

\$500.00 Consideration

Prepared by: Graybill Lansche & Vinzani  
2721 Devine Street, Columbia, SC 29205



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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA

COUNTY OF SHELBY

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") given this 10<sup>th</sup> day of July, 2017, by Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest) and Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest) (hereinafter collectively referred to as "Glass"), to AL Alabaster Montevallo, LLC, a South Carolina limited liability company (hereinafter referred to as "ALAM"). Glass and ALAM are referred to herein collectively as the "Parties" and each individually as a "Party".

WITNESSETH:

WHEREAS, Glass is the owner of that certain tract of land located in Shelby County, Alabama, said tract of land being more particularly described on *Exhibit A*, attached hereto and incorporated herein by reference (the "Glass Property"); and

WHEREAS, ALAM is the owner of that certain tract of land located in Shelby County, Alabama, said tract of land being more particularly described on *Exhibit B*, attached hereto and incorporated herein by reference (the "ALAM Property"); and

WHEREAS, the Parties desire to grant certain non-exclusive easements as more particularly described herein; and

WHEREAS, the term "Owner" or "Owners" shall mean the respective fee simple owners of the ALAM Property or the Glass Property, or any portion thereof, and any and all successors or assigns of such owners of all or any portion of the ALAM Property or the Glass Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such property; and

WHEREAS, the term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subject to this Agreement, including the ALAM Property or the Glass Property described on *Exhibit A* and/or *Exhibit B* and any separately identified parcel resulting from a subdivision, if any, thereof.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) received from ALAM, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part of this Agreement.

2. Access Easement.

a. Grant of Access Easement. The Parties do hereby declare, grant, bargain, sell and convey to the other Party, and its successors, assigns and tenants, for the benefit of and as an appurtenance to the its respective Parcel, a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for vehicular and pedestrian access, ingress and egress over and across the area described in *Exhibit C* (the "Access Easement"). The Access Easement granted herein is non-exclusive and shall be



used in a manner so as not to unreasonably interfere with the normal operations conducted, in any case, on the Parcels and no barriers shall be erected thereon. The Owner of the Glass Property shall not develop, operate or use the Glass Property in any manner which is inconsistent with the use and enjoyment of the Access Easement by the Owner of the ALAM Property. The Access Easement is for access rights only and does not establish any easement or right for the Owner of the ALAM Property to park on the Glass Property.

b. *Grant of Temporary Construction Easement.* Glass, as the current Owner of the Glass Property, hereby gives, grants and conveys to ALAM and its respective permitted successors and assigns, and the respective representatives, employees, architects, civil engineers, contractors, subcontractors and agents of such parties (collectively, "Contractors"), a temporary, non-exclusive right and easement (the "Construction Easement"), subject to the terms of this Agreement, to access, enter and use such portions of the Glass Property as may be reasonably necessary (the "Construction Easement Area") to allow ALAM to perform and complete all work required in order to initially construct the Access Drive (collectively, the "Road Work"), as such Road Work had been mutually agreed upon by the Owners and shall be completed at ALAM's sole cost and expense. Notwithstanding anything contained herein to the contrary, ALAM and the Owners of the ALAM Property hereby each indemnifies and shall save and hold Glass and each Owner of the Glass Property harmless from any injury or loss occurring on the Glass Property arising from the exercise by ALAM or the Contractors of the rights provided in this Section 2(b); provided that in no case shall ALAM indemnify Glass or any Owner of the Glass Property for losses arising from Glass's or such Glass Property Owner's (or Glass's or such Glass Property Owner's representatives', employees', contractors' and agents') own negligence or willful misconduct, or for losses arising or incurred due to any hazardous substances or related issues existing on the Construction Easement Area prior to the effectiveness of this Agreement and not otherwise caused by ALAM.

c. *Maintenance.*

i. Notwithstanding anything herein to the contrary, the Owner of the Glass Property shall, within ten (10) days after the initial issuance of a certificate of occupancy for any building or structure constructed on the Glass Property (such issuance date, the "Occupancy Date") deliver written notice thereof to the Owner of the ALAM Property.

ii. Except as otherwise expressly provided in this Agreement, the Owner of the ALAM Property shall, during the term of this Agreement, (i) maintain or cause to be maintained the Access Drive in a safe and secure condition, and (ii) make all repairs, replacements and improvements reasonably necessary to maintain the Access Drive in a safe and secure condition (collectively, the "Maintenance Obligations"). From and after the Occupancy Date, the Owner of the Glass Property shall, within thirty (30) days after the Owner of the ALAM Property has delivered to the Owner of the Glass Property written evidence (including, without limitation, invoices) establishing the actual, reasonable, out-of-pocket costs and expenses incurred by the Owner of the ALAM Property in performing the Maintenance Obligations (the "Maintenance Costs"), reimburse the Owner of the ALAM Property for fifty percent (50%) of such Maintenance Costs.

iii. Notwithstanding anything contained herein to the contrary, (i) all of the actual, reasonable, out-of-pocket costs and expenses incurred by ALAM in performing any (a) Maintenance Obligations, or (b) repairs, replacements and improvements to the paved driveways on the Access Drive (as they may exist from time to time) which are caused by the negligence, intentional misconduct or breach of this Agreement by the Owner of the Glass Property shall be reimbursed by the Owner of the Glass Property to the Owner of the ALAM Property within thirty (30) days following the Glass Property Owner's receipt from the ALAM Property Owner of written demand therefor and reasonable proof (including, without limitation, invoices) establishing such reasonable, actual, out-of-pocket costs and expenses incurred by the Owner of the ALAM Property in connection with performing such work, and (ii) all of the costs and expenses of performing any Maintenance Obligations which are caused by the negligence,





intentional misconduct or breach of this Agreement by the Owner of the ALAM Property shall be at the sole cost of ALAM.

iv. The Glass Property Owner's calculated portions of the Maintenance Costs shall be individually and collectively referred to herein as "Assessments".

The owners of the tracts shall have and hold all and singular the easements and rights conveyed in Section 2 (collectively, the "Easements") for the collective benefit of the Parcels and the Owners, and its successors and assigns forever, subject to the terms and conditions set forth herein.

3. Legal Effect. The Easements and covenants shall run with the Parcels and shall bind each Party, its successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Property, or any portion thereof. The rights declared hereby: (i) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; (ii) shall be perpetual and shall run with the land, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns; (iii) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Parcels; and (iv) are made in contemplation of commercial use, and are of commercial character. It is the Parties' express intent that the Easements shall not, at any time, merge by operation of law into an Owner's title or interest in any Parcel, but that the Easements shall remain separate and distinct rights and estates in land, unless the Owner(s) of all affected Parcels specifically evidence their intent by mutual agreement in writing to extinguish any such easement. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any Parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which Easements shall remain separate and distinct and estates in land.

4. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

5. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against each Party and its successors and assigns.

6. Severability. If any covenant, restriction, or provision contained in this Agreement is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants, restrictions, and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant, restriction, and provision contained in this Agreement will be valid and enforceable to the fullest extent permitted by law.

7. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

8. Site Plan. The Owners acknowledge and agree that by attaching the Site Plan hereto, the Owners are in no way obligated to each other to build or construct the improvements shown on the Site Plan, and each Owner may modify, revise, and/or reconfigure the improvements on such Owner's Parcel at any time and from time to time in such Owner's sole discretion as long as the Access Drive is not affected in violation of the terms hereof, without the prior written consent of the Owner of the ALAM's Property.

9. Assessments; Self-Help.



a. All Assessments, together with interest, costs and expenses, including reasonable attorneys' fees, levied upon a Parcel shall be a charge on and a continuing lien upon the Parcel against which the Assessment is made, which such lien shall be prior to all other liens, excepting only (i) real property taxes and assessments upon the Parcel, and (ii) all sums unpaid on mortgages and other liens and encumbrances duly recorded against the Parcel prior to the filing with the Probate Court of Shelby County of a notice of the lien for an unpaid Assessment. Such lien for an unpaid Assessment shall become effective against a Parcel when a notice thereof has been filed in the Probate Court of Shelby County in the same manner as the filing of a mortgage, provided that such notice of lien shall not be recorded until an Assessment remains unpaid for a period of more than thirty (30) days after the same shall become due. Such notice of lien shall also secure all Assessments against the Parcel becoming due thereafter until the lien has been satisfied. The lien for unpaid Assessments shall not be affected by the sale or transfer of a Parcel, except in the case of a foreclosure of a mortgage, in which event the purchaser at foreclosure shall not be liable for any Assessments against such Parcel that became due prior to the date of acquisition of title by such purchaser at foreclosure. Any unpaid Assessment shall likewise constitute a personal obligation of the Owner of the Parcel against which such Assessment has been charged.

b. With respect to any breach of the terms of this Agreement by an Owner of any Parcel, as the case may be (such breaching Owner's parcel being referred to as the "Self-Help Parcel"), and in addition to any other remedies that may be available at law or in equity, upon providing thirty (30) days' notice and opportunity to cure or dispute the breach, the Owner of a property (a "Curing Party"), if not a breaching Owner, shall have the right, but not the obligation, to cure such breach by the payment of money or the performance of some other action for the account of and at the expense of the breaching owner of the Self-Help Parcel.

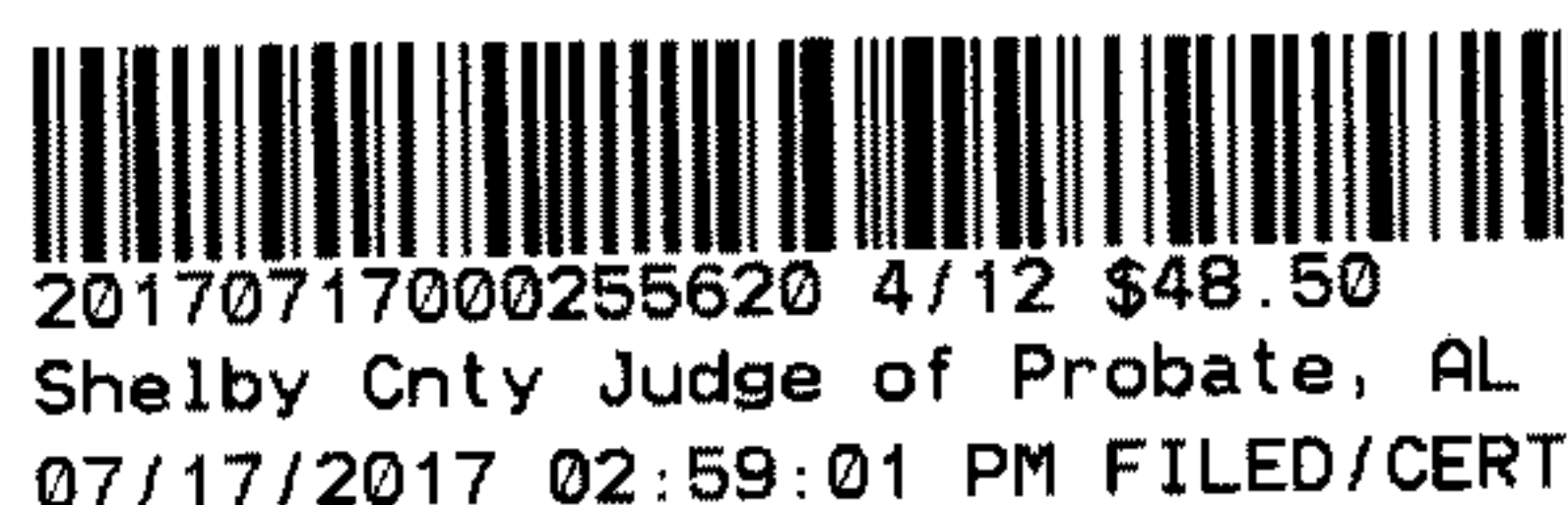
c. Notwithstanding the terms of Section 9(b), if an event that would become a breach with the passage of time shall constitute an emergency condition, a Curing Party, acting in good faith, shall have the right to cure such event prior to the passage of the prescribed time period provided the Curing Party uses reasonable efforts to notify the Owner of the Self-Help Parcel of its intent to proceed to cure.

d. If a Curing Party shall cure such a default, the defaulting owner of a Self-Help Parcel shall reimburse the Curing Party for all costs and expenses reasonably and actually incurred in connection with such curative action within thirty (30) days after receipt of an invoice from such Curing Party, together with reasonable documentation supporting the expenditures made. For payments not received within thirty (30) days of receipt of an invoice, the Curing Party may assess the defaulting party interest at a rate of eight (8%) per annum until payment is received.

e. To effectuate any such cure pursuant to this Section 9, the Curing Party shall have the right to enter upon the Parcel of the defaulting Owner (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Furthermore, the Curing Party shall have the right if such invoice is not paid within thirty (30) day period to record a lien on that property of the defaulting owner for the amount of the unpaid costs incurred by the Curing Owner pursuant to this paragraph.

10. Estoppel Certificates. Each Owner of any portion of the Parcels will from time to time and, within twenty (20) days of its receipt of a written request from any other owner or tenant, provide a certificate binding upon the executing party stating: (a) to such Owner's actual knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying the default or violation; and (b) whether this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

*[Signatures on Following Pages]*





**GLASS SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, Glass has caused this Access Easement Agreement to be duly executed as of the day and year first above written.

Dewey V. and Ki Pun S. Glass Charitable  
Remainder Unitrust, a charitable remainder unitrust  
(one-half interest)

By: Dewey V. Glass  
Name: Dewey V. Glass  
Its: Trustee

STATE OF Alabama )  
COUNTY OF Shelby )

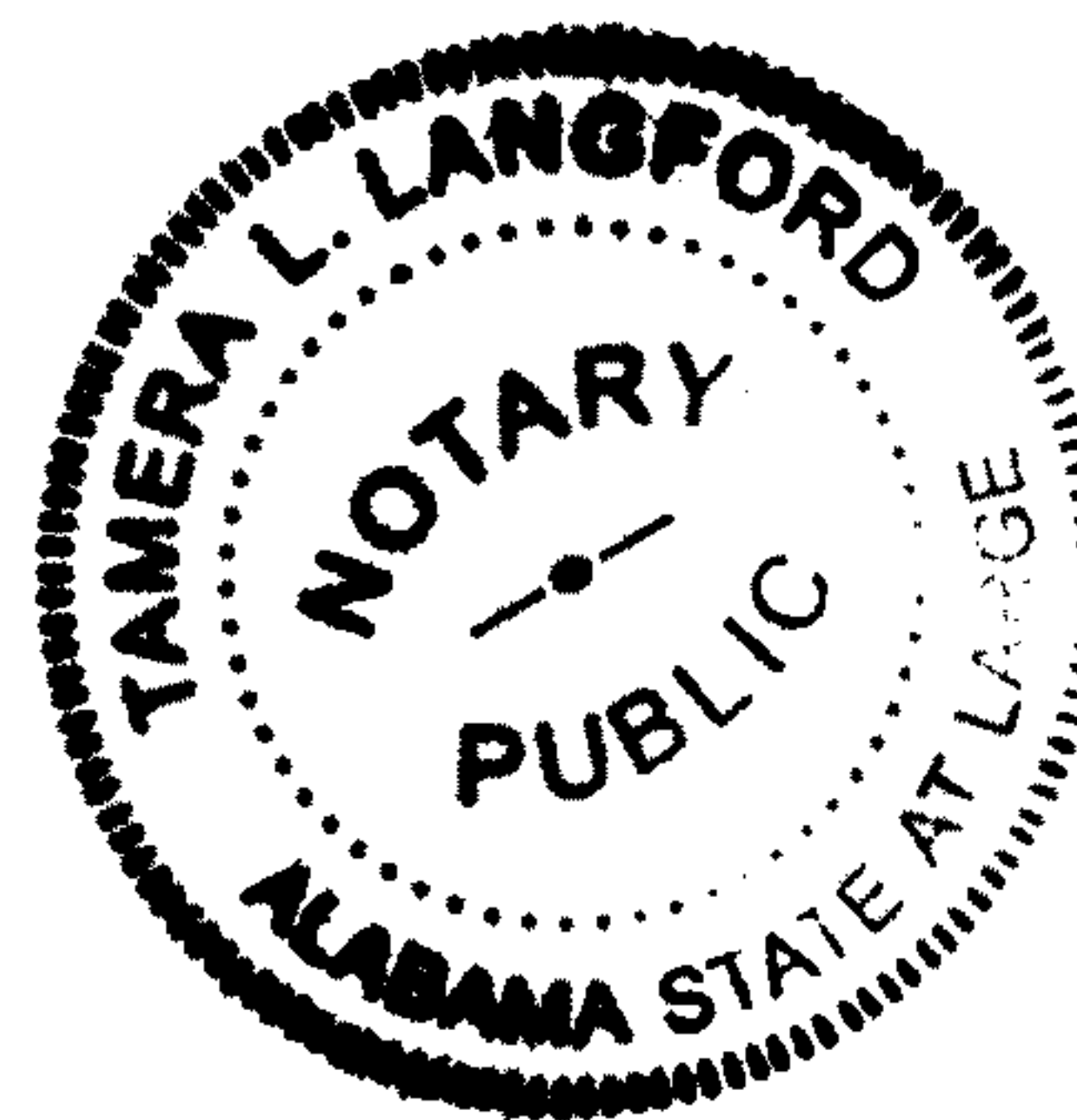
I, the undersigned, a Notary Public, hereby certify that Dewey V. Glass, as the Trustee of the Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed 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 trust on the day the same bears date.

Given under my hand and seal this the 20<sup>th</sup> day of May, 2017.

Tamera L. Langford  
Notary Public

My Commission Expires: 2-22-20

[SEAL]



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**GLASS SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, Glass has caused this Access Easement Agreement to be duly executed as of the day and year first above written.

Dewey V. and Ki Pun S. Glass Charitable  
Remainder Unitrust, a charitable remainder unitrust  
(one-half interest)

By: Ki Pun S. Glass

Name: Ki Pun S. Glass

Its: Trustee

STATE OF Alabama )

COUNTY OF Shelby )

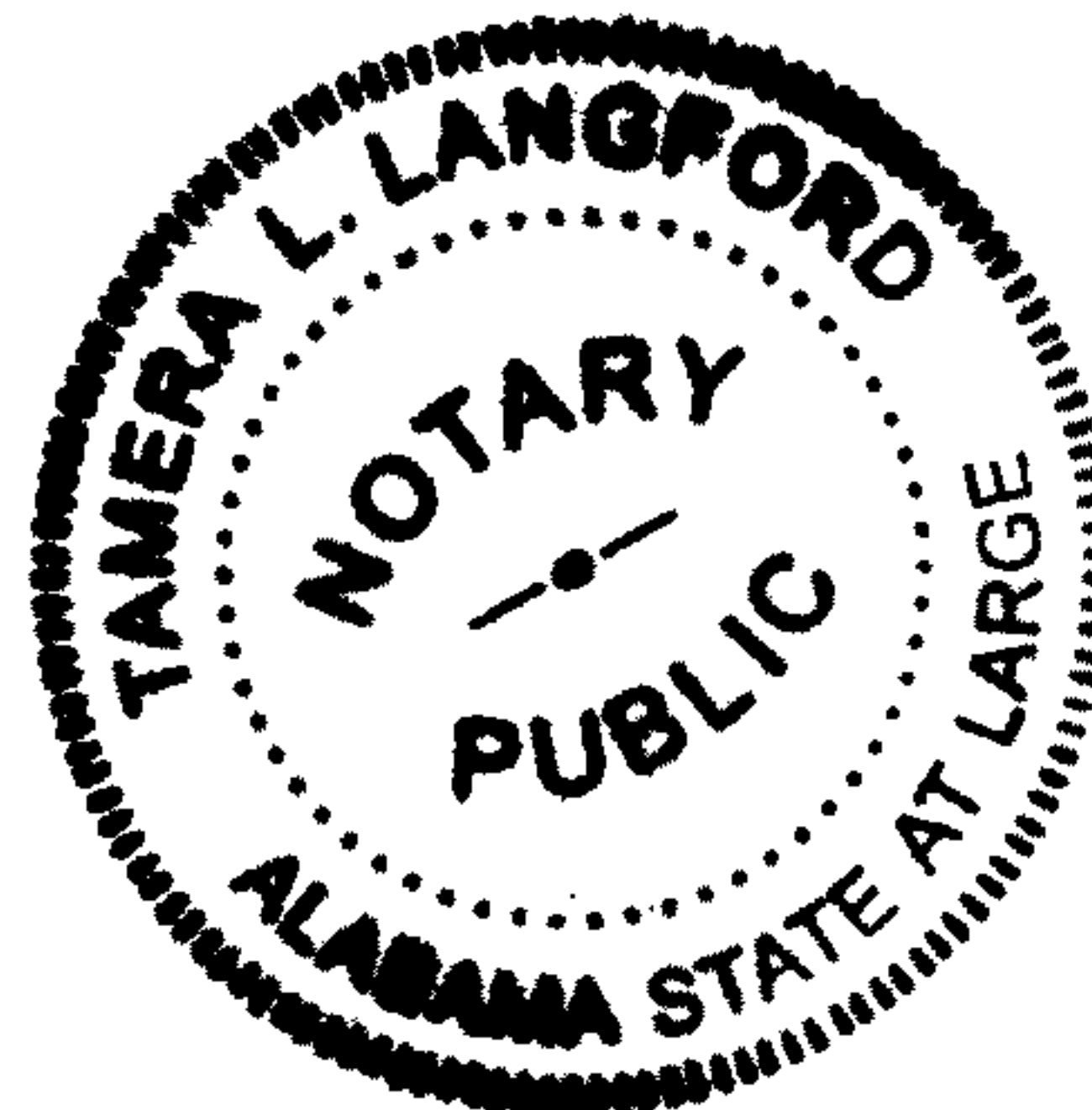
I, the undersigned, a Notary Public, hereby certify that Ki Pun S. Glass, as the Trustee of the Dewey V. and Ki Pun S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust, has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed 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 trust on the day the same bears date.

Given under my hand and seal this the 20<sup>th</sup> day of May, 2017.

Tamera L. Langford  
Notary Public

My Commission Expires: 2-22-20

[SEAL]



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**GLASS SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, Glass has caused this Access Easement Agreement to be duly executed as of the day and year first above written.

Gregory B. and Tanner S. Glass Charitable  
Remainder Unitrust, a charitable remainder unitrust  
(one-half interest)

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

Name: Gregory B. Glass

Its: Trustee

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

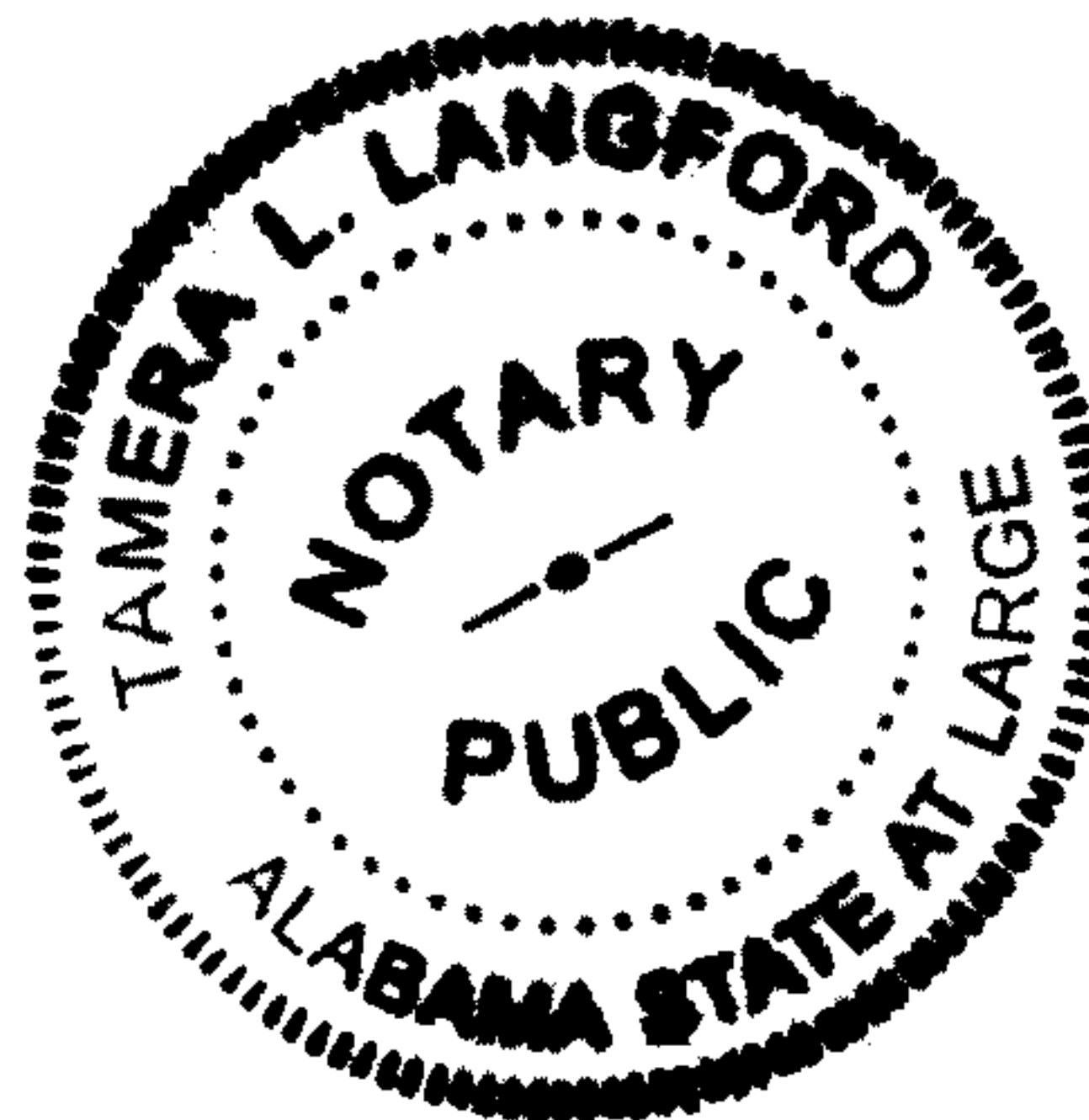
I, the undersigned, a Notary Public, hereby certify that Gregory B. Glass, as the Trustee of the Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest), has signed to the foregoing conveyance and who is known to me, acknowledged before me on 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 trust on the day the same bears date.

Given under my hand and seal this the 20<sup>th</sup> day of May, 2017.

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

My Commission Expires: 2-22-20

[SEAL]



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**GLASS SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, Glass has caused this Access Easement Agreement to be duly executed as of the day and year first above written.

Gregory B. and Tanner S. Glass Charitable  
Remainder Unitrust, a charitable remainder unitrust  
(one-half interest)

By: Tanner S. Glass  
Name: Tanner S. Glass  
Its: Trustee

STATE OF Alabama )  
COUNTY OF Shelby )

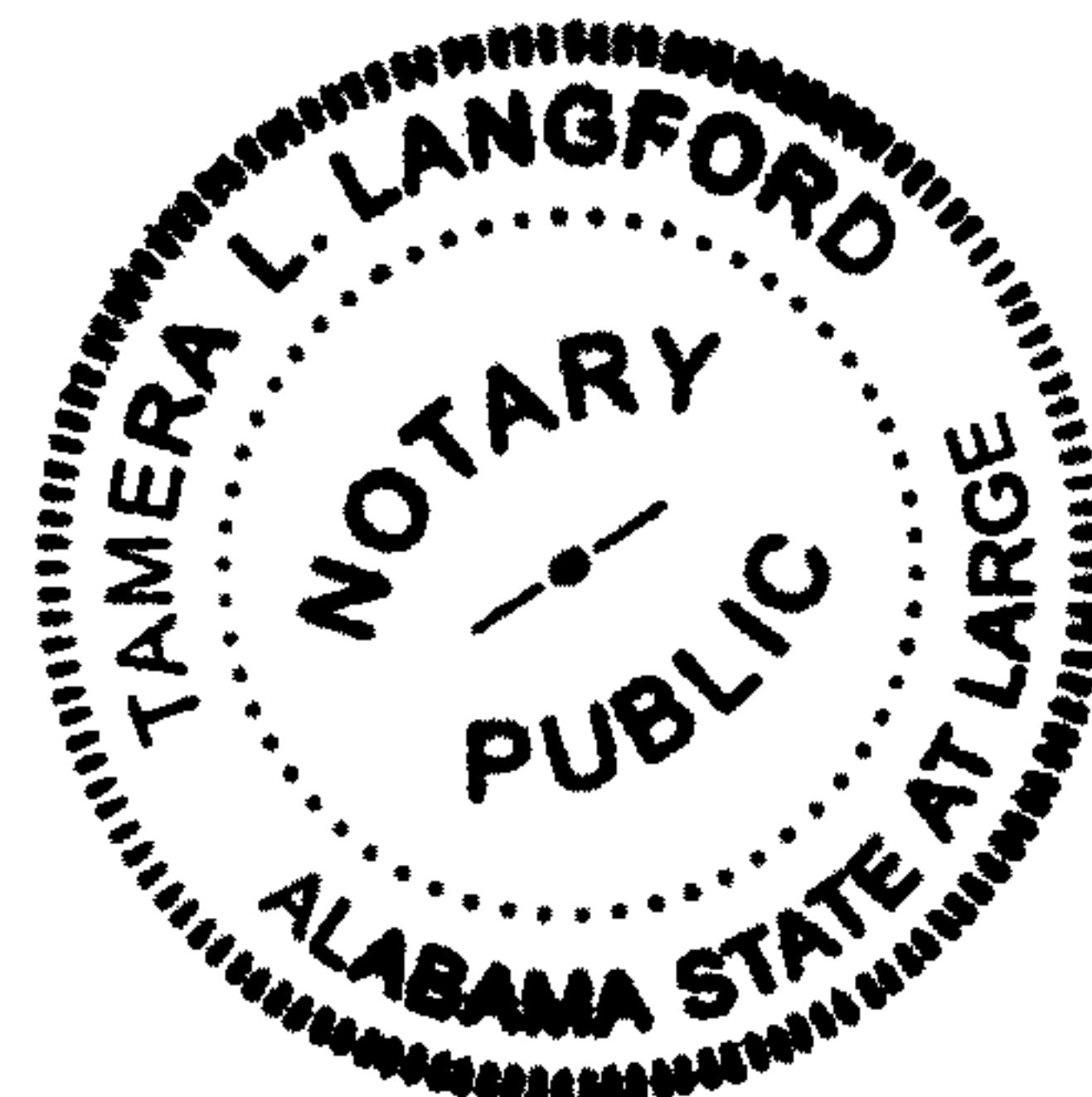
I, the undersigned, a Notary Public, hereby certify that Tanner S. Glass, as the Trustee of the Gregory B. and Tanner S. Glass Charitable Remainder Unitrust, a charitable remainder unitrust (one-half interest), has signed to the foregoing conveyance and who is known to me, acknowledged before me on this 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 trust on the day the same bears date.

Given under my hand and seal this the 21<sup>st</sup> day of May, 2017.

Tamera L. Langford  
Notary Public

My Commission Expires: 2-22-20

[SEAL]



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**ALAM SIGNATURE PAGE TO ACCESS EASEMENT AGREEMENT**

IN WITNESS WHEREOF, ALAM has caused this Access Easement Agreement to be duly executed as of the day and year first above written.

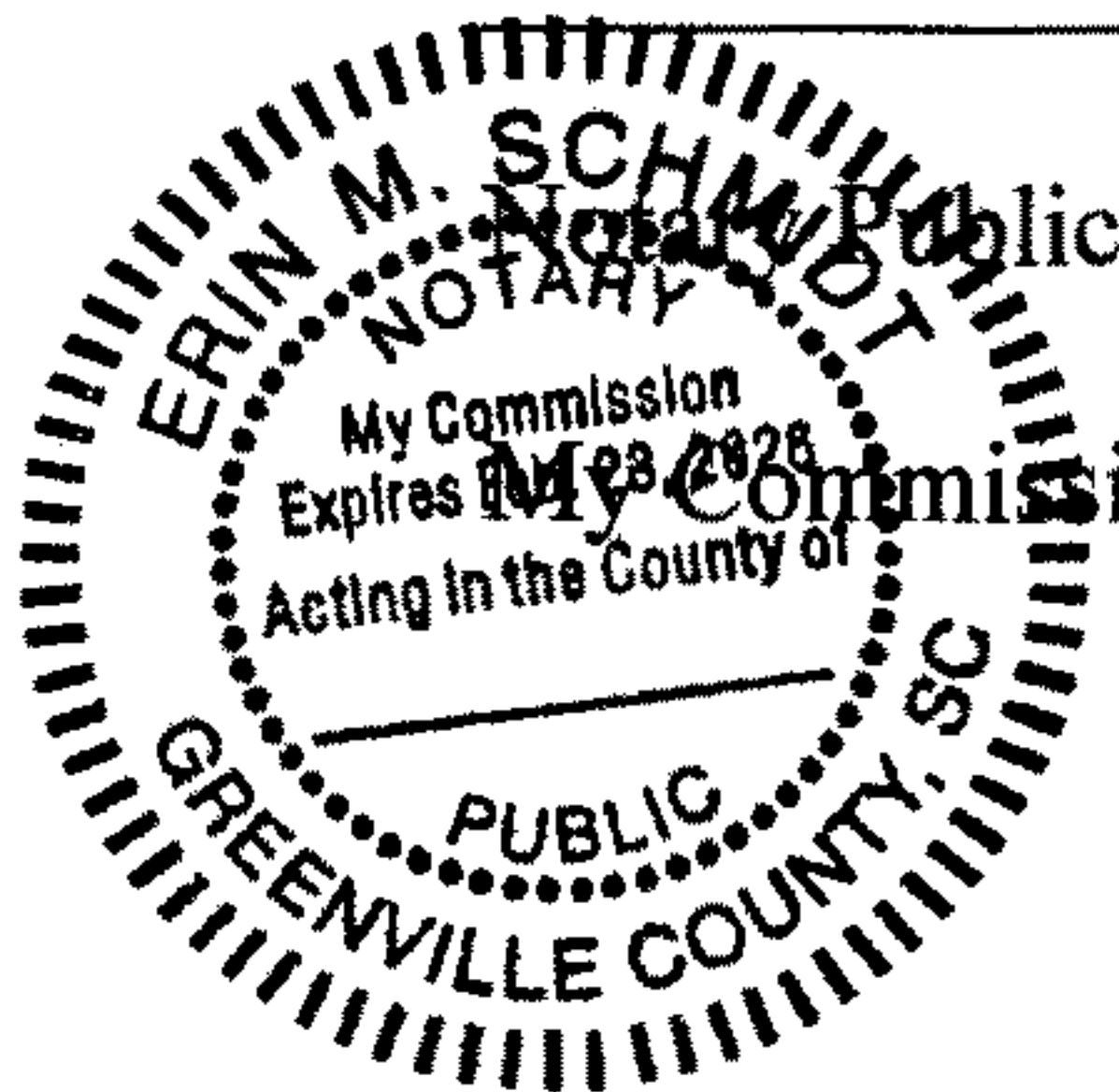
**AL Alabaster Montevallo, LLC**, a South Carolina limited liability company

By: W. Neil Wilson  
Name: W. Neil Wilson  
Title: Manager

STATE OF South Carolina  
COUNTY OF Greenville,

I, the undersigned, a Notary Public, hereby certify that W. Neil Wilson, as the Manager of AL Alabaster Montevallo, LLC, a South Carolina limited liability company, has signed to the foregoing conveyance 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 on the day the same bears date.

Given under my hand and seal this the 10 day of July, 2017.  
Erin M. Schmitt



My Commission Expires: 2-23-26

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*Exhibit A*

Glass Property

**PARCEL 1:** A part of the SE1/4 of NW1/4 and part of SW1/4 of NE1/4 Sec 11, Tp. 21 S., Range 3 West, described as follows: Beginning at the intersection of the West right of way line of the L&N Railroad with North line of the SW1/4 of NE1/4 of Section 11, and run Westerly along North line of the SW1/4 of NE1/4 and SE1/4 of NW1/4 of said Section 11 to a point 100 feet East of the East right of way line of Montevallo-Siluria paved highway, which point is Northeast corner of lot belonging to Roy L. and Lois Bailey; thence Southerly direction, parallel with Highway right of way & along East line of Bailey lot a distance of 150 feet to SE corner of said Bailey lot; thence Westerly direction along the South line of Bailey lot to the East margin of old Montevallo-Ashville Road; thence in a Southerly direction along the East margin of old Montevallo-Ashville Road a distance of 635.50 feet, more or less, to the Southwest corner of lot as described in Deed Book 53, page 163, in the Probate Office; thence in an Easterly direction 315 feet; thence in a Northerly direction and parallel with East margin of old road a distance of 210 feet; thence in an Easterly direction along North line of R.L. Roy property to its intersection with the West right of way line of the L&N Railroad; thence in a Northwesterly direction along Westerly right of way line of said Railroad to the point of beginning. Excepting Highway right of way of Montevallo-Siluria Highway.

Situated in Shelby County, Alabama.

**PARCEL 2:** That certain tract of land situated in the SE1/4 of NW1/4 of Sec. 11, Tp. 21, Range 3 West described as beginning at the point of intersection of the North line of said forty acres with the East line of the Montevallo & Ashville paved highway and run thence East along the North line of said forty acres a distance of 100 ft. to a point; run thence in a Southerly direction & parallel with the East right of way line of said Highway 150 feet; run thence in a Westerly direction & parallel with the North line of said 40 acres 100 ft. to the East right of way line of said Montevallo & Ashville paved highway; run thence in a Northerly direction along the East right of way line of said Highway 150 feet to the point of beginning, situated in Shelby County, Alabama.



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***Exhibit B***

**ALAM Property**

Lots 1, 2 and 3, Alabaster Montevallo Subdivision, as recorded in Map Book 48, Page 12 of the records in the Office of Judge of Probate of Shelby County, Alabama, also being a parcel of land situated in the Southwest one-quarter of the Northwest one-quarter and the Northeast one-quarter of the Southwest one-quarter of Section 11, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama.



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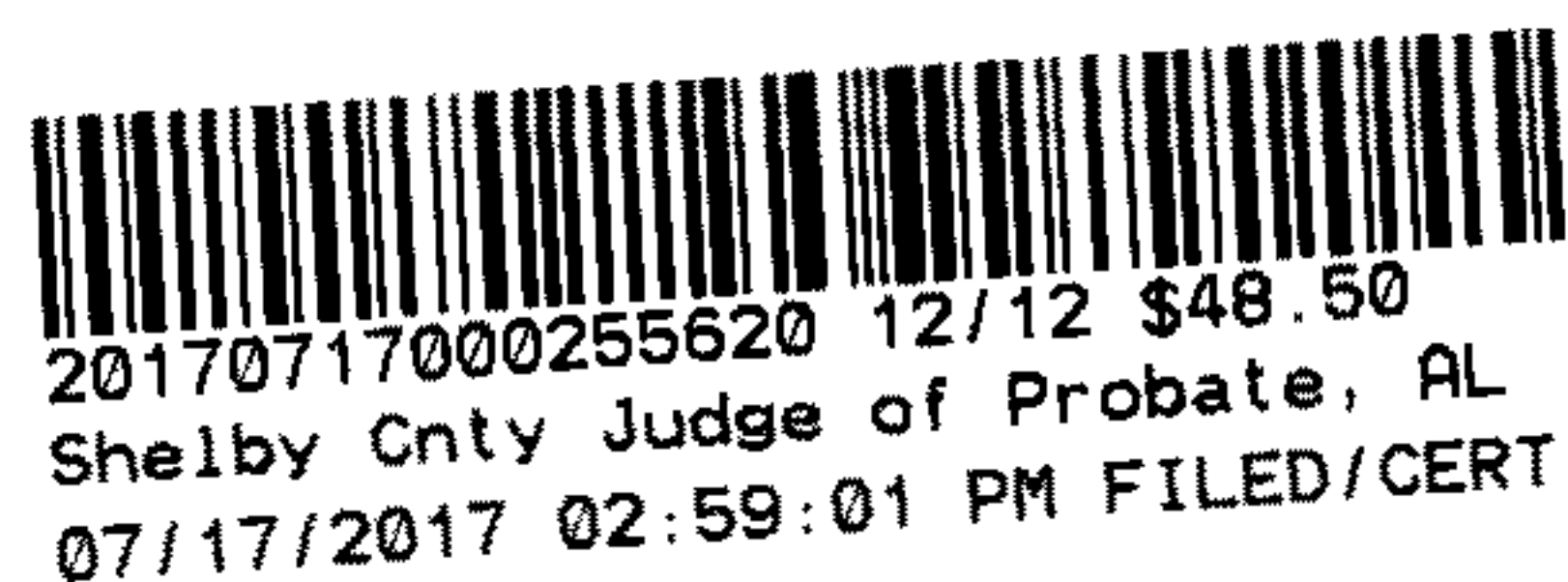


## ***Exhibit C***

### **Access Easement**

An easement of land being situated in the SE ¼ of the NW ¼ of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" solid iron rod located at the SE corner of the SE ¼ of the NW ¼ of said Section 11, thence N89° 30' 09"W for a distance of 34.17" to a ½" capped rebar (R&G CA 114); thence N7° 23' 51"W for a distance of 30.64' to a ½" capped rebar (R&G CA114) and the beginning of a curve to the left having a radius of 5040.00' and a delta angle of 5° 36' 51"; thence along the arc of said curve for a distance of 493.84' (Chord= N1° 42' 40"E, 493.64') to a 5/8" capped rebar (Bailey 899LS); thence N1° 10' 32"E for a distance of 23.55' to the Point of Beginning; thence S89° 01' 08"W for a distance of 173.06' to the beginning of a curve being concave southeasterly and having a radius of 67.50' and a delta angle of 50° 12' 34"; thence along the arc of said curve for a distance of 59.15' (Chord= S63° 54' 52"W, 57.28') to the East Right of Way line of AL. Hwy. 119, which is also in a curve that is concave westerly; thence along the said Right of Way in a curve having a radius of 4779.75' and delta angle of 0° 00' 07" and an arc length of 0.16' (Chord= N1° 00' 41"W, 0.16') to concrete monument at the point of tangent; thence continue along said East Right of Way N1° 16' 42"W for a distance of 42.67' to a P.K. nail found; thence continue along said East Right of Way N1° 09' 34"W for a distance of 35.29'; thence leaving said East Right of Way in a curve concave northeasterly, having a radius of 42.50 and a delta angle of 20° 57' 59"; thence along the arc of said curve 15.55' (Chord= S80° 29' 52"E, 15.47'); N89° 01' 08"E for a distance of 209.88'; thence S1° 10' 32"E for a distance of 35.36' to a ½" capped rebar (R&G CA114); thence continue S1° 10' 32"E for a distance of 15.64' back to the Point of Beginning. Said easement containing 11,879 SQ FT (0.27 acres), more or less.



**Once recorded, please return to:**  
Stewart Title Guaranty Company  
5935 Carnegie Blvd, Suite 301  
Charlotte, NC 28209