

20160719000252360
07/19/2016 01:38:17 PM
ESMTAROW 1/14

**This instrument prepared by
and upon recording return to:**

Vaughn McWilliams
Haskins Jones, LLC
2829 2nd Ave S, Suite 200
Birmingham, Alabama 35233

STATE OF ALABAMA)

COUNTY OF SHELBY)

:
\$500

**RECIPROCAL EASEMENT AGREEMENT
WITH COVENANTS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the “**Agreement**”) is made this 18th day of July, 2016 by and between **Camellia Realty Holdings, LLC**, an Alabama limited liability company (hereinafter referred to as “**Camellia**”), and **NEW SOUTH DEVELOPERS, INC.**, an Alabama corporation (hereinafter referred to as “**New South**”).

WITNESSETH:

WHEREAS, New South is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference (hereinafter referred to as the “**New South Tract**”);

WHEREAS, Camellia intends to purchase that certain tract or parcel of land contiguous to the New South Tract and lying and being in Shelby County, Alabama, and being more particularly described on **Exhibit B** attached hereto and made a part hereof by this reference (hereinafter referred to as the “**Camellia Tract**”);

WHEREAS, the Camellia Tract and the New South Tract each being herein sometimes referred to individually as a “**Tract**” and collectively as the “**Tracts**”); and

WHEREAS, Camellia and New South desire to establish certain easements and rights benefiting and burdening the Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Camellia and New South do hereby covenant and agree as follows:

AGREEMENT:

New South and Camellia agree that the driveway and landscaping located within the 30' Access & Utility Easement shall be maintained by Lot 2B (New South) within the extents of the easement as shown on the Resurvey of Lot 2 Riverchase East First Sector as recorded in Map Book 46, Page 23 in the office of the Judge of Probate, Shelby County, Alabama.

1. **Shared Access Easement.** New South hereby grants and conveys to Camellia, for the benefit of and as an appurtenance to the Camellia Tract, and Camellia hereby grants and conveys to New South, for the benefit of and as an appurtenance to the New South Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the New South Tract and the Camellia Tract described in **Exhibit C** and depicted on **Exhibit C-1 and Exhibit C-2** attached (the "**Shared Access Easement Area**") to provide for pedestrian and vehicular ingress and egress to and from the Camellia Tract and the New South Tract, for the use and benefit of Camellia and New South, their agents, employees, contractors, subcontractors, and invitees (the "**Shared Access Easement**"). It is understood that both parties hereto shall continue to have the right to use the Shared Access Easement. Neither Camellia nor New South shall block the Shared Access Easement Area or otherwise impede access to the Camellia Property or New South's access to the premises in which New South's building is located.

2. **Maintenance and Repair of Shared Access Easement.**

(a) The parties agree that easement maintenance shall be carried out in such a manner as to cause the least amount of disruption to Camellia's business operations or New South's business operations as reasonably practicable. New South shall have the sole responsibility to improve, landscape, repair and maintain the Shared Access Easement Area **depicted in Exhibit C-1** in good order, including the road, curbs, greenspace and signage. "Good order" shall mean the condition of the Shared Access Easement Area at the time of the execution of this Agreement or better. Camellia shall have the sole responsibility to improve, landscape, repair and maintain the Shared Access Easement Area **depicted in Exhibit C-2** in good order, including the road, curbs, greenspace and signage. "Good order" shall mean the condition of the Shared Access Easement Area at the time of the execution of this Agreement or better.

(b) Notwithstanding anything to the contrary herein, in the event that the Shared Access Easement Area **depicted in Exhibit C-1** is excessively damaged beyond normal wear and tear due to Camellia's or its agents', employees', contractors', subcontractors', or invitees' usage, including but not limited to large delivery trucks entering the Shared Access Easement Area, Camellia shall be responsible for the cost of repairing the damage in full. In the event that the Shared Access Easement Area **depicted in Exhibit C-2** is excessively damaged beyond normal wear and tear due to New South's or its agents', employees', contractors', subcontractors', or invitees' usage, including but not limited to large delivery trucks entering the Shared Access Easement Area, New South shall be responsible for the cost of repairing the damage in full. **Municipal, county, and state vehicles, utility vehicles and vehicles for the removal of trash, refuse, and garbage are not included in this clause.**

3. **Insurance.** Each of Camellia and New South shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such

activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Alabama. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other.

4. Indemnification. Camellia shall indemnify and hold New South harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by New South in connection with the use of the Shared Access Easement Area by Camellia, its agents, employees, contractors, sub-contractors, and invitees, except to the extent caused by the negligence or willful act of New South, its employees, tenants, contractors, agents or licensees. New South shall indemnify and hold Camellia harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court cost) incurred by Camellia in connection with the use of the Shared Access Easement Area by New South, its agents, employees, contractors, sub-contractors, and invitees except to the extent caused by the negligence or willful act of Camellia, its employees, tenants, contractors, agents or licensees.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

6. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

[Remainder of page intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, Camellia and New South have set their hands and seals as of the day, month and year first above written.

Camellia Realty Holdings, LLC,
an Alabama limited liability company

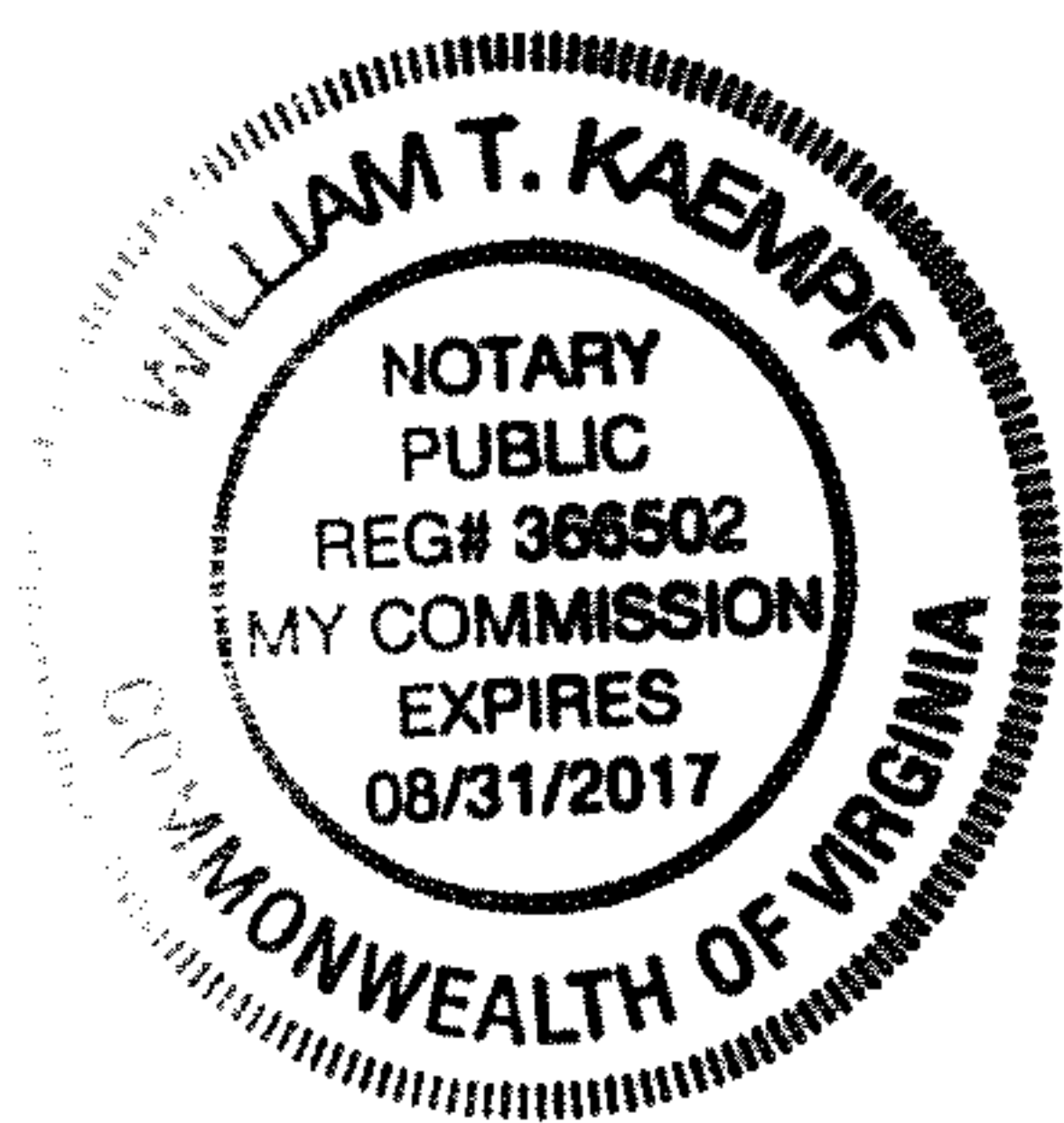
Monika Tataria, Manager
By: Monika Tataria
Its: Manager

STATE OF Virginia)

COUNTY OF Henrico)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Monika Tataria, whose name as Manager of Camellia Realty Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me on this day that, being informed of the contents of said instrument, he, with full authority, executed the same voluntarily for and as the act of said limited liability company on the date and the same bears date.

Given under my hand and official seal, this 16th day of July, 2016.



William T. Kaempf
Notary Public William T. Kaempf
My Commission Expires: 08/31/2017

NEW SOUTH DEVELOPERS, INC.

By: 

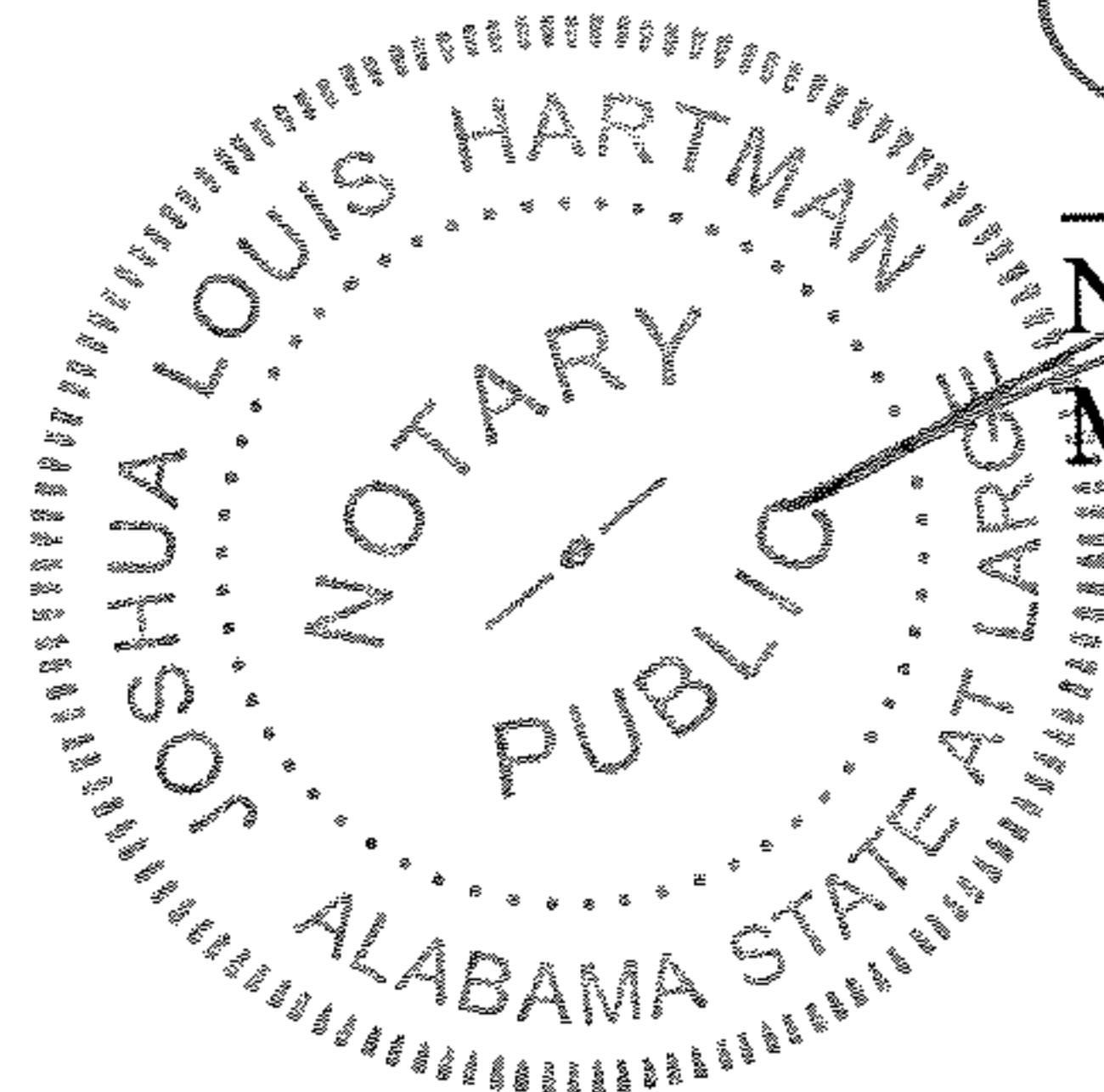
Name: SEC. TREASURER

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Charles E. Poe, whose name as Secretary/Treasurer of NEW SOUTH DEVELOPERS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me on this day that, being informed of the contents of said instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation on the date and the same bears date.

Given under my hand and official seal, this 18TH day of JULY, 2016.



Notary Public

My Commission Expires: _____

JOSHUA LOUIS HARTMAN Notary Public, Alabama State At Large My Commission Expires March 19, 2020
--

20160719000252360 07/19/2016 01:38:17 PM ESMTAROW
6/14

Exhibit A

New South Tract

PLA PROPERTIES LLC
PDR 10 9 30 0 001 909 004
RB 21, PG 251

MUMAC LLC
PDR 10 9 30 0 001 909 001
RB 25, PG 952

B. WARE / ROSENBERG & INT. B.
B. GELLEN / MADYKOWSKI & INT. B.
PDR 10 9 30 0 001 009 002
RB 54, PG 676

TRIAL SAVINGS CREDIT UNION
PDR 10 9 30 0 001 009 004
RB 21, PG 346

LOT 18
2ND AMENDMENT
RIVERCHASE EAST, FIRST SECTION
PDR 10 9 30 0 001 010 000
MB 6, PG 129

Exhibit A
New South Tract

ADJACENT COMMERCIAL
BUILDING

LOT 2B
37,089 SQ FT
(0.85 ACRES) +/-

LOT 2
2ND AMENDMENT, RIVERCHASE EAST, FIRST SECTION
PDR 10 9 30 0 001 010 000
MB 6, PG 129
73,911 SQUARE FEET (1.7 ACRES)

LOT 1
2ND AMENDMENT
RIVERCHASE EAST, FIRST SECTION
PDR 10 9 30 0 001 010 000
MB 6, PG 129

NOTES:

1. Plw
2. AB
3. Plw
4. Plw
5. Plw
6. Plw
7. Plw
8. Plw
9. Plw
10. Plw
11. Plw
12. Plw
13. Plw
14. Plw
15. Plw
16. Plw
17. Plw
18. Plw
19. Plw
20. Plw
21. Plw
22. Plw
23. Plw
24. Plw
25. Plw
26. Plw
27. Plw
28. Plw
29. Plw
30. Plw
31. Plw
32. Plw
33. Plw
34. Plw
35. Plw
36. Plw
37. Plw
38. Plw
39. Plw
40. Plw
41. Plw
42. Plw
43. Plw
44. Plw
45. Plw
46. Plw
47. Plw
48. Plw
49. Plw
50. Plw
51. Plw
52. Plw
53. Plw
54. Plw
55. Plw
56. Plw
57. Plw
58. Plw
59. Plw
60. Plw
61. Plw
62. Plw
63. Plw
64. Plw
65. Plw
66. Plw
67. Plw
68. Plw
69. Plw
70. Plw
71. Plw
72. Plw
73. Plw
74. Plw
75. Plw
76. Plw
77. Plw
78. Plw
79. Plw
80. Plw
81. Plw
82. Plw
83. Plw
84. Plw
85. Plw
86. Plw
87. Plw
88. Plw
89. Plw
90. Plw
91. Plw
92. Plw
93. Plw
94. Plw
95. Plw
96. Plw
97. Plw
98. Plw
99. Plw
100. Plw

LEG:

- AB 0
- 2nd
- CO, 1
- 3rd
- 4th

LOT 2A
36,822 SQ FT
(0.85 ACRES) +/-

VALLEYDALE ROAD (80' PUBLIC ROW)

20160719000252360 07/19/2016 01:38:17 PM ESMTAROW
8/14

Exhibit B

Camellia Tract

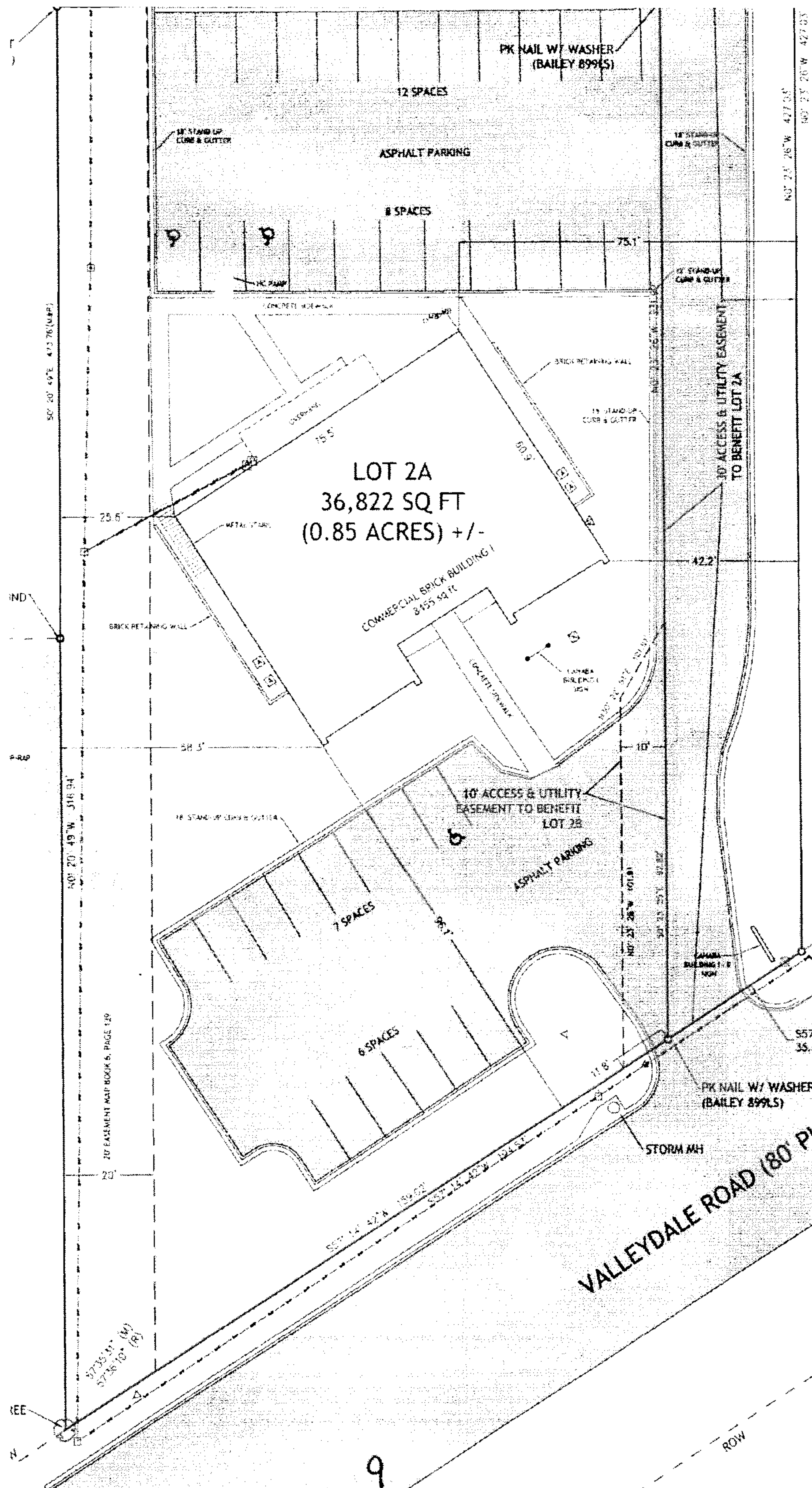


Exhibit B
Camellie Tract

Exhibit C

Easement as shown in Exhibit C-1

An easement being part of Lot 2B according to the Resurvey of Lot 2 Riverchase East First Sector as recorded in Map Book 46, Page 23 in the office of the Judge of Probate, Shelby County, Alabama and more particularly described as follows:

BEGIN at the SE corner of Lot 2A of said Resurvey and a PK nail (Bailey CA 899LS); thence N 0° 23' 26" W along the east line of said Lot 2A and the west line of Lot 2B for a distance of 231.92' to a PK nail (Bailey CA 899LS); thence N 89° 22' 00" E for a distance of 19.18' to the edge of pavement; thence along the edge of pavement the following calls: S 0° 13' 26" E for a distance of 139.91' to the point of curvature of a curve to the right having a radius of 86.08' and a central angle of 13° 17' 36"; thence along the arc of said curve for a distance of 19.97' to the point of curvature of a curve to the left having a radius of 45.37' and a central angle of 30° 29' 56"; thence along the arc of said curve for a distance of 24.15'; thence S 7° 16' 55" E for a distance of 37.54'; thence S 27° 33' 45" E for a distance of 1.37' to the right-of-way of Valleydale Road; thence leaving said edge of pavement and along said right-of-way S 57° 14' 42" W for a distance of 19.52' to the POINT OF BEGINNING. Said easement containing 3900 sq ft (0.09 acres) +/-.

Easement as shown in Exhibit C-2

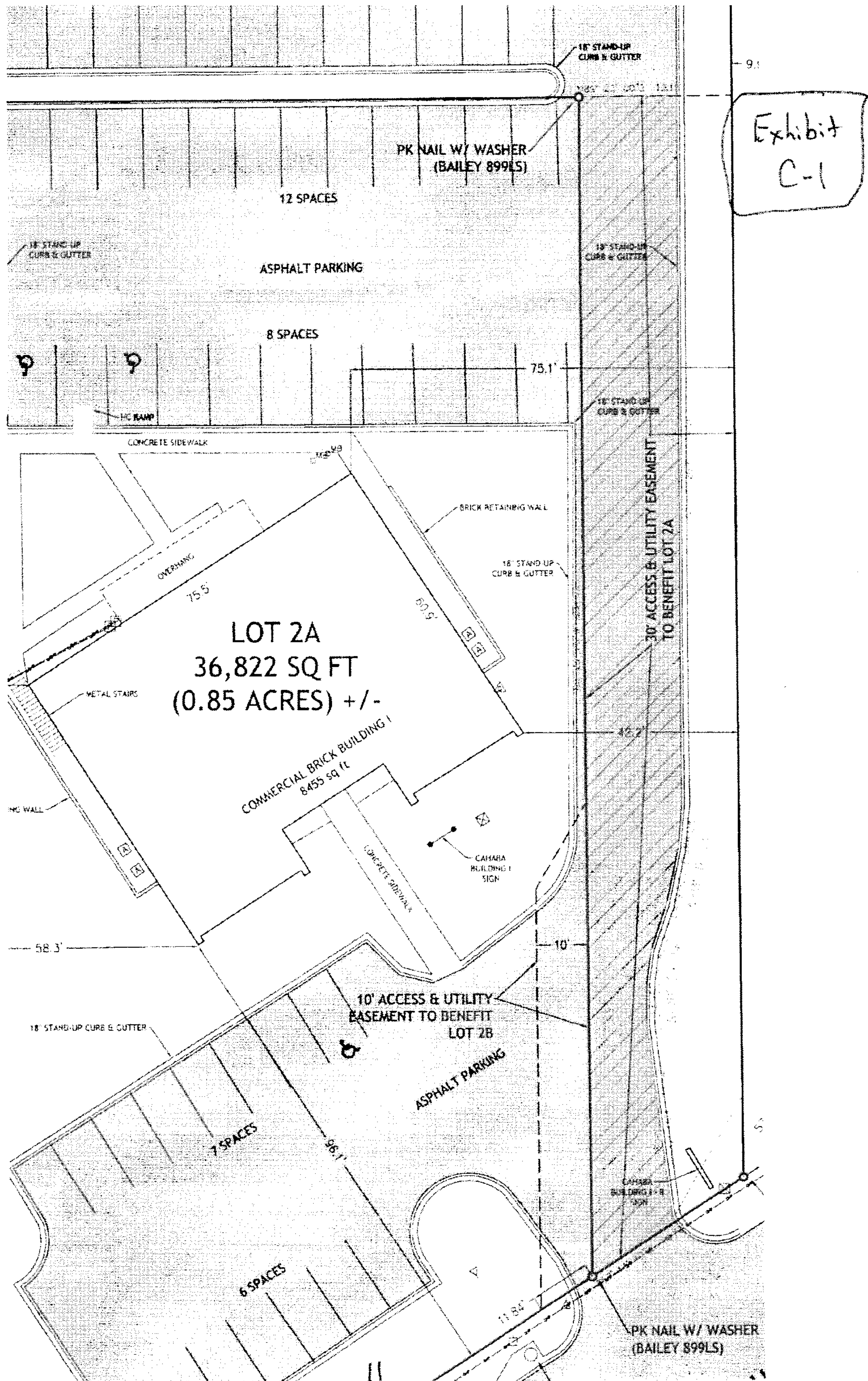
An easement being part of Lot 2A according to the Resurvey of Lot 2 Riverchase East First Sector as recorded in Map Book 46, Page 23 in the office of the Judge of Probate, Shelby County, Alabama and more particularly described as follows:

COMMENCE at the SE corner of said Lot 2B and a 5/8" capped rebar (LDW 10373); thence S 57° 14' 42" W along the south line of said Lot 2B and the northerly right-of-way of Valleydale Road for a distance of 35.52' to a PK nail (Bailey CA 899LS) and the POINT OF BEGINNING; thence continue along said south line and said northerly right-of-way S 57° 14' 42" W for a distance of 11.84'; thence leaving said south line and said northerly right-of-way N 0° 23' 26" W for a distance of 82.36'; thence N 30° 22' 51" E for a distance of 19.55'; thence S 0° 23' 26" E for a distance of 92.82' to the POINT OF BEGINNING. Said easement containing 876 sq ft (0.02 acres) +/-.

20160719000252360 07/19/2016 01:38:17 PM ESMTAROW
11/14

Exhibit C-1

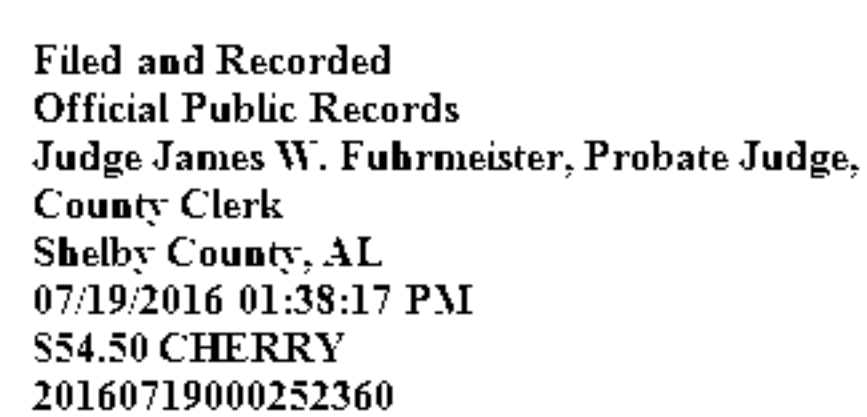
Depiction of Shared Access Easement Area



20160719000252360 07/19/2016 01:38:17 PM ESMTAROW
13/14

Exhibit C-2

Depiction of Shared Access Easement Area



John F. Kennedy

