

This Instrument Prepared By and  
After Recording Return To:  
Jason Wilton Bailey  
2204 Lakeshore Drive, Suite 450  
Birmingham, AL 35209

### ACCESS EASEMENT AGREEMENT

**THIS ACCESS EASEMENT AGREEMENT** (this "Agreement") is made to be effective as of the 28<sup>th</sup> day of September, 2020 (the "Effective Date"), between Valley Creek Land & Timber, LLC, a Mississippi limited liability company, having an address of 1300 Meadowbrook Road, Suite 202, Jackson, Mississippi 39211 (hereinafter referred to as "Grantor"), and **Robert Andrew Murray and Laura Botsford Murray**, individuals, having an address of 1608 Gentilly Drive, Birmingham, Alabama 35226 (hereinafter referred to as "Grantee"). (Grantor and Grantee are collectively referred to as the "Owners" and individually an "Owner").

### RECITALS

WHEREAS, Grantor is the owner of certain real property located in Shelby County, Alabama, which property is described on Exhibit "A" attached hereto (the "Grantor Tract");

WHEREAS, Grantee is the owner of a certain tract of real property located adjacent to Grantor Tract, which property is described on Exhibit "B" attached hereto (the "Grantee Tract"); and

WHEREAS, Grantee currently accesses the Grantee Tract over and across that certain gravel road that exists over a portion of the Grantor tract as shown on that certain Site Plan attached hereto and incorporated herewith as Exhibit "C" (the "Site Plan") attached hereto, and

WHEREAS, Grantor agrees to grant to Grantee a perpetual, non-exclusive cross access easement over and across that portion of the Grantor Tract (the "Easement Area") as described on Exhibit "D" (the "Easement Area Legal Description") attached hereto upon the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Access Easement.

a. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive cross access easement over and across the Easement Area (the "Access Easement"), which easement shall run with and for the benefit of the Grantee Tract.

b. Relocation. Grantor shall have the right , upon thirty (30) days written notice to Grantee, to modify or relocate the Easement Area, including without limitation any of the roads or driveways that are now or may hereafter provide ingress and egress from Shelby County Road # 13 to the Grantee Tract via the Easement Area, as long as (i) such relocated means of ingress and egress provides access to Grantee Tract from Shelby County Road #13 or from a road constructed in the future, and (ii) during such relocation a sufficient means of such ingress and egress is continuously provided.

c. Construction, Repair and Maintenance of Easement Area. Grantee will agree to pay all reasonable costs to maintain the Easement Area in its current condition.

2. Enforcement/Remedies. If the owner of all or any portion of Grantor Tract or Grantee Tract shall fail to perform any covenant or condition contained in this Agreement, the aggrieved party shall give the defaulting party at least fifteen (15) days written notice of such alleged default. If such default shall not have been cured within said period of fifteen (15) days after the service of notice of default (or if such default is not reasonably susceptible of being cured within said period of fifteen (15) days, and said defaulting party shall not have commenced curing such default within said fifteen (15) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved party may institute legal proceedings for full and adequate relief from the consequences of said default.

3. Indemnification. Each party agrees to indemnify and hold harmless the other party from and against any loss or damage to the extent arising from the misuse or the gross negligence of itself, its tenants, customers, employees, invitees, tenants and contractors in connection with the operation and use of each of the easements granted herein.

4. Covenants Run with the Land. The provisions of this Agreement are not personal but shall run with the land and be binding upon Grantor, Grantee, and their successors and assigns.

5. Modification. This Agreement may be amended or modified only by the parties hereto or their successors or assigns by executing and recording an amendment or modification thereto in the Register's Office of Shelby County, Alabama.

6. Notice. Any requests, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service, certified mail, return receipt requested, postage prepaid, to the address listed in the recitals of this Agreement. Notice shall be deemed to have been given on the date of hand-delivery or on the date of depositing same in the mail or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

7. Exhibits and Counterparts. All Exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference. This Agreement may be executed in one or more counterparts, which when taken together shall constitute but one agreement.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

**[SIGNATURES ON FOLLOWING PAGES]**



IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date first above written.

GRANTOR

Valley Creek Land & Timber, LLC, a Mississippi limited liability company

By: William J. DeVender Sr.

Its: Assistant Manager

STATE OF Mississippi  
COUNTY OF Hinds

Before me, a Notary of state and county aforementioned, personally appeared William J. DeVender Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Assistant Manager of Valley Creek Land & Timber, LLC, the within named bargainor, a Mississippi limited liability company, and that as such manager executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as the manager of the manager of the manager of the bargainor.

WITNESS my hand and notarial seal this 30 day of September, 2020.

Connie Black  
Notary Public

[Notarial Seal]

My Commission Expires: 5/18/21



GRANTEE

By: Robert Andrew Murray  
Robert Andrew Murray

By: Laura Botsford Murray  
Laura Botsford Murray

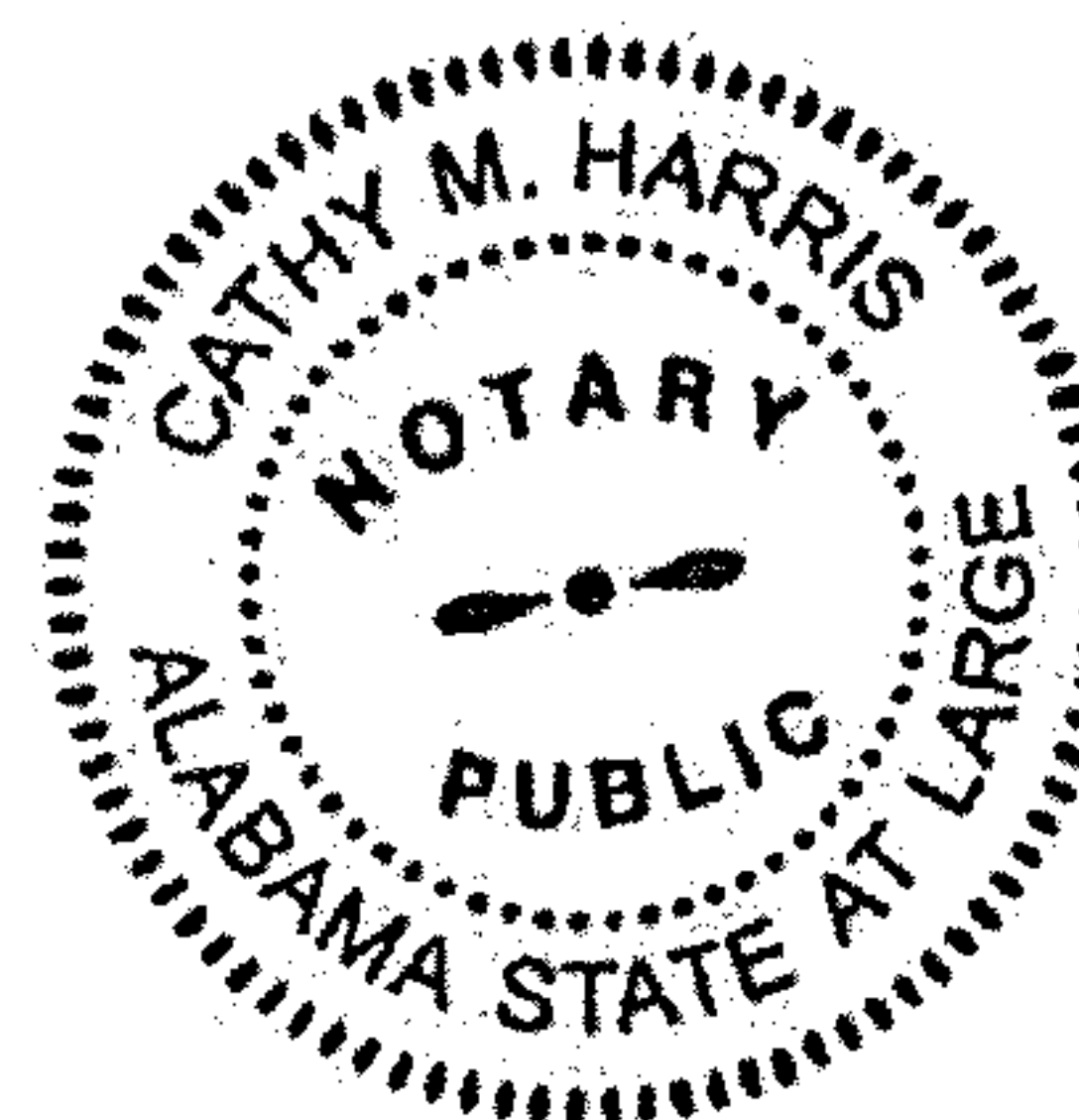
STATE OF Alabama  
COUNTY OF Jefferson

Before me, a Notary of the state and county aforementioned, personally appeared **Robert Andrew Murray and Laura Botsford Murray**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the within named bargainors, executed the foregoing instrument for the purpose therein contained

WITNESS my hand and notarial seal this 28<sup>th</sup> day of September, 2020.

Cathy M. Harris  
Notary Public

[Notarial Seal]  
My Commission Expires: June 24, 2023



**EXHIBIT "A"**

**Grantor Tract**

Land in Shelby County, Alabama, and being more particularly described as follows:

*Insert Legal Description*

That part of Section 4, Township 21 South, Range 4 West, Shelby County, Alabama that is the West half lying West of the right of way of the Southern Railway Company line (Northern Southern Railway Company) and the North half of the Northeast quarter lying North of the centerline of a public road (Turner Road/Shelby County Road # 13)

**EXHIBIT "B"**

**Grantee Tract**

*Insert Legal Description*

Commence at a 3" capped pipe in place being the Northeast corner of the Northeast one-fourth of the Southeast one-fourth of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 00° 13' 59" East along the East boundary of said quarter-quarter section for a distance of 659.85 feet to a ¾" rebar in place; thence proceed South 89° 35' 15" West for a distance of 1329.64 feet to a ¾" rebar in place, said point being located on the West boundary of said quarter-quarter section; thence proceed North 00° 15' 09" West along the West boundary of said quarter-quarter section for a distance of 677.93 feet to a 3" capped pipe in place being the Northwest corner of the Northeast one-fourth of the Southeast one-fourth; thence proceed South 89° 38' 01" East along the North boundary of said quarter-quarter section for a distance of 442.05 feet (set ½" rebar CA-0114-LS); thence proceed North 70° 51' 45" East for a distance of 442.81 feet to a 3" capped pipe in place; thence proceed North 85° 56' 31" East for a distance of 469.86 feet (set ½" rebar CA-0114-LS), said point being located on the East boundary of the Southeast one-fourth of the Northeast one-fourth of said Section 5; thence proceed South 00° 15' 56" East along the East boundary of said Southeast one-fourth of the Northeast one-fourth for a distance of 184.10 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Northeast one-fourth of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama and contains 22.92 acres.







**Exhibit "D"***Easement Area Legal Description*

A 30 FOOT PROPOSED INGRESS AND EGRESS EASEMENT IS GRANTED being 15 feet in equal width on each side of the following described line: Commence at a 3" capped pipe in place being the Northeast corner of the Northeast one-fourth of the Southeast one-fourth of Section 5, Township 21 South, Range 4 West, Shelby County, Alabama; thence proceed South 00° 13' 59" East along the East boundary of said quarter-quarter section for a distance of 514.19 feet to the centerline of said 30 foot proposed easement said point being the point of beginning. From this beginning point proceed South 24° 07' 16" East along the centerline of said 30 foot proposed easement for a distance of 55.29 feet; thence proceed South 32° 28' 25" East along the centerline of said 30 foot proposed easement for a distance of 29.13 feet; thence proceed South 47° 18' 48" East along the centerline of said 30 foot proposed easement for a distance of 23.48 feet; thence proceed South 55° 37' 05" East along the centerline of said 30 foot proposed easement for a distance of 86.13 feet; thence proceed South 59° 31' 07" East along the centerline of said 30 foot proposed easement for a distance of 42.05 feet; thence proceed South 72° 01' 14" East along the centerline of said 30 foot proposed easement for a distance of 57.15 feet; thence proceed South 58° 05' 21" East along the centerline of said 30 foot proposed easement for a distance of 38.29 feet; thence proceed South 42° 19' 00" East along the centerline of said 30 foot proposed easement for a distance of 28.81 feet; thence proceed South 54° 29' 19" East along the centerline of said 30 foot proposed easement for a distance of 20.07 feet; thence proceed North 83° 40' 58" East along the centerline of said 30 foot proposed easement for a distance of 28.62 feet; thence proceed North 56° 47' 41" East along the centerline of said 30 foot proposed easement for a distance of 235.89 feet; thence proceed North 51° 28' 23" East along the centerline of said 30 foot proposed easement for a distance of 52.66 feet; thence proceed North 45° 15' 36" East along the centerline of said 30 foot proposed easement for a distance of 88.24 feet; thence proceed North 47° 29' 09" East along the centerline of said 30 foot proposed easement for a distance of 64.75 feet to a point on the Westerly right-of-way of Shelby County Highway No. 13 and the termination of said easement.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 10/21/2020 09:24:14 AM  
 \$47.00 CHERRY  
 20201021000478080

*Allie S. Bevil*