

AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 23rd day of December, 2023, by and between Mark-Point Properties, Inc., an Alabama corporation (the "Parcel A Owner"), and WG Alabama, LLC, an Alabama limited liability company, successor in interest Caldwell-Valley, LLC, (the "Parcel B Owner").

RECITALS

A. The Parcel A Owner is the owner of that certain real property situated in the County of Shelby, State of Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").

B. The Parcel B Owner is the owner of that certain real property situated in the County of Shelby, State of Alabama, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference, which real property is adjacent and contiguous to Parcel A and which shall hereinafter be referred to as "Parcel B." Collectively, Parcels A and B shall be referred to as the Parcels.

C. The City of Hoover, Alabama, has entered into separate agreements with both parties in connection with Project No. STPBH-9802(905) to acquire portions of Parcel A and Parcel B for the purpose of road improvements at the intersection of Caldwell Mill Road (Shelby County Road 29) and Valleydale Road (Shelby County Road 17) thereby increasing the road right-of-way width and decreasing the existing parking area, landscaping and setback lines on Parcel B.

D. Parcel A and Parcel B are subject to a Reciprocal Easement Agreement recorded in the Probate Office of Shelby County, Alabama, in Instrument No. 20030911000609060 (the "Agreement") and desire to amend that Agreement to re-configure the parking lot in accordance with the attached Site Plan (Exhibit "C") dated June, 2022, in order that Shelby County, Alabama will agree to maintain Parcel A and Parcel B compliance as a legal non-conforming property with reduced setbacks, landscaping and parking requirements due to road improvements necessary for the



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improvement of vehicular safety and reduced traffic congestion as set forth in the attached letter from Shelby County Department of Development Services dated August 31, 2022 as executed by Josh Osborne, Manager, Planning & Community Development (Exhibit "E").

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Amendment to the Agreement and to the Agreement heretofore recorded, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to the Agreement as amended, and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. The term "Site Plan" shall mean the Site Plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof. The Site Plan attached hereto as Exhibit "C" shall replace the original Site Plan attached to the Agreement.

2. The Parcel B Owner agrees to re-configure and construct the parking lot, driveways, curb cuts, and any required Water Detention and Drainage Facilities in accordance with the Site Plan and any applicable law or regulation. Once constructed by the Parcel B Owner, the Parking Lot, driveways, curb cuts, and the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of the Owners of the Parcels and Walgreen Co. (during the continuance of the Walgreen Co. Lease); and each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Parking Lot and Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto. The construction required by this Amendment shall commence upon completion of the right-of-way construction by the City of Hoover. Within one hundred twenty (120) days of the execution of this Agreement, the Parcel B Owner shall submit a complete set of construction plans to the Parcel A Owner for review and comments. The parties agree that the entire parking lot of both parcels shall be paved in order that the entire parking lot set forth on the Site Plan is uniform.

3. The Parcel B Owner is hereby granted a temporary construction easement upon, over and across Parcel A for the purposes of access, construction, maintenance, and repair required and incident thereto and related activities arising out of or pertaining to the construction and improvements to be made on the Parking Lot as set forth in the attached Site Plan (the "Construction Easement"). The Construction Easement is temporary in character and shall be automatically released when the construction of the



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Parking Lot, driveways, curb cuts and water detention and drainage facilities shall have been completed and all contiguous portions of Parcel A and B have been connected.

4. This Agreement shall not be effective unless the same has been expressly consented to in writing by Walgreen Co.

5. The Owners of each Parcel, as to their respective Parcel, agree to cause any lender possessing a mortgage on a Parcel at the time of execution and recording of this Agreement to execute the Joinder attached hereto as Exhibit "D" solely to evidence their consent to the terms and provisions of this Agreement and their agreement that the terms and provisions of this Agreement shall survive and continue upon and after any foreclosure of their mortgage on a Parcel or the acquisition of title to a Parcel by such lender or another third party.

6. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen Co. may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen Co. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen Co. (during the continuance of the Walgreen Co. Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Walgreen Co. are as follows:

Walgreen Co.: Walgreen Co.
Attention: Law Department
Mail Stop No. 2252
200 Wilmot Road
Deerfield, Illinois 60015

With a copy to: Howard, Stallings, et al.
B. Joan Davis
P.O. Box 12347
Raleigh, NC 27605
Email: jdavis@hsfh.com

Parcel A Owner: Mark-Point Properties, Inc.
R. Shan Paden
1930 2nd Avenue N.
Bessemer, AL 35020
Email: spaden@padenlawyers.com
toddp@padenrealty.com



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Parcel B Owner: WG Alabama, LLC
Chris Sarpy
Sarpy Development
400 Poydras Street
Suite 2620
New Orleans, LA 70130
Email: csarpy@sarpydev.com

6. In all other respects, the Agreement shall remain in full force and effect.

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

Mark-Point Properties, Inc.,
an Alabama corporation

Michelle L. Hall
Witness

By: R. Shan Paden
R. Shan Paden, Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R. Shan Paden, whose name as President of Mark-Point Properties, Inc., an Alabama corporation, is signed to the foregoing Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, he/she, in his/her capacity as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 21st day of November, 2023.

Jennifer Renee Thomas
Notary Public

My Commission Expires:

{NOTARIAL SEAL}

JENNIFER RENEE THOMAS
MY COMMISSION EXPIRES
NOVEMBER 4, 2025



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WG Alabama, LLC, an Alabama
limited liability company

Dania Granier
Witness
Dania Granier
Witness

By: [Signature]
Its Manager

STATE OF LOUISIANA)
PARISH OF ORLEANS)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Chris Sarpy, whose name as MANAGER / Member of WG Alabama, LLC, a limited liability company formed under the laws of the State of Alabama, is signed to the foregoing Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, he, in his capacity as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this 20th day of December, 2023.

[Signature]
Notary Public

{NOTARIAL SEAL}

My Commission Expires



OFFICIAL SEAL
DAVID C. CAMBRE
BAR ROLL #26833
STATE OF LOUISIANA
PARISH OF ORLEANS
My commission is for life.



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Walgreen Co.

Christie Paulusky
Witness

By:

[Signature]

Richard Steiner, Its Delegatee

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard Steiner, whose name as Delegatee of Walgreen, Co., a corporation formed under the laws of the State of Illinois, is signed to the foregoing Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, who is known to me, acknowledged before me on this day that, being informed of the contents of the Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, he, in his capacity as such and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this 21st day of November, 2023.

[Signature]
Notary Public

My Commission Expires: 11/27

{NOTARIAL SEAL}





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- Exhibit "A" - Legal Description of Parcel A.
- Exhibit "B" - Legal Description of Parcel B.
- Exhibit "C" - Site Plan. Identify Parcels A and B, the Driveways, Parking Easement, Sign Easement, parking, drainage or utility easement areas (if required).
- Exhibit "D" - Joinder and Consent of Mortgagees.
- Exhibit "E" - Letter from Shelby County Department of Development Services dated August 31, 2022 as executed by Josh Osborne, Manager, Planning & Community Development



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Exhibit "A"

Legal Description of Parcel A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID 1/4 - 1/4 SECTION AND RUN N00°00'32"W ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION FOR 517.05 FT.; THENCE RUN N89°31'43"E FOR 261.18 FT. TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN S00°28'18"E FOR 109.88 FT.; THENCE RUN S89°31'42"E FOR 0.58 FT.; THENCE RUN S00°28'18"E FOR 115.29 FT.; THENCE RUN S29°05'16"E FOR 76.06 FT. TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF VALLEYDALE ROAD, SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A RADIUS OF 723.85 FT.; THENCE RUN ALONG SAID CURVE AND SAID ROAD RIGHT OF WAY LINE A CHORD BEARING OF N74°30'42"E FOR 340.57 FT.; THENCE RUN N00°01'03"W FOR 204.51 FT.; THENCE RUN S89°31'43"W FOR 364.54 FT. TO THE POINT OF BEGINNING.

SAID TRACT OF LAND HAVING AN AREA OF 86,048 SQ. FT. OR 1.97 ACRES.



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Exhibit "B"

Legal Description of Parcel B

LEGAL DESCRIPTION

A tract of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run North $00^{\circ} 00' 32''$ West along the West line of said quarter-quarter section for a distance of 517.05 feet; thence run North $89^{\circ} 31' 43''$ East for 69.33 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 191.85 feet; thence run South $00^{\circ} 28' 18''$ East for 109.88 feet; thence run North $89^{\circ} 31' 42''$ East for 0.58 feet; thence run South $00^{\circ} 28' 18''$ East for 115.29 feet; thence run South $29^{\circ} 05' 16''$ East for 76.06 feet to a point on the Northerly right of way line of Valleydale Road; said point being on a curve to the left, having a radius of 723.85 feet; thence run along said curve and said road right of way line a chord bearing of South $58^{\circ} 54' 28''$ West for 53.67 feet; thence run North $75^{\circ} 08' 14''$ West for 100.00 feet to a point on the Easterly right of way line of Caldwell Mill Road and the Point of Beginning of a curve to the right, said curve having a radius of 954.93 feet; thence run along said curve and said right of way line a chord bearing of North $16^{\circ} 52' 52''$ West for 306.58 feet to the point of beginning.

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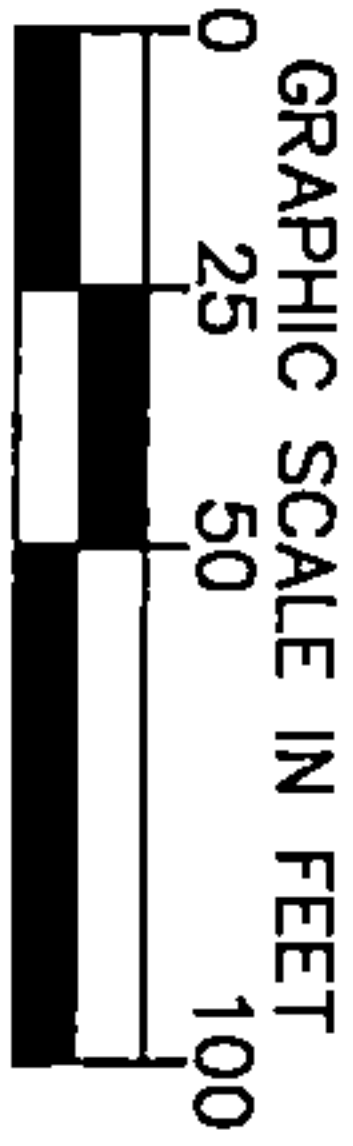
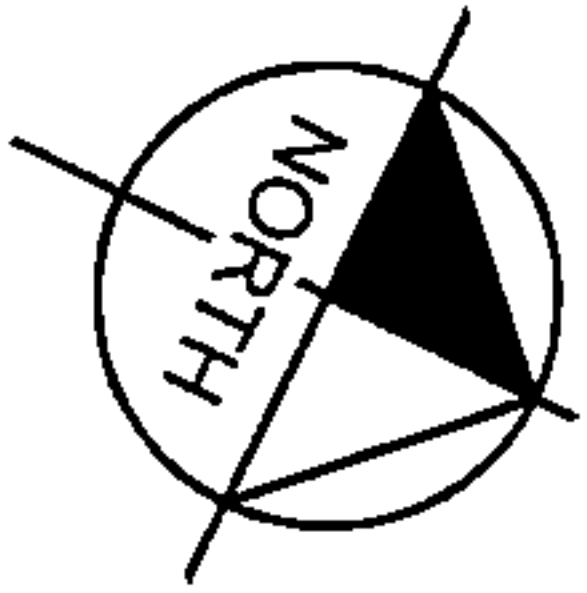
Exhibit "C"

Site Plan



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PARKING COUNT	
PRE CONSTRUCTION PARKING:	149 SPOTS
PARKING STALLS LOST FROM IMPACT:	11 SPOTS
TOTAL PARKING AFTER REMEDIATION:	138 SPOTS

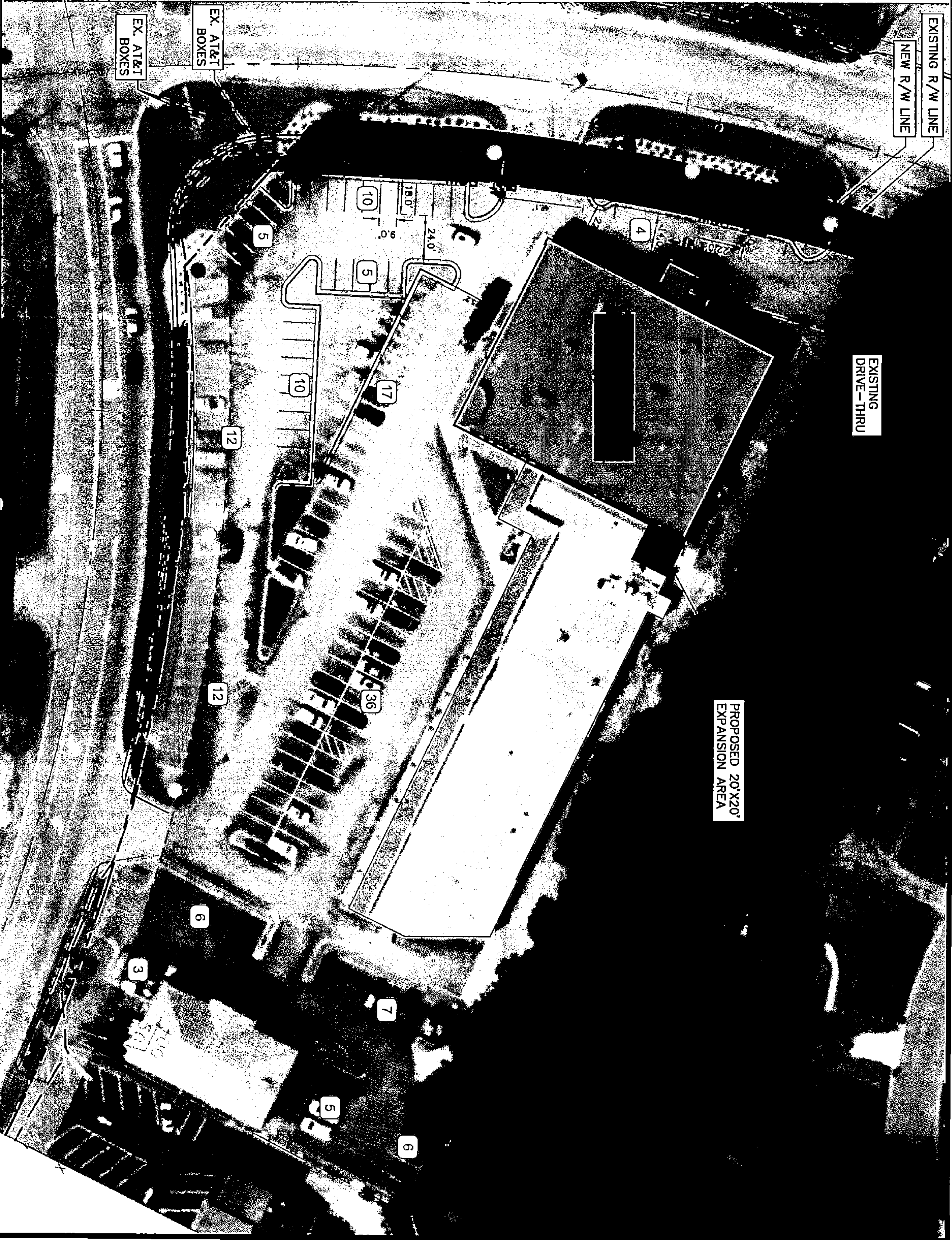


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THIS DESIGN IS BASED OFF OF AERIAL IMAGERY.
FURTHER ANALYSIS WILL BE NEEDED UPON
RECEIVING FULL SURVEY

LEGEND

- EXISTING RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- EXISTING BUILDING
- EXISTING PYLON SIGN
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING PARKING SPACES



4496 VALLEYDALE ROAD, BIRMINGHAM, AL 35242

AL DOT: CR-17
JUNE 2022

AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT WITH
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EXHIBIT "D"

JOINDER AND CONSENT OF MORTGAGEE

First Financial Bank ("Mortgagee" or "Bank"), being the owner and holder of that certain Mortgage executed by Mark-Point Properties, Inc., an Alabama corporation ("Mark-Point") in favor of Bank recorded in Instrument No. 20211228000509910 on 12/28/2021, in the Probate Office of Shelby County, Alabama (the "Mortgage"), does hereby join in and consent to the Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions (the "Declaration") dated on or about the date hereof by and between Mark-Point and WG Alabama, LLC, an Alabama limited liability company (the "LLC") to which this Joinder and Consent of Mortgagee is attached, and in connection therewith, the Bank hereby agrees that (1) in the event any proceedings are brought by Bank, its nominees, successors or assigns (collectively, the "Secured Party") in connection with or arising out of the Mortgage, including, but not limited to, any foreclosure or other action to enforce payment of any amounts due to Bank as secured by the Mortgage referenced above, or any part thereof, Bank agrees that the Secured Party shall not join WG Alabama, LLC, Walgreen Co. (as defined in the Declaration) or any other Owner of Parcel B (as defined in the Declaration) as a party to any such action or proceedings and the Secured Party will not foreclose, terminate or alter, or attempt to foreclose, terminate or alter the Declaration or any provision thereof in connection therewith; and (2) in the event Bank, its nominees, successors or assigns or any other party (collectively, the "Successor Owner") acquires title to or right of possession of all or any portion of the property described in and the subject of the Declaration pursuant to or in connection with the Mortgage, including, but not limited to, through foreclosure, deed in lieu of foreclosure or otherwise, the Declaration and all of its terms, provisions, covenants and conditions shall remain in full force and effect, and each of the Owners of Parcel A and Parcel B (and Walgreen Co. during the period of the Walgreen Co. Agreement) (all as defined in the Declaration) shall continue to have the benefit of all rights and be burdened by all obligations provided in the Declaration, it being expressly agreed that all of the terms, provisions, covenants and conditions of the Declaration shall survive and continue in full force and effect upon and after any foreclosure or other acquisition of title to a Parcel (as defined in the Declaration) by Bank, its nominees, successors, assigns or any other party.



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IN WITNESS WHEREOF, the Bank has executed this Joinder And Consent of Mortgagee on this 21st day of November, 2023.

Witnesses:

FIRST FINANCIAL BANK

Stephani Lepper

By:

[Signature]

EV

President

Neil Walker

Printed Name

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Neil Walker, whose name as EVP of First Financial Bank, an Alabama State Chartered Bank, is signed to the Joinder and Consent of Mortgagee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Joinder and Consent of Mortgagee, he, in his capacity as such OFFICER and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

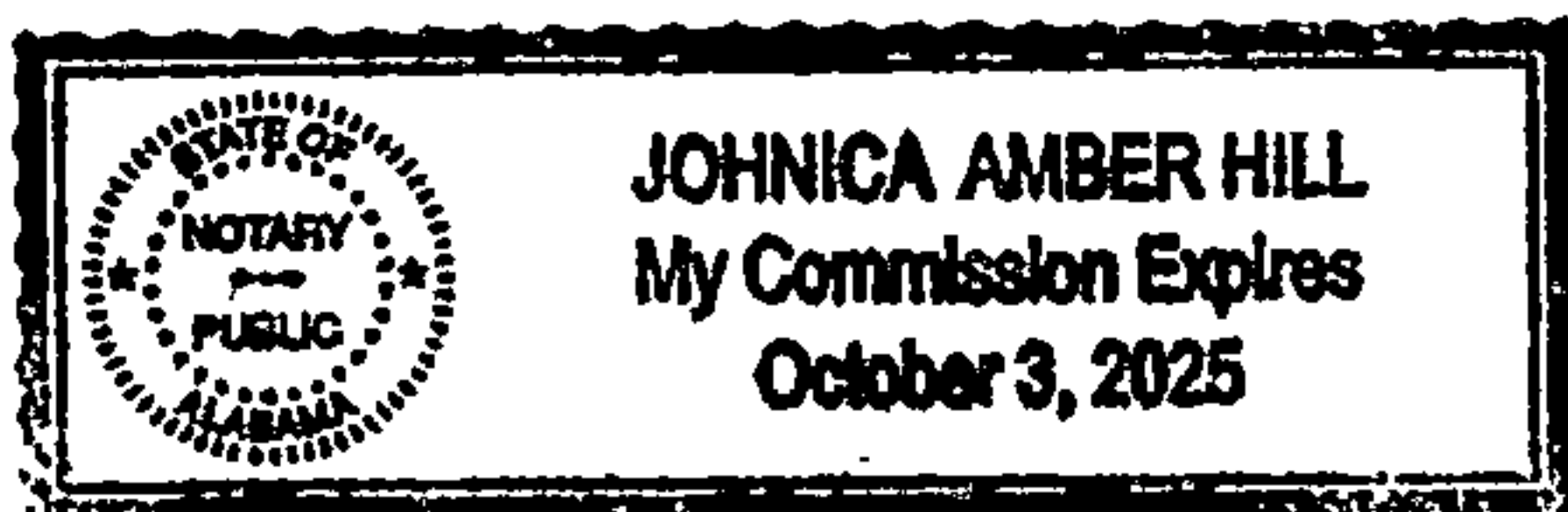
Given under my hand this 21st day of NOVEMBER, 2023.

Notary Public
State Of Alabama

My Commission Expires: 10/3/2025

Johnica Hill

{NOTARIAL SEAL}





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Exhibit "E"

Letter from Shelby County Department of Development Services dated August 31, 2022
as executed by Josh Osborne, Manager, Planning & Community Development



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SHELBY COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES
1123 COUNTY SERVICES DRIVE
PELHAM, ALABAMA 35124
205.620.6650
www.ShelbyAL.com

August 31, 2022

Mr. Charlie White
Kimley-Horn
200 South Tryon Street, STE 200
Charlotte, NC 28202

RE: Walgreens #7306; 4496 Valleydale Road Birmingham, AL 35242
Parcel ID 58 10 5 15 0 001 037.002 & 58 10 5 15 0 001 037.000

Mr. White,

According to our records, the Walgreens property, including the adjoining retail/office facility, located at 4496 and 4500 Valleydale Road is currently located in an unincorporated, zoned area of Shelby County. The properties are currently zoned B-2, General Business District and subject to the requirements of the Zoning Ordinance of Shelby County. As noted in your letter, there is a road improvement project planned including right of way acquisition at the intersection of Caldwell Mill Road (County Road 29) and Valleydale Road (County Road 17). Planned road improvements will increase the road right-of-way width and require a temporary construction easement that will affect the existing parking area, landscaping and setbacks of the Walgreens retail property.

Development of the Walgreens retail property was approved in 2002 (Case #P-10-02) and construction occurred in compliance with all applicable zoning regulations including required building setbacks, parking space allocation, landscaping and vehicular circulation. During our previous discussions about the impact the road improvement project will have on the Walgreens #7306 location, the following information was conveyed and identified on the January 2022 Site Map.

1. The property will remain a legal non-conforming use during, and at the completion, of road improvement project for Caldwell Mill Road and Valleydale Road.
2. The property owner will be responsible for submitting a modified site plan for review and approval with the reconfigurations necessary following the road improvement project including:
 - a. Modifications to the perimeter parking curb and gutter immediately adjacent to the newly established right-of-way for Caldwell Mill Rd with no required 10-foot perimeter landscape strip.
 - b. Interior parking reconfigured to minimize the loss of parking spaces due to a wider right-of-way and to maintain interior planting requirements.

Chad Scroggins
COUNTY MANAGER
205.670.6500

ACTIVE MEMBERS OF APA, AICP, COAA, IAEI, NFPA AND ICC

Christie Hester
DIRECTOR
205.620.6623

3. The total number of parking spaces identified at the road improvement project completion relative to Walgreens #7306 is 111 stalls, reduced from 122 stall with an overall reduction of 11 stalls due to road improvements necessary to improve vehicular safety and reduce traffic congestion.
 - a. A revised June 2022 Site map indicates an additional 27 spaces included in the parking count with the inclusion of parking at the Freedom Financial building parking lot and the loss of two "employee" parking spaces.
 - b. A copy of the executed, shared parking agreement between the two retail/office property owners must be included in the submittal package for the modified site plan.
4. All of the water is draining along the surface of subject property in a general direction to the southeast and appears to stay on the same side of Valleydale Road. About 90% of the surface water is draining to the inlet at their Valleydale Road entrance or into the gutter, then on down the same side of Valleydale Road to the draw next to Bob's Power Equipment. Water from the back side of the property appears to drain into the inlet located to the northeast of the adjacent property near the single ingress/egress access. Any work performed changing the subject property parking to accommodate our project will have little or no effect on the amount or direction of drainage.

In summary, the Walgreens property, including the adjoining retail/office facility, located at 4496 and 4500 Valleydale Road is currently in compliance with the *Shelby County Zoning Regulations* according to the B-2, General Business District zoning classification and in accordance with the approved site plan from May 13, 2002 (Case #P-10-02). The configuration of the overall site will be modified as part of a road improvement project for Caldwell Mill Road and Valleydale Road. The road improvement project, including right of way acquisition for the improvement of vehicular safety and reduction of traffic congestion will effect required setbacks, landscaping and parking for the properties. The use of the property will not change due to road improvements and the property will remain in compliance with the B-2, General Business District during the course of construction as a legal, non-conforming property. Following the road improvement project and approval of a modified site plan, the Walgreens #7306 property and adjoining retail/office facility will maintain their compliance as a legal non-conforming property with reduced setbacks, landscaping and parking requirements due to road improvements necessary for the improvement of vehicular safety and reduced traffic congestion.

If we can be of further assistance, please contact this department at your convenience.

Sincerely,



Josh Osborne
Manager, Planning & Community Development
Shelby County Development Services
Shelby County, Alabama

Attachments: January 2022 Site Map
June 2022 Site Map
July 21, 2022 Kimley-Horn request
Parking Agreement