

Value is \$500.00

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### Operation and Easement Agreement

This Operation and Easement Agreement is made and entered into as of May 25, 2017 by and among the Owners of that certain commercial subdivision situated in the City of Helena, Alabama and being known as Old Town Office Park.

Whereas, said commercial subdivision known as Old Town Office Park (Old Town) is comprised of Lots 5, 6, and 7, according to the final plat of Old Town Office Park, as recorded in Map Book 24, Page 58 in the office of the Judge of Probate, Shelby County, Alabama and lots 8 and 9, according to the final plat of Old Town Office Park, Sector Two as recorded in Map Book 31, Page 29 in the aforesaid Probate Office.

Whereas Old Town is further comprised of common areas which includes porches, decks, steps, a parking lot, elevator, landscape areas and a dumpster area. (The Common Areas)

Whereas Harrison Properties, LLC is the Owner of Lot 5;

Whereas Choat Investment, LLC is the Owner of Lot 6;

Whereas LeePot, LLC is the Owner of Lots 7 and 8,

Whereas Renasant Bank is the Owner of Lot 9.

Whereas, all lots are contiguous and adjacent to each other as shown by the recorded maps and whereas the Owners hereby intend to operate their respective lots in connection with each other as essential parts of a first class commercial development, and whereas in order to accomplish the common use and operation of their respective lots, the Owners desire to enter into certain covenants and agreements and to grant to each other reciprocal easements in, to and over the common areas.

Now therefore, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the Owners understanding, it is agreed as follows:

#### 1. Grant of Easements

Each Owner hereby grants and conveys to each other Owner, their successors and assigns, tenants, occupants, and their respective employees, agents, contractors, customers, invitees and licensees, a non-exclusive perpetual easement for the passage and parking of vehicles over and across the parking lot and for the passage and accommodation of pedestrians by use of the common areas as defined above.

The easements granted herein shall be used and enjoyed by each Owner and its successors, assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of the business of any other Owner or its successors, assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees at any time conducted on its parcel, including but not limited to public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

The easements granted herein shall not be modified, relocated or discontinued without the prior written consent of all Owners.

2. Maintenance and Repair

Each lot Owner shall have the obligation to operate and maintain at its sole cost and expense the building and improvements comprising its respective lot in a neat and attractive manner and in good condition and repair.

Each lot Owner shall be collectively responsible to make reasonable repairs and maintain the common areas in a clean, safe, and attractive condition.

All costs and expenses of maintaining and repairing the common areas shall be incurred by the lot Owners in accordance with each Owner's pro rata share of ownership in Old Town. Such costs also include fees for trash removal and landscaping.

Each Owner shall pay all taxes and city assessments with respect to each Owner's lot / building and interests in the common area as depicted on the recorded maps.

Any construction activities performed on a lot shall be coordinated with the other Owners and its occupants to ensure that adequate access is available.

Any Owner who damages another Owner's building and/or improvements or any portion thereof shall, in a prompt and workmanlike manner, repair and restore such damage as nearly as practicable to the condition that existed prior to such damage.

Each Owner shall maintain at its expense adequate personal injury and property damage insurance.

3. Operation of Old Town Office Park

All matters concerning common area administration, maintenance and repair, fees and promulgation of rules and regulations shall be settled by majority vote of the lot Owners. The lot Owners shall appoint one owner as operator. The operator is to function as the designated representative of Old Town to oversee maintenance of the common areas, collect all fees for maintenance and repair of said common areas and any administration functions. The operator shall bill each Owner for their proportional share of such costs.

A portion of said fees shall be set aside as an allocation for future upgrades to the parking lot and the adjacent property parking lot pursuant to a reciprocal easement agreement by and between the lot owners and LEJ, JR, LLC, the adjacent property owner.

The amount of said future upgrade fees and frequency of collection by the operator shall be determined by the Owners along with the type of accounts in which to hold such fees.

4. Prohibited Use Covenants

The following uses shall NOT be permitted:

- a. Any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building;
- b. A storage warehouse operation and any manufacturing or refining operation
- c. Storage of hazardous materials subdivision of any lot
- d. Subdivision of any lot

- e. Any office activity or activity which is in violation of any law, ordinance, statute or government regulations shall be carried on nor shall anything be done which may be or become an annoyance and nuisance to the other lot owners.
- f. Storage on the parking lot of commercial vehicles, mobile homes, recreational vehicles, wrecked or disabled automobiles or similar objects.
- g. Any activity which unreasonable restrains or hinders the accessibility of the common areas and entrance way for vehicular and pedestrian traffic.

5. Indemnity

Each Owner agrees to indemnify and hold harmless the other Owners from any and all claims, liabilities and expenses arising out of or resulting from accidents, injuries, loss or damage of or to any person or property of any person situated within Old Town as a consequence of the negligent, intentional or willful acts or omissions of such Owner, its tenants, occupants, respective employees, agents, contractors, customers, invitees and licensees.

The foregoing obligation shall not apply to the extent of any claim, liabilities and expenses based on the negligent, intentional or willful acts of another owner, its tenants, occupants, respective employees, agents, contractors, customers, invitees and licensees.

6. Runs with the land; Successors in Interest

The terms of this Operation and Easement Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind every person or entity having any fee, leasehold or other interest and shall inure to the benefit of the respective Owners and their successors, assigns, heirs and personal representatives.

7. Rights and Remedies

Upon any breach of this agreement by any Owner, the non-breaching Owners shall have any and all rights and remedies for such breach at law and in equity, including injunctive relief. Such non breaching Owner(s) shall not be entitled to bring or maintain an action to terminate this agreement.

8. Modification

This Agreement may be changed, modified or amended in whole or in part only by a written instrument executed by all lot Owners.

9. Notice.

Any notice which may be required or permitted to be made under this Agreement shall be in writing and may be served personally by hand delivery or by mail. 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 deposited in the United States Mail, first-class postage, certified

mail, return receipt requested, postage prepaid, and addressed to the other parties to this Agreement or to such other address as any party may provide to the other using a method of notice provided herein.

10. No Joint Venture.

The Owners do not intend to create a partnership or joint venture relationship by the execution of this Agreement.

11. Governing Law; Severability.

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

The Owners acknowledge and agree that this Agreement and the easements, and rights and obligations created herein, are essential to the use and enjoyment of the lots and common areas of Old Town Office Park and that the Owners shall cooperate fully with respect to the use and enjoyment of the easement and rights and obligations granted herein.

This Agreement contains the complete understanding and agreement of the Owners hereto with respect to all matters referred to herein and all prior representations, negotiations, and understanding are superseded hereby.

In witness whereof, the Owners have executed this Agreement as of the effective date.



Harrison Properties, LLC

By: Wallis Harrison

Its: Sole Member

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the State at large, hereby certify that Wallis Harrison whose name as the authorized member of Harrison Properties, 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 of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 22<sup>nd</sup> day of May, 2017.

Melissa E. McCay

Notary Public

My Commission Expires: 04/01/2020

Harrison Properties, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF SHELBY

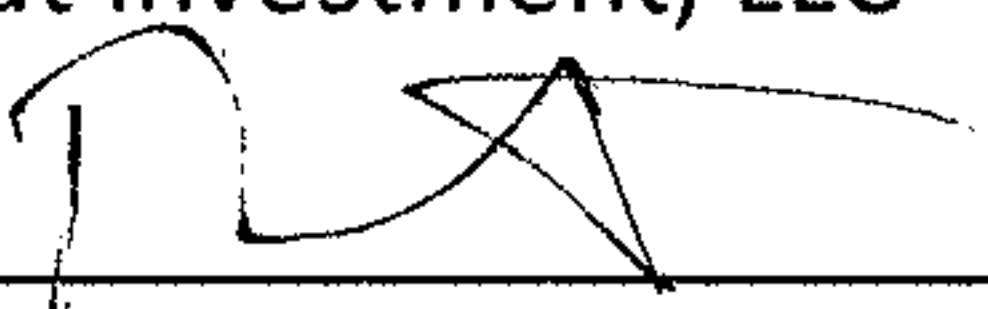
I, the undersigned, a Notary Public in and for the State at large, hereby certify that \_\_\_\_\_, whose name as the authorized member of Harrison Properties, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Choat Investment, LLC

By: 

Its: PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the State at large, hereby certify that Perry Choat, whose name as the authorized member of Choat Investment, L.L.C., 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 of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 25 day of May, 2017.



Robert Stephen Caliento

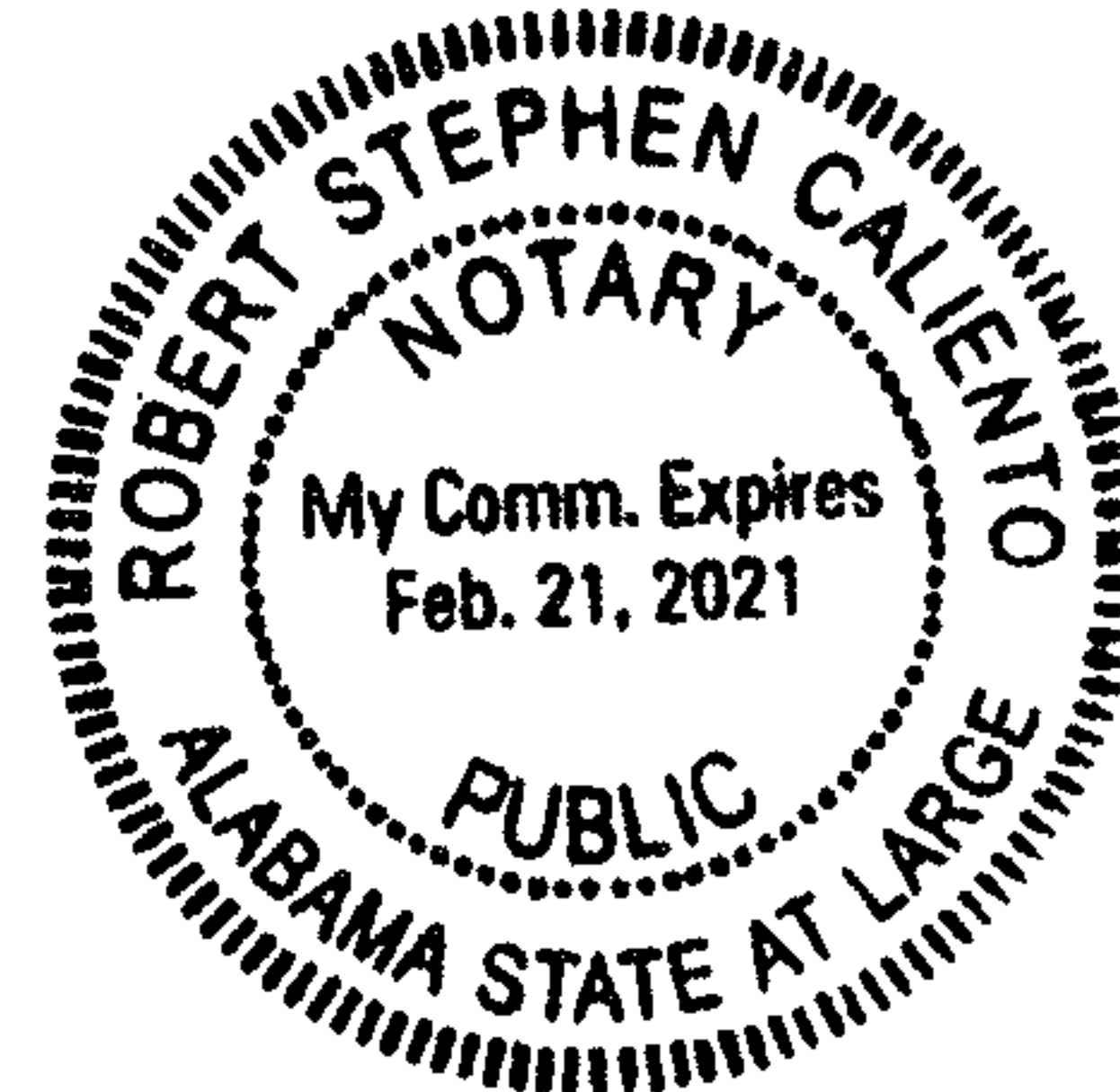
Notary Public

My Commission Expires: 2-21-2021

LeePot, LLC

By: David L. Potts

Its: DAVID L. POTTS



STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the State at large, hereby certify that David L. Potts, whose name as the authorized member of LeePot, 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 of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this 25 day of May, 2017.



Robert Stephen Caliento

Notary Public

My Commission Expires: 2-21-2021

Renasant Bank

By: \_\_\_\_\_

Its: \_\_\_\_\_

THE STATE OF ALABAMA

SHELBY COUNTY

I, \_\_\_\_\_, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ (office) of the \_\_\_\_\_ (company), a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me

\_\_\_\_\_  
Notary Public

My Commission Expires:

LeePot, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the State at large, hereby certify that \_\_\_\_\_, whose name as the authorized member of LeePot, 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 of this instrument, he, as such officer and with full authority executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Renasant Bank

By: Steve Maddy

Its: Senior Vice President

~~THE STATE OF ALABAMA~~

~~WILLIAM~~  
SHELBY COUNTY

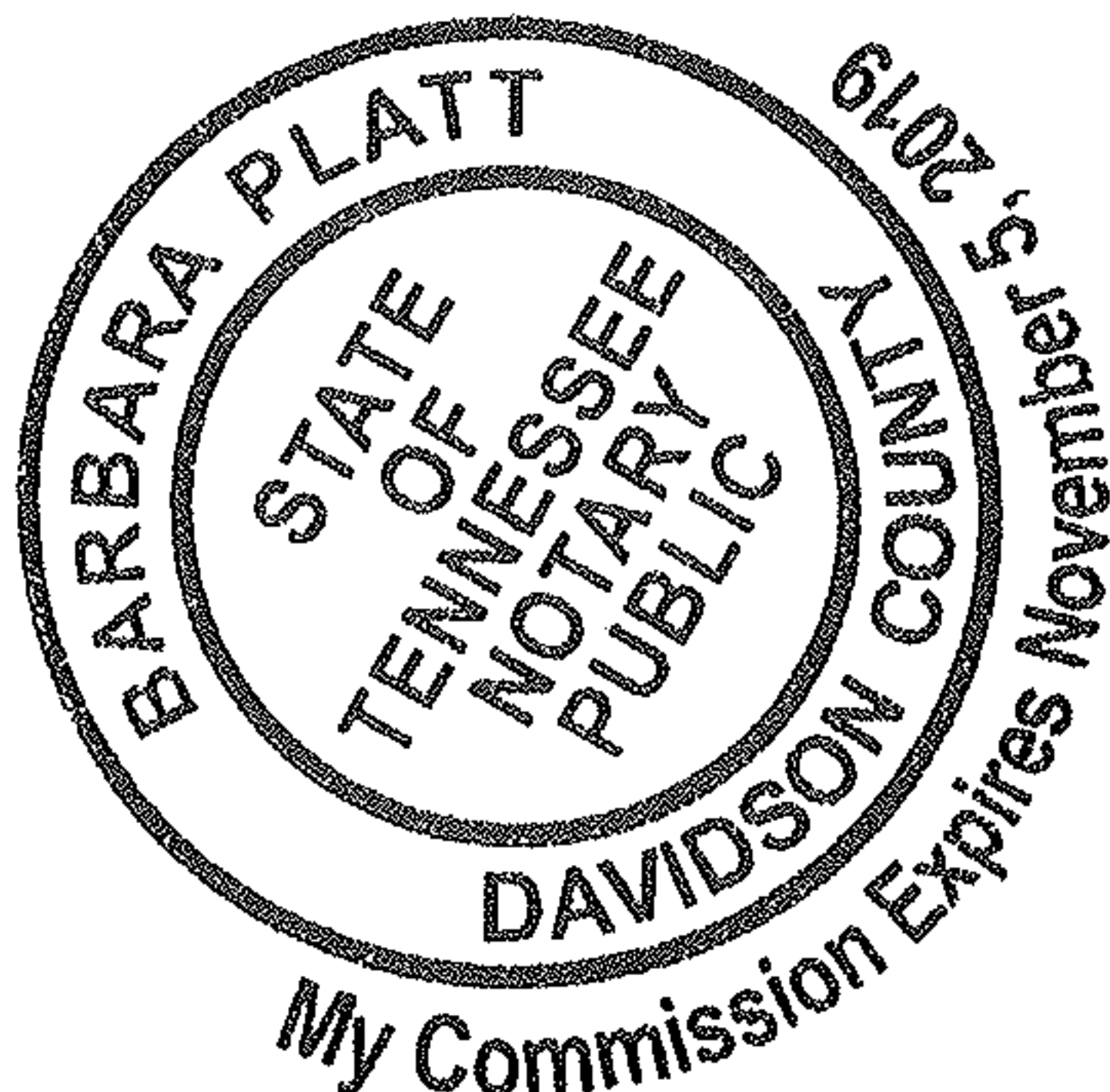
I, Barbara Platt, a Notary Public, in and for said County in said State, hereby certify that Steve Maddy, whose name as SVP (office) of the Renasant Bank company), a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me



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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 this the 16 day of May, 2017.



Notary Public

My Commission Expires: 11-5-19



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/02/2017 12:43:40 PM  
\$42.50 CHARITY  
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