

Prepared by and when recorded  
return to:

Authentic Building Co. LLC  
PO Box 536  
Helena, AL 35880  
Brett Winford

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made this 29th day of January, 2019, by and between **Springdale Stores Exchange, LLC and Delaney Exchange, LLC** (hereinafter collectively referred to as "Delaney"), and Authentic Building Company, LLC (hereinafter referred to as "B").

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### WITNESSETH:

WHEREAS, Delaney is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Delaney Tract"); and


WHEREAS, B is the owner of that certain tract or parcel of land contiguous to the Delaney Tract and lying and being in the same County and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "B Tract" (The Delaney Tract and the B Tract being collectively referred to herein as the "Tracts," or individually as a "Tract")); and

WHEREAS, Delaney and B desire to establish certain easements and rights benefiting and burdening the Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Delaney and B do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate and transfer the benefits, burdens and rights granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns, subject to the restrictions or obligations set forth herein.

Shelby County, AL 02/06/2019  
State of Alabama  
Deed Tax: \$.50

  
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1. Easements.

(A). Delaney hereby grants and conveys to B, for the benefit of and as an appurtenance to the B Tract, two separate non-exclusive, perpetual forty (40) foot wide easements over, upon, across and through those portions of the easement areas identified, depicted and/or described in Exhibit "C" attached hereto and made a part hereof by this reference (the "Easement Areas"), and located on the Delaney Tract, for the express and sole purpose of driveways for residential vehicular ingress and egress access (and no commercial access) to and from the B Tract, together with the right of maintaining and repairing those portions of the Easement Areas located on the Delaney Tract.

(B). B hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, those portions of the Easement Areas whether located on the B Tract or the Delaney Tract.

(C). Delaney and B do further agree that no party hereto shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier with respect to the Easement Areas of the Delaney Tract or the B Tract, or in any manner interfere with or restrict the full and complete use and enjoyment by any party of the easements granted herein without the prior written consent of the other. This Agreement does not dedicate the easements created herein to the general public, nor does this Agreement restrict the use and development of the Delaney Tract or the B Tract except as stated herein. It is the intent of this Agreement to grant easements over the Easement Areas without limiting the right of Delaney and of B to alter, demolish, redevelop or, subject to the provisions of this Paragraph 2, improve the remainder of each Tract unless expressly stated herein to the contrary.


3. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Easement Areas or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business or operations being conducted on the surrounding land as is reasonably practicable. Each party shall further indemnify the other and hold the other harmless (including posting bond if required) from and against any materialman's or mechanic's liens that may be caused by a party to attach to the other party's Tract by virtue of any work being performed by the causing party upon the Easement Areas.

4. Insurance and Indemnification. B shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to any use or operation regarding the Easement Areas with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and Delaney shall be an additional insured under such policy. Such insurance shall be procured from

a company licensed in the State of Alabama. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, B shall provide a certificate of such insurance coverage to Delaney. B shall indemnify and hold Delaney harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by Delaney in connection with the exercise by B of its easements and rights created herein, except to the extent caused by the negligence or willful act of Delaney, its employees, tenants, contractors, agents or licensees.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law, binding upon the parties hereto and their successors, heirs and assigns, unless and until such time as the owners of the Tracts shall mutually agree to terminate the rights or obligations set forth hereby.

6. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns. Time is of the essence of this Agreement.

  
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IN WITNESS WHEREOF, Delaney and B have set their hands and seals as of the day,  
month and year first above written.

DELANEY: SPRINGdale STONES EXCHANGE, LLC  
and Acutevay EXCHANGE, LLC  
Alpharetta Limited Liability Companies

By: Robert S. Frost  
Title: Robert S. Frost, Managing Member  
and  
Robert S. Frost  
Title: Robert S. Frost, Managing Member


(CORPORATE SEAL)

B: Authentic Building Co. LLC

a \_\_\_\_\_  
By: [Signature]  
Title: Brett Winford, managing member

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

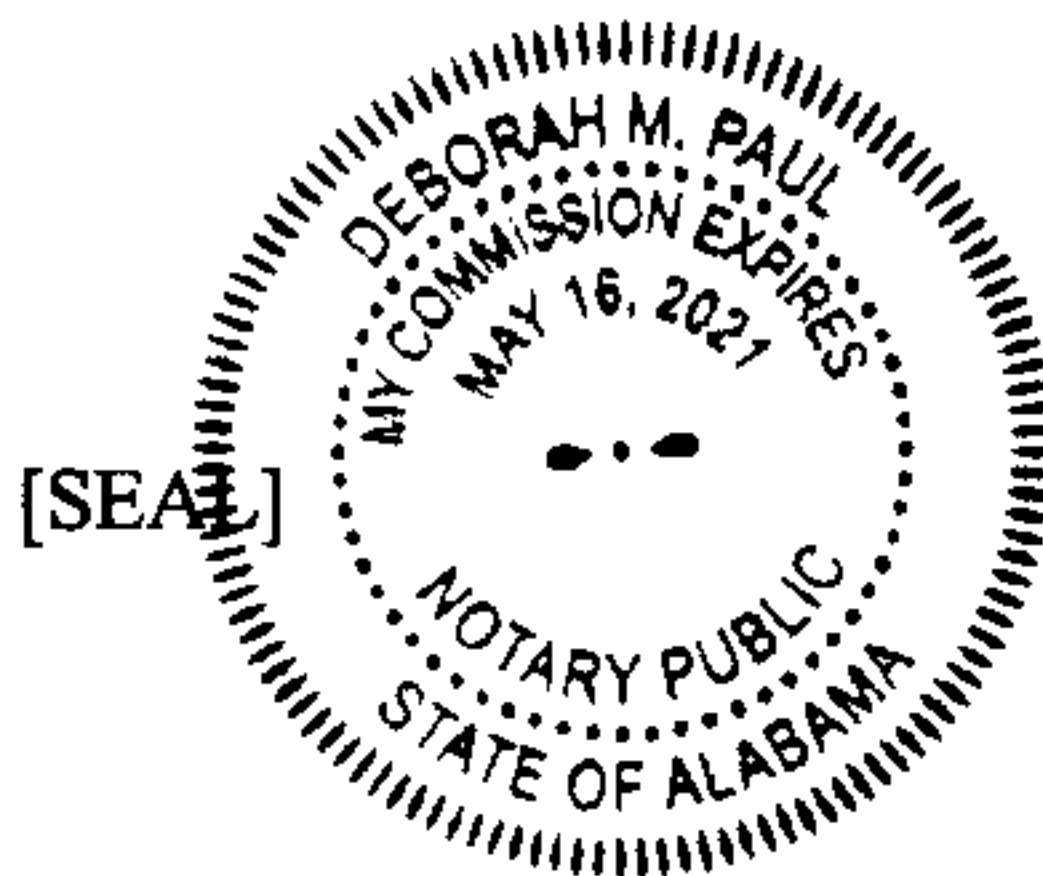
  
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STATE OF ALABAMA  
MOBILE COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that, Robert S. Frost, whose name as Managing Member of Swingline Stoves Exchange, LLC d/b/a Swingline Stoves, LLC, an Alabama 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand on this the 30<sup>th</sup> day of January, 2019.

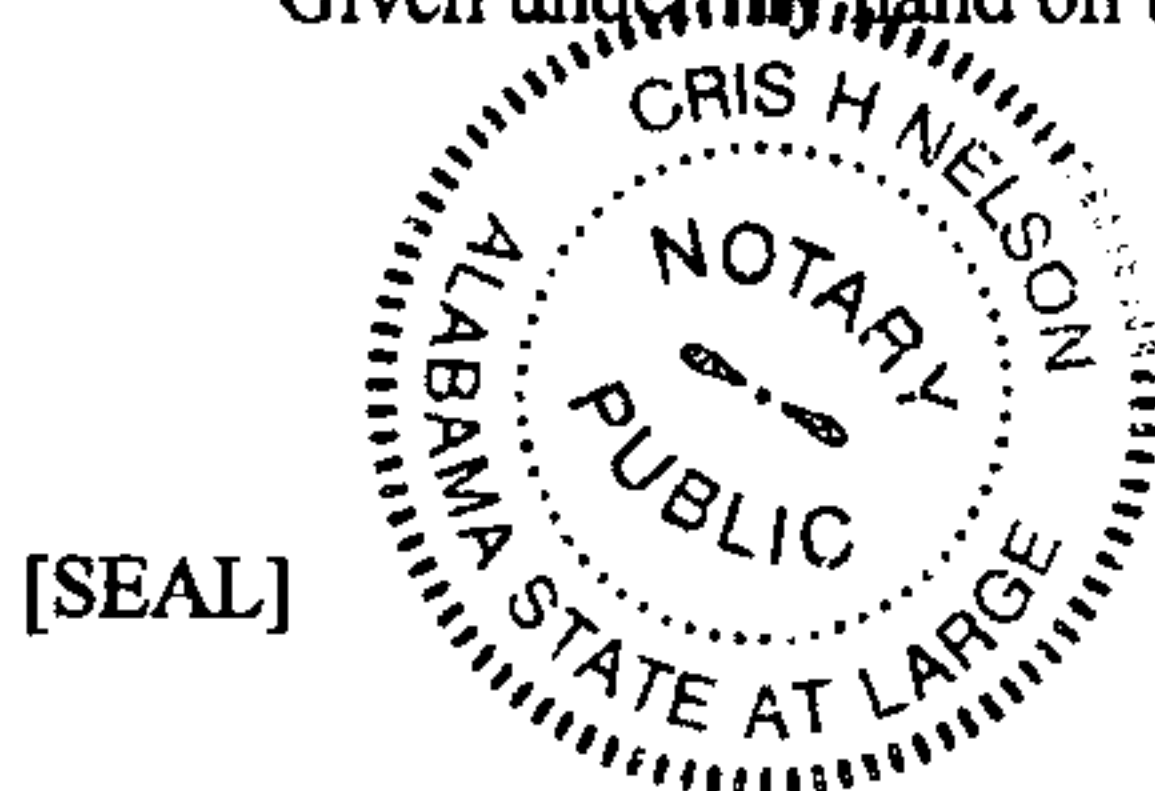


Deborah M. Paul  
Notary Public  
My Commission Expires: 5-16-2021

STATE OF ALABAMA  
MOBILE COUNTY  
Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that, Brett Winford, whose name as member of Authentic Building Company LLC, an Alabama 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 the instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand on this the 29<sup>th</sup> day of January, 2019.



Cris H. Nelson  
Notary Public  
My Commission Expires: 6/20/21

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EXHIBIT "A"

Legal Description of Delaney Tract:

Parcel # 12 7 26 0 000 003.000

More Particularly described as a portion of the above parcel lying South of Ballantrae Club Drive in the SE ¼ of the NE ¼ of Section 26 TWP 20S RNG 2W. Shelby County, AL



  
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EXHIBIT "B"

**Legal Description of B Tract:**

NE ¼ of SE ¼, Section 26 TWP 20, RNG 2 West; and SE ¼ of SE ¼, Section 26, TWP 20, RNG 2 West;  
except 10 Acres off West side thereof; Less ROW for Shelby County HWY 331  
Containing 69 Acres More or less in Shelby County, AL

  
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## EXHIBIT C

A 40' Wide Ingress/Egress Easement, lying 20' either side of and parallel to the following described centerline:

Commence at the NW Corner of the NE 1/4 of the SE 1/4 of Section 26, Township 20 South, Range 2 West, Shelby County, Alabama; thence N89°51'09"E for a distance of 343.40' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N00°00'00" W for a distance of 25.53' to the Southerly R.O.W. line of Ballantrae Club Road and the POINT OF ENDING OF SAID CENTERLINE.

AND

A 40' Wide Ingress/Egress Easement, lying 20' either side of and parallel to the following described centerline:

Commence at the NW Corner of the NE 1/4 of the SE 1/4 of Section 26, Township 20 South, Range 2 West, Shelby County, Alabama; thence N89°51'09"E for a distance of 989.15' to the POINT OF BEGINNING OF SAID CENTERLINE; thence N00°00'00" W for a distance of 9.88' to the Southerly R.O.W. line of Ballantrae Club Road and the POINT OF ENDING OF SAID CENTERLINE.



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