

Instrument Prepared By:
QuikTrip Corporation
952 Old Peachtree Road NW
Lawrenceville, GA 30043-3306

STATE OF ALABAMA
COUNTY OF SHELBY



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Store #7171

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 1st day of January, 2020, by and between Mike and Patsy Ballard, husband and wife ("Grantor"), and QUIKTRIP CORPORATION, an Oklahoma corporation ("QuikTrip").

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain tract of land described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the "Grantor Property"; and

WHEREAS, QuikTrip is the fee owner of that certain tract of land described in Exhibit B, attached hereto and incorporated herein, said property being hereinafter referred to as the "QuikTrip Property" (the QuikTrip Property and the Grantor Property are sometimes individually referred to herein as a "Parcel"); and

WHEREAS, Grantor intends to grant to QuikTrip and the QuikTrip Property a sanitary sewer easement over, under, across, and upon those portions of the Grantor Property as shown and described on Exhibit C, for the installation, use, maintenance, replacement and repair of such sanitary sewer line located or to be located within the sanitary sewer easement area; and

WHEREAS, Grantor and QuikTrip wish to provide for the allocation of certain cost and expenses which will be incurred in the development of the respective Parcels; and


WHEREAS, the continued use and maintenance of sanitary sewer easement granted and reserved herein will be beneficial to the Grantor Property and the QuikTrip Property.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agrees as follows:

1. Grant of Easements by Grantor for the benefit of QuikTrip and the QuikTrip Property. Grantor hereby grants, bargains, sells and conveys to QuikTrip the following easement for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's invitees, customers, employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:

1.1 Sanitary Sewer Easement. A perpetual, non-exclusive easement (the "Sewer Easement") over, across, upon and under the area shown and labeled as the "QuikTrip Sewer Easement" on Exhibit C attached hereto, for the purpose of installing, using, maintaining, repairing and replacing sewer lines and other related improvements (the "Sewer Improvements") located or to be located within the Sewer Easement. Upon dedication to and acceptance by the City of Calera or other appropriate governmental entity of the Sewer Improvements the Sewer Easement shall automatically terminate. Grantor shall cooperate with QuikTrip in the granting of such Sewer Improvements to the City of Calera or other appropriate governmental entity.

2. Cost and Expenses for Construction of Certain Improvements.

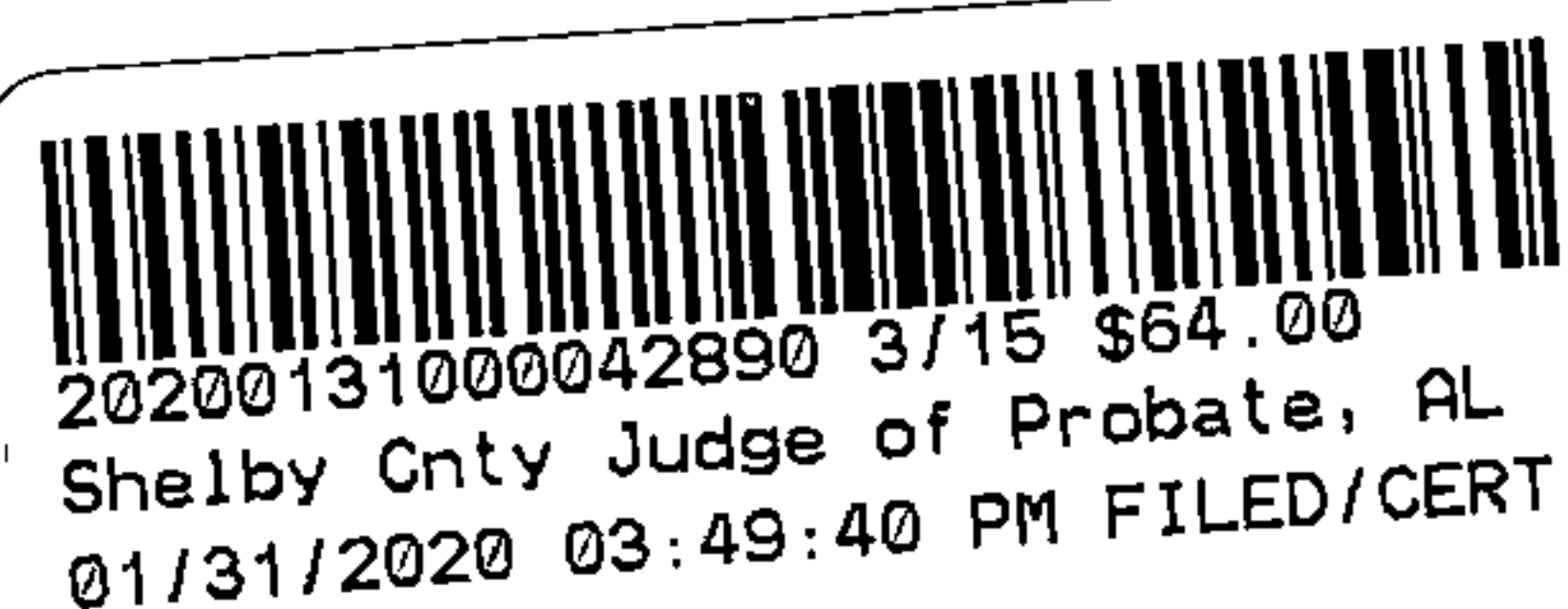

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2.1 Initial Construction of Certain Improvements. QuikTrip, as part of QuikTrip's development of the QuikTrip Property and at QuikTrip's sole cost and expense, shall construct the Sewer Improvements.

2.2 Responsibility for Costs and Expenses of Maintenance after Completion of Initial Construction. Each of the Owners agrees to maintain in good condition and working order all of the facilities located on any portion of such Owner's Parcel, at such Owner's expense, except as follows:

QuikTrip, at QuikTrip's sole cost and expense, shall be responsible for maintaining, repairing and replacing all Sewer Improvements located within the Sewer Easement. Any alterations to such Sewer Improvements requested or desired by Grantor shall require QuikTrip's prior written approval. The Sewer Improvements located within the Sewer Easement shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of both QuikTrip and Grantor, such consent to not be unreasonably withheld so long as the proposed modifications would not materially impair or impede the use of the Sewer Easement by either party.

2.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien effecting another Owner's Parcel arising from or relating to such work, provided, that, in the event that an Owner has a good faith dispute with any such lien (the "Disputing Owner"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture or loss or a lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another



Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

2.4 Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work.

3. Legal Descriptions. QuikTrip and Grantor agree that any party hereto may, at its sole cost and expense, have prepared by an Alabama registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of replacing the depictions attached to this Agreement. Upon the completion of such descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed.


4. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

5. Time of the Essence. Time is of the essence of this Agreement.

6. Ownership.

6.1 Warranty of Title. Grantor covenants and warrants that it is the owner in fee simple of the Grantor Property and that it has a good and lawful right to convey these easements unto QuikTrip. Grantor and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto QuikTrip, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor.

6.2 Subordination of Liens. Grantor hereto agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon Grantor's Property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, Grantor shall secure a subordination agreement from the holder thereof which shall be recorded in conjunction herewith.


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7. Amendment. QuikTrip and Grantor hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to any person, entity or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Grantor and QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to the appropriate governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any obligations, duties, indemnities, liabilities and responsibilities created by this Agreement. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Grantor Property, and the QuikTrip Property and shall run with title to, and be appurtenant to, such Parcels.

11. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal

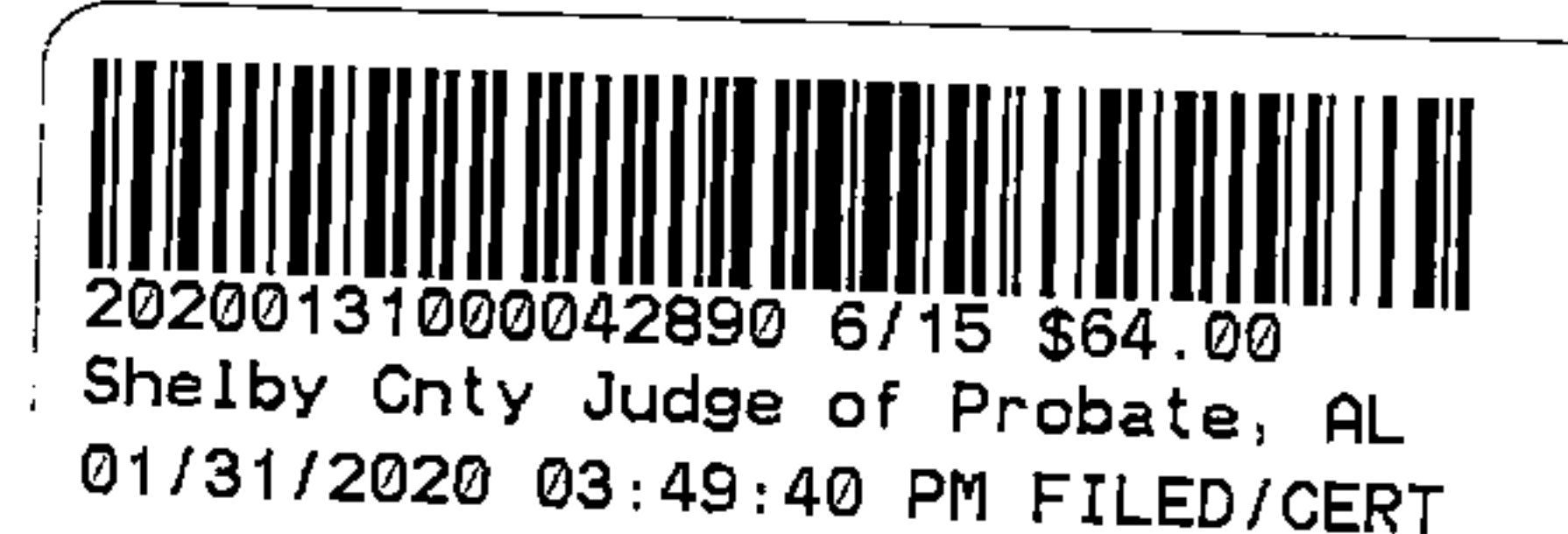
delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

GRANTOR:

**Mike and Patsy Ballard
12268 Lavender Hill Road
Moundville, Alabama 35474
Attn: Mike McKee**

QUIKTRIP:

QuikTrip Corporation
952 Old Peachtree Road NW
Lawrenceville, GA 30043-3306
Attn: Director of Real Estate



with a copy to:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101
or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: General Counsel

12. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. If the failure to perform or breach is regarding the maintenance of Easements and such maintenance cannot reasonably be performed within a thirty-day period, then the non-defaulting Owner(s) shall have the right to perform the maintenance (even if such work must be undertaken on the defaulting Owner's Parcel) after a reasonable amount of time has passed after notifying the defaulting Owner, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on

any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by the laws of the State of Alabama for such obligations. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

13. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

14. Reservation of Rights. Grantor and QuikTrip each reserve the right to use the area of the easements created hereby in any manner which is consistent with the easement rights set forth in this Agreement, including without limitation, the right to install signage in such easement areas to the extent such signage does not conflict with any of the rights, covenants or restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR:

Mike Ballard and Patsy Ballard

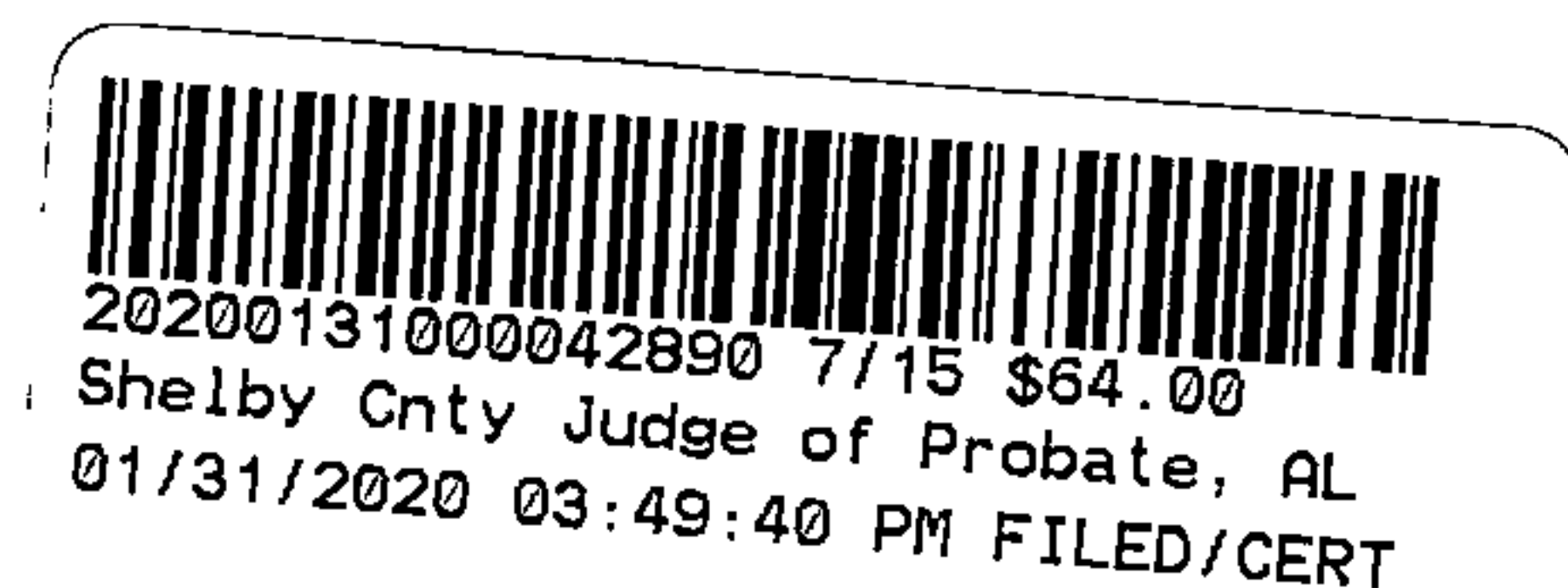
By: Mike Ballard
Mike Ballard

By: Patsy Ballard
Patsy Ballard

QUIKTRIP:

QUIKTRIP CORPORATION

By: _____
Joe Faust, Director of Real Estate



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GRANTOR:

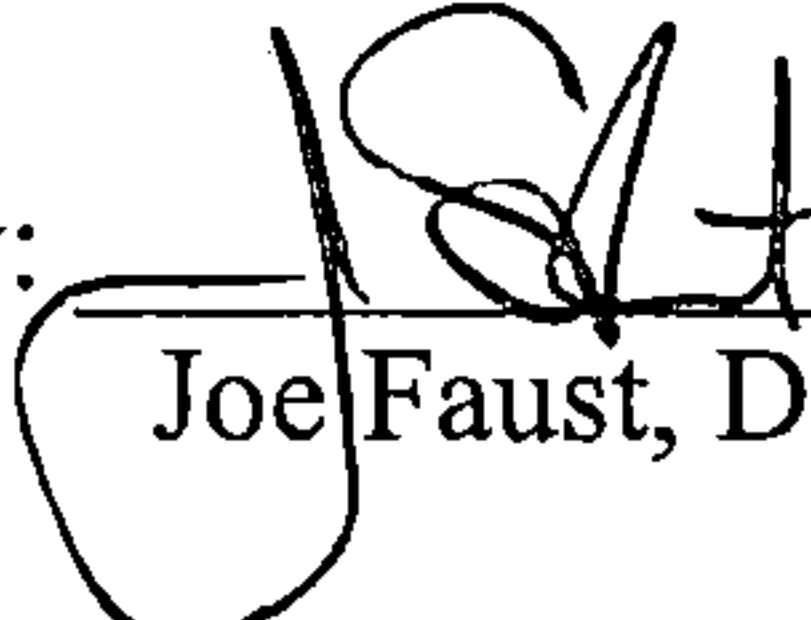
Mike Ballard and Patsy Ballard

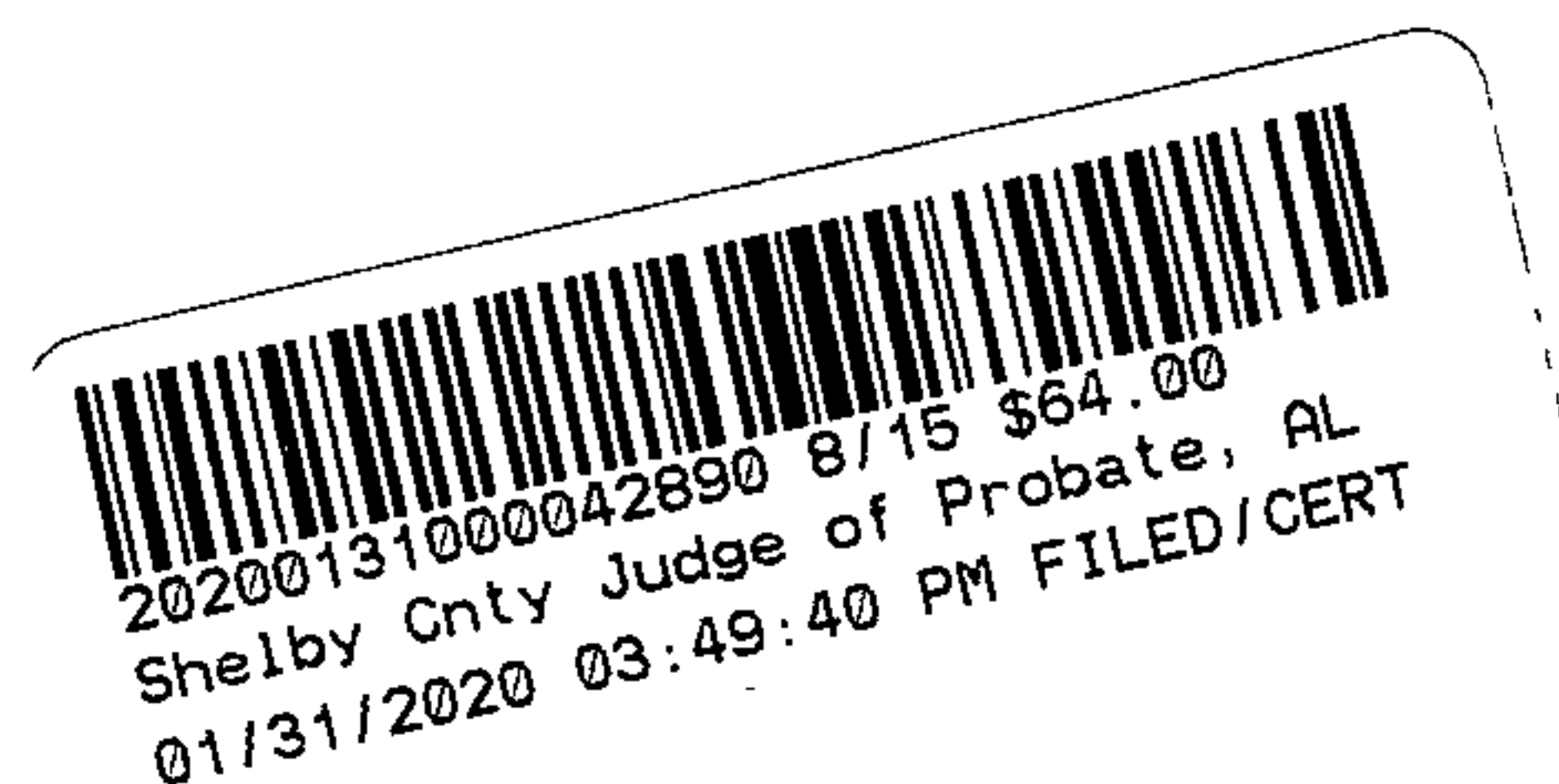
By: _____
Mike Ballard

By: _____
Patsy Ballard

QUIKTRIP:

QUIKTRIP CORPORATION

By:  _____
Joe Faust, Director of Real Estate



STATE OF ALABAMA)
)
COUNTY OF ~~SHELBY~~ HALE) ss.

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mike Ballard and Patsy Ballard, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 13th day of January, 201~~9~~²⁰.

(SEAL)

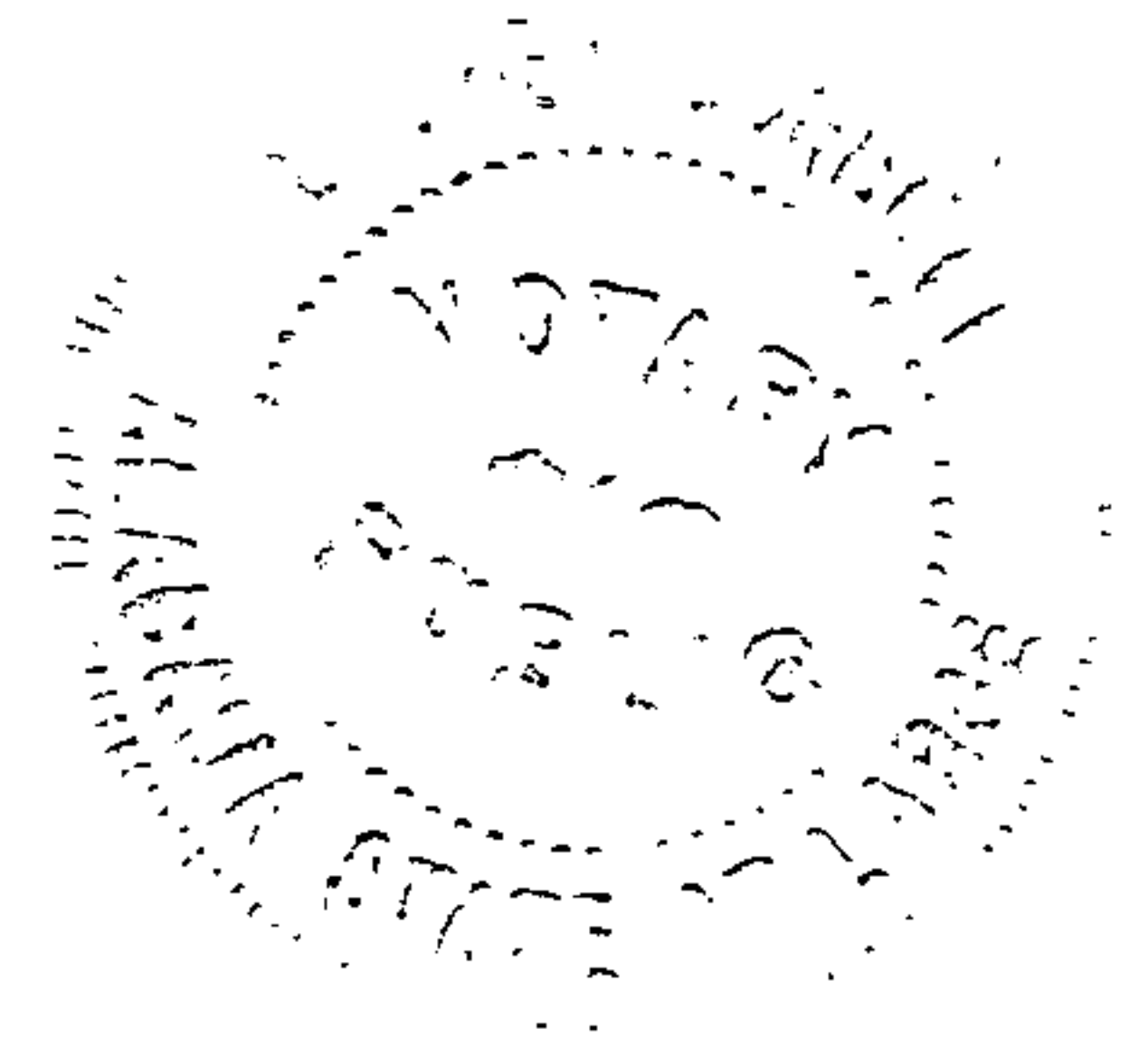
Loen Conhito

Notary Public

My commission expires: 01/10/2021

My commission expires:

01/10/2021



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Exhibit A
"Grantor Property"

LOT 11-C-1, according to the Resurvey of Lot 11C of Calera South Industrial Park, as recorded in Map Book 35 page 68 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



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Exhibit B
“QuikTrip Property”

A parcel of land situated in the Southwest 1/4 of the Southeast 1/4 of Section 4, Township 22 South, Range 2 West, and the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Beginning at a found 1/2 inch rebar lying on the Northerly end of the mitered intersection of the Westerly Right of Way of Highway 84 (having a Variable Right of Way) and the Northerly Right of Way of Anglewood Lane (having a Prescriptive Right of Way); thence run along the Northerly Right of Way of Anglewood Lane South 61 degrees 05 minutes 10 seconds West for a distance of 55.64 feet to a found 1/2 inch rebar, said rebar also lying on a curve to the left, said curve having a radius of 247.78 feet, a central angle of 02 degrees 55 minutes 06 seconds, a chord bearing of North 77 degrees 47 minutes 46 seconds West, and a chord distance of 12.62 feet; thence run along the arc of said curve and said Right of Way for a distance of 12.62 feet to a point, said point also lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 04 degrees 39 minutes 43 seconds, a chord bearing of North 76 degrees 30 minutes 19 seconds West, and a chord distance of 47.94 feet; thence run along the arc of said curve and said Right of Way for a distance of 47.95 feet to a point, said point lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 00 degrees 46 minutes 57 seconds, a chord bearing of North 79 degrees 13 minutes 39 seconds West, and a chord distance of 8.05 feet; thence run along the arc of said curve and said Right of Way for a distance of 8.05 feet to a point, said point also lying on a curve to the left, said curve having a radius of 589.37 feet, a central angle of 04 degrees 10 minutes 23 seconds, a chord bearing of North 81 degrees 42 minutes 18 seconds West, and a chord distance of 42.92 feet; thence run along the arc of said curve and said Right of Way for a distance of 42.92 feet to a point, said point also lying on a curve to the left, said curve having a radius of 328.88 feet, a central angle of 18 degrees 05 minutes 29 seconds, a chord bearing of South 88 degrees 24 minutes 51 seconds West, and a chord distance of 103.42 feet; thence run along the arc of said curve and said Right of Way for a distance of 103.85 feet to a point, said point lying on a curve to the right, said curve having a radius of 877.28 feet, a central angle of 02 degrees 08 minutes 45 seconds, a chord bearing of South 82 degrees 16 minutes 06 seconds West, and a chord distance of 32.85 feet; thence run along the arc of said curve and said Right of Way for a distance of 32.86 feet to a point, said point lying on a curve to the right, said curve having a radius of 877.28 feet, a central angle of 04 degrees 20 minutes 38 seconds, a chord bearing of South 85 degrees 30 minutes 48 seconds West, and a chord distance of 66.49 feet; thence run along the arc of said curve and said Right of Way for a distance of 66.51 feet to a point, said point lying on a curve to the right, said curve having a radius of 189.39 feet, a central angle of 15 degrees 34 minutes 42 seconds, a chord bearing of North 83 degrees 53 minutes 32 seconds West, and a chord distance of 51.34 feet; thence run along the arc of said curve and said Right of Way for a distance of 51.50 feet to a point, said point lying on a curve to the right, said curve having a radius of 189.39 feet, a central angle of 14 degrees 13 minutes 01 seconds, a chord bearing of North 68 degrees 59 minutes 41 seconds West, and a chord distance of 46.87 feet; thence run along the arc of said curve and said Right of Way for a distance of

46.99 feet to a point, said point also lying on a curve to the right, said curve having a radius of 354.99 feet, a central angle of 12 degrees 47 minutes 11 seconds, a chord bearing of North 54 degrees 52 minutes 18 seconds West, and a chord distance of 79.06 feet; thence run along the arc of said curve and said Right of Way for a distance of 79.22 feet to a point; thence leaving the Northerly Right of Way of Anglewood Lane run North 00 degrees 21 minutes 03 seconds West for a distance of 1214.93 feet to found 3/8 inch rebar lying on the Southerly Right of Way of Highway 84 (having a 80' Public R/W at this point); thence run North 81 degrees 53 minutes 19 seconds East along said Right of Way for a distance of 181.91 feet to a point, said point lying on a curve to the right, said curve having a radius of 249.65 feet, a central angle of 57 degrees 42 minutes 43 seconds, a chord bearing of South 69 degrees 15 minutes 23 seconds East, and a chord distance of 240.97; thence run along the arc of said curve and said Right of Way for a distance of 251.46 feet to point; thence run South 23 degrees 21 minutes 26 seconds East along Highway 84 (having a Variable Width Public R/W at this point) for a distance of 90.70 feet to a found 1/2 inch rebar; thence run South 09 degrees 43 minutes 26 seconds East for a distance of 122.96 feet to a found 1/2 inch rebar, said point lying on a curve to the right, said curve having a radius of 440.00 feet, a central angle of 30 degrees 46 minutes 15 seconds, a chord bearing of South 01 degrees 19 minutes 14 seconds East, and a chord distance of 233.47 feet; thence run along the arc of said curve and said Right of Way for a distance of 236.30 feet to a found 1/2 inch rebar; thence run South 14 degrees 01 minutes 25 seconds West for a distance of 307.12 feet to a found 1/2 inch rebar, said point lying on a curve to the left, said curve having a radius of 200.00 feet, a central angle of 91 degrees 56 minutes 17 seconds, a chord bearing of South 31 degrees 56 minutes 13 seconds East, and a chord distance of 287.59 feet; thence run along the arc of said curve and said Right of Way for a distance of 320.92 feet to a found PK nail; thence run South 28 degrees 34 minutes 31 seconds East for a distance of 45.03 feet to a found PK nail; thence run South 12 degrees 02 minutes 37 seconds West for a distance of 189.97 feet to the POINT OF BEGINNING. Said parcel contains 581,478 Square Feet or 13.347 Acres.

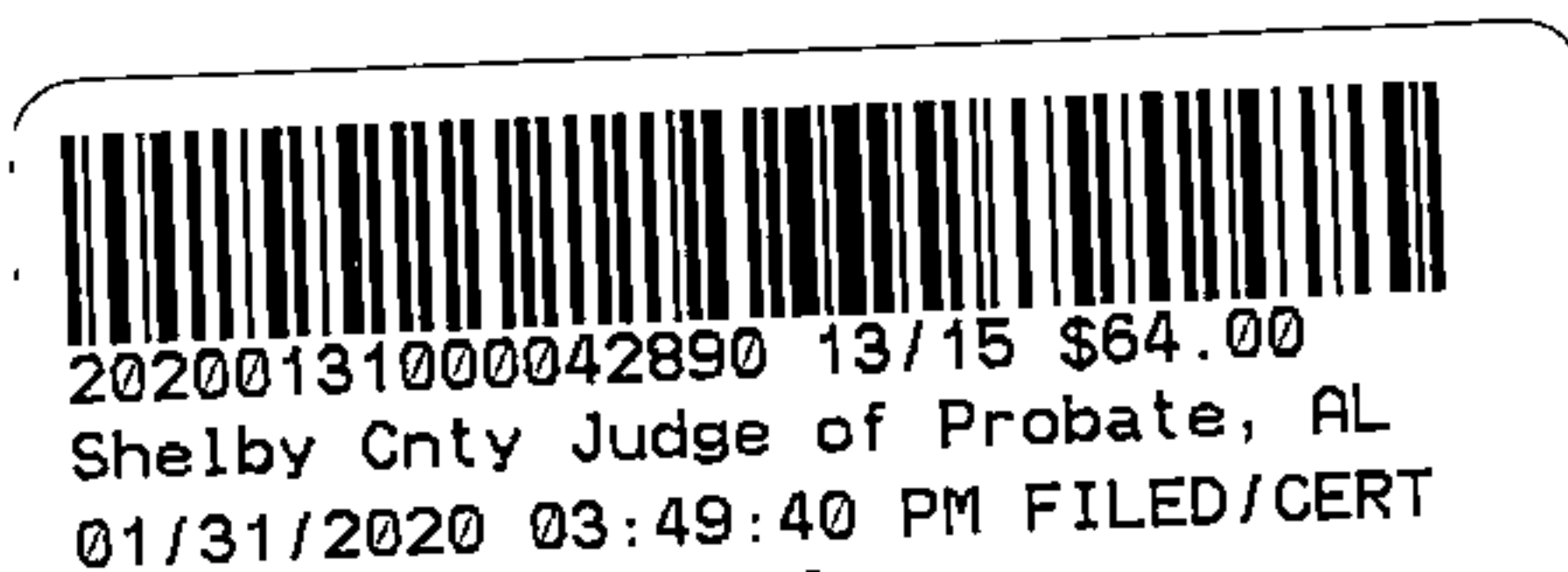


Exhibit C
"Sewer Easement Depiction and Legal Description"

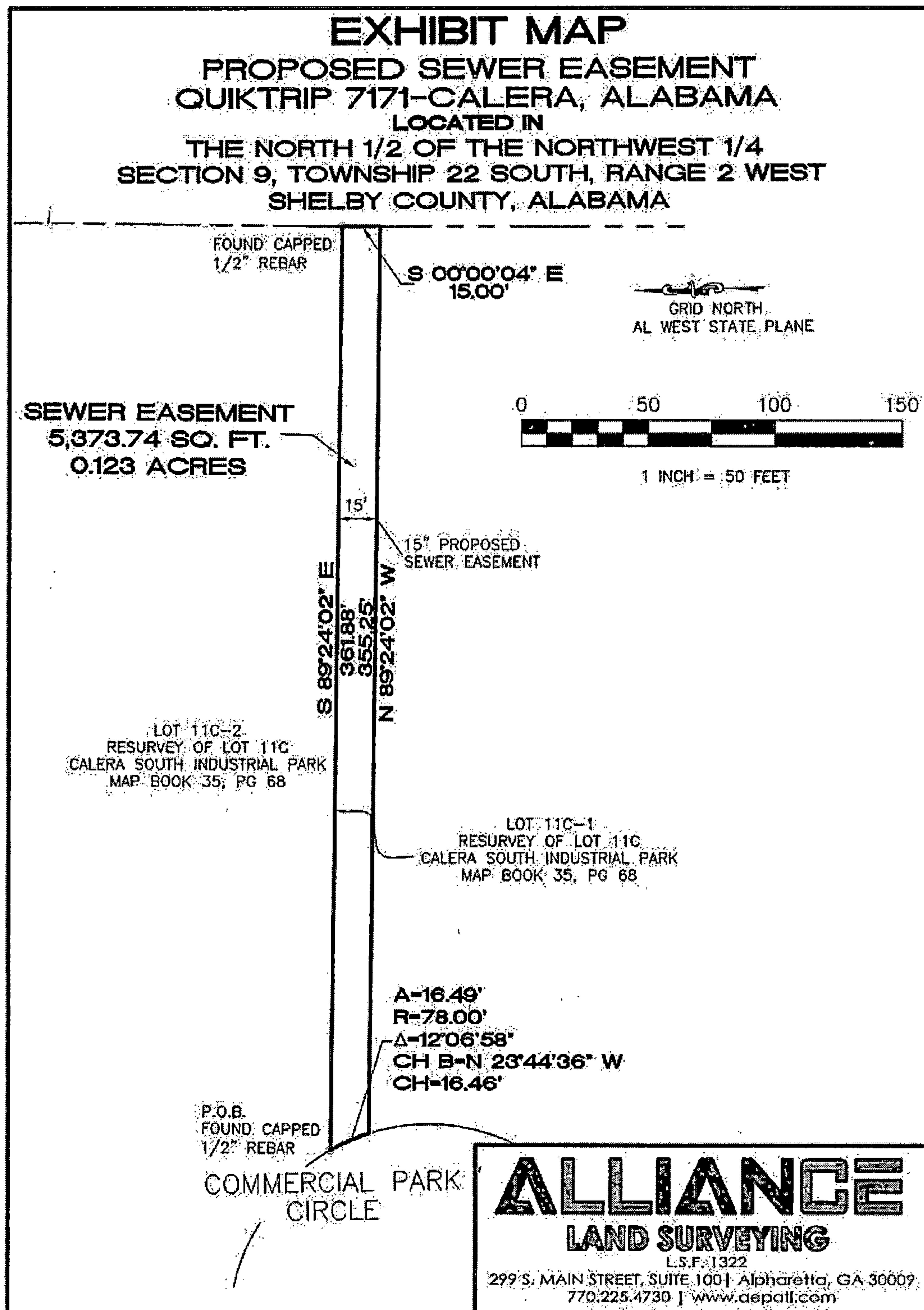


Exhibit C
Sanitary Sewer Legal Description

An easement over and across a parcel of land known as Lot 11C-1 according to that resurvey of Lot 11C Calera South Industrial Park as recorded in Map Book 35, Page 68 in the Shelby County Probate Court Office and being more particularly described as follows:

Begin at a found 1/2 inch rebar marking the Southwest corner of Lot 11C-2 of said resurvey of Lot 11C, said point also being the Northwest corner of Lot 11C-1; thence run South 89 degrees 24 minutes 02 seconds East along the line between said lots for a distance of 361.88 feet to a found 1/2 inch rebar; thence leaving said lot line run South 00 degrees 00 minutes 04 seconds East along the Easterly line of the aforementioned Lot 11C-1 for a distance of 15.00 feet to a point; thence leaving said Easterly line run North 89 degrees 24 minutes 02 seconds West along a line lying 15 feet south of and parallel with the dividing line between the aforementioned Lot 11C-1 and 11C-2 for a distance of 355.25 feet to a point, said point lying on the right of way of Commercial Park Circle, said point lying on a curve to the left, said curve having a radius of 78.00 feet, a central angle of 12 degrees 06 minutes 58 seconds, a chord bearing of North 23 degrees 44 minutes 36 seconds West, and a chord distance of 16.46 feet; thence run along the arc of said curve and said Right of Way for a distance of 16.49 feet to the POINT OF BEGINNING. Said easement contains 5,373.74 Square Feet or 0.123 Acres.

