

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is made as of July 13, 2017 by and between Harrison Properties, LLC, Choat Investment, LLC, LeePot, LLC, and Renasant Bank, the owners of that certain commercial subdivision being known as Old Town Office Park (Old Town) and LEJ, Jr. LLC, an Alabama limited liability company, (LEJ) the owner of that certain property adjacent to Old Town Office Park and being described in Exhibit A herein.

Whereas, 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 29, Page 58, in The Office of the Judge of Probate of 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 a Parking Area as depicted on said recorded plats of which each lot owner holds an interest.

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, the legal description set forth in Exhibit A includes a parking area also owned by LEJ.

Whereas the Old Town parking area and the LEJ parking are continuous and adjacent to each other.

Whereas the Old Town owners and LEJ (the parties) desire to grant to each other and their respective successors and assigns, tenants, occupants, employees, agents, contractors, customers, invitees, and licensees certain easements as described herein, provide for maintenance of the adjoining parking areas and place certain use restrictions on said adjoining parking areas.

Now, therefore, for and in consideration of Ten and 00/100 dollars (\$10.00) and the premises, easement and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1) Reciprocal Ingress / Egress Easement

The owners of Old town do hereby grant and convey to LEJ and its successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees and LEJ does hereby grant and convey to the owners of Old Town and their successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees a non-exclusive perpetual easement for the purpose of vehicular and pedestrian ingress and egress over and across the adjacent parking areas.

2) Reciprocal Parking Easement

The owners of Old Town do hereby grant and convey to LEJ and its successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and

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licensees and LEJ does hereby grant and convey to the owners of Old Town and their successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees a non-exclusive perpetual easement to use the parking spaces situated on the adjoining parking areas.

3) Encroachment Easement

The owners of Old Town do hereby grant and convey to LEJ, its successors and assigns and tenants an easement for the encroachment of a Power Box, ice machine, AC units, ramps, wood deck and steps onto the Old Town Office Park property as shown by the survey of S.M. Allen dated June 5, 2017.

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

4) Maintenance and Repair

Each party shall maintain at its expense its respective parking area in a clean, safe and attractive condition free of all garbage and refuse.

Each party shall pay all taxes, city assessments or charges of any type made as levied by any governmental body or agency with respect to its parking area.

Each party shall coordinate with the other to ensure that adequate access is available in the event that any construction activities are performed on their respective properties.

Any party, its successors and assigns, tenants, occupants, employees, agents, contractors, customers, invitees and licensees that damages the surface of the other party's parking area (other than through normal wear and tear related to vehicle parking and ingress and egress) shall at its expense have that parking area surface immediately restored to as nearly as possible to the condition that existed prior to being damaged.

LEJ, its successors and assigns and tenants shall be responsible for all costs associated with keeping the adjoining parking areas clear of all debris associated with tenant restaurant and bar including but not limited to beer cans and alcoholic containers.

Each party shall maintain at its expense adequate personal injury and property damage insurance on its respective parking area.

5) Future Upgrades to Parking Area

Each party shall incur all costs associated with any future upgrades to its respective parking area.

6) Use Restrictions

The following uses shall NOT be permitted in the parking areas:

- a. Any use by a party, its successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees that unreasonably interferes with, obstructs or delays the conduct and operation of the

business of the other party, its successors and assigns, tenants, occupants and their respective employees, agents, contractors, customers, invitees and licensees, including but not limited to public access to and from said business and receipt and delivery of merchandise in connection therewith.

- b. Any activity which creates strong, unusual or offensive odors, fumes, dust or vapors.
- c. Any activity which creates unusual fire, explosive or other hazards.
- d. Use and/or storage of hazardous materials.
- e. Any activity which is in violation of any law, ordinance, statute or government regulations.
- f. Any activity which would constitute a public or private nuisance.
- g. The storage of commercial vehicles, mobile homes, recreational vehicles, wrecked or disabled vehicles or similar objects.
- h. Any activity which unreasonably hinders ingress/egress and parking.

7) Indemnity

Each party agrees to indemnify and hold harmless the other party 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 the parking areas as a consequence of the negligent, intentional or willful acts or omissions of such party, its tenants, occupants, respective employees, agents, contractors, customers, invitees and licensees.

8) Runs with the land; Successors in Interest

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

9) Rights and Remedies

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

10) Modification

This agreement may be changed, modified or amended in whole or in part only by a written instrument executed by all parties.

11) 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 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 provide herein.

12) No Joint Venture

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

13) 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 parties acknowledge and agree that this Agreement and the easements, and rights and obligations created herein, are essential to the use and enjoyment of their respective properties and that the parties 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 parties hereto with respect to all matters referred to herein and all prior representations, negotiations, and understanding are superseded hereby.

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

Harrison Properties, LLC

20171023000384400 10/23/2017 03:43:51 PM ESMTAROW
5/13

By: Wallis Harrison

Its: President

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 25th day of August, 2017.

Melissa E. McCay

Notary Public

My Commission Expires: 4/01/2020

Choat Investment, 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 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 _____ day of _____, 2017.

Notary Public

My Commission Expires:

Harrison Properties, LLC

By: Wallis Harrison

Its: President

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 25th day of August, 2017.

Melissa E. McCay

Notary Public

My Commission Expires: 4/01/2020

Choat Investment, LLC

By: Perry K Choat

Its: PRESIDENT

PERRY K CHOAT

STATE OF ALABAMA

COUNTY OF SHELBY

Perry K Choat I, the undersigned, a Notary Public in and for the State at large, hereby certify that Perry K 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 9th day of October, 2017.

Laila A. Mitchell

Notary Public

My Commission Expires: 12/30/18

LeePot, LLC

By: LeePot LLC
Its: David L. Potts

STATE OF ALABAMA

COUNTY OF SHELBY

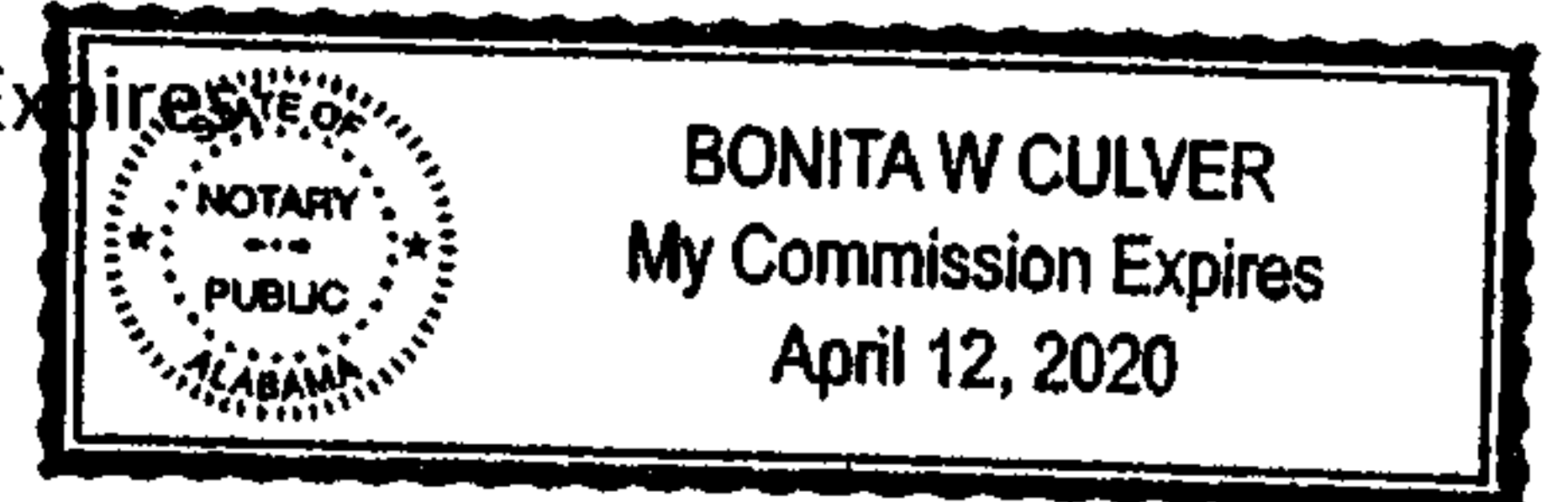
I, the undersigned, a Notary Public in and for the State at large, hereby certify that David L. Potts whose name as the authorized member of LeePot, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed 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 21st day of Sept, 2017.

Bonita W Culver

Notary Public

My Commission Expires



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 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 _____ day of _____, 2017.

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

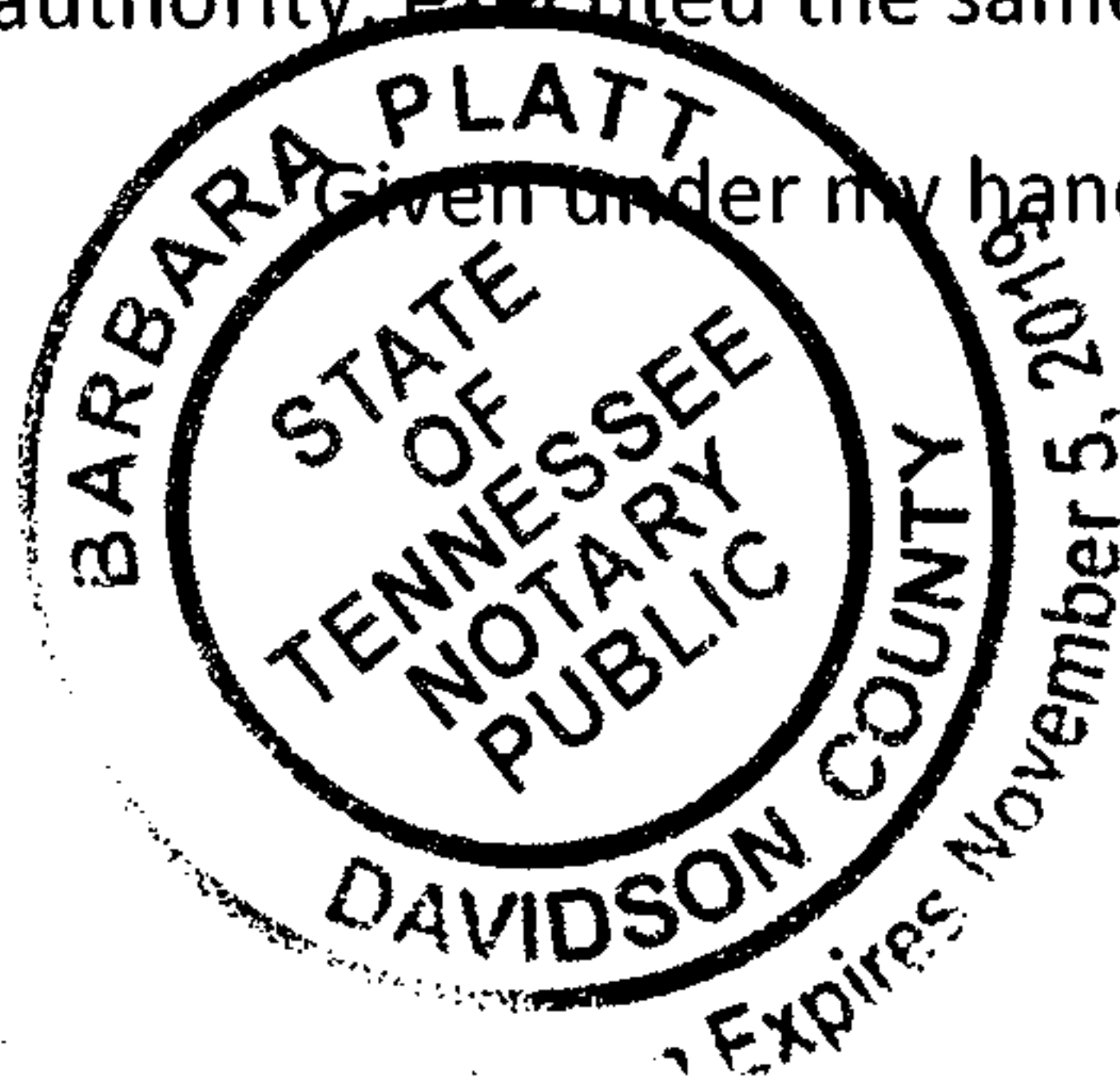
By: [Signature]

Its: Senior Vice President

Tennessee
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 Moody, 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 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.

[Signature]

Notary Public

My Commission Expires: 11-5-19

LEJ, JR. LLC

By *Leo Joseph Jr*

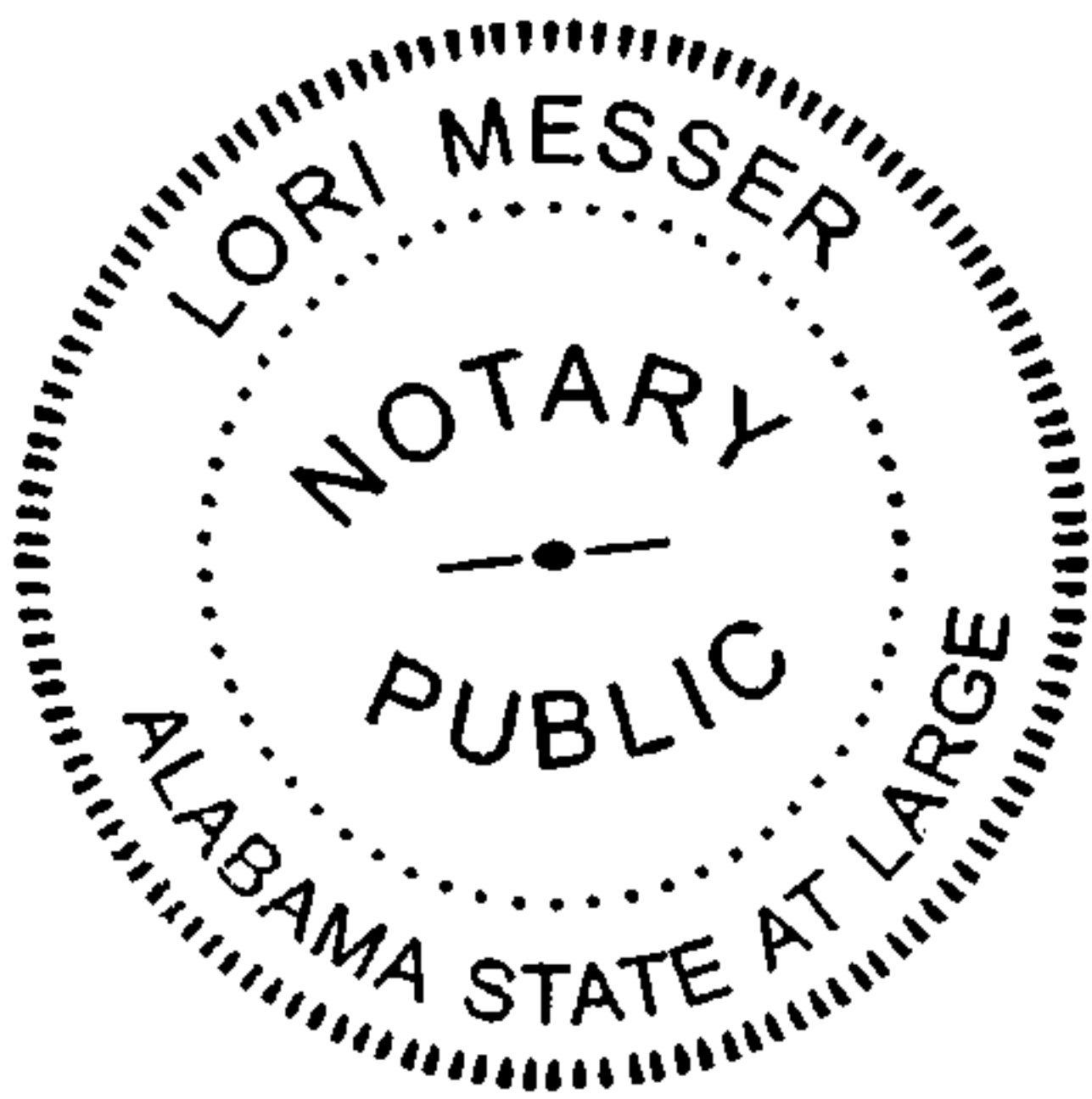
Its: *Managing Member*

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for the State at large, hereby certify that *Leo Joseph Jr*, whose name as the authorized member of LEJ, JR. 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 *13* day of *July*, 2017.



Lori Messer

Notary Public

My Commission Expires:



EXHIBIT "A" – LEGAL DESCRIPTION

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence run easterly along the northerly line thereof a distance of 1,326.83 feet to a 3" Capped Pipe Found also being the Northwest Corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama; thence leaving said northerly line turn a deflection angle right of $56^{\circ}04'42''$ and run southeasterly a distance of 497.70 feet to the easterly margin of Alabama Highway #281 (also known as Helena Road, an 80' wide right of way); thence turn a deflection angle right of $48^{\circ}01'38''$ and run southwesterly along said easterly margin a distance of 40.02 feet to a Magnail Set and the Point of Beginning of the property herein described; thence continue along said easterly margin and run southwesterly a distance of 249.06 feet to a Capped Rebar Set (ALS CA749LS); thence leaving said 80' wide easterly margin turn a deflection angle left of $91^{\circ}15'28''$ and run southeasterly a distance of 151.25 feet to a Capped Rebar Set (ALS CA749LS); thence turn a deflection angle left of $90^{\circ}00'00''$ and run northeasterly a distance of 165.00 feet to a Magnail Set; thence turn a deflection angle left of $90^{\circ}00'00''$ and run northwesterly a distance of 10.00 feet to a Magnail Set; thence turn a deflection angle right of $90^{\circ}00'00''$ and run northeasterly a distance of 84.00 feet to a Capped Rebar Set (ALS CA749LS); thence turn a deflection angle left of $90^{\circ}00'00''$ and run 135.79 feet to the Point of Beginning.

CONSENT AND JOINDER OF MORTGAGEE

Regions Bank, an Alabama banking corporation, as mortgagee and holder of that certain mortgage recorded at Instrument #20140331000089950 in the office of the Judge of Probate of Shelby County, Alabama, hereby consents to and joins in this Reciprocal Easement Agreement and agrees that the terms and provisions of this Reciprocal Easement Agreement shall survive and continue upon and after any foreclosure of its mortgage or the acquisition of title to the property by the mortgagee or another third party.

MORTGAGEE:

Regions Bank

By: [Signature]

Its: V.P.

STATE OF ALABAMA

JEFFERSON COUNTY

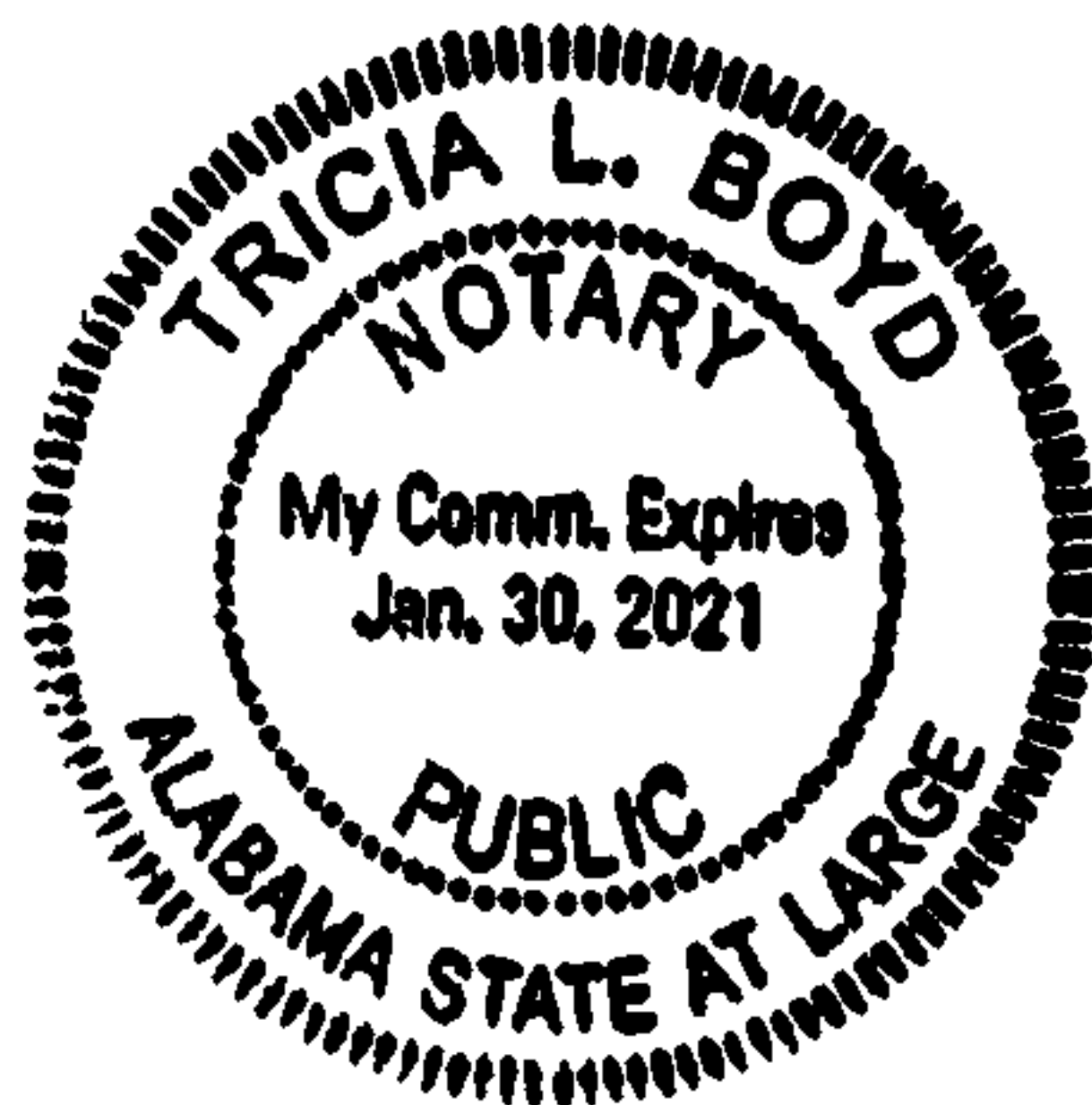
V.P. the undersigned, hereby certify that Monte Smith whose name as V.P. of Regions Bank, an Alabama banking corporation, is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he/she, as such officer, executed the same voluntarily and with full authority for and as the act of said bank.

Given under my hand and seal of office this 21st day of June, 2017.

[Signature]

Notary Public

My commission expires: 1.30.2021



CONSENT AND JOINDER OF MORTGAGEE

Renasant Bank, a Mississippi banking corporation, successor by reason of merger to Merchants and Farmers Bank, as mortgagee and holder of that certain mortgage recorded as Instrument # 2013-59370 and Instrument #20130102000000810 in the Office of the Judge of Probate of Shelby County, Alabama, hereby consents to and joins in this Reciprocal Easement Agreement and agrees that the terms and provisions of this Reciprocal Easement Agreement shall survive and continue upon and after any foreclosure of its mortgage or the acquisition of title to the property by the mortgagee or another third party.

MORTGAGEE:

Renasant Bank

By: Will H. Lyle III

Name: Will H. Lyle III

Title: Senior V.P.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, hereby certify that Will H. Lyle III whose name as senior V.P. of Renasant Bank, a Mississippi banking corporation, 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 the Instrument, he, as such officer, executed the same voluntarily and with full authority for and as the act of said bank.

Given under my hand and seal of office this 21st day of September 2017.

Allyson Grant

NOTARY PUBLIC

My commission expires: ALLYSON GRANT



CONSENT AND JOINDER OF MORTGAGEE

Branch Banking and Trust Company, an Alabama banking corporation, as mortgagee and holder of that certain mortgage recorded at Instrument #20160517000168370 in the office of the Judge of Probate of Shelby County, Alabama, hereby consents to and joins in this Reciprocal Easement Agreement and agrees that the terms and provisions of this Reciprocal Easement Agreement shall survive and continue upon and after any foreclosure of its mortgage or the acquisition of title to the property by the mortgagee or another third party.

MORTGAGEE:

Branch Banking and Trust Company

By: Stephen F. Vick

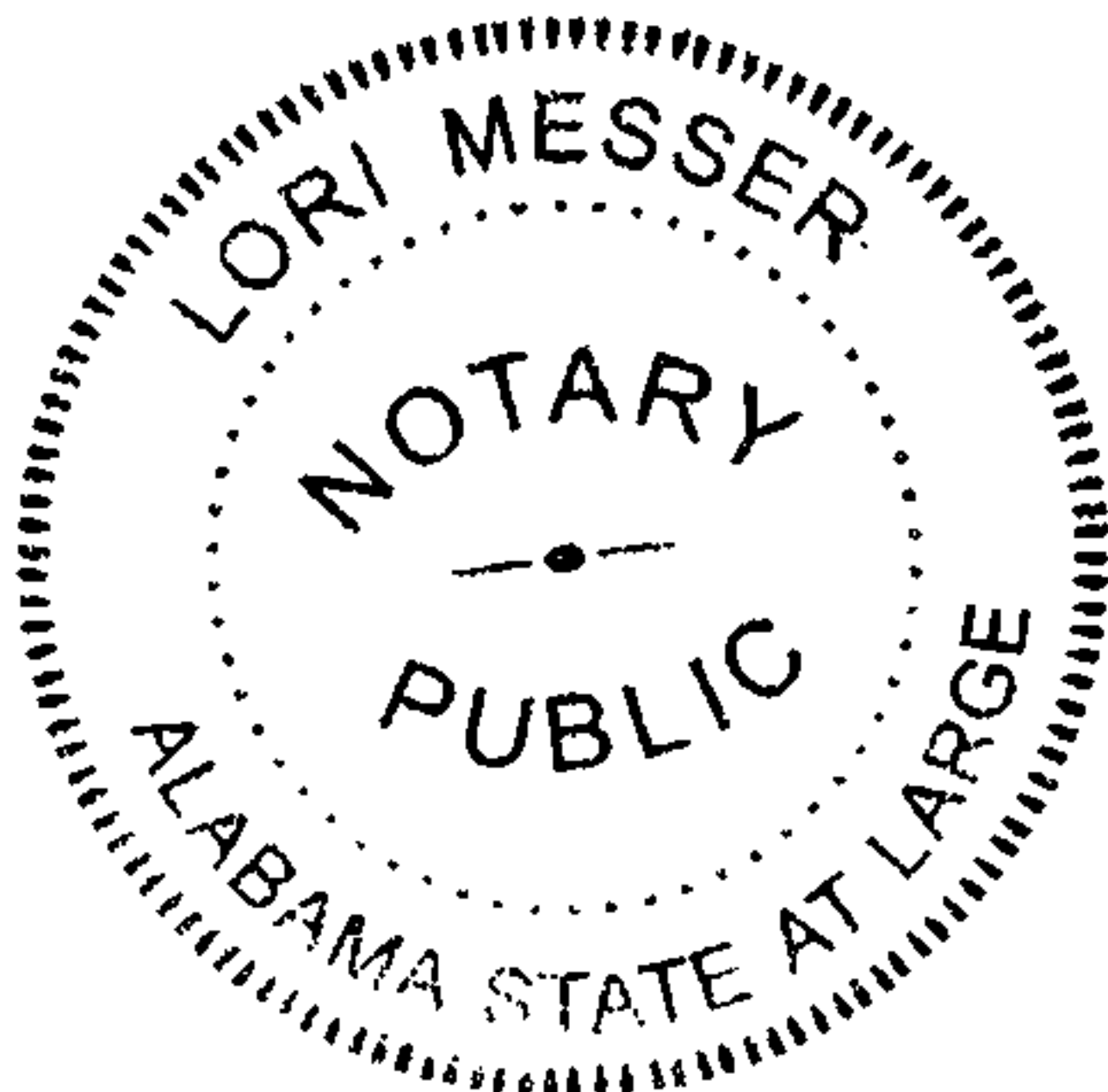
Its: Senior Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, hereby certify that Stephen F. Vick, whose name as Senior Vice President of Branch Banking and Trust Company, an Alabama banking corporation, 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 the Instrument, he/she, as such officer, executed the same voluntarily and with full authority for and as the act of said bank.

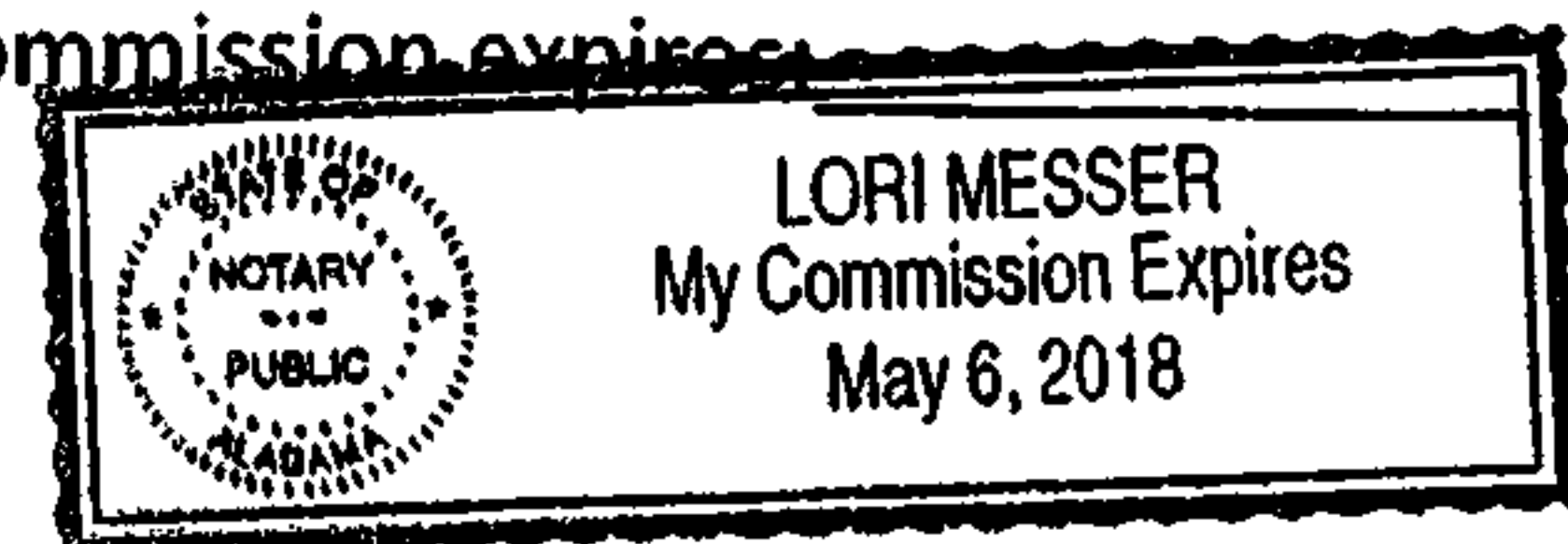
Given under my hand and seal of office this 13 day of July, 2017.



Lori Messer

Notary Public

My commission expires:



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/23/2017 03:43:51 PM
\$53.50 CHERRY
20171023000384400

James W. Fuhrmeister