

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



20170508000160140 1/17 \$63.00
Shelby Cnty Judge of Probate: AL
05/08/2017 03:56:47 PM FILED/CERT

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (this “**Agreement**”) is executed as of the 1st day of May, 2017 (the “**Effective Date**”) by and among **DANTRACT, INC.**, an Alabama corporation (“**Dantract**”), and **The CWD, L.L.C.**, an Alabama limited liability company (“**CWD**”; and together with Dantract, collectively, “**Crossroads Developer**”), and **EBSCO Industries, Inc.**, a Delaware corporation (“**EBSCO**”).

WITNESETH:

WHEREAS, Dantract and CWD, collectively, are the owner of the real property described on **Exhibit A** attached hereto and made a part hereof (collectively, the “**Crossroads NE Lots**”); and

WHEREAS, Dantract previously conveyed to EBSCO certain property described on **Exhibit B** attached hereto and made a part hereof (the “**EBSCO Property**”) pursuant to that certain General Warranty Deed dated March 11, 1998 and recorded with the Judge of Probate of Shelby County, Alabama as Instrument No. 1998-08741(the “**Deed**”); and

WHEREAS, pursuant to the Deed, EBSCO agreed to allow Dantract and its successors and assigns, for the benefit and use by the Crossroads NE Lots, the right to one (1) driveway off of the easterly side of the EBSCO Property, no greater than 30 feet in width, limited to a right turn in and a right turn out, the center line of which must be no less than 200 feet and no greater than 275 feet from the then present northern boundary of U.S. Highway 280, in order to provide access from the Crossroads NE Lots to the EBSCO Property; and

WHEREAS, Crossroads Developer has previously constructed Adena Lane, a thirty (30) foot roadway (“**Adena Lane**”), within the Crossroads NE Lots; and

WHEREAS, EBSCO has previously constructed a two-lane private roadway within a portion of the EBSCO Property which is commonly known as “Tattersall Boulevard” (“**Tattersall Boulevard**”); and

WHEREAS; Crossroads Developer desires to construct certain improvements to connect Adena Lane to Tattersall Boulevard, subject to and in accordance with the remaining terms and provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby confessed and acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions: In addition to the defined terms set forth above and elsewhere in this Agreement, the following defined terms shall have the respective meanings set

forth below, which meaning shall be applicable to both the singular and plural forms of such terms:

(a) **“Access Improvements”** means those improvements which will provide for the connection of Adena Lane to Tattersall Boulevard as shown on the Plans.

(b) **“Affiliates”** means any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, Dantract or CWD. As used herein, the term **“control”** (and like terms) means the direct or indirect beneficial ownership of more than fifty percent (50%) of the outstanding voting securities or voting equity or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, whether through ownership of voting securities or by contract or otherwise.

(c) **“Assignment and Assumption”** means that Crossroads Developer has transferred and assigned to Property Owners’ Association and Property Owners’ Association has assumed all of the rights and obligations of Crossroads Developer under this Agreement pursuant to a written assignment and assumption agreement executed by Crossroads Developer and Property Owners’ Association which has been recorded in the Office of the Judge of Probate of Shelby County, Alabama and a recorded copy thereof has been delivered to EBSCO.

(d) **“Combined Crossroads Parties”** means, collectively, Crossroads Developer, jointly and severally, the Crossroads Developer Parties, all Owners, all Owner Parties, the Property Owners’ Association, and all mortgagees of any of the Crossroads NE Lots.

(e) **“Crossroads Developer Parties”** means, collectively, Crossroads Developer, any of their respective Affiliates and any tenants, employees, agents, customers, contractors or invitees of Crossroads Developer or their respective Affiliates.

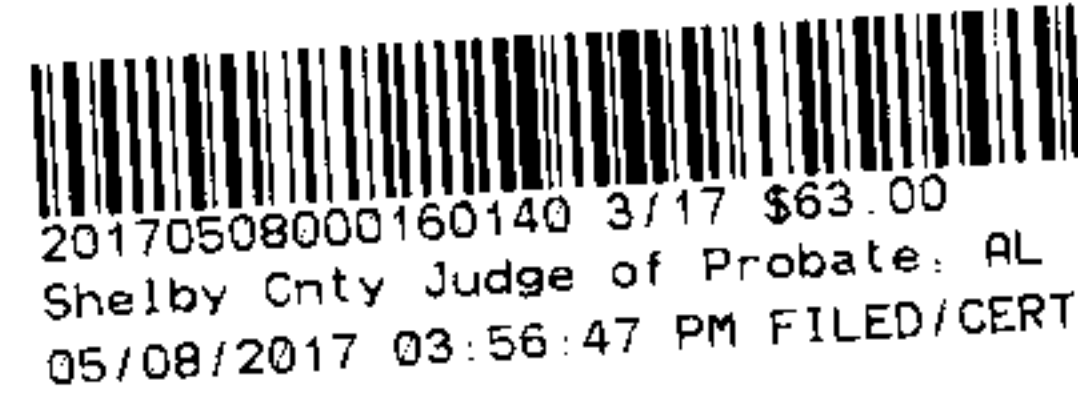
(f) **“Dedication”** means, respectively, the dedication of Tattersall Boulevard and any portion of the EBSCO Property or the Connection Area, as defined in Section 2(a) below, as applicable, as a public roadway to the City of Hoover, Alabama in accordance with the provisions of Section 2(d) below.

(g) **“Expansion”** shall have the meaning given to such term in Section 2(c) below.

(h) **“Governmental Authority”** means any federal, state, county or local governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities.

(i) **“Governmental Requirements”** means all statutes, ordinance, laws, rules, regulations and requirements of all Governmental Authorities.

(j) **“Owner”** means the fee simple title holder to any of the Crossroads NE Lots other than Crossroads Developer or any Affiliates thereof.



(k) “**Owner Parties**” means each Owner and any tenants, employees, agents, customers, contractors or invitees of such Owner.

(l) “**Plans**” means the plans and specifications for the Access Improvements shown on **Exhibit C** attached hereto and made a part hereof.

(m) “**Property Owners’ Association**” means any non-profit corporation of which all Owners are members which may be established pursuant to any restrictive covenants or other agreements which are binding upon all of the Crossroads NE Lots.

(n) “**Substantial Completion**” means that the Access Improvements have been completed in substantial accordance with the Plans.

SECTION 2. Access; Construction of Access Improvements; Dedication:

(a) Subject to and upon the remaining terms and conditions of this Section 2, EBSCO grants to (i) Crossroads Developer the right to construct and install the Access Improvements in accordance with the Plans within that portion of the EBSCO Property which will provide for the connection of Adena Lane to Tattersall Boulevard in the location shown on the Plans and (ii) the Combined Crossroads Parties an easement for vehicular access over, across and through (1) Tattersall Boulevard and (2) that portion of the EBSCO Property between Adena Lane and Tattersall Boulevard in the location shown on the Plans (the “**Connection Area**”).

(b) Crossroads Developer shall construct the Access Improvements in accordance with the Plans. EBSCO hereby approves the Plans and the location of the Access Improvements as shown on the Plans. The construction of the Access Improvements by Crossroads Developer shall be undertaken in accordance with the following terms, conditions and requirements:

(i) The Access Improvements shall be constructed in such a manner so as to limit and restrict access to and from Tattersall Boulevard to only (1) a right-in turn from Tattersall Boulevard onto Adena Lane and (2) a right-out turn from Adena Lane onto Tattersall Boulevard;

(ii) Crossroads Developer shall construct and maintain signage on Adena Lane which specifies that (1) no left turns shall be allowed from Tattersall Boulevard onto Adena Lane and (2) no left turns shall be allowed from Adena Lane onto Tattersall Boulevard;

(iii) Crossroads Developer shall be responsible, at its sole cost and expense, for (1) obtaining all necessary approvals, licenses and permits required to be obtained from all applicable Governmental Authorities having jurisdiction over the construction of the Access Improvements or the connection of Adena Lane to Tattersall Boulevard and (2) satisfying and complying with all applicable Governmental Requirements with respect to the construction, operation, maintenance, repair, replacement and use of the Access Improvements. EBSCO hereby consents to Crossroads Developer applying for and obtaining the applicable licenses, permits and approvals from the Governmental Authorities for the construction of the Access Improvements in accordance with the Plans;

(iv) The Access Improvements shall be constructed by Crossroads Developer in a good and workmanlike manner in accordance with all applicable Governmental Requirements and shall be completed no later than ninety (90) days following commencement of construction of such Access Improvements, subject to reasonable extension due to force majeure. Construction of the Access Improvements shall commence at Adena Lane and shall continue across the EBSCO Property to Tattersall Boulevard in the location shown on Exhibit C hereto;

(v) Construction of the Access Improvements shall be prosecuted in such a manner so as to cause as little interference as reasonably possible with pedestrian and vehicular access, ingress and egress to, or the use of Tattersall Boulevard by EBSCO and its successors and assigns and Crossroads Developer shall implement and enforce prudent safety and traffic control measures during the construction of the Access Improvements so as to minimize any risk of personal injury or property damage resulting from such construction activities;

(vi) All vehicular traffic utilizing Tattersall Boulevard Road shall be subject to all applicable provisions of the laws of the State of Alabama, the City of Hoover, Alabama and any other Governmental Authorities having jurisdiction concerning the operation of motor vehicles on public or private roads. Prior to the Dedication, EBSCO, its successors and assigns, shall have the right to establish and adopt reasonable rules and regulations relating to the use of Tattersall Boulevard, which may include establishing safety measures, speed limits, and signage requirements which shall be binding upon, and complied with in all respects by, all of the Combined Crossroads Parties;

(vii) EBSCO shall have the right, in its sole and absolute discretion, without any further approvals or consents from any of the Combined Crossroads Parties, to undertake and cause the dedication of Tattersall Boulevard and any portion of the EBSCO Property to occur in accordance with the provisions of Section 2(d) below, in which event, except for the indemnification obligations set forth in Section 6 below which are applicable to any acts or omissions of any of the Combined Crossroads Parties occurring prior to the Dedication, all of the terms and provisions of this Agreement shall automatically terminate, be deemed null and void and of no further force or effect; provided however, if the Dedication occurs prior to the Expansion and is limited to the existing two-lane portion of Tattersall Boulevard, then this Agreement will remain in full force and effect with respect to the Connection Area until the Connection Area is becomes subject to a Dedication; and

(viii) The easement rights granted pursuant to the terms and provisions of Section 2(a) above shall not be deemed to be and shall not constitute, a dedication of any portion of the EBSCO Property or Tattersall Boulevard as a public right-of-way or otherwise create any rights of any kind in the general public in and to the same.

(c) EBSCO shall have the right, in its sole and absolute discretion, to elect to expand Tattersall Boulevard from two lanes to four lanes and construct a median within Tattersall Boulevard and any other improvements to or on the EBSCO Property (the “**Expansion**”). Crossroads Developer, at the sole cost and expense of Crossroads Developer, shall remove the Access Improvements within sixty (60) days after receipt of written notice from EBSCO of EBSCO’s intention to commence construction of the Expansion. In the event Crossroads Developer fails to timely remove all Access Improvements within sixty (60) days after receipt of such written notice from EBSCO, then EBSCO shall have the right, in its sole discretion, to elect to remove all Access Improvements and any and all costs and expenses paid or incurred by EBSCO in removing any of the Access Improvements shall be paid by Crossroads Developer, jointly and severally, to EBSCO on demand. During the Expansion, Crossroads Developer and EBSCO shall cooperate in good faith to attempt to maintain temporary access from the Crossroads NE Lots to Tattersall Boulevard, and EBSCO shall take commercially reasonable steps so as to cause as little interference with vehicular access, ingress and egress to, or the use of Tattersall Boulevard by any of the Crossroads Developer Parties. Upon completion of the Expansion, Crossroads Developer shall have the right to reconnect Adena Lane to Tattersall Boulevard, at the sole cost and expense of Crossroads Developer, in accordance with plans and specifications to be approved by EBSCO, which approval shall not be unreasonably withheld, conditioned or delayed, and subject to all of the terms and conditions set forth in Sections 2(a)(i) through 2(a)(vii) above.

(d) Notwithstanding anything provided to the contrary in this Agreement, EBSCO (i) does hereby establish and reserve the right, in its sole and absolute discretion, at any time and from time to time, to cause the Dedication of any portion of Tattersall Boulevard and any portion of the EBSCO Property (including the Connection Area) to occur without requirement that the approval or consent of any of the Combined Crossroads Parties be obtained and (ii) shall be and hereby is authorized and entitled to execute any and all agreements, documents, instruments and subdivision plats necessary or required in connection with the Dedication of any portion of Tattersall Boulevard and any portion of the EBSCO Property. Crossroads Developer, for themselves and all of the other Combined Crossroads Parties, does hereby irrevocably appoint EBSCO as its and their respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any and all instruments, certificates, documents, agreements and subdivision plats relating to the Dedication of any portion of Tattersall Boulevard and any portion of the EBSCO Property (including the Connection Area) for and in the name of any of the Combined Crossroads Parties, in their name, place and stead. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the dissolution of Crossroads Developer and all of the other Combined Crossroads Parties and shall be binding upon anyone having any interest in any of the Crossroads NE Lots.

SECTION 3. Damages to Tattersall Boulevard:

(a) From and after the date hereof and continuing until the earlier of either (i) the occurrence of **both** Substantial Completion and Assignment and Assumption or (ii) the Dedication of Tattersall Boulevard, Crossroads Developer, jointly and severally, shall promptly repair and replace any improvements (including asphalt pavement and curb and gutter, if any)

and landscaping within the EBSCO Property or any portion of Tattersall Boulevard damaged or destroyed by any of the Crossroads Developer Parties.

(b) Following the occurrence of **both** Substantial Completion and Assignment and Assumption and continuing until such time as the Dedication of both Tattersall Boulevard and the Connection Area has occurred, the Property Owners' Association shall promptly repair and replace any improvements (including asphalt pavement and curb and gutter, if any) and landscaping within the EBSCO Property or any portion of Tattersall Boulevard damaged or destroyed by any Owner or the Owner Parties of any Owner. Nothing contained herein shall limit or restrict the ability of the Property Owners' Association to seek, collect and obtain reimbursement from any Owner for any costs and expenses paid or incurred by the Property Owners' Association as a result of any damage to any improvements and landscaping within the EBSCO Property or any portion of Tattersall Boulevard caused by or resulting from any acts or omissions of any Owner or the Owner Parties of any Owner.

SECTION 4. Restrictions on Types of Vehicles Using Tattersall Boulevard: Notwithstanding anything provided herein to the contrary, no tractors, tractor trailers, cement/concrete trucks or any delivery or construction vehicles or equipment involved in the construction of any buildings or other improvements on any of the Crossroads NE Lots shall access, use or be allowed on Tattersall Boulevard.

SECTION 5. Maintenance of Access Improvements: From and after the date hereof and continuing until the occurrence of **both** Substantial Completion and Assignment and Assumption, Crossroads Developer, jointly and severally, shall maintain the Access Improvements in good condition and repair at all times and in accordance with all applicable Governmental Requirements. Following the occurrence of **both** Substantial Completion and Assignment and Assumption and continuing until such time as the Dedication of both Tattersall Boulevard and the Connection Area have occurred, the Property Owners' Association shall maintain the Access Improvements in good condition and repair at all times and in accordance with all applicable Governmental Requirements.

SECTION 6. Insurance and Indemnity:

(a) From and after the date hereof and continuing until the earlier of either the occurrence of **both** Substantial Completion and Assignment and Assumption or the Dedication of Tattersall Boulevard, Crossroads Developer, jointly and severally, covenants and agrees as follows:

(i) To maintain commercial general liability insurance (including contractual liability insurance coverage regarding the indemnification obligations of the Crossroads Developer set forth in this Agreement) under an occurrence policy form for bodily injury (including death) and property damage with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00) for each occurrence and with not less than Five Million and No/100 Dollars (\$5,000,000.00) coverage in the aggregate, which commercial general liability insurance policy shall name EBSCO as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to

satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-, Class V or higher and shall be issued on the then current ISO form. Certificates of insurance evidencing the foregoing coverages (and certificates evidencing the annual renewal of such policies) shall be delivered to EBSCO prior to commencement of construction of any Access Improvements and thereafter on an annual basis; and

(ii) Indemnify, agree to defend and hold EBSCO and its successors and assigns harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by EBSCO or any of its successors and assigns as the result of (1) any injury or damage to person (including death) or property occurring in connection with the construction, maintenance, upkeep, repair or replacement of the Access Improvements or the exercise by any of the Crossroads Developer Parties of the easement rights granted herein by EBSCO, (2) any violation of any Governmental Requirements, including fines and penalties resulting thereof, as a result of any acts or omissions of any of the Crossroads Developer Parties in connection with the construction, maintenance, upkeep, repair or replacement of the Access Improvements or the connection of Adena Lane to Tattersall Boulevard and (3) any liens filed against the EBSCO Property in connection with the construction, maintenance, upkeep, repair or replacement of the Access Improvements, except in each instance to the extent caused by the negligence or willful acts of EBSCO or any of its successors and assigns.

(b) Following the occurrence of both Substantial Completion and Assignment and Assumption and continuing until such time as the Dedication of both Tattersall Boulevard and the Connection Area have occurred, the Property Owners' Association covenants and agrees as follows:

(i) To maintain commercial general liability insurance (including contractual liability insurance coverage regarding the indemnification obligations of the Property Owners' Association set forth in this Agreement) under an occurrence policy form for bodily injury (including death) and property damage with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00) for each occurrence and with not less than Five Million and No/100 Dollars (\$5,000,000.00) coverage in the aggregate, which commercial general liability insurance policy shall name EBSCO as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-, Class V or higher and shall be issued on the then current ISO form. Certificates of insurance evidencing the foregoing coverages (and certificates evidencing the annual renewal of such policies) shall be delivered to EBSCO immediately upon the occurrence of both Substantial Completion and Assignment and Assumption and thereafter on an annual basis; and

(ii) Indemnify, agree to defend and hold EBSCO and its successors and assigns harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by EBSCO or any of its successors and assigns as the result of (1) any injury or damage to person (including death) or property occurring in connection with the maintenance, upkeep, repair or replacement of the Access Improvements or the exercise by any Owners or Owner Parties of the easement rights granted herein by EBSCO, (2) any violation of any Governmental Requirements, including fines and penalties resulting thereof, as a result of any acts or omissions of any Owner or any of the Owner Parties in connection with the maintenance, upkeep, repair or replacement of the Access Improvements or the connection of Adena Lane to Tattersall Boulevard and (3) any liens filed against the EBSCO Property in connection with the maintenance, upkeep, repair or replacement of the Access Improvements, except in each instance to the extent caused by the negligence or willful acts of EBSCO or any of its successors and assigns.

SECTION 7. Entire Agreement: This Agreement constitutes the entire agreement between Crossroads Developer and EBSCO regarding the subject matter hereof and supersedes and replaces (a) anything to the contrary set forth in the Deed regarding access rights of Crossroads to the EBSCO Property and Tattersall Boulevard and (b) any other prior discussions, negotiations, and agreements between Crossroads Developer and EBSCO, whether oral or written. Neither Dantract, EBSCO, nor their agents, shall be bound by any understanding, agreement, promise or representation concerning Crossroads Developer's access rights with respect to the EBSCO Property or Tattersall Boulevard, express or implied, not specified herein.

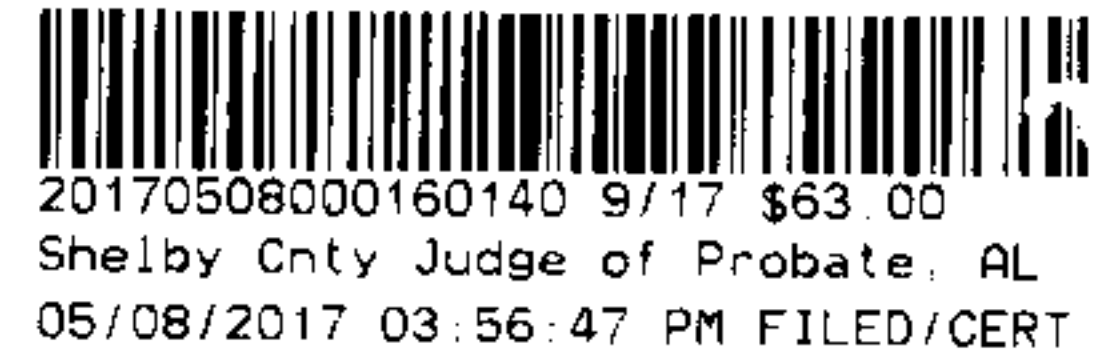
SECTION 8. Notices: All notices, requests, demands, and other communications (collectively, "**Notices**") hereunder shall be in writing and delivered to the parties hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, (c) certified or registered U.S. mail, postage prepaid, return receipt requested, or (d) facsimile or other electronic means with confirmation of delivery and follow up delivery by a method set forth in subsections (a) – (c) at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section:

(i) To Crossroads Developer:	Dantract, Inc. 510 Office Park Drive, Suite 210 Mountain Brook, AL 35223 Attention: Charles W. Daniel Fax: 205-874-3526 E-mail: tamye@dantract.com
copy to:	Thomas M. McElroy, II, Esq. Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North, Suite 2400 Birmingham, Alabama 35203 Fax: (205) 254-1999

E-mail: mmcelroy@maynardcooper.com

(ii) To EBSCO: EBSCO Industries, Inc.
1 Mt Laurel Avenue, Suite 200
Birmingham, Alabama 35242
Attention: EBSCO Realty
Fax: (205) 408-8906
Email: bknapp@ebSCO.com

copy to: Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Fax: (205) 488-6429
Email: smonk@babc.com



Each such notice or other communication shall be deemed given upon receipt or refusal to accept receipt. Notices by way of facsimile or other electronic means are deemed received upon confirmed delivery. Each of the parties hereto may change the address set forth above by providing written notice to the other parties hereto.

SECTION 9. Miscellaneous:

(a) This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(c) No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each of the parties hereto.

(d) In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

(e) The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

(f) Each of the parties acknowledges that it has a right to be represented at all times in connection with this Agreement by an attorney of its own choosing, at its own expense.


(g) Time shall be of essence in the performance of the terms and conditions of this Agreement. In the event any time period specified in this Agreement expires on a Saturday,

Sunday or a federal or bank holiday, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or federal or bank holiday. For purposes of this Agreement, business days shall be Monday through Friday, excluding any recognizable federal or bank holidays.

(h) As used in this Agreement, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders, unless the context would clearly not admit such construction.

(i) This Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of EBSCO and Crossroads Developer and their respective successors and assigns.

(j) In the event of any violation or threatened violation of any of the terms and provisions of this Agreement by either EBSCO or any of the Combined Crossroads Parties or any of their respective successors and assigns, then the non-defaulting party shall have the right, in its sole and absolute discretion, to enforce such violations or threatened violations in a court of competent jurisdiction by an action for specific performance or injunction and the prevailing party in such action shall be entitled to the recovery of its reasonable attorneys' fees and expenses paid or incurred in connection therewith.


20170508000160140 10/17 \$63.00
Shelby Cnty Judge of Probate, AL
05/08/2017 03:56:47 PM FILED/CERT

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date by its duly authorized representative.

CROSSROADS DEVELOPER:

DANTRACT, INC.,
an Alabama corporation

By: 

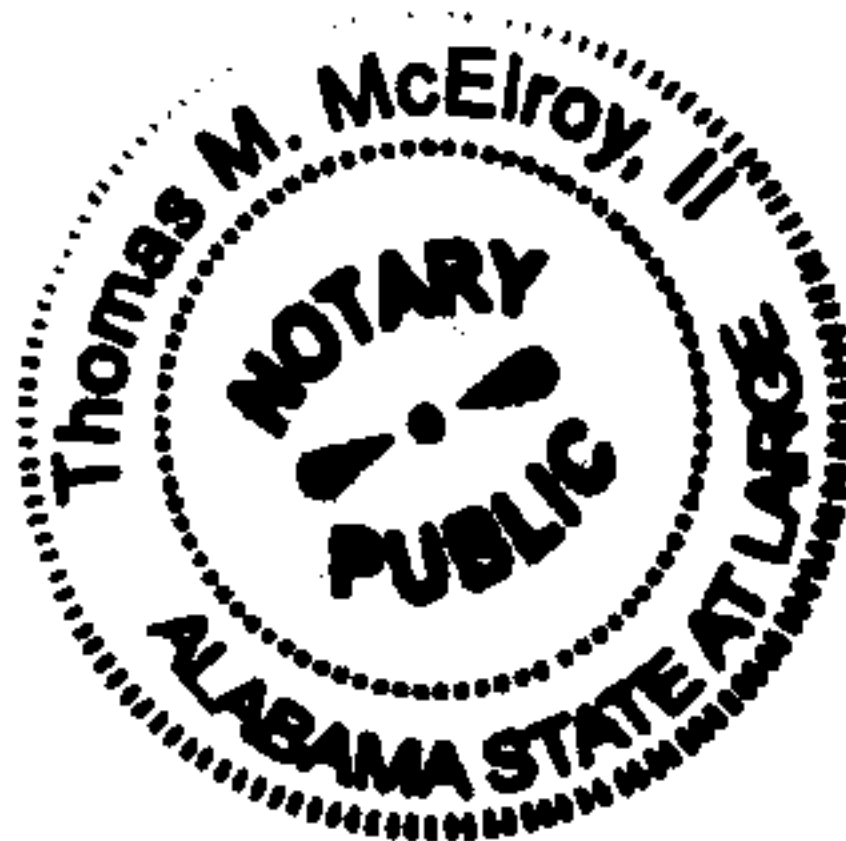
Name: Charles W. Daniel

Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that Charles W. Daniel, whose name as President of Dantract, 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, he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and seal of office this 1 day of May, 2017.




Notary Public

My commission expires: 11/15/18



20170508000160140 11/17 \$63.00
Shelby Cnty Judge of Probate, AL
05/08/2017 03:56:47 PM FILED/CERT

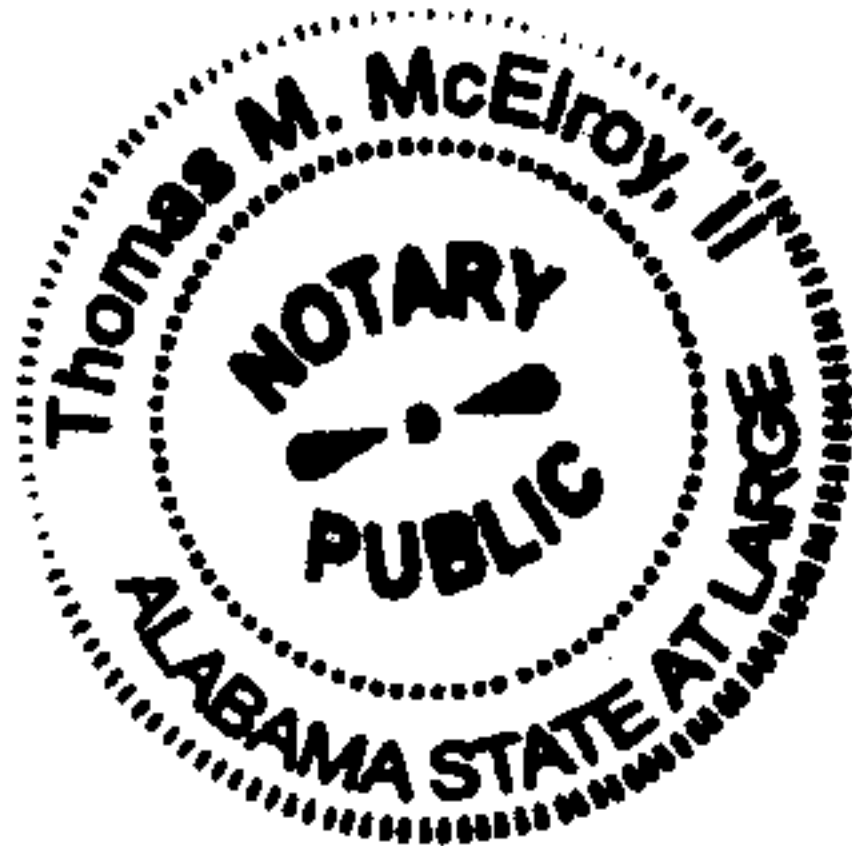
THE CWD, L.L.C.,
an Alabama limited liability company

By: *Charles W. Daniel*
Name: Charles W. Daniel
Its: Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, hereby certify that Charles W. Daniel, whose name as Managing Member of The CWD, L.L.C., an Alabama limited liability company, 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, he, as such officer, executed the same voluntarily and with full authority for and as the act of said limited liability company.

Given under my hand and seal of office this 1 day of May, 2017.



Thomas M. McElroy, II
Notary Public
My commission expires: 11/15/18



20170508000160140 12/17 \$63.00
Shelby Cnty Judge of Probate, AL
05/08/2017 03:56:47 PM FILED/CERT

EBSCO:

EBSCO INDUSTRIES, INC.

By: Brooks Knapp
Name: Brooks Knapp
Title: Vice President

STATE OF ALABAMA)

~~JEFFERSON~~ COUNTY)

Shelby

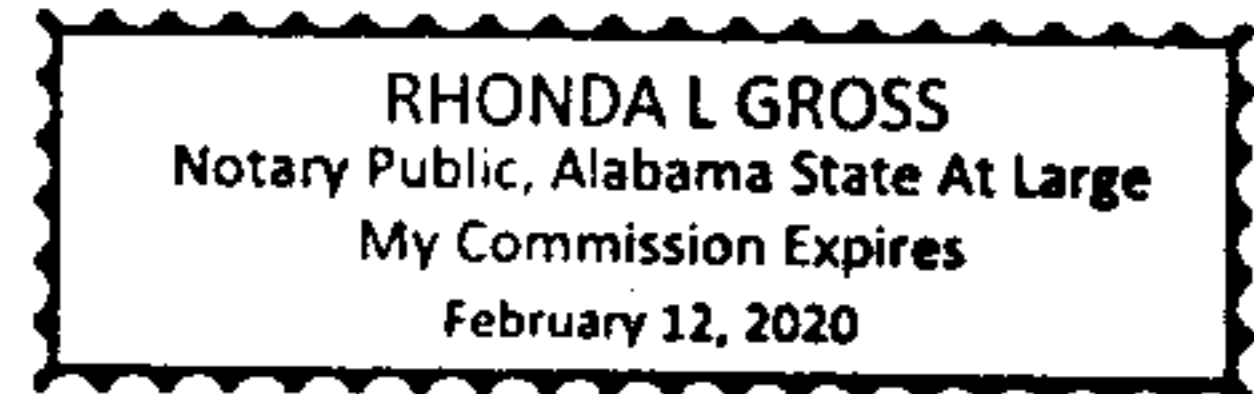
I, the undersigned, hereby certify that Brooks Knapp whose name as Vice President of EBSCO Industries, Inc., a Delaware corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and seal of office this 19th day of April, 2017.

Rhonda L Gross
Notary Public
My commission expires: 2-12-20

This Instrument Prepared By:

Lindsay Whitworth
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue N
Suite 2400
Birmingham, AL 35203





20170508000160140 13/17 \$63.00
Shelby Cnty Judge of Probate, AL
05/08/2017 03:56:47 PM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION OF CROSSROADS NE LOTS

Lots 1 – 6 according to Final Record Plat of The Crossroads Northeast, recorded as Instrument No. 20050517000236510, being a resurvey of an acreage parcel and Lot 1C School House Properties Subdivision Resurvey No. 1 as recorded in Map Book 24 at Page 39, in the Office of the Judge of Probate of Shelby County, Alabama.

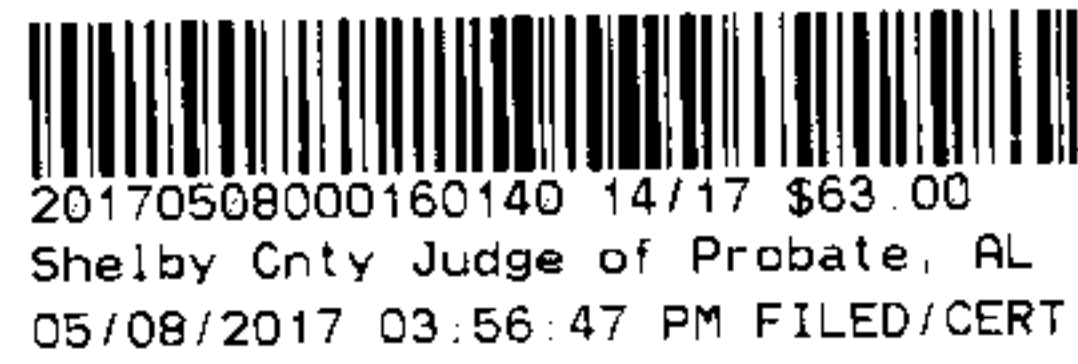


EXHIBIT B

LEGAL DESCRIPTION OF RIGHT OF WAY

A parcel of land situated in the southeast quarter of the southwest quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northwest corner of the southeast quarter of the southwest quarter of Section 32, Township 18 South, Range 1 West, and run in an easterly direction along the north line of said 1/4-1/4 section a distance of 330.67 feet to the point of beginning; thence continue in an easterly direction along the last described course a distance of 210.00 feet to a point, said point being on a curve to the left having a radius of 30.00 feet and a central angle of $90^{\circ}00'$; thence $180^{\circ}00'$ to the right (angle measured to tangent) in a westerly, southwesterly, and southerly direction along the arc of said curve a distance of 47.12 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a southerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the right having a radius of 575.00 feet and a central angle of $34^{\circ}59'27''$; thence in a southerly and southwesterly direction along the arc of said curve a distance of 351.16 feet to P.T. (point of tangent) of said curve; thence in the tangent to said curve in a southwesterly direction a distance of 12.86 feet to a point on the northeasterly right-of-way line of U.S.

Highway 280, said point being on a curve to the left having a radius of 2,944.79 feet and a central angle of $2^{\circ}55'08''$; thence $91^{\circ}27'36''$ to the right (angle measured to tangent) in a northwesterly direction along the northeasterly right-of-way line of said highway and along the arc of said curve a distance of 150.02 feet to a point; thence $91^{\circ}27'32''$ to the right (angle measured to tangent) in a northeasterly direction a distance of 12.86 feet to the P.C. (point of curve) of a curve to the left having a radius of 425.00 feet and a central angle of $34^{\circ}59'27''$ in a northeasterly and northerly direction along the arc of said curve a distance of 259.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a northerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the left having a radius of 30.00 feet and a central angle of $90^{\circ}00'$; thence in a northerly, northwesterly, and westerly direction along the arc of said curve a distance of 47.12 feet to the point of beginning.



EXHIBIT C

PLANS FOR THE ACCESS IMPROVEMENTS



20170508000160140 16/17 \$63.00
Shelby Cnty Judge of Probate, AL
05/08/2017 03:56:47 PM FILED/CERT

