir and who is known to me, acknowledged before me on this day that, being in contents of said instrument, he executed the same voluntarily for the purposes and therein expressed.

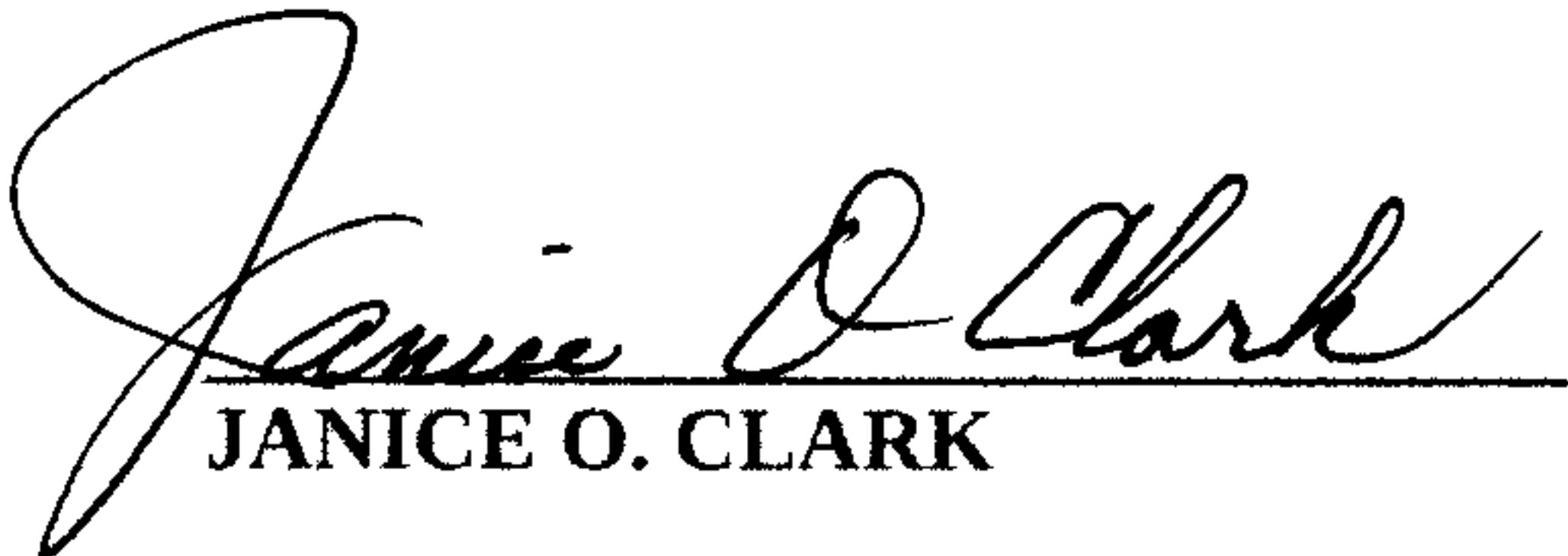
Given under my hand and official seal, this 27 day of October, 2014

AFFIX SEAL

MARY L JONES
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES SEPT. 26, 2016


Notary Public

My commission expires: _____


JANICE O. CLARK

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County in said certify that Janice O. Clark, whose name is signed to the foregoing instrumen known to me, acknowledged before me on this day that, being informed of the cc instrument, she executed the same voluntarily for the purposes and conside expressed.

Given under my hand and official seal, this 27 day of October, 2014

AFFIX SEAL

MARY L JONES
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES SEPT. 26, 2016


Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the MAP Land

A parcel of land situated in the South half of the Northwest one-quarter of the Northwest one-quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section 14 for a distance of 661.30 feet to a found Beacon capped rebar, said point being the POINT OF BEGINNING; thence leaving the West line of said Section 14, run South 89 degrees 23 minutes 43 seconds East for a distance of 156.81 feet to a found RCFA capped rebar; thence run South 88 degrees 44 minutes 49 seconds East for a distance of 309.94 feet to a found 4" open top; thence run South 23 degrees 14 minutes 38 seconds West for a distance of 199.29 feet to a found 2" open top; thence run South 88 degrees 59 minutes 29 seconds East for a distance of 555.48 feet to a found Beacon capped rebar, said point being on the Westernmost right of way line of Alabama State Highway 119; thence run South 25 degrees 44 minutes 12 seconds West along said Westernmost right of way for a distance of 215.29 feet to an iron pin set, said point being the point of commencement of a curve to the left, said curve having a radius of 3130.00 feet, a central angle of 05 degrees 22 minutes 46 seconds, a chord bearing of South 23 degrees 02 minutes 49 seconds West for a chord distance of 293.77 feet; thence run along arc of said curve and along said Westernmost right of way for a distance of 293.88 feet to a found ¼" rebar; thence leaving said Westernmost right of way, run North 89 degrees 15 minutes 19 seconds West for a distance of 425.20 feet to an iron pin set, said point being on the Easternmost right of way line of Daisy Lane (40' right of way); thence run North 41 degrees 21 minutes 06 seconds West along said Easternmost right of way for a distance of 84.61 feet to an iron pin set, said point being the point of commencement of a curve to the right, said curve having a radius of 56.24, a central angle of 48 degrees 41 minutes 34 seconds, a chord bearing of North 18 degrees 45 minutes 33 seconds West for a chord distance of 46.37 feet; thence run along arc of said curve and along said Easternmost right of way for a distance of 47.80 feet to an iron pin set, said point being a point on the Northernmost right of way line of said Daisy Lane; thence run North 84 degrees 24 minutes 41 seconds West along said Northernmost right of way for a distance of 7.23 feet to an iron pin set; thence leaving said Northernmost right of way, run North 23 degrees 40 minutes 43 seconds East for a distance of 91.93 feet to a found ½" crimp; thence run North 23 degrees 23 minutes 22 seconds East for a distance of 223.01 feet to a found Beacon capped rebar; thence run South 87 degrees 23 minutes 53 seconds West for a distance of 355.48 feet to a found ¼" rebar, said point being a point on the West line of said Section 14; thence run North 00 degrees 25 minutes 40 seconds West for a distance of 279.20 feet to the POINT OF BEGINNING. Said parcel contains 360,310 square feet or 8.27 acres more or less.



20150206000039580 7/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

EXHIBIT B

Legal Description of the Clark Land

Commence at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence run south along the west line of section 14 a distance of 660.60 feet to the point of beginning; thence continue along the last course along said section line 279.20 feet to a point; thence turn left 92 degrees, 12 minutes, 42 seconds and run Easterly 355.63 feet; thence right 116 degrees, 05 minutes, 44 seconds and run Southwesterly a distance of 222.54 feet; thence left 0 degrees, 57 minutes, 27 seconds, and run Southwesterly 100.73 feet; Thence left 111 degrees, 30 minutes, 53 seconds and run Easterly 544.03 feet to a point on the Westerly right-of-way of State Highway #119 having a central angle of 3 degrees, 32 minutes, 10 seconds and a radius of 3130.00 feet; Thence left 68 degrees, 43 minutes, 52 seconds from tangent in a northeasterly direction along said right-of-way 193.17 feet to the point of tangent; Thence run northeasterly along tangent 215.29 feet; thence left 115 degrees, 56 minutes, 09 seconds and run Westerly leaving said right-of-way 562.24 feet; thence right 112 degrees, 18 minutes, 06 seconds and run Northeasterly 200.00 feet; Thence left 112 degrees, 20 minutes, 57 seconds and run Westerly 467.22 feet to the point of beginning, **LESS AND EXCEPT** that portion conveyed by separate deed and described as follows:

Commence at the Northwest corner of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence run south along the west line of section 14 a distance of 939.80 feet to a point; thence turn left 92 degrees, 12 minutes, 42 seconds and run Easterly 355.63 feet; thence right 116 degrees, 05 minutes, 44 seconds and run Southwesterly a distance of 130.10 feet to the point of beginning of the parcel herein described; thence continue along the same course a distance of 92.44 feet; thence left 0 degrees, 57 minutes, 27 seconds, and run Southwesterly 100.73 feet; Thence left 111 degrees, 30 minutes, 53 seconds and run Easterly 544.03 feet to a point on the Westerly right-of-way of State Highway #119 having a central angle of 3 degrees, 32 minutes, 10 seconds and a radius of 3130.00 feet; Thence left 68 degrees, 43 minutes, 52 seconds from tangent in a northeasterly direction along said right-of-way 193.17 feet to the point of tangent; Thence turn in a westerly direction 544.03 feet, more or less, to the western boundary of the parcel herein described.



20150206000039580 8/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

EXHIBIT C

Legal Description of the Easement Area

An Access Easement over and across a parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of said Section 14; thence run South 00 degrees 25 minutes 40 seconds East along the West line of said Section for a distance of 887.55 feet to a found 1/4 inch rebar; thence run North 87 degrees 23 minutes 53 seconds East for a distance of 355.48 feet to a found capped rebar stamped "Beacon"; thence run South 23 degrees 23 minutes 22 seconds West for a distance of 198.01 feet to a point, said point being the POINT OF BEGINNING of the easement herein described; thence continue along the last described course for a distance of 25.00 feet to a found 1/2 inch crimped pipe; thence run South 22 degrees 38 minutes 47 seconds West for a distance of 91.41 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the Easterly Right of Way of Daisy Lane (40' R.O.W.); thence run South 84 degrees 24 minutes 41 seconds East along said Right of Way for a distance of 5.50 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on a non-tangent curve to the left, said curve having a radius of 56.24 feet, a central angle of 29 degrees 00 minutes 23 seconds, a chord bearing of South 08 degrees 54 minutes 58 seconds East, and a chord distance of 28.17 feet; thence run along the arc of said curve and said Right of Way for a distance of 28.47 feet to a point; thence leaving said Right of Way run North 22 degrees 38 minutes 47 seconds East for a distance of 113.67 feet; thence run North 23 degrees 23 minutes 22 seconds East for a distance of 24.87 feet; thence run North 66 degrees 36 minutes 38 seconds West for a distance of 20.00 feet to the POINT OF BEGINNING. Said Easement contains 2,508 Square Feet or 0.06 Acres, more or less.

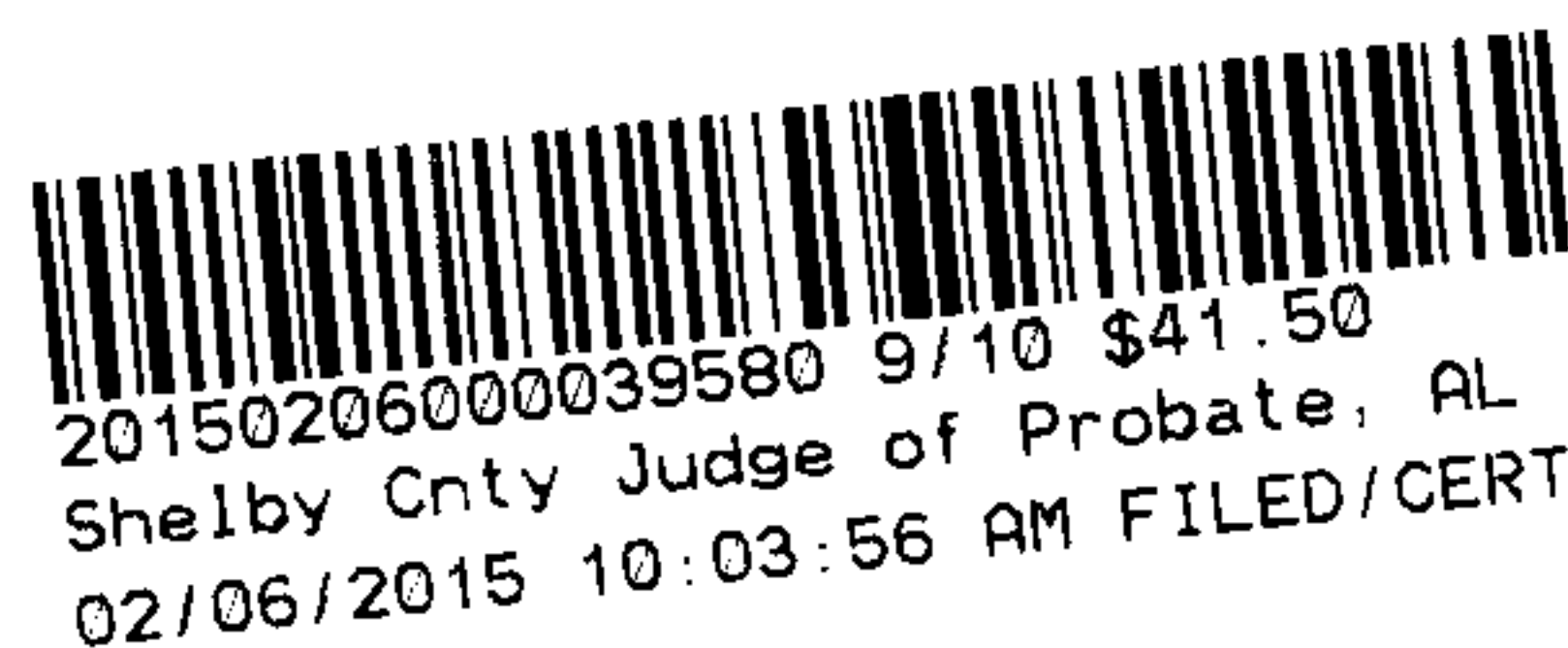
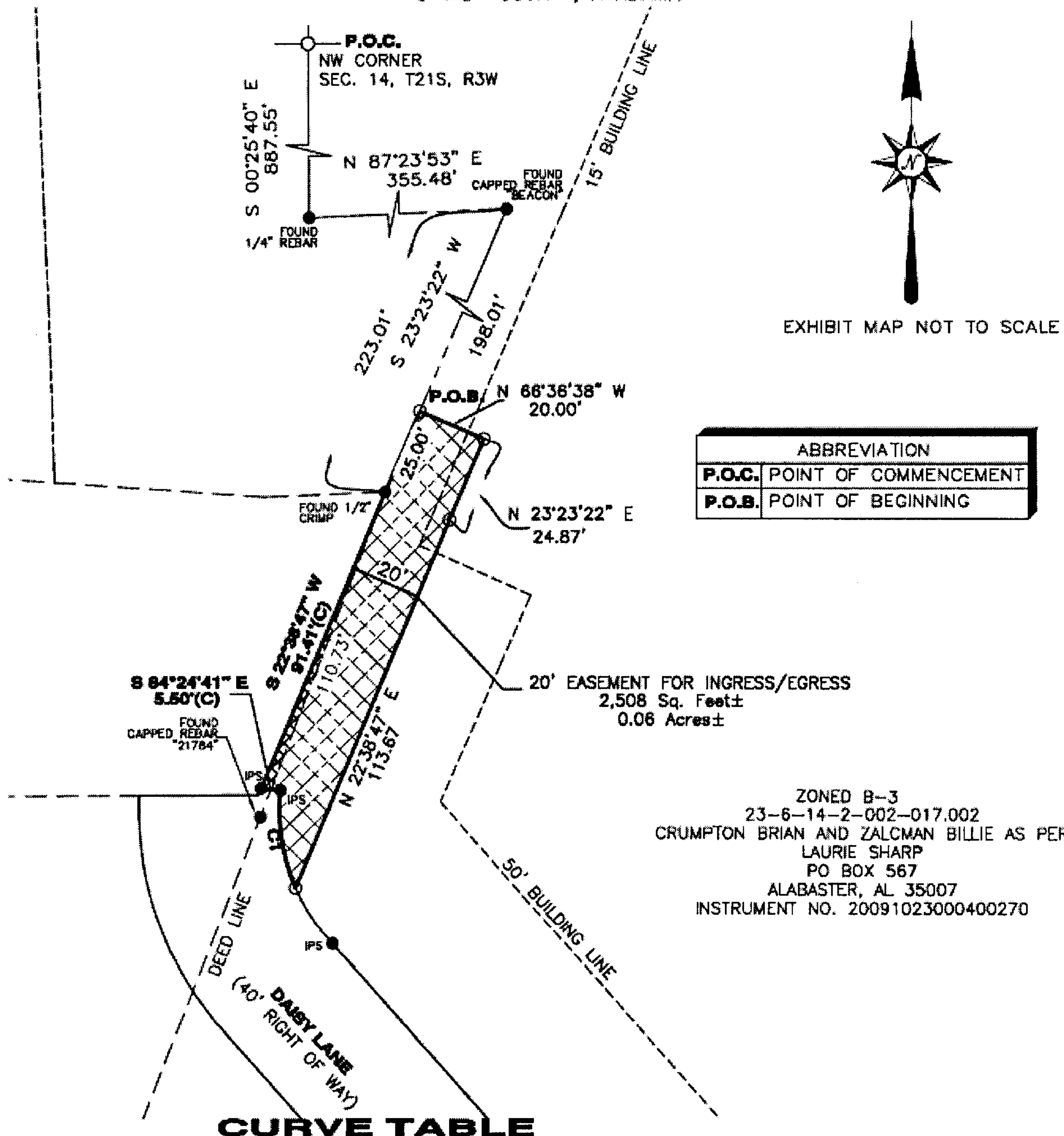


EXHIBIT MAP INGRESS/EGRESS EASEMENT

NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST
SHELBY COUNTY, ALABAMA



ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

ZONED B-3
23-6-14-2-002-017.002
CRUMPTON BRIAN AND ZALCMAN BILLIE AS PER
LAURIE SHARP
PO BOX 567
ALABASTER, AL 35007
INSTRUMENT NO. 20091023000400270

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH	ARC LENGTH	CHORD BEARING
C1	56.24'	29°00'23"	28.17'	28.47'	S 08°54'58" E



20150206000039580 10/10 \$41.50
Shelby Cnty Judge of Probate, AL
02/06/2015 10:03:56 AM FILED/CERT

GONZALEZ - STRENGTH & ASSOCIATES, INC.
ENGINEERING, LAND PLANNING, & SURVEYING
3176 PARKWAY LAKE DRIVE
HOOPER, ALABAMA 36050
PHONE: (205) 845-8488
FAX: (205) 845-8888
www.Gonzalez-Strength.com

Shelby County, AL 02/06/2015
State of Alabama
Deed Tax: \$.50