

STATE OF ALABAMA)
SHELBY COUNTY)

TERMINATION OF ACCESS EASEMENT AGREEMENT

Joe A. Scotch, Jr., Wayne J. Scotch, and J & W Shelby County, LLC, hereby terminate the Access Easement Agreement dated August 1, 2001, and recorded at Instrument Number 2001-56219 (the "Access Easement Agreement").

RECITALS:

A. Joe A. Scotch and Wayne J. Scotch (collectively, "Grantee") are the Grantee under the Access Easement Agreement.

B. J & W Shelby County, LLC ("J & W"), is the successor in interest to the Grantee.

C. The Access Easement Agreement granted to Grantee a non-exclusive easement over and across the Access Area defined and described therein.

D. The Access Easement Agreement granted Grantee the right to install no more than two (2) curb cuts within the Access Area.

E. The Access Area was never developed.


F. Paragraph 9 of the Access Easement Agreement states, "Grantee, at their sole discretion and their sole cost, shall have the right at any time to close the curb cut(s) and thereby terminate this access easement agreement. In the event Grantee should elect to close the curb cut(s), then in that event, the rights of ingress herein granted shall be terminated forever, never to be used again, and this access easement agreement shall become null and void, and of no force and effect."

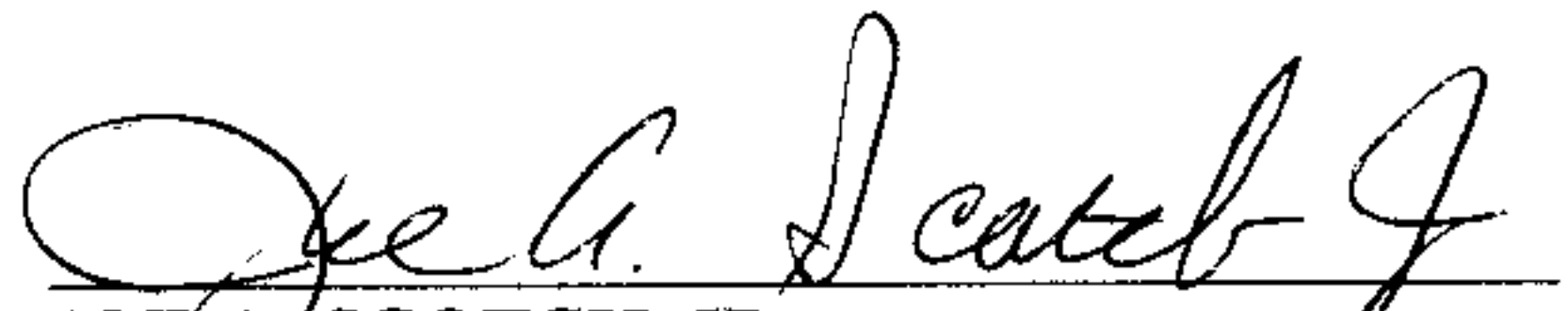
G. Grantee and J & W do not intend to make any curb cuts as contemplated by the Access Easement Agreement and, therefore, desire to terminate the Access Easement Agreement.

H. The property subject to the Access Easement Agreement and this termination does not constitute the homestead of either Joe A. Scotch or Wayne J. Scotch, or their spouses.

Therefore, Grantee and J & W hereby terminate the Access Easement Agreement pursuant to Paragraph 9 of the Access Easement Agreement and declares it to be null and void, and of no force and effect. Grantee and J & W further waive, release, remise, and terminate any and all rights acquired by them pursuant to the Access Easement Agreement. Any and all use restrictions contained in the Access Easement Agreement are hereby terminated.

[signature pages follow]


20180413000123850 1/3 \$21.00
Shelby Cnty Judge of Probate, AL
04/13/2018 11:42:58 AM FILED/CERT


JOE A. SCOTCH, JR.


WAYNE J. SCOTCH

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned notary public, in and for said county and said state, hereby certify that Joe A. Scotch, Jr., whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of April, 2018.


NOTARY PUBLIC

My Commission Expires

JONATHAN STRICKLAND
Notary Public, State of Alabama
My Commission Expires
2/19/2022

STATE OF ALABAMA)
SHELBY COUNTY)


I, the undersigned notary public, in and for said county and said state, hereby certify that Wayne J. Scotch, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of April, 2018.


NOTARY PUBLIC

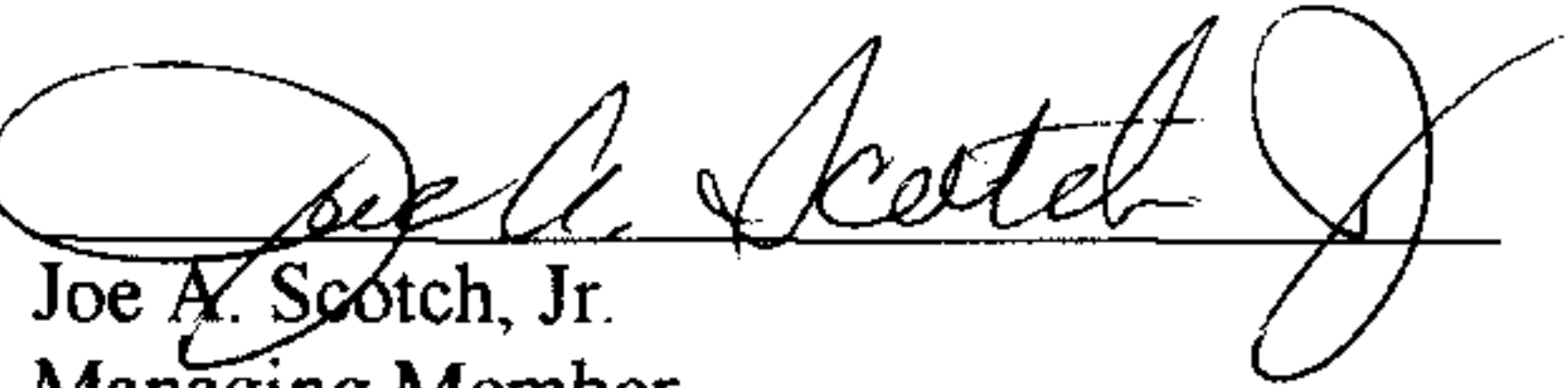
My Commission Expires: _____

JONATHAN STRICKLAND
Notary Public, State of Alabama
My Commission Expires
2/19/2022


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J & W SHELBY COUNTY, LLC

By:



Joe A. Scotch, Jr.

Its:

Managing Member

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned notary public, in and for said county and said state hereby certify that Joe A. Scotch, Jr., whose name as Managing Member of J & W Shelby County, LLC 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 managing member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 4th day of April, 2018.


Notary Public

My Commission Expires:

JONATHAN STRICKLAND
Notary Public, State of Alabama
My Commission Expires
2/19/2022



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