

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement"), dated as of May 31, 2016 2016 (the "Effective Date"), by and between EBSCO Development Company, Inc. (hereinafter, the "Grantor"), having an address at One Mt Laurel Avenue, Suite 205, Birmingham, AL 35242 and Catherine S. Murphy (hereinafter, the "Grantee"), having an address at 93 Hawthorn Street, Birmingham, AL 35242.

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain land located in the County of Shelby and State of Alabama, designated as the Common Area Park as shown on the plat of Mt Laurel – Phase 1A recorded in Map Book 27, Page 27B in the Office of the Judge of Probate of Shelby County, Alabama, and situated in the SE ¼ of the NE ¼ of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, hereinafter referred to as "Parcel A";

WHEREAS, Grantee is the fee owner of certain land located in the County of Shelby and State of Alabama, designated as Lot 13-01, in Block 13, according to the Survey of Mt Laurel Phase 1A, as recorded in Map Book 27, Page 72 A and B, in the Office of the Judge of Probate of Shelby County, Alabama, hereinafter referred to as "Parcel B";

WHEREAS, an underground sewer line and exterior stairs, both benefitting Parcel B, have been constructed on on Parcel A; and

WHEREAS, Grantor is willing to grant to Grantee an easement for the existing underground sewer line and exterior stairs over such portion of Parcel A (the "Easement Area"), more particularly described by a metes and bounds description and a diagrammatic sketch with a cross hatched portion indicating the Easement Area, on **Exhibit A** attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, and to any future owner of Parcel B, a perpetual, non-exclusive easement appurtenant (the "Easement") in, under, upon, about, over and through the Easement Area located on Parcel A, for the benefit of Parcel B. The Easement shall serve the purpose of providing ingress and egress over said Easement Area and maintaining the existing underground sewer line benefitting Parcel B.

2. Use. Grantee may use the Easement for (a) ingress and egress, (b) maintenance, repair or removal of the exterior stairs attached to the building on Parcel B that are currently constructed on the Easement Area, and (c) maintaining and repairing the existing underground sewer line constructed in the Easement Area.

3. Improvements. Grantee may construct improvements over, under, in, along, across and upon the Easement Area that are reasonably related to both the purpose of the

Easement and Grantee's use and enjoyment of the Easement (the "Improvements"), upon receipt of the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion. Grantee acknowledges that all Improvements are subject to the Master Deed Restrictions, including without limitation review and approval by the Design Review Board, and that Grantor's consent under this Section 3 does not alter or waive such restrictions. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel A, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4. Maintenance and Repair. In the event the surface or underground of any portion of the Easement Area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area. In addition to the foregoing, Grantee shall perform necessary maintenance so as to keep the Easement Area at all times in the same condition as existed on the Effective Date of this Agreement.

5. Reservation of Rights. All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor. Grantor shall have the right to grant additional easement rights in the Easement Area.

6. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired and adversely affected by superior title.

7. Grantor's Use of Property. Grantor reserves the right to use Parcel A in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

8. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Notwithstanding the foregoing, Grantee acknowledges that the rights granted to and duties assumed by Grantee under this Agreement may not be assigned or delegated by Grantee without the prior written consent of Grantor, which consent may be given or withheld in Grantor's sole and absolute discretion. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be *void ab initio*.

Birmingham, AL 35242

Attn: Jay Page

with a copy to:

EBSCO Industries, Inc.
5724 Highway 280 E
Birmingham, AL 35242
Attn: VP of Legal Services

To Grantee:

Catherine S. Murphy
93 Hawthorn Street
Birmingham, AL 35242

16. Amendment. This Agreement may not be modified, amended or terminated except in a writing signed by each party hereto.

17. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Alabama. Each party hereto agrees that all actions or proceedings arising in connection with this agreement and the transactions contemplated hereby shall be tried and litigated in state or federal courts located in the state of Alabama, unless such actions or proceedings are required to be brought in another court to obtain subject matter jurisdiction over the matter in controversy. To the extent permitted by law, each party hereto irrevocably waives any right any party hereto may have to assert the doctrine of forum non conveniens, to assert that any party hereto is not subject to the jurisdiction of the aforesaid courts or to object to venue to the extent any proceeding is brought in accordance with this Section 18. Service of process, sufficient for personal jurisdiction in any action against any party hereto, may be made by registered or certified mail, return receipt requested, to any such party's address indicated in Section 15 of this Agreement.

19. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile/e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

21. Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first
above written.

GRANTOR:

EBSCO DEVELOPMENT COMPANY, INC.

By: John O. Freeman, Sr.
Name: John O. Freeman, Sr.
Title: V.P. + General Mgr.

State of Alabama)
)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
John O. Freeman Sr whose name as the V.P. General Mgr of **EBSCO Development
Company, Inc.**, an Alabama corporation, 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, (s)he, as such officer or manager and with full authority, executed the same
voluntarily for and as the act of said corporation.

Given under my hand this 31 day of May, 2016.

[SEAL]

Claudia White

Notary Public

My Commission Expires: 1-5-19

[Signatures Continue on Next Page]

GRANTEE:

Catherine S. Murphy
Catherine S. Murphy

State of Alabama)
)
County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Catherine S. Murphy whose name 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, she executed the same voluntarily on the day same bears date.

Given under my hand this 16th day of June, 2016.

[SEAL]

Claudia S. Hill

Notary Public

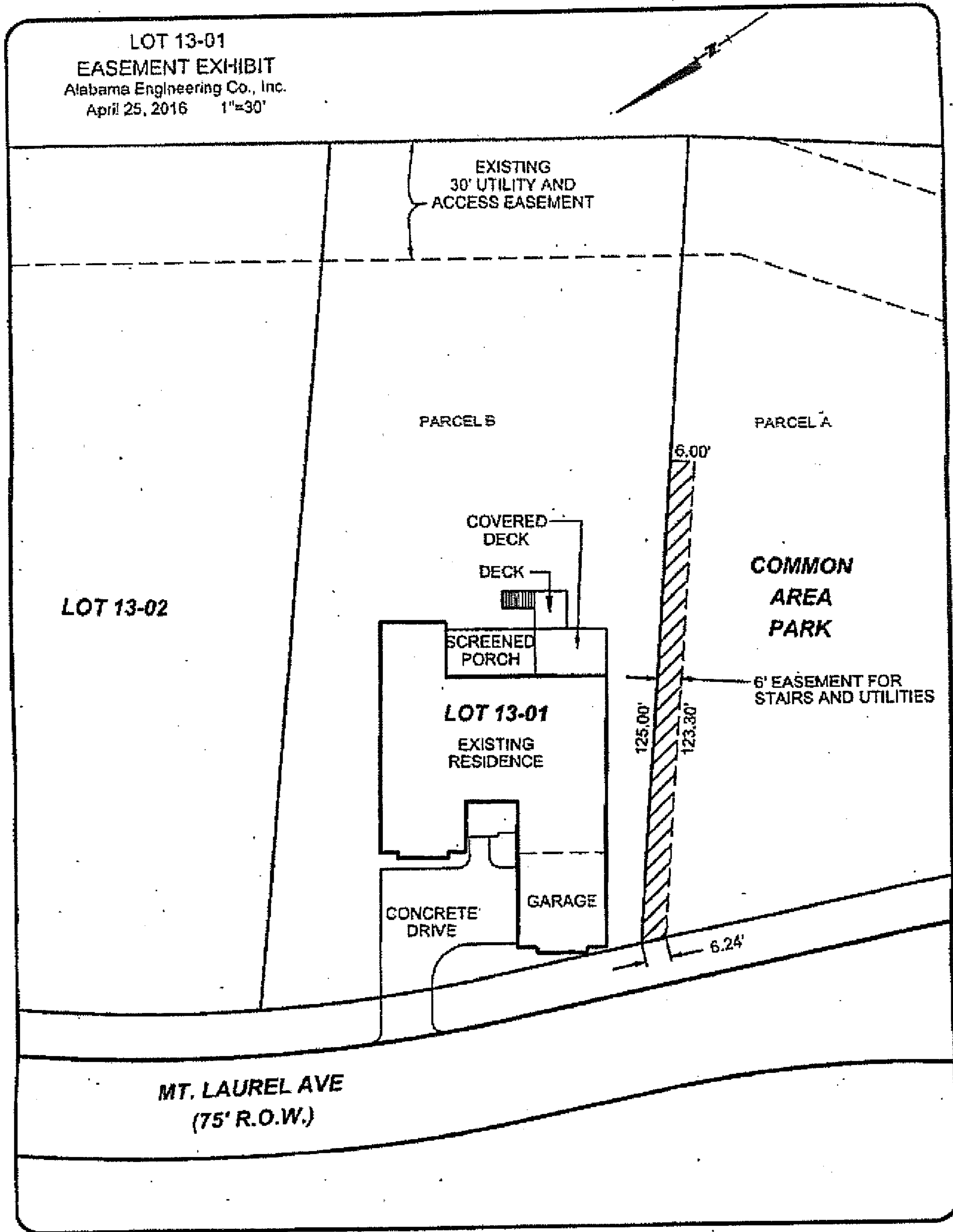
My Commission Expires: 1-5-19

EXHIBIT A**LEGAL DESCRIPTION OF EASEMENT AREA**

A part of the Common Area Park as shown on the plat of Mt Laurel – Phase IA recorded in Map Book 27, Page 72B in the Office of the Judge of Probate of Shelby County, Alabama and situated in the SE V. of the NE V. of Section 3, Township 19 South, Range I West, Shelby County, Alabama being more particularly described as follows:

BEGIN at the westernmost lot corner of Lot 13-01 according to the survey of Mt Laurel-Phase IA and run in a Southeasterly direction along the common lot line of lot 13-01 and the Common Area Park according to said survey for a distance of 125.00 feet; thence, leaving said common lot line, turn an angle right of 90°00'00" and run in a Southwesterly direction for a distance of 6.00 feet; thence turn an angle right of 90°00'00" and run in a northwesterly direction for a distance of 123.30 feet to a point on the Southeastern right-of-way of Mt Laurel Avenue (a private road right-of-way); thence turn an angle right of 74°12'47" and run in a Northeasterly direction along said right-of-way for a distance of 6.246.24' feet to the POINT OF BEGINNING.

Said parcel contains 580 square feet, more or less



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl