

CROSS-ACCESS EASEMENT AGREEMENT

RECORDED FOR THE BENEFIT OF
OF THE OWNERS OF REAL PROPERTY WITH THE CORPORATE LIMITS OF THE
CITY OF PELHAM, ALABAMA

PREPARED BY:
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1819 5th Avenue North
Birmingham, Alabama 35203

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CROSS-ACCESS EASEMENT AGREEMENT

THIS CROSS-ACCESS EASEMENT AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE _____ DAY OF AUGUST, 2020, BY **CLAYTON ENTERPRISES, LLC**, AN ALABAMA LIMITED LIABILITY COMPANY ("GRANTOR"), IN FAVOR OF Hoagland LLC D.B.A Safe-Dry LLC, AN ALABAMA LIMITED LIABILITY COMPANY ("GRANTEE")

RECITALS

WHEREAS, GRANTOR IS THE OWNER OF CERTAIN REAL PROPERTY LOCATED IN SHELBY COUNTY, ALABAMA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO ("THE GRANTOR'S PROPERTY")

WHEREAS, GRANTOR HAS BARGAINED, SOLD, TRANSFERRED AND CONVEYED UNTO GRANTEE BY THE CERTAIN STATUTORY WARRANTY DEED DATED THIS DATE AND RECORDED AS INSTRUMENT # 20190805000280370 - IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY ALABAMA, THE CERTAIN REAL PROPERTY ADJACENT TO THE GRANTOR'S PROPERTY AND MORE PARTICULARLY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO (THE GRANTEE'S PROPERTY).

WHEREAS THE SOUTH EASTERLY BOUNDARY OF LOT 3A AND 2A HAVE ALREADY IN EXISTENCE A CROSS-ACCESS EASEMENT AGREEMENT AS RECORDED IN INSTRUMENT # 20190404000109980 AND SHALL BE PERPETUAL. AGREEMENT STIPULATIONS SHALL BE UNDERTAKEN AND UPHOLD.

WHEREAS, THE PARTIES HERETO DESIRE TO ACQUIRE AND CREATE AN EASEMENT OVER A PORTION OF THEIR RESPECTIVE PROPERTIES FOR THE PURPOSE OF PROVIDING INGRESS / EGRESS TO AND FROM THE GRANTOR'S AND GRANTEE'S PROPERTY.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

1. GRANT OF EASEMENT – GRANTOR DOES HEREBY ESTABLISH AND CREATE FOR THE BENEFIT OF GRANTEE AND ITS SUCCESSORS, ASSIGNS, AGENTS, INVIGTEES, LICENSEES, EMPLOYEES, CONTRACTORS, AND MORTGAGEES AND DOES HEREBY GIVE, GRANT, AND CONVEY TO GRANTEE A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT IN, ON, ACROSS, ALONG, OVER, AND THROUGH THAT PORTION OF GRANTOR'S PROPERTY THAT ARE ASPHALT /

CONCRETE DRIVES WHICH ACCESS APPLGATE COURT AS SHOWN ON MAP ATTACHED HERE TO AS EXHIBIT " C" (THE "MAP") SURVEY OF LOT 3A FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS, AND EGRESS BY GRANTEE AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTRACTORS, AND MORTGAGEEES, IN AND TO THE GRANTEE'S PROPERTY. NO PORTIONS OF GRANTOR'S PROPERTY THAT DO NOT CONSTITUTE ASPHALT / CONCRETE DRIVES, INCLUDING WITHOUT LIMITATION PARKING AREAS AND OTHER AREAS THAT DO NOT ACCESS APPLGATE COURT SHALL NOT BE INCLUDED, ARE SPECIFICATLLY EXCLUDED FROM THE EEASEMENT CREATED BY THIS AGREEMENT.

LIKEWISE, GRANTEE DOES HEREBY ESTABLISH AND CREATE FOR THE BENEFIT OF GRANTOR AND ITS SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTACTORS, AND MORTGAGEES EXCLUSIVE EASEMENT IN, ON, ACROSS, ALONG, OVER, AND THROUGH THAT PORTION OF GRANTEE'S PROPERTY THAT ARE ASPHALT / CONCRETE DRIVES WITHIN WHICH ACCESS APPLGATE COURT AS SHOWN ON THE MAP FOR PEDESTRAIN AND VEHICLE ACCESS, INGRESS, AND EGRESS BY GRANTOR AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, INVITEES, LICENSEES, EMPLOYEES, CONTACTORS, AND MORTGAGEES, IN AND TO THE GRANTOR'S PROPERTY. NO PORTION OF GRANTEE'S PROPERTY THAT DO NOT CONSTITUTE ASPHALT / CONCRETE DRIVES, INCLUDING WITHOUT LIMITATION PARKING AREAS AND OTHER AREAS THAT DO NOT ACCESS APPLGATE COURT SHALL NOT BE INCLUDED, ARE SPECIFICALLY EXCLUDED FROM THE EASEMENT CREATED BY THIS AGREEMENT.

GRANTOR AND GRANTEE FURTHER COVENANT AND AGREE, EACH TO THE OTHER, THAT THERE SHALL BE NO CONSTRUCTION, LOCATION, DEVELOPMENT, AND MAINTENANCE OF ANY IMPROVEMENT, LANDSCAPING, OR BEAUTIFICATION ON THE PORTIONS OF EITHER THE GRANTOR'S OR GRANTEE'S PROPERTY AFFECTED BY THE EASEMENT CREATED HEREBY, WHICH WOULD INTERFERE WITH, OBSTRUCT, OR FRUSTRATE THE PURPOSE OF THE EASEMENT RSRVED BY THIS AGREEMENT.

2. EASEMENTS AS ENCUMBRANCE – THE EASEMENTS CREATED BY THIS AGREEMENT SHALL BURDEN AND BENEFIT THE RESPECTIVE PROPERTIES DESCRIBED HEREIN AND SHALL RUN WITH THE LAND UNTIL EXPRESSLY TERMINATED BY WRITTEN AGREEMNT BETWEEN THE PARTIES HERETO, OR THEIR SUCCESSORS IN INTEREST OR ASSIGNS.

3. NOT A PUBLIC DEDICATION: OWNERSHIP AND CONTROL - NOTHING HEREIN CONTAINED SHALL BE DEEMED TO BE A GIFT OR DEDICATION OF ANY PORTION OF THE GRANTOR'S OR GRANTEE'S PROPERTY TO THE GENERAL PUBLIC OR FOR THE GENERAL PUBLIC OR FOR ANY PUBLIC USE OR PURPOSE WHATSOEVER, IT BEING THE INTENTION AND UNDERSTANDING OF THE PARTIES HERETO THAT THIS AGREEMENT SHALL BE STRICTLY LIMITED TO AND FOR THE PURPOSE HEREIN EXPRESS OR IMPLIED SHALL CONFER UPON ANY PERSON OR ENTITY, OTHER THAN THE PARTIES HERETO, THEIR RESPECTIVE TENANTS, LICENSEES, INVITEES, SUCCESSORS, AND ASSIGNS, ANY RIGHTS OR REMEDIES UNDER OR BY REASON OF THE AGREEMENT. IN THE CASE OF EACH EASEMENT OR OTHER RIGHT CREATED HEREIN, THE OWNER OF THE BENEFITTED PROPERTY SHALL ACQUIRE ONLY THE LIMITED RIGHTS TO USE THE BURDENED PROPERTY AS SET FORTH HEREIN.

4. MODIFICATION OF AGREEMENT – ANY MODIFICATIONS OF THIS AGREEMENT OR ADDITIONAL OBLIGATION ASSUMED BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT SHALL BE BINDING ONLY IF EVIDENCED BY A DOCUMENT SIGNED BY EACH PARTY AND RECORDED.

5. HEADINGS – THE TITLE TO THE SECTIONS OF THIS AGREEMENT ARE SOLELY FOR THE CONVENIENCE OF THE PARTIES AND SHALL NOT BE USED TO EXPLAIN, MODIFY, SIMPLIFY, OR AID IN THE INTERPRETATION OF THE PROVISIONS OF THIS AGREEMENT.

6. GOVERNING LAW – THIS AGREEMENT SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF ALABAMA.

7. ENTIRE AGREEMENT – THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PARTIES. NO OTHER AGREEMENT OR UNDERSTANDING IS IMPLIED OR

REPRESENTED AND SHALL NOT BE BINDING WITHOUT BOTH PARTIES ACCEPTANCE IN WRITING.

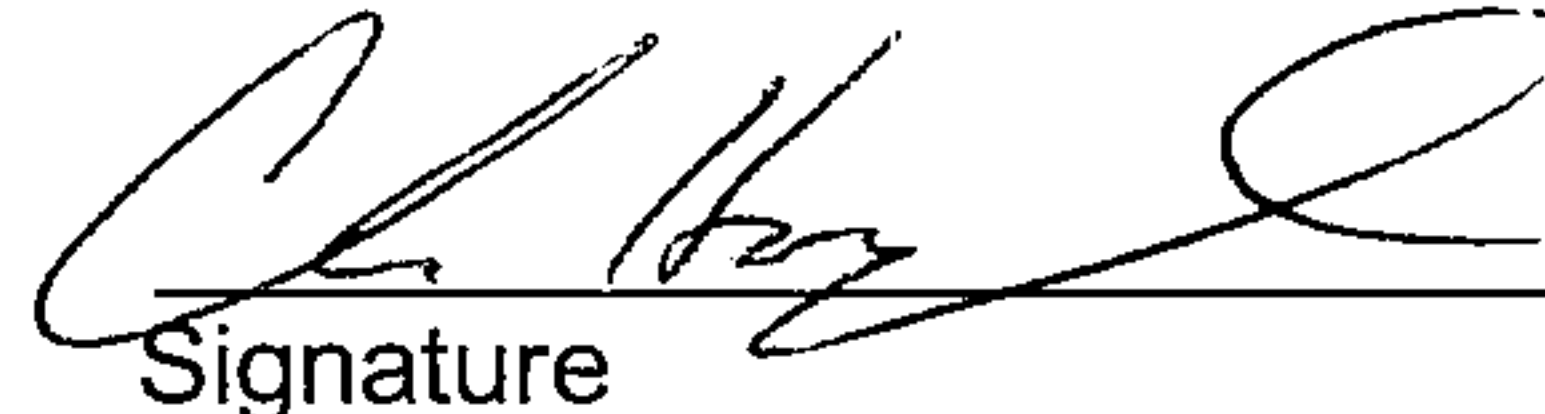
AGREEMENT COVERS LOT 3A (MAP BOOK 36 PAGE 67) AND LOT 4 (MAP BOOK 27 PAGE 23)

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LOT 3A (MAP BOOK 36 PAGE 67)

OWNER'S NAME(S):

Hoagland LLC DBA Safe-De
Print


Signature

8/25/2020
Date

Partner
Title

STATE OF ALABAMA
COUNTY OF Shelby

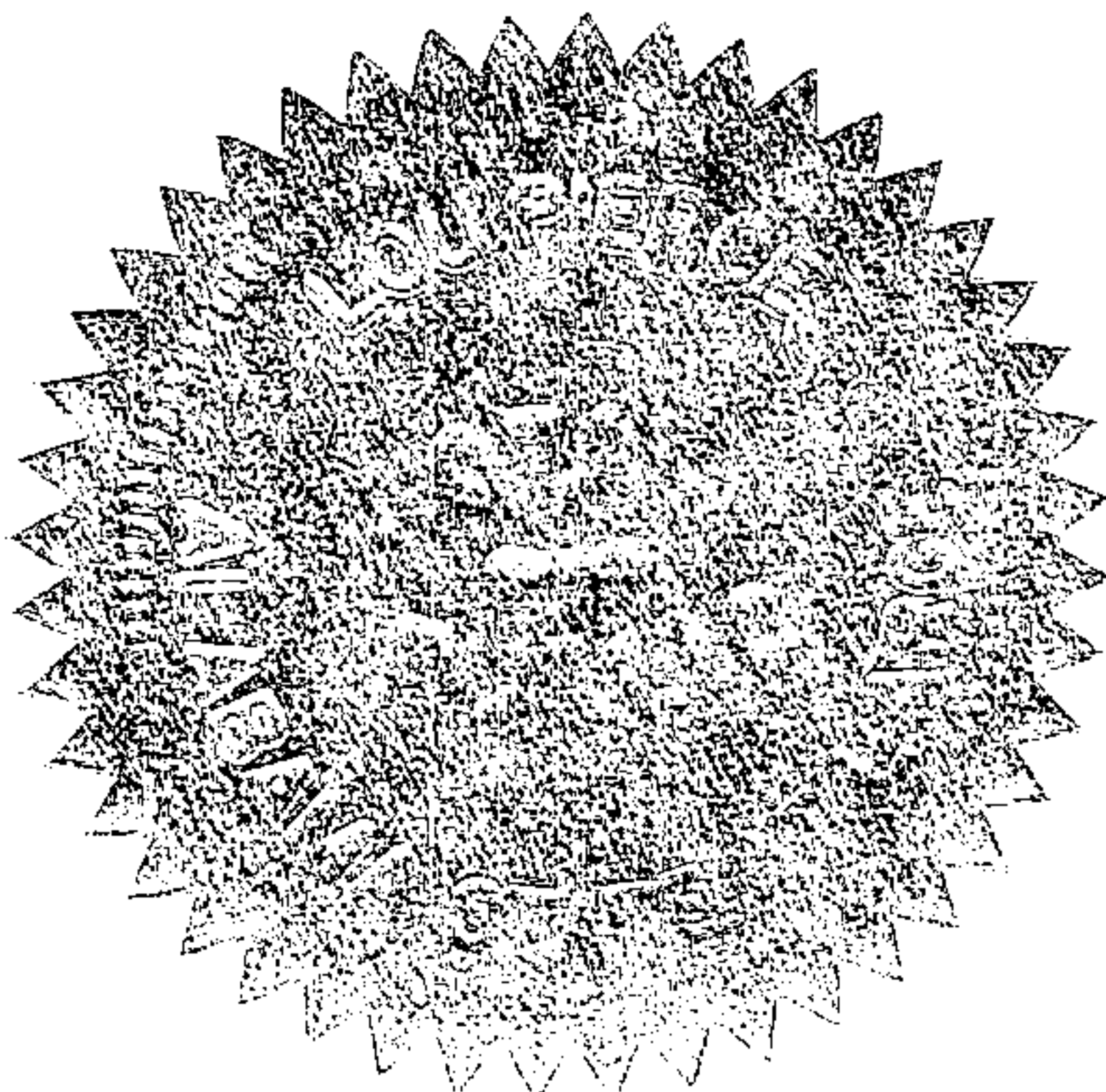
ON THIS 25th DAY OF August, BEFORE ME Lawrence
Chase Hoagland, PERSONALLY APPEARED _____, &

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

NOTARY'S SIGNATURE: Lawrence

MY COMMISSION EXPIRES: 10-11-20



LOT 4 (MAP BOOK 27 PAGE 23)

OWNER'S NAME(S): 20200921000421910 09/21/2020 11:34:55 AM ESMTAROW 4/8

CLAYTON ENTERPRISES, LLC,
an Alabama limited liability company

By: Del Clayton
Print Name: Del Clayton
Its: Managing member
8-25-2020
Date

Del Clayton
Signature

Title

STATE OF ALABAMA
COUNTY OF Shelby

ON THIS 25th DAY OF August 2020 BEFORE ME Len Price
Del Clayton, PERSONALLY APPEARED _____, &

KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

NOTARY'S SIGNATURE: Len Price

MY COMMISSION EXPIRES: 10-11-20

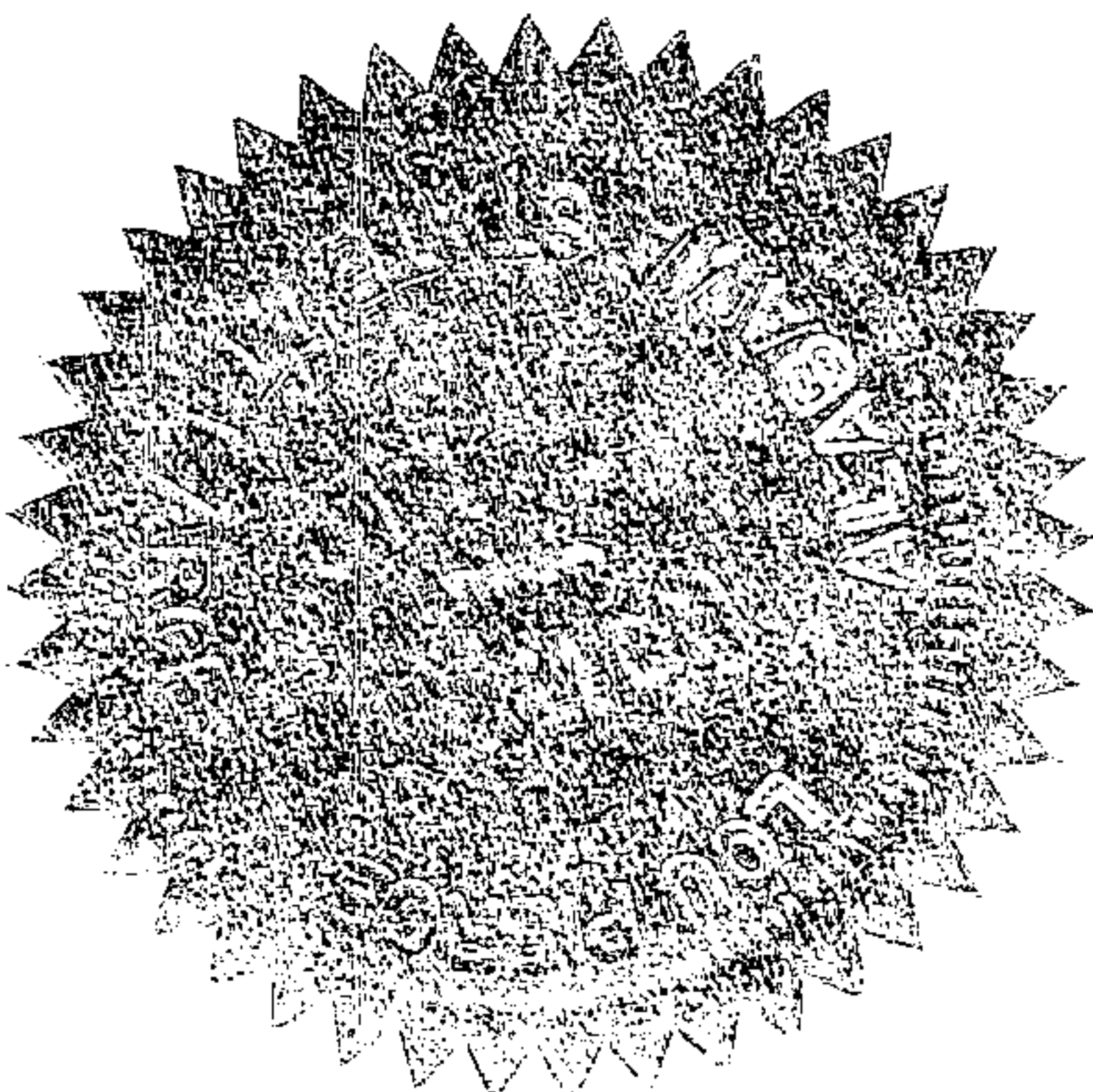


EXHIBIT “A”

GRANTOR’S PROPERTY

LOT 4 ACCORDING TO CLAYTON ADDITION TO OAK MOUNTAIN BUSINESS PARK LOTS 1, 2, 3, 4, AND 5 MAP BOOK 27 PAGE 23 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

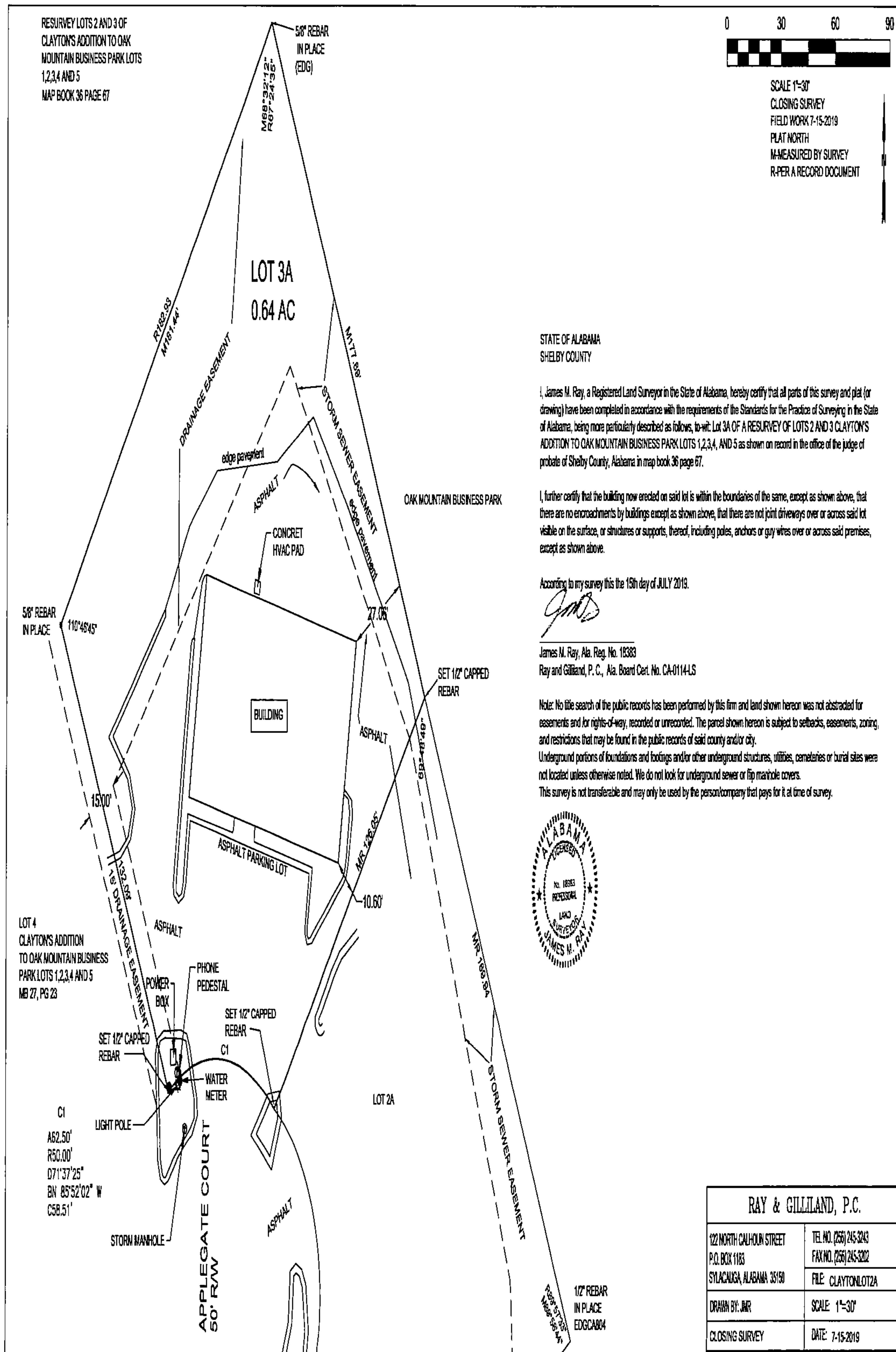
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EXHIBIT “B”

GRANTEE’S PROPERTY

LOT 3A ACCORDING TO RESURVEY OF LOTS 2 AND 3 OF CLAYTON ADDITION TO OAK MOUNTAIN BUSINESS PARK LOTS 1, 2, 3, 4, AND 5 MAP BOOK 36 PAGE 67 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk

Shelby County, AL
09/21/2020 11:34:55 AM
\$44.00 JESSICA
20200921000421910

Allie S. Bayal