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Shelby County, AL 12/27/2018
State of Alabama
Deed Tax: \$.50

When recorded, return to:
Janet Parson
Shelby County Abstract & Title Co., Inc.
101 West College
P.O. Box 752
Columbiana, AL 35051



20181227000449700 1/12 \$48.50
Shelby Cnty Judge of Probate, AL
12/27/2018 09:56:45 AM FILED/CERT

For Recorder's Use Only

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "**Agreement**") is executed as of the 12 day of December, 2018, by and between Town Creek, LLC, an Alabama limited liability company ("**Grantor**") and Pauline Beach, a resident of the State of Alabama ("**Grantee**"). Grantor and Grantee are hereinafter sometimes referred to individually as a "**Party**" and collectively, the "**Parties.**"

RECITALS:

WHEREAS, Grantor and Grantee hereby acknowledge and confirm as follows:

- A. Grantor is the fee owner of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "**Grantor Property**").
- B. Grantee is the fee owner of that certain real property described on Exhibit B attached hereto and incorporated herein by this reference (the "**Grantee Property**").
- C. The Grantee Property and the Grantor Property are contiguous to one another as shown on the "**Survey**" attached hereto as Exhibit C and incorporated herein by this reference.
- D. The Grantee Property and the Grantor Property are hereinafter individually referred to as a "**Tract**" and collectively as the "**Tracts.**"
- E. Grantor desires to grant, convey, and declare to Grantee a non-exclusive, perpetual easement over and across that certain gravel road running through the southeasterly portion of the Grantor Property, said gravel road being identified and shown on the Survey, so as to permit pedestrian and vehicular ingress and egress over, across and through the Grantor Property to provide the Grantee Property with access to that certain public right-of-way known as Shelby County Highway #86.

AGREEMENTS:

In consideration of the foregoing Recitals (which are adopted, approved and incorporated herein) and for other good and valuable consideration, the receipt and sufficiency whereof is hereby confirmed, the Parties hereby covenant and agree as follows:

1. Easements

Grant of Access Easement. Grantor hereto hereby grants, conveys, declares, creates, imposes and establishes in favor of the Grantee Property, and Grantee's guests, invitees, agents, successors, and assigns, a non-exclusive, perpetual easement over and across the existing gravel road located in the southeasterly corner of the Grantor Property, as identified and shown on the Survey, to permit pedestrian and vehicular ingress and egress over and across said gravel road to provide Grantee and the Grantee Property with access from the Grantee Property to that certain public right-of-way known as Shelby County Highway #86 (the "Access Easement").

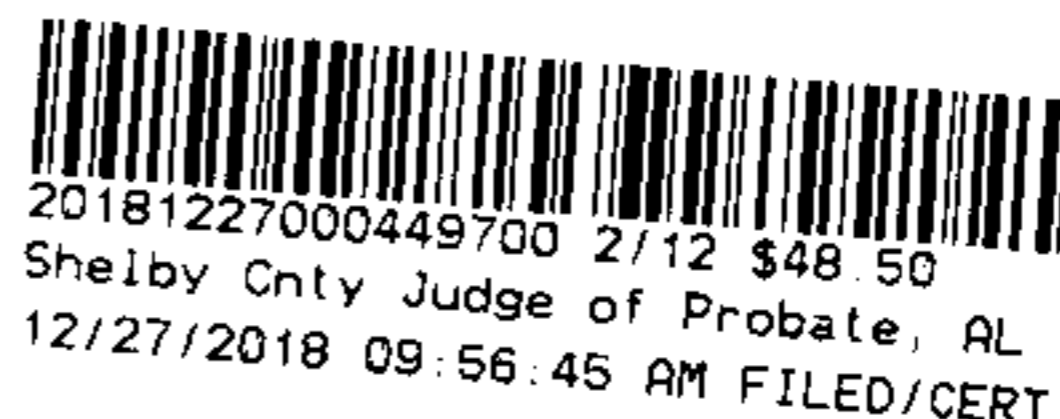
2. Use of Easements.

The Access Easement shall be for the reasonable and non-exclusive use of Grantee, and Grantee's respective successors, assigns, tenants, employees, agents and business invitees only, and shall not create or vest in the general public any right to use the Access Easement. Use of the Access Easement shall at all times be in strict compliance with all applicable federal, state, county and municipal laws, ordinances and requirements.

3. Maintenance of Easement and Improvements.

Grantee shall be responsible for performing maintenance on the Access Easement in order to keep the improvements in the same condition as they exist as of the date of this Agreement and no more. Such maintenance shall include: (i) keeping said Access Easement free of any obstructions at all times, except in the event of emergencies; (ii) removing trash and debris; and (iii) resurfacing, repairing and replacement of surfaces, striping, and/or other markings. Grantee shall at its sole cost and expense perform such maintenance and repair work as is reasonably required to keep the Access Easement in good and serviceable condition and in compliance with all applicable governmental requirements, except that, if any such maintenance or repair is required because of the negligence or willful misconduct of Grantee, or of any contractor, agent, employee, invitee, guest, agent, successor, or assigns of Grantee, then Grantor shall have the right to recover the costs thereof from Grantee.

In the event Grantee fails to maintain (the "Defaulting Party") the Access Easement as set forth in this Section 3, then Grantor (the "Non-Defaulting Party") shall have the full and unrestricted right to cause the maintenance, repair, and replacement to be made as may be necessary



to insure that the Access Easement is maintained in a good, proper, and functional condition and appearance, under the terms and provisions set forth herein, and the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred and associated with such maintenance, repair, or replacement within ten (10) business days following receipt of an itemized accounting of such costs and expenses. In such event, the Non-Defaulting Party shall provide written notice to the Defaulting Party of the obligations it has failed to satisfy (each a “Default”). If the Defaulting Party has not responded or commenced work for the correction of the Default(s) within ten (10) business days following the date of the written notice from the Non-Defaulting Party, then the Non-Defaulting Party may do such things and acts as are reasonably necessary to cure the Default(s), and the Defaulting Party agrees to repay the Non-Defaulting Party for the costs and expenses incurred in connection therewith. If the Defaulting Party denies or protests the assertion of a Default, the issue may be submitted to the American Arbitration Association, or its successors, for binding arbitration under the laws of the State of Alabama. It is agreed that such arbitration shall include the right to damages (actual damages and reasonable attorney fees, if an attorney is used) by the aggrieved or damaged party.

4. Miscellaneous.

a. This Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, heirs, successors, and assigns. This Agreement shall run with the land and shall benefit and burden the Tracts.

b. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

c. No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.

d. Whenever reasonably necessary, pronouns of any gender shall be deemed synonymous, as shall singular and plural pronouns.

e. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Alabama.

f. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document’s maker or drafter shall not apply to this Agreement.

g. The section headings in this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement.

h. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together with counterparts shall constitute one and the same document.




i. Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.

j. All recitals set forth at the outset of this Agreement are incorporated by reference in it and are true.

k. Each Party has had the opportunity to have this Agreement reviewed by independent counsel before signing it.

SIGNATURES ON FOLLOWING PAGES


20181227000449700 4/12 \$48.50
Shelby Cnty Judge of Probate, AL
12/27/2018 09:56:45 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

TOWN CREEK, LLC,
an Alabama limited liability company

BY: Town Creek Investors, LLC,
a Georgia limited liability company,
its Manager

BY: Strategic Fund Manager, LLC,
a Georgia limited liability company,
its Manager

BY: *[Signature]*
Ricky B. Novak, Manager

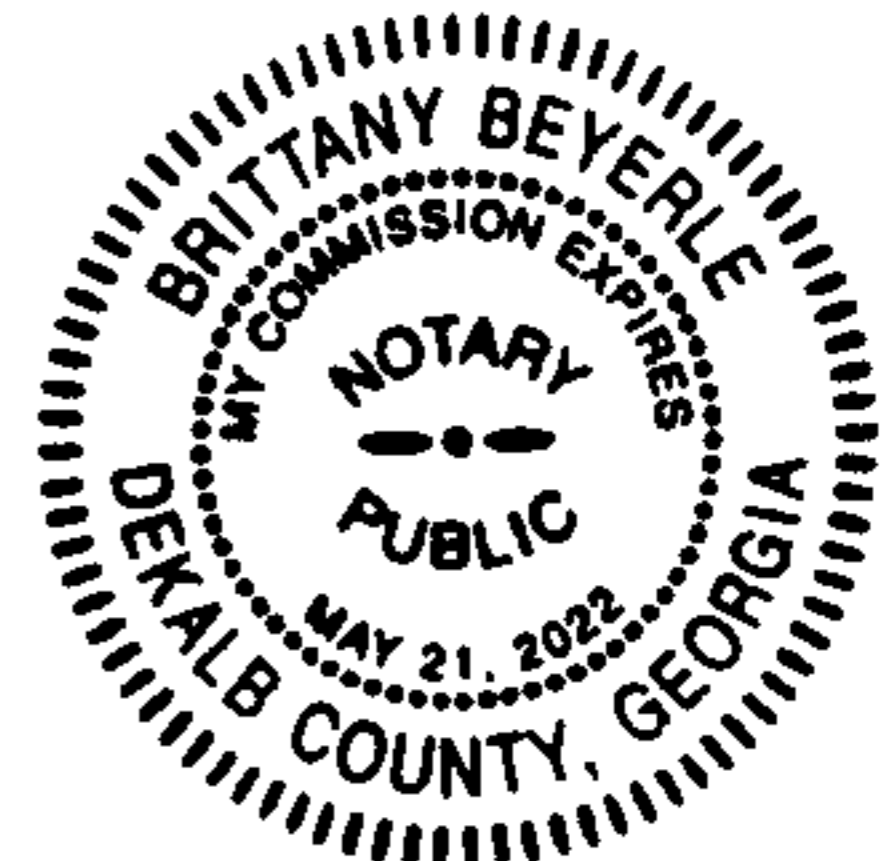
GEORGIA
STATE OF ~~ALABAMA~~
COUNTY OF DEKALB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ricky B. Novak, as manager of Strategic Fund Manager, LLC, a Georgia limited liability company, as manager of Town Creek Investors, LLC, a Georgia limited liability company, as the manager of Grantor 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 limited liability company.

Given under my hand and official seal, this the 19 day of DECEMBER, 2018.

[Signature]
Notary Public BRITTANY BEYERLE

(signatures continue on following page)



GRANTEE:

Pauline Beach
Pauline Beach

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Pauline Beach, the Grantee, 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 limited liability company.

Given under my hand and official seal, this the 10th day of December, 2018.

David C. Darby
Notary Public

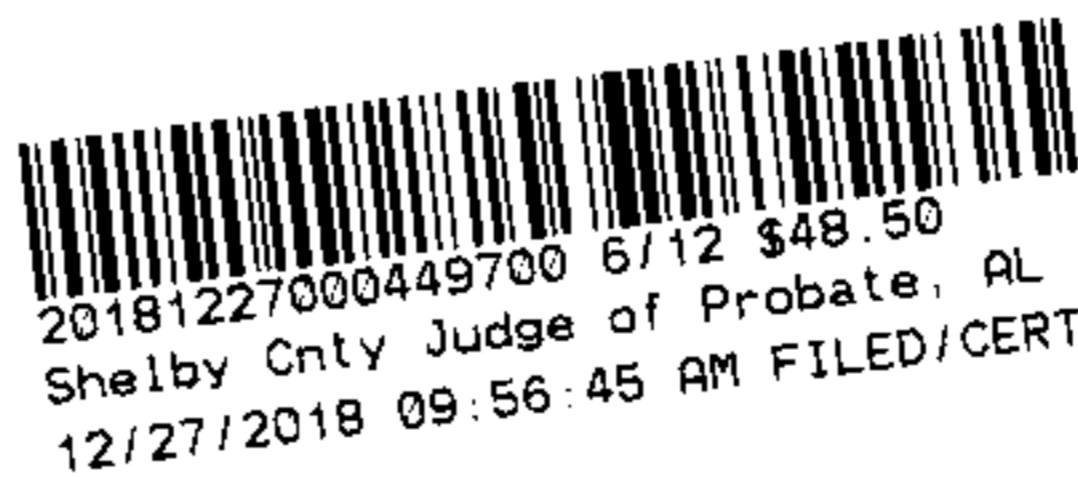
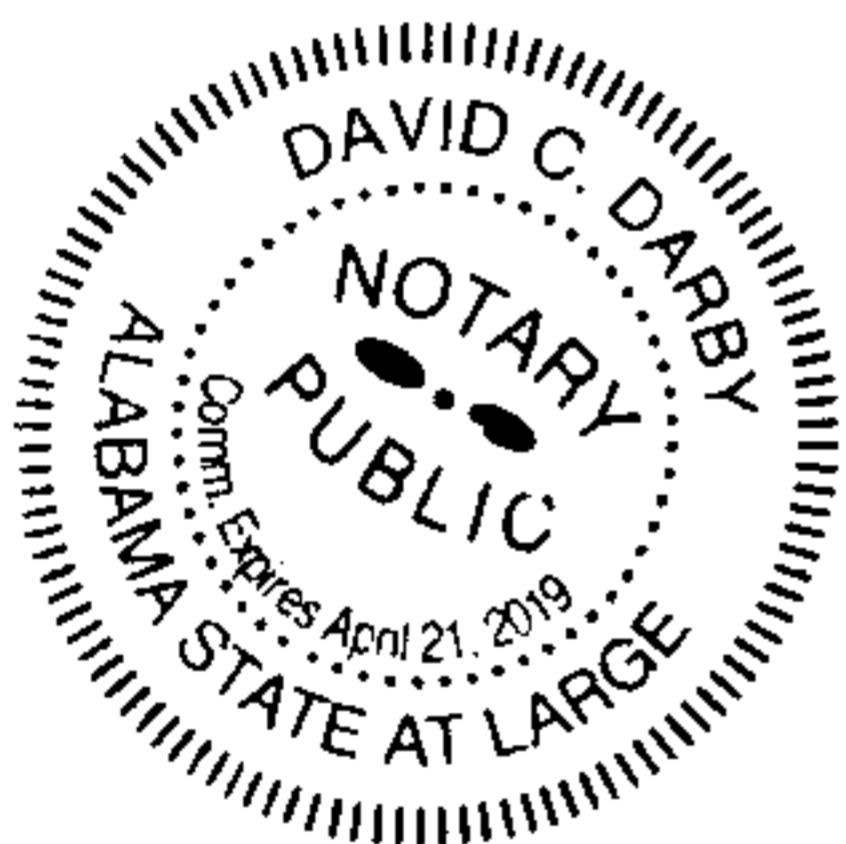


EXHIBIT "A"
("Grantor Property")

A parcel of land located in Sections 13 and 14, Township 22 South Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at a ½" rebar in place being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 53' 53" East along the East boundary for a distance of 1297.10 feet to a 4" x 4" concrete monument in place being the Southeast corner of said quarter-quarter section; thence proceed South 00° 08' 04" East along the East boundary of the Southeast one-fourth of the Southwest one-fourth for a distance of 439.10 feet to a ½" rebar in place being located on the Northerly right-of-way of Shelby County Highway 86 (Shelby Iron Works Public Road); thence proceed South 82° 59' 43" West along the Northerly right-of-way of said road for a distance of 242.41 feet; thence proceed South 88° 14' 09" West along the Northerly right-of-way of said road for a distance of 389.95 feet; thence proceed North 88° 57' 11" West along the Northerly right-of-way of said road for a distance of 350.67 feet; thence proceed North 01° 19' 08" East for a distance of 551.08 feet to a ½" rebar in place; thence proceed North 68° 34' 21" West along a meandering wire fence and along the North boundary of the McNamee Family Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 49 at Pag 74 for a distance of 38.03 feet; thence proceed North 89° 57' 23" West along said meandering fence and along the North boundary of said subdivision for a distance of 35.43 feet; thence proceed North 67° 10' 17" West along said meandering fence and along the North boundary of said subdivision for a distance of 106.99 feet; thence proceed North 52° 27' 21" West along said meandering fence and along the North boundary of said subdivision for a distance of 94.83 feet; thence proceed South 77° 16' 04" West along said meandering fence and along the North boundary of said subdivision for a distance of 68.88 feet; thence proceed North 88° 08' 11" West along said meandering fence and along the North boundary of said subdivision for a distance of 80.55 feet; thence proceed North 63° 23' 04" West along said meandering fence and along the North boundary of said subdivision for a distance of 55.77 feet; thence proceed South 20° 43' 20" West along said meandering fence and along the North boundary of said subdivision for a distance of 56.87 feet; thence proceed South 37° 17' 45" West along said meandering fence and along the North boundary of said subdivision for a distance of 32.90 feet; thence proceed South 77° 16' 46" West along said meandering fence and along the North boundary of said subdivision for a distance of 16.98 feet; thence proceed South 66° 55' 21" West along said meandering fence and along the North boundary of said subdivision for a distance of 17.39 feet; thence proceed South 51° 24' 36" West along said meandering fence and along the North boundary of said subdivision for a distance of 11.14 feet; thence proceed North 70° 18' 40" West along said meandering fence and along the North boundary of said subdivision for a distance of 61.45 feet; thence proceed South 83° 30' 43" West along said meandering fence and along the North boundary of said subdivision for a distance of 30.81 feet; thence proceed North 88° 13' 04" West along said meandering fence and along the North boundary of said subdivision for a distance of 56.49 feet; thence proceed South 88° 04' 53" West along said meandering fence and along the North boundary of said subdivision for a distance of 78.43 feet; thence proceed North 83° 24' 13" West along said meandering fence and along the North boundary of said subdivision for a distance of 46.15 feet; thence proceed South 86° 27' 41" West along said meandering fence and along the North boundary of said subdivision for a distance of 42.54 feet; thence proceed South 77° 26' 33" West along said meandering fence and along the North boundary of said subdivision for a distance of 28.59 feet; thence proceed South 38° 50' 35" West along said meandering fence and along the North boundary of said subdivision for a distance of 14.47 feet; thence proceed South 66° 03' 01" West along said meandering fence and along the North boundary



of said subdivision for a distance of 95.52 feet to its point of intersection with the centerline of Rum Creek; thence proceed South 12° 49' 13" West along the centerline of said creek for a distance of 63.38 feet; thence proceed South 11° 43' 07" East along the centerline of said creek for a distance of 46.22 feet; thence proceed South 34° 20' 53" East along the centerline of said creek for a distance of 23.64 feet; thence proceed South 08° 55' 08" West along the centerline of said creek for a distance of 28.25 feet; thence proceed South 31° 14' 47" West along the centerline of said creek for a distance of 25.10 feet; thence proceed South 38° 43' 01" West along the centerline of said creek for a distance of 67.44 feet; thence proceed South 56° 45' 53" East along the centerline of said creek for a distance of 52.52 feet; thence proceed South 13° 04' 44" West along the centerline of said creek for a distance of 24.60 feet; thence proceed South 63° 38' 52" West along the centerline of said creek for a distance of 14.18 feet; thence proceed South 84° 24' 33" West along the centerline of said creek for a distance of 31.85 feet; thence proceed South 20° 37' 47" West along the centerline of said creek for a distance of 46.25 feet; thence proceed South 22° 02' 40" East along the centerline of said creek for a distance of 62.57 feet; thence proceed South 04° 30' 07" East along the centerline of said creek for a distance of 87.55 feet; thence proceed South 10° 52' 18" East along the centerline of said creek for a distance of 101.58 feet; thence proceed South 22° 39' 46" West along the centerline of said creek for a distance of 181.04 feet to the Northerly right-of-way of said Shelby County Highway 86, said point being the P. C. of a concave curve right having a delta angle of 61° 42' 45" and a radius of 521.27 feet; thence proceed Northwesterly along the curvature of said curve and along the Northerly right-of-way of said road for a chord bearing and distance of North 81° 49' 39" West, 534.71 feet to the P. T. of said curve; thence proceed North 51° 57' 37" West along the Northerly right-of-way of said road for a distance of 349.99 feet; thence proceed North 48° 33' 23" West along the Northerly right-of-way of said road for a distance of 199.31 feet; thence proceed North 45° 36' 13" West along the Northerly right-of-way of said road for a distance of 890.38 feet to its point of intersection with the Southerly boundary of the L & N Railroad 100 foot right-of-way, said point being the P. C. of a concave curve left having a delta angle of 24° 22' 18" and a radius of 2010.0 feet; thence proceed Northeasterly along the curvature of said curve and along the Southerly boundary of said railroad right-of-way for a chord bearing and distance of North 76° 35' 22" East 848.59 feet to the P. T. of said curve; thence proceed North 03° 34' 11" East along the Southerly boundary of said railroad right-of-way for a distance of 57.90 feet to the P. C. of a concave curve left having a delta angle of 26° 21' 42" and a radius of 1960.0 feet; thence proceed Northeasterly along the Southerly boundary of said railroad right-of-way for a chord bearing and distance of North 50° 23' 52" East, 893.74 feet to the P. T. of said curve; thence proceed North 37° 13' 01" East along the Southerly boundary of said railroad right-of-way for a distance of 1278.36 feet to a ½" rebar in place, said point being located on the East boundary of the Southwest one-fourth of the Northwest one-fourth of said Section 13; thence proceed South 01° 18' 05" East along the East boundary of said quarter-quarter section for a distance of 388.06 feet to a ½" rebar in place; thence proceed South 01° 15' 45" East along the East boundary of said quarter-quarter section for a distance of 431.08 feet to a ½" rebar in place; thence proceed South 85° 44' 38" East along the North boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 1284.56 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Southwest one-fourth of Section 13 and the Southeast one-fourth of the Southeast one-fourth and the Northeast one-fourth of the Southeast one-fourth of Section 14, Township 22 South, Range 2 West, Shelby County, Alabama and contains 113.06 acres, less 5 acre tract described below being a total of 108.06 acres.

LESS AND EXCEPT 5.0 ACRE TRACT: Commence at a ½” rebar in place being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 53’ 53” East along the East boundary for a distance of 1297.10 feet to a 4” x 4” concrete monument in place being the Southeast corner of said quarter-quarter section; thence proceed North 89° 14’ 04” West for a distance of 240.16 feet to the point of beginning. From this beginning point proceed South 00° 10’ 29” East for a distance of 233.54 feet to a ½ “ rebar in place; thence proceed North 89° 09’ 14” West for a distance of 467.01 feet to a ½” rebar in place; thence proceed North 00° 08’ 08” West for a distance of 467.12 feet to a ½’ rebar in place; thence proceed South 89° 08’ 55” East for a distance of 466.69 feet to a ½” rebar in place; thence proceed South 00° 10’ 29” East for a distance of 233.54 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama and contains 5.0 acres.

According to survey of Christopher M. Ray, Ala. Reg. No. 26017, of Ray and Gilliland, P. C., Ala. Board Cert. No. CA-0114-LS dated the 19th day of October, 2018.

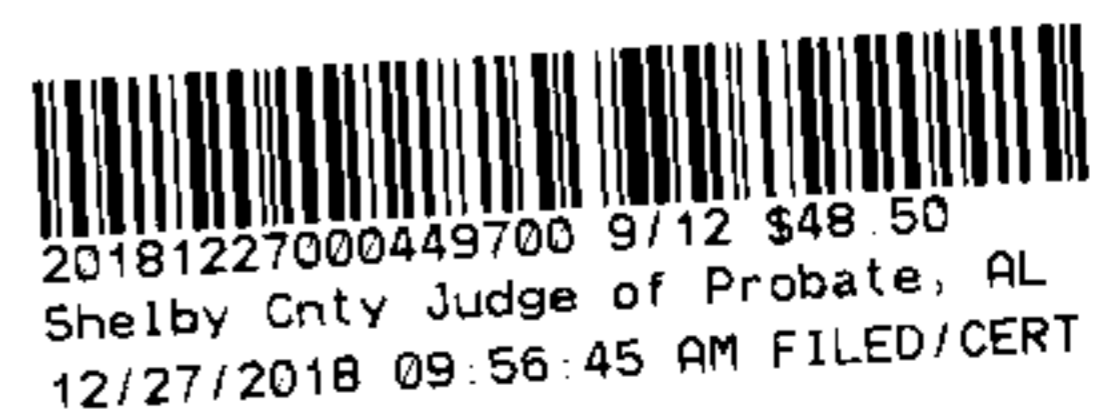


EXHIBIT "B"
("Grantee Property")

Commence at a ½" rebar in place being the Northeast corner of the Northeast one-fourth of the Southwest one-fourth of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 53' 53" East along the East boundary for a distance of 1297.10 feet to a 4" x 4" concrete monument in place being the Southeast corner of said quarter-quarter section; thence proceed North 89° 14' 04" West for a distance of 240.16 feet to the point of beginning. From this beginning point proceed South 00° 10' 29" East for a distance of 233.54 feet to a ½" rebar in place; thence proceed North 89° 09' 14" West for a distance of 467.01 feet to a ½" rebar in place; thence proceed North 00° 08' 08" West for a distance of 467.12 feet to a ½" rebar in place; thence proceed South 89° 08' 55" East for a distance of 466.69 feet to a ½" rebar in place; thence proceed South 00° 10' 29" East for a distance of 233.54 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama and contains 5.0 acres.

According to survey of Christopher M. Ray, Ala. Reg. No. 26017, of Ray and Gilliland, P. C., Ala. Board Cert. No. CA-0114-LS dated the 19th day of October, 2018.

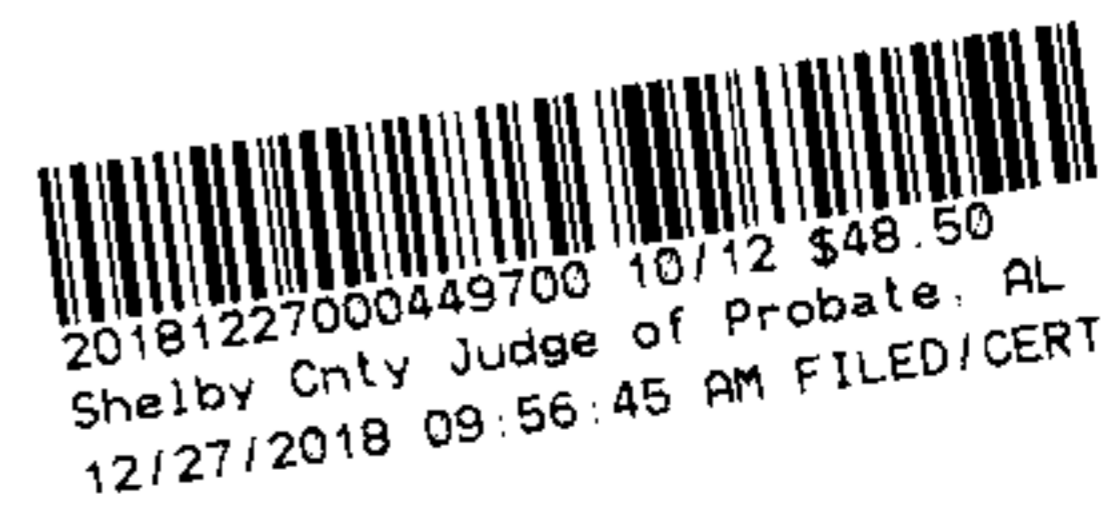


EXHIBIT "C"
("Survey")

See attached.

