

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (referred to herein as "this Easement Agreement") is made as of August 28th, 2015 by and between DESIGN RESOURCE CENTER, LLC, an Alabama Limited Liability Company, ("Design Resource"), whose address is 157 Resource Center Parkway Suite 101, Birmingham, AL 35242, and Reynolds Real Estate, LLC, an Alabama Limited Liability Company, (hereinafter referred to as "Reynolds"), whose address is 157 Resource Center Parkway, Bldg. A2, Suite 102, Birmingham, Alabama 35242.

I. INTRODUCTION

500⁰⁰


Design Resource owns certain real property in Shelby County, Alabama, more particularly described in Exhibit 1 (the "Design Resource Property") on which is now located, and shall be located in the future from time to time, certain paved entrances, exits, driveways, ramps, parking areas, utilities, and sidewalks.

Reynolds is purchasing from Design Resource that certain property described in Exhibit 2, on which land The David Group, Inc. has constructed an office building pursuant to that certain Purchase Agreement of New Office Building (the "Purchase and Construction Contract") between Design Resource, The David Group, Inc., and Reynolds dated May 1, 2015, as amended (such interest in the land and fee simple interest in the Building are referred to herein as the "Reynolds Property").

Design Resource desires to grant to Reynolds and each of Reynolds's tenants and their respective agents, employees, guests, invitees, visitors, and customers non-exclusive rights of access, ingress and egress across, over, and on the Design Resource Property, and the right to install and maintain utility service lines on the Design Resource Property providing service to the Reynolds Property.

Reynolds desires to permit Design Resource and each of Design Resource's tenants and their respective agents, employees, guests, invitees, visitors, and customers to have non-exclusive rights of access, ingress and egress across, over, and on Reynolds Property, and the right to install and maintain utility service lines on the Reynolds Property providing service to the Design Resource Property. The easements created pursuant to this Easement Agreement shall be perpetual, are not personal, and shall be deemed to constitute covenants running with land as hereinafter provided. The easements created herein shall not be assignable nor transferable, except in connection with sale, assignment, conveyance, judicial foreclosure sale, or conveyance in lieu of foreclosure of the either the Design Resource Property or the Reynolds Property.

Shelby County, AL 12/04/2015
State of Alabama
Deed Tax: \$.50


20151204000415220 1/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT

II. EASEMENTS

A). NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS ACROSS THE DESIGN RESOURCE PROPERTY FOR THE BENEFIT OF THE REYNOLDS PROPERTY

Design Resource hereby grants a non-exclusive easement to Reynolds for access, ingress and egress free of charge for all types of pedestrian and vehicular traffic by Reynolds and its employees, agents, guests, invitees, visitors, and customers to and from a public street known as "Resource Center Parkway" and the Reynolds Property over and across sidewalks, private service roads, driving lanes, and parking areas on the Design Resource Property. Without diminishing the rights granted to Reynolds, Design Resource reserves the right to redesign, remove, and reconstruct from time to time the alignment and specific location of the system of sidewalks, paved drives, driving lanes, private service roads and parking areas on the Design Resource Property to conform to the then best overall development and use of the Design Resource Property, as determined by Design Resource in the reasonable exercise of its discretion; provided, however, that no such redesign, removal, or reconstruction shall unreasonably interfere with the conduct of business on the Reynolds Property or with Reynolds's use of the easements granted herein. Notwithstanding any provision of this Easement Agreement to the contrary, the rights granted to Reynolds in this Section II.A. shall be of perpetual duration.

B). NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS ACROSS THE DESIGN RESOURCE PROPERTY FOR THE BENEFIT OF THE REYNOLDS PROPERTY

Design Resource hereby reserves unto itself, its successors and assigns, a non-exclusive easement over the Reynolds Property described on Exhibit 2 for access, ingress and egress free of charge for all types of pedestrian and vehicular traffic by Design Resource and its employees, agents, guests, invitees, and customers over and across sidewalks, private service roads, driving lanes, and parking areas on the Reynolds Property. Without diminishing the rights granted to Design Resource, Design Resource grants to Reynolds the right to redesign, remove, and reconstruct from time to time the alignment and specific location of the system of sidewalks, paved drives, driving lanes, private service roads, and parking areas on the Reynolds Property to conform to the then best overall development and use of the Reynolds Property, as determined by Reynolds in the reasonable exercise of its discretion; provided, however, that no such redesign, removal, or reconstruction shall unreasonably interfere with the conduct of business on the Design Resource Property or with Design Resource's use of the easements reserved herein. Notwithstanding any provision of this Easement Agreement to the contrary, the rights reserved to Design Resource in this Section II.B. shall be of perpetual duration.

C). EASEMENT FOR UTILITIES

Design Resource hereby grants to Reynolds and its successors, assigns, employees, contractors, subcontractors and agents a permanent, non-exclusive easement over the Design

Resource Property to enter into and upon the Design Resource Property to effectuate the purposes of this Easement Agreement and in order to conduct inspections, maintenance, repair and replacement as shall be reasonably necessary to assure the continuing efficient functioning of the utilities installed pursuant to the Purchase and Construction Contract and otherwise necessary for utility service to the Reynolds Property; provided, however, that no such inspections, maintenance, repair or replacement shall unreasonably interfere with the conduct of business on the Design Resource Property. Design Resource reserves for itself, its successors, assigns, employees, contractors, subcontractors and agents a permanent easement to enter into and upon the Reynolds Property to effectuate the purposes of this Easement Agreement and in order to conduct inspections, maintenance, repair and replacement as shall be reasonably necessary to assure the continuing efficient functioning of the utilities to the Design Resource Property; provided, however, that no such inspections, maintenance, repair or replacement shall unreasonably interfere with the conduct of business on the Reynolds Property. Notwithstanding any provision of this Easement Agreement to the contrary, the rights reserved to Design Resource in this Section II.C. shall be of perpetual duration.

III. MAINTENANCE, INSURANCE AND INDEMNITY

Design Resource and Reynolds shall each maintain the sidewalks, private drives, service roads, driving lanes, and parking spaces on their respective properties in an attractive condition and good state of repair in conformance with all applicable municipal ordinances to allow the continued use thereof for utilities, access, ingress, and egress during the term of this Easement Agreement. Design Resource's and Reynolds's maintenance obligations shall include, but not be limited to, landscaping, patching, repairing, restriping, repaving and lighting the sidewalks, private drives, service roads, driving lanes, and parking areas. In the event that Reynolds shall cause the sidewalks, private drives, service roads, driving lanes and/or parking areas Design Resource Property to be damaged beyond ordinary wear and tear, Reynolds shall be responsible for the repairs thereof.

If either party shall fail to maintain their property as required herein, the non-defaulting party may enter onto the defaulting party's property to perform the maintenance required herein and invoice the defaulting party for the cost of such maintenance, and if such defaulting party shall fail to pay the amount of such invoice to the non-defaulting party within thirty (30) days of delivery of such invoice in accordance with the notice provisions of this Easement Agreement, the non-defaulting party shall have the right to file a lien on the defaulting party's property for the amount of such unpaid invoice. Any such recorded lien shall be subordinate to the lien of any first mortgage on the defaulting party's property.

Design Resource and Reynolds shall each maintain at their expense adequate personal injury and property damage insurance in amounts less than \$500,000.00 with respect to any one injury, \$1,000,000.00 with respect to any one accident, and \$250,000.00 with respect to property damage. Within the first 15 days of each year, each party shall provide the other party with a copy of its respective certificates of insurance to show that such insurance is in effect.

The parties hereby agree to defend, indemnify and hold harmless each other and their respective agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from (i) the exercise by such party of the easements herein granted, (ii) the entry by a party upon the property of the other party or any party acting on behalf of such party provided for by this Easement Agreement, or (iii) any use, repair or maintenance provided for by this Easement Agreement, by a party, its successors, assigns, employees, contractors or agents, or any other party acting on behalf of such party, including personal injury, loss of life, loss of or damage to real or personal property, and reasonable attorney fees and other costs of defense or litigation.

IV. NO THIRD PARTY BENEFICIARIES

Design Resource and Reynolds execute this Easement Agreement with the specific intent to confer benefits directly only upon themselves, their successors and assigns. Design Resource and Reynolds do not intend to confer any direct benefits on any agents, employees, guests, tenants, invitees, visitors, or sublicensees of Reynolds or Design Resource, as third-party beneficiaries of this Easement Agreement or in any other capacity. All such persons are merely incidental gratuitous beneficiaries of this Agreement without any rights under this Easement Agreement or any right to enforce this Easement Agreement. Such persons may, however, make use of the easements to the limited extent to which Reynolds and Design Resource may permit such use if such persons use such Easement in a manner consistent with the terms and conditions of this Easement Agreement. The use of the Easement by agents, employees, guests, tenants, invitees, visitors, or sublicensees of either party as permitted herein shall not in any event be construed as intent of any party that the private drives, driving lanes, service roads or parking areas are dedicated to public use, but rather such private drives, driving lanes, service roads and parking areas shall remain the private property of Design Resource or Reynolds, as applicable, at all times.

V. ENFORCEMENT

If any party or other person who is entitled to any benefit under this Easement Agreement incurs costs, attorneys' fees, or both in enforcing this Easement Agreement, the party or person against whom the enforcement is obtained shall pay all costs and reasonable attorneys' fees that may be incurred by the party or person who successfully obtains enforcement of this Easement Agreement. The provisions of this Easement Agreement may be enforced by Design Resource and Reynolds and their respective successors and assigns, including any lender who may have acquired a security interest in any of the property subject to the easements.

VI. ASSIGNABILITY

The easements and other rights granted by this Easement Agreement are appurtenant to the Design Resource Property and the Reynolds Property, shall run with the land, and otherwise shall not be assignable except in connection with the conveyance of either the Design Resource Property

or the Reynolds Property, including conveyance to a mortgagee through foreclosure or deed in lieu of foreclosure. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees and permitted assigns.

VII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. All representations, understandings, warranties, and agreements made previously by and between the parties are merged in this Easement Agreement, which alone fully and completely expresses the agreement of the parties regarding pedestrian and motor vehicle parking, access, ingress, and egress and utilities.

B. Modification. This Easement Agreement may be amended only by a writing signed by the party against whom enforcement may be sought. It may not be amended by an oral agreement of the parties.

C. No Joint venture. Design Resource and Reynolds do not intend to create a partnership or joint venture relationship by the execution of this Agreement.

VIII. NOTICES

Any notice which may be required or permitted to be made under this Easement Agreement shall be in writing and may be served personally by hand delivery, mail or by facsimile. Any notice which is given by hand delivery shall be deemed to have been effectively given when it is delivered personally to the party or person indicated below. Any such notice shall be deemed to have been effectively given by mail when it has been transmitted by facsimile or deposited in the United States Mail, first-class postage, certified mail, return receipt requested, postage prepaid, and addressed to the parties to this Easement Agreement and their respective representatives at the following addresses:


If to Reynolds:	Reynolds Real Estate, LLC Attention: Bob Reynolds 157 Resource Center Parkway, Bldg. A2, Suite 102 Birmingham, AL 35242 Email: brey@mcgriff.com
-----------------	---

If to Design:	Design Resource Center, LLC Attention: Issac David 157 Resource Center Parkway Suite 101 Birmingham, AL 35242 Email: idavid5996@yahoo.com
---------------	---

IX. CONTROLLING LAW AND SEVERABILITY

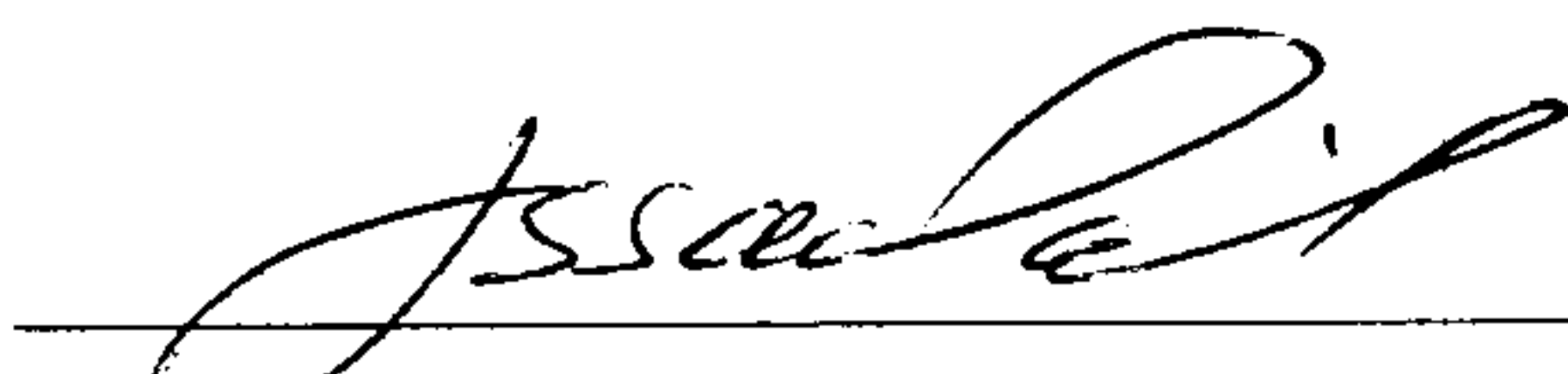
This Easement Agreement shall be governed by the laws of the State of Alabama. If any provision of this Easement Agreement is deemed to be unenforceable by statute, court decision, or otherwise, that provision shall be deemed severable and the balance of this Easement Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]



20151204000415220 6/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized officers as of the date first above written.

DESIGN RESOURCE CENTER, LLC,
An Alabama Limited Liability Company

By: 
Issac David
Managing Member

REYNOLDS REAL ESTATE, LLC
An Alabama Limited Liability Company

By: 
Bob Reynolds
Managing Member

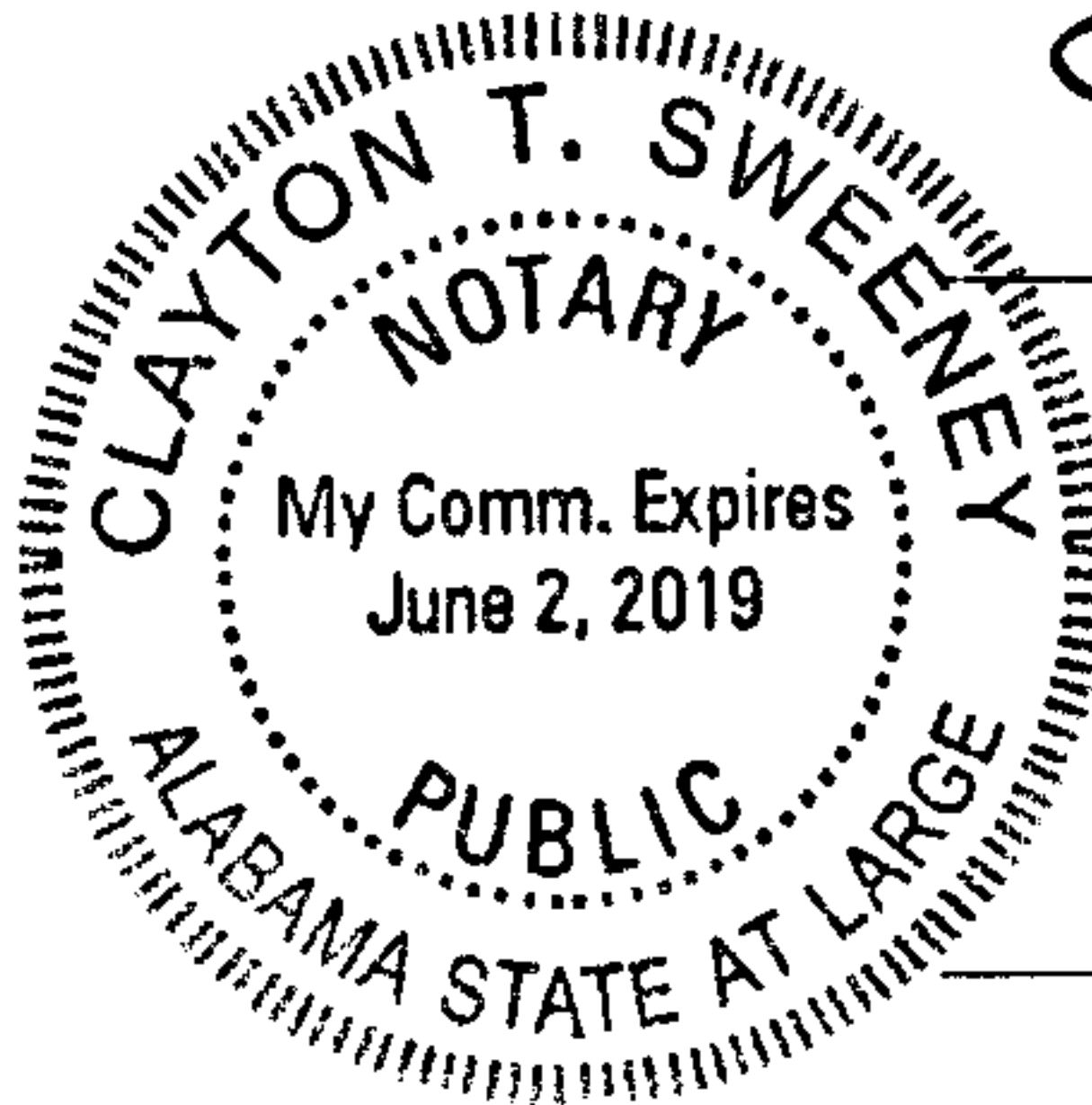

20151204000415220 7/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ISSAC DAVID, whose name as Managing Member of Design Resource Center, 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 thereof, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 28th day of August, 2015.



Notary Public

My Commission Expires:

6-2-2019

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bob Reynolds, whose name as Managing Member of REYNOLDS REAL ESTATE, LLC, a 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 thereof, he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 28th day of August, 2015.



Notary Public

My Commission Expires:

6-2-2019




20151204000415220 9/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT

EXHIBIT 1

DESIGN RESOURCE PROPERTY

Lot 3A-1, according to a Resurvey of Lot 3A, Resource Center, as recorded in Map Book 45, Page 22, in the Probate Office of Shelby County, Alabama.

EXHIBIT 2
REYNOLDS PROPERTY


20151204000415220 10/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT

Lot 3A-2, according to the Resurvey of Lot 3A, Resource Center, as recorded in Map Book 45,
Page 22, in the Probate Office of Shelby County, Alabama.

CONSENT AND SUBORDINATION

Southpoint Bank hereby consents to this Easement Agreement and subordinates to this Easement Agreement its mortgage executed by Design Resource Center, LLC to Southpoint Bank recorded in Instrument #20060804000377980; modified in Instrument #20070301000093590; Instrument #20070730000353770; Instrument #20080811000322510; Instrument #20090903000340070 and Instrument #20150226000060220; together with Assignment of Rents and Leases in Instrument #20060804000377990, in the Probate Office of Shelby County, Alabama.

SouthPoint Bank

By: 

Its: EVP

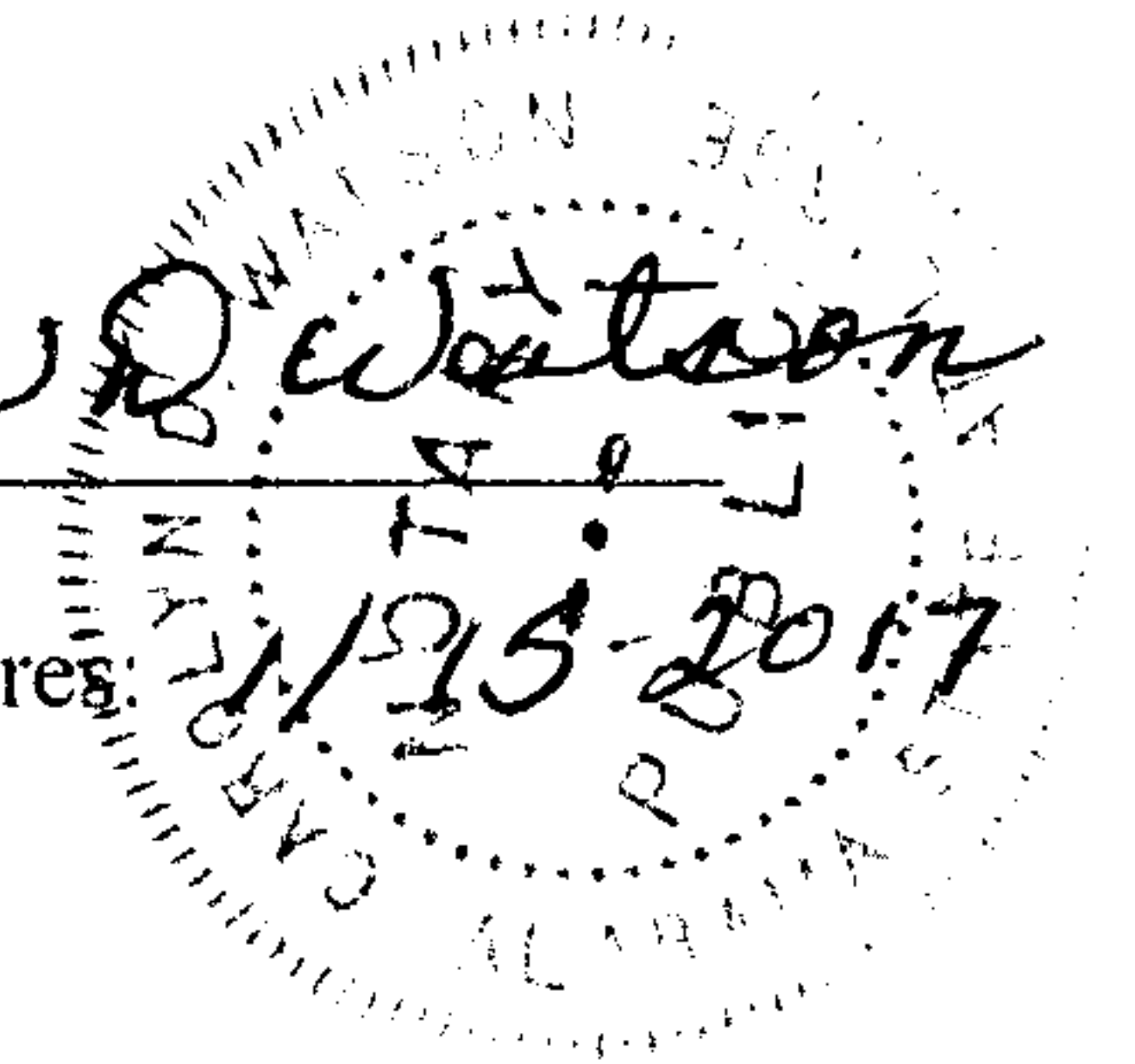
STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned authority, in and for said County and State, hereby certify that David Myers, whose name as, EVP of SouthPoint Bank, an Alabama State banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, 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 seal of office this 15 day of October, 2015.


Notary Public

My commission expires: 11/15/2017



20151204000415220 11/11 \$44.50
Shelby Cnty Judge of Probate, AL
12/04/2015 02:11:47 PM FILED/CERT