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Shelby Cnty Judge of Probate, AL
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EASEMENT AGREEMENT

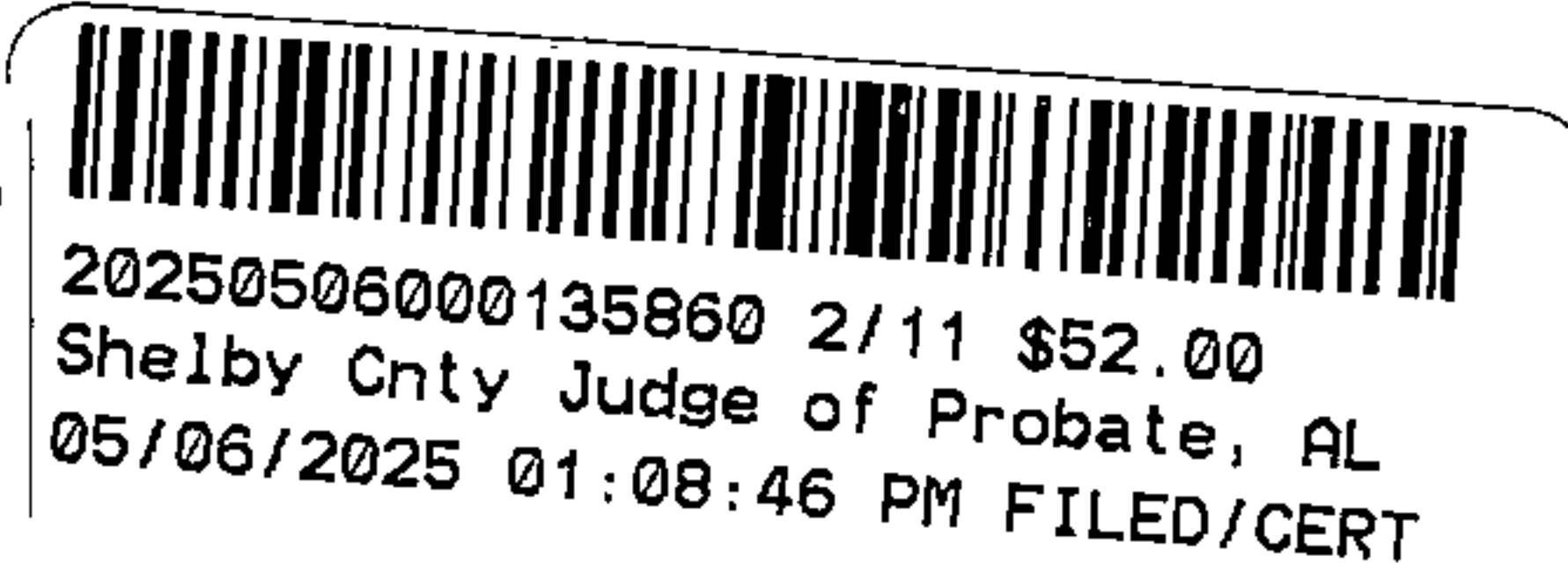
THIS EASEMENT (referred to herein as “the Easement”) is made as of this the 30th day of April, 2025 by and between LME PROPERTIES, LLC, an Alabama Limited Liability Company, (“LME”), whose address is 215 Narrows Parkway Suite C, Birmingham, AL 35242 Attention: William David Brady, and, 203 NARROWS PARKWAY, LLC, an Alabama limited liability company (“203”) whose address is 203 Narrows Parkway, Birmingham, AL 35242, Attention: Tracy Causey, Member.

I. INTRODUCTION

LME PROPERTIES, LLC owns certain real property in Shelby County, Alabama, more particularly described as Lots 4AA, 4BB and 4CC, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama (the “LME Property”) on which is now located and shall be located in the future from time to time certain motor vehicle paved entrances, exits, driveways, parking spaces, parking structures, ramps, and sidewalks and signage (referred to collectively herein as the “Parking Area”).

203 is purchasing that certain property described as Lot 4CC, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama on which there is located an office building, pursuant to that certain contract between LME and 203 executed on February 13, 2025 (such interest in the land and fee simple interest in the Building are referred to herein as the “203 Property”).

LME desires to permit 203 and each of 203's, successors, assigns, tenants and their respective agents, employees, guests, invitees, visitors, and customers to have non-exclusive rights of access, ingress, egress, and parking across, over, and on the Parking Area, and the right to install and maintain utility service lines on the LME Property providing service to the 203 Property. 203 desires to permit LME and each of LME's, successors, assigns, tenants and their respective agents, employees, guests, invitees, visitors, and customers to have non-exclusive rights of access, ingress, egress, and parking across, over, and on the Parking Area, and the right to install and maintain utility service lines on the 203 Property providing service to the LME Property. For the purposes of this Agreement, the term “Easement” shall be defined as a grant of a non-exclusive limited interest in the real property described in Exhibit 1 entitling 203 to a limited use or enjoyment of the real property described in Exhibit 1 in accordance with the terms and conditions of this Agreement and a grant of a non-exclusive limited interest in the real property described in Exhibit 2 entitling LME to a limited use or enjoyment of the real property described in Exhibit 2 in accordance with the terms and conditions of this Agreement. The Easement created pursuant to this Agreement shall be perpetual, is not personal and shall be deemed to constitute a covenant running with land as hereinafter provided. The Easement created herein shall not be assignable nor transferable, except in connection with sale, assignment, conveyance, judicial foreclosure sale, or conveyance in lieu of foreclosure of the either the LME Property or the 203 Property.



II.

A). NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM
THE LME PROPERTY TO THE 203 PROPERTY

LME hereby grants a non-exclusive Easement to 203 for ingress and egress free of charge for all types of vehicular traffic by 203, its successors and assigns and its tenants, employees, agents, guests, invitees, and customers to and from a public street to the 203 Property over and across sidewalks and private service roads on the Parking Area. LME shall provide direct vehicular access to and from the 203 Property and from and to any parking structures to a public street via the system of paved, private drives and service roads on the Parking Area. Without diminishing the rights granted to 203, LME reserves the right to redesign, remove, and reconstruct from time to time the alignment and specific location of the system of paved drives and private service roads on the Parking Area to conform to the then best overall development and use of the Parking Area, as determined by LME in the reasonable exercise of its discretion. Notwithstanding any provision of this Agreement to the contrary, the rights granted to 203 in this Section II.A. shall be of perpetual duration.

B). NON-EXCLUSIVE EASEMENT FOR PARKING

LME hereby grants to 203, its successors, and assigns, and his tenants, agents, employees guests, invitees, visitors, and customers a non-exclusive Easement to use free of charge the parking spaces in the Parking Area, in compliance with all applicable requirements of law. The use of parking spaces shall be on a space-available basis (i.e., a "first come, first served" basis). No fences, barricades or other obstacles shall be erected or permitted upon the Parking Area if such fences, barricades or other obstacles would interfere with the rights and duties created by this Agreement. LME shall maintain at a minimum the number of parking spaces required by applicable law for improvements now or hereafter constructed on the LME Property.

III.

A). NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM
THE LME PROPERTY TO THE 203 PROPERTY

LME hereby reserves unto itself, its successors and assigns, a non-exclusive Easement over the 203 Property described on Exhibit 2 for ingress and egress free of charge for all types of vehicular traffic by LME and its employees, agents, guests, invitees, and customers to and from a public street to the LME Property over and across sidewalks and private service roads on the Parking Area. LME reserves direct vehicular access to and from the LME Property and from and to any parking structures to a public street via the system of paved, private drives and service roads on the Parking Area. Without diminishing the rights granted to LME, LME grants to 203 the right to redesign, remove, and reconstruct from time to time the alignment and specific location of the system of paved drives and private service roads on the Parking Area to conform

to the then best overall development and use of the Parking Area, as determined by 203 in the reasonable exercise of its discretion. Notwithstanding any provision of this Agreement to the contrary, the rights reserved to LME and granted to 203 in this Section II.A shall be of perpetual duration.

B). NON-EXCLUSIVE EASEMENT FOR PARKING

LME hereby reserves unto itself, its successors and assigns and its tenants, agents, employees guests, invitees, visitors, and customers a non-exclusive Easement to use free of charge the parking spaces in the Parking Area, in compliance with all applicable requirements of law. The use of parking spaces shall be on a space-available basis (i.e., a “first come, first served” basis). No fences, barricades or other obstacles shall be erected or permitted upon the Parking Area if such fences, barricades or other obstacles would interfere with the rights and duties created by this Agreement. 203 shall maintain at a minimum the number of parking spaces required by applicable law for improvements now or hereafter constructed on the LME Property described on Exhibit 2.

IV. MAINTENANCE AND INSURANCE

LME and 203 shall each maintain the private drives, service roads, and Parking Area on their respective properties in an attractive condition and good state of repair in conformance with all applicable municipal ordinances to allow the continued use of the Parking Area for parking, ingress, and egress purposes during the term of the Easement. LME's and 203's maintenance obligations shall include, but not be limited to, landscaping, snow removal, patching, repairing, restriping, and repaving the roads and Parking Area and maintaining the lighting in the Parking Area and over the private service roads located on their respective properties.

LME and 203 shall maintain at their expense adequate personal injury and property damage insurance in amounts not less than \$500,000.00 with respect to any one injury, \$1,000,000.00 with respect to any one accident, and \$250,000.00 with respect to property damage. Within the first 15 days of each year, each party shall provide the other party with a copy of its respective certificates of insurance to show that such insurance is in effect.

The Narrows Parkway Owner's Association, Inc., an Alabama non-profit corporation, shall be responsible for the maintenance of the signage, common dumpster and fees, payment of annual association dues to the Narrows Commercial Owner's Association, Inc., common landscaping, and associated irrigation costs, legal and accounting fees. The business directory sign is located on Lot 4BB, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama. 203 shall be allocated 3 spaces on the business directory sign for advertising the name(s) of the businesses located in the premises at 203 Narrows Parkway. LME shall control the appearance, design and style of the business directory signage.

V. EASEMENT FOR UTILITIES



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LME hereby grants to 203 and its successors, assigns, employees, contractors, subcontractors and agents a permanent easement over the LME Property to enter into and upon the LME Property to effectuate the purposes of this easement and in order to conduct inspections, maintenance and repair as shall be reasonably necessary to assure the continuing efficient functioning of the utilities installed pursuant to this Agreement. LME reserves for itself, its successors, assigns, employees, contractors, subcontractors and agents a permanent easement over the 203 Property to enter into and upon the 203 Property to effectuate the purposes of this easement and in order to conduct inspections, maintenance and repair as shall be reasonably necessary to assure the continuing efficient functioning of the utilities installed pursuant to this Agreement

203 hereby agrees to defend, indemnify and hold harmless LME and its agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from (i) the exercise by 203 of the easement herein granted, (ii) the entry upon the LME Property or any portion thereof by 203 or any party acting on behalf of 203, or (iii) any use, repair or maintenance of the easement area, by 203, its successors, assigns, employees, contractors or agents, or any other party acting on behalf of Grantee, including personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

LME hereby agrees to defend, indemnify and hold harmless 203 and its agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from (i) the exercise by LME of the easement herein granted, (ii) the entry upon the 203 Property or any portion thereof by 203 or any party acting on behalf of LME, or (iii) any use, repair or maintenance of the easement area, by LME, its successors, assigns, employees, contractors or agents, or any other party acting on behalf of Grantee, including personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

VI. THIRD PARTY BENEFICIARIES

LME and 203 execute this Agreement with the specific intent to confer benefits directly only upon themselves. LME and 203 do not intend to confer any direct benefits on any agents, employees, guests, tenants, invitees, visitors, or sub-licensees of 203, as third-party beneficiaries of the Easement or in any other capacity. All such persons are merely incidental gratuitous beneficiaries of this Agreement without any rights under this Agreement or any right to enforce this Agreement. Such persons may, however, make use of the Easement to the limited extent to which 203 and LME may permit such use if such persons use such Easement in a manner consistent with the terms and conditions of this Agreement. The use of the Easement by agents, employees, guests, tenants, invitees, visitors, or sublicensees of either party as permitted herein shall not in any event be construed as intent of any party that the private drives and service roads

in the Parking Area are dedicated to public use, but rather such private drives and service roads shall remain the private property of LME and 203 at all times.

VII. ENFORCEMENT

If any party or other person who is entitled to any benefit under this Agreement incurs costs, attorney's fees, or both in enforcing this Agreement, the party or person against whom the enforcement is obtained shall pay all costs and reasonable attorney's fees that may be incurred by the party or person who successfully obtains enforcement of this Agreement. The provisions of this Agreement may be enforced by LME and 203 and their respective successors and assigns, including any lender who may have acquired a security interest in any of the property subject to the Easement.

VIII. ASSIGNABILITY

The Easement and other rights granted by this Agreement are appurtenant to the LME Property and the 203 Property, shall run with the land, and otherwise shall not be assignable except in connection with the conveyance of either the LME Property or the 203 Property, including conveyance to a mortgagee through foreclosure or deed in lieu of foreclosure. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees and permitted assigns.

IX. MISCELLANEOUS PROVISIONS

A. Entire Agreement. All representations, understandings, warranties, and agreements made previously by and between the parties are merged in this Agreement, which alone fully and completely expresses the agreement of the parties regarding motor vehicle parking, access, ingress, and egress.

B. Modification. This Agreement may be amended only by a writing signed by the party against whom enforcement may be sought. It may not be amended by an oral agreement of the parties.

C. No Joint venture. LME and 203 do not intend to create a partnership or joint venture relationship by the execution of this Agreement.

X. NOTICES

Any notice which may be required or permitted to be made under this Agreement shall be in writing and may be served personally by hand delivery, mail or by facsimile. Any notice which is given by hand delivery shall be deemed to have been effectively given when it is

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delivered personally to the party or person indicated below. Any such notice shall be deemed to have been effectively given by mail when it has been transmitted by facsimile or deposited in the United States Mail, first-class postage, certified mail, return receipt requested, postage prepaid, and addressed to the parties to this Agreement and their respective representatives at the following addresses:

If to 203: Tracy Causey
203 Narrows Parkway, LLC
705 S. Olmstead Street
Birmingham, AL 35242
Email: tracycausey3@gmail.com

with a copy to:

If to LME: LME PROPERTIES, LLC
Attention: David Brady
215 Narrows Parkway Suite C
Birmingham, AL 35242
Email: davidb@ridgecrestllc.com

with a copy to: Clayton T. Sweeney, Esq.
Attorney At Law
2700 Highway 280 East Suite 160
Birmingham, AL 35223
Facsimile: 205-871-9004

XI. CONTROLLING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Alabama. If any provision of this Agreement is deemed to be unenforceable by statute, court decision, or otherwise, that provision shall be deemed severable and the balance of this Agreement shall remain in full force and effect.

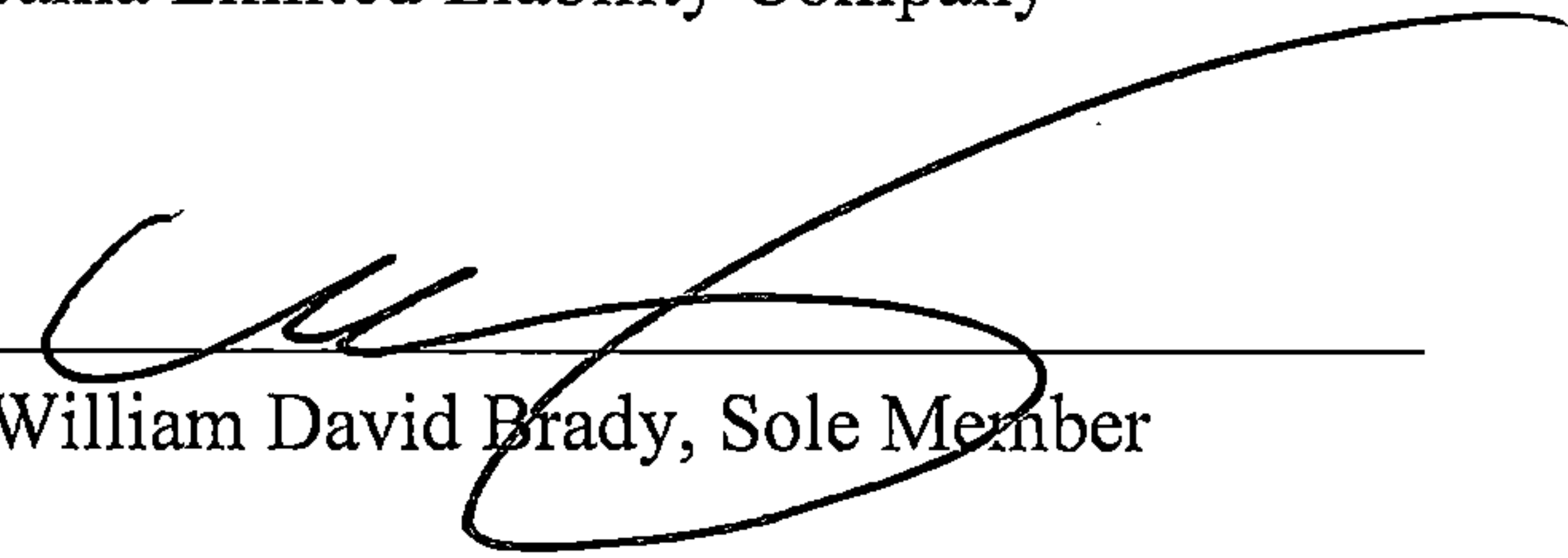
[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized Member as of the date first above written.

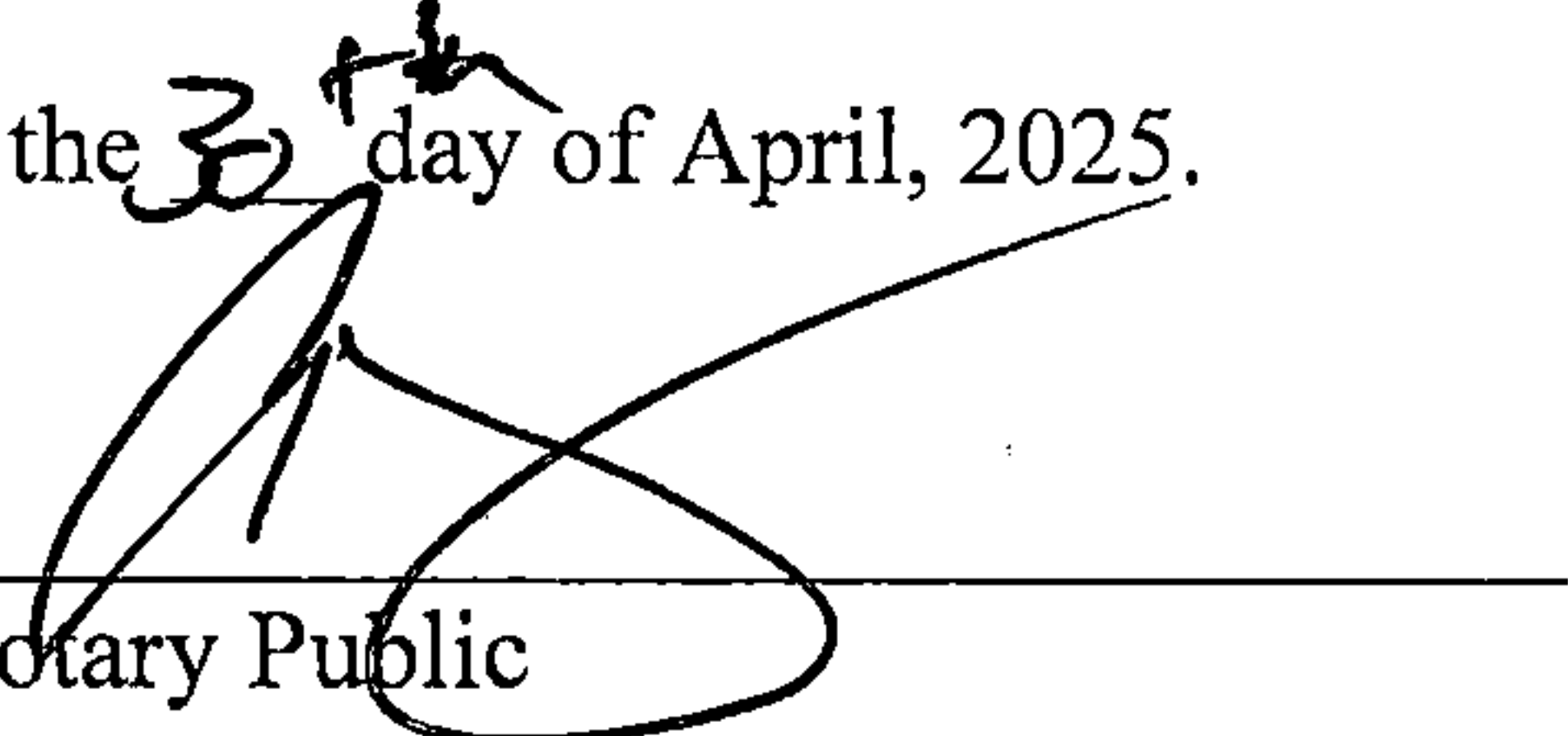
LME PROPERTIES, LLC,
An Alabama Limited Liability Company

By: 
William David Brady, Sole Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William David Brady, whose name as the Sole Member of LME PROPERTIES, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such Sole member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under our hands and official seals, this the 30th day of April, 2025.


Notary Public



My Commission Expires:
06/02/2027



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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized Member as of the date first above written.

203 Narrows Parkway, LLC,
An Alabama Limited Liability Company

By:


Tracy Causey, Member

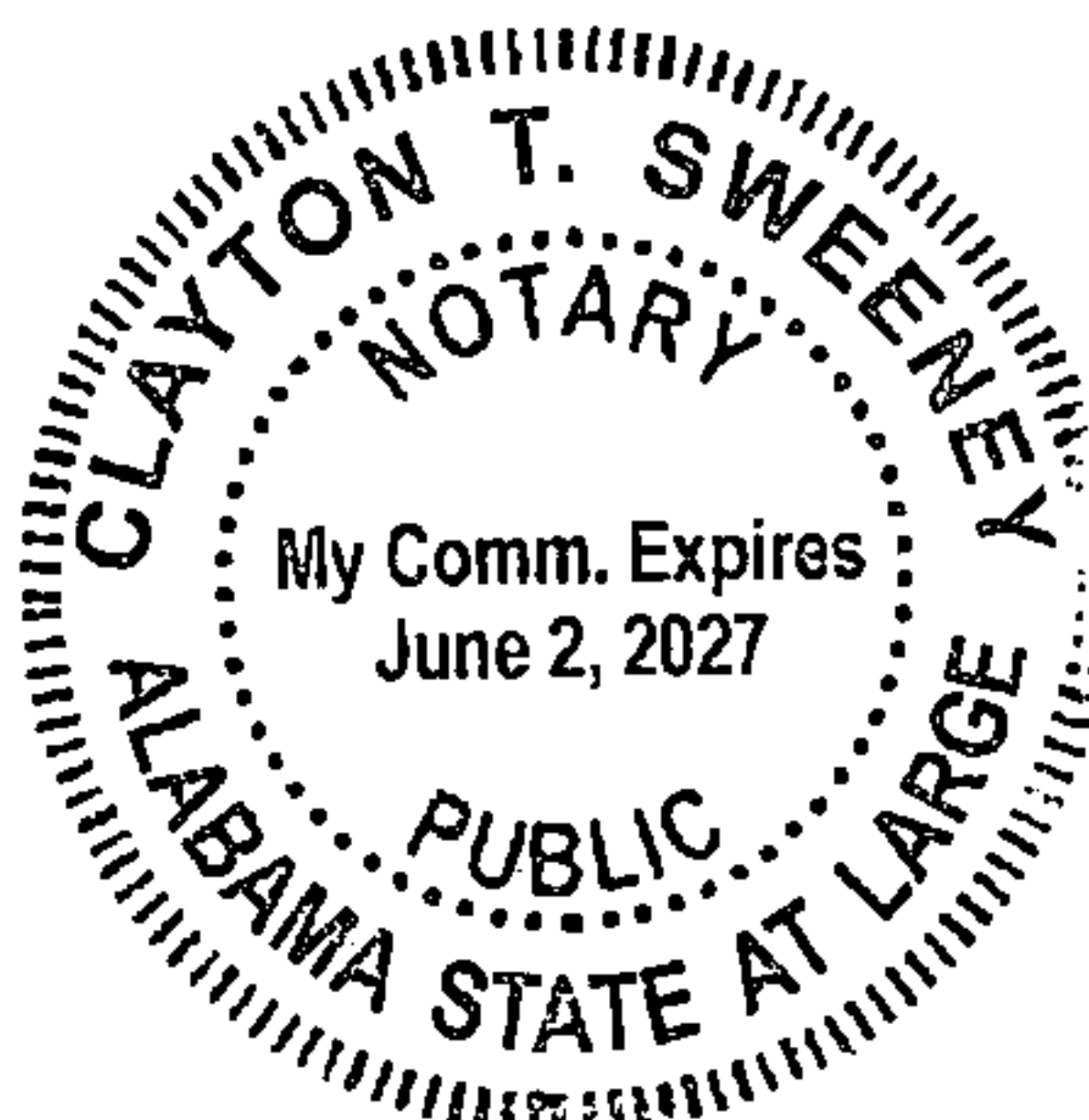
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tracy Causey, whose name as Member of 203 Narrows Parkway, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under our hands and official seals, this the ~~30th~~ day of April, 2025.


Notary Public

My Commission Expires:
06/02/2027





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EXHIBIT 1

LME PROPERTY

Lots 4AA, 4BB and 4CC, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama

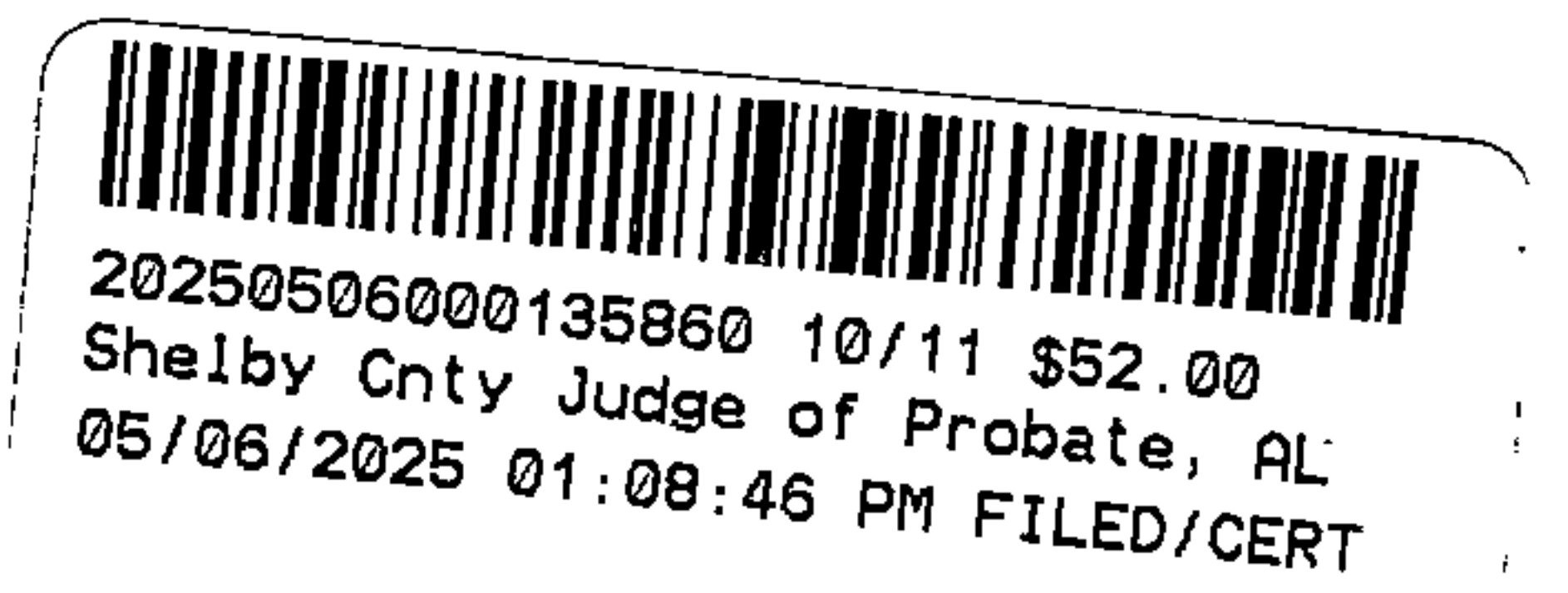


EXHIBIT 2

203 PROPERTY

Lot 4CC, according to the Re-Subdivision No. 3 of Lot 4 of the Narrows Commercial Subdivision Sector 1, as recorded in Map Book 53, Page 91, in the Probate Office of Shelby County, Alabama

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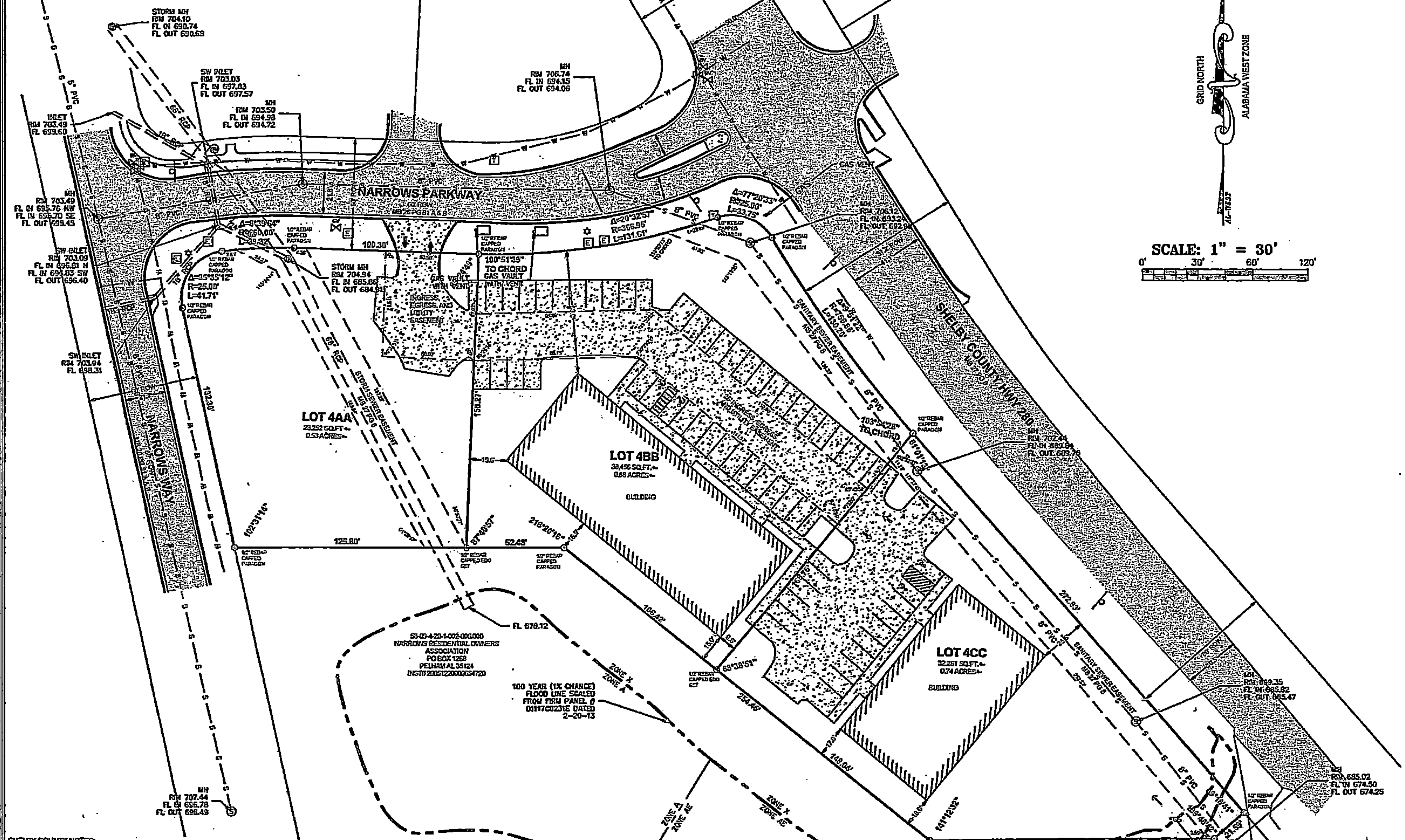
PLOT PLAN RESURVEY NO. 3 OF LOT 4 OF THE NARROWS COMMERCIAL SUBDIVISION SECTOR 1

2.16 ACRES ±, UNZONED
 Being a resurvey of Resurvey No. 2 of Lot 4 of The Narrows Commercial Subdivision Sector 1 as recorded in Map Book 45 Page 10 in the Office of the Judge of Probate in Shelby County, Alabama. A commercial subdivision situated in the NE 1/4 Section 20, Township 19 South, Range 1 West, Shelby County, Alabama.

THE PURPOSE OF THIS SUBDIVISION IS TO PROVIDE 3 COMMERCIAL LOTS.

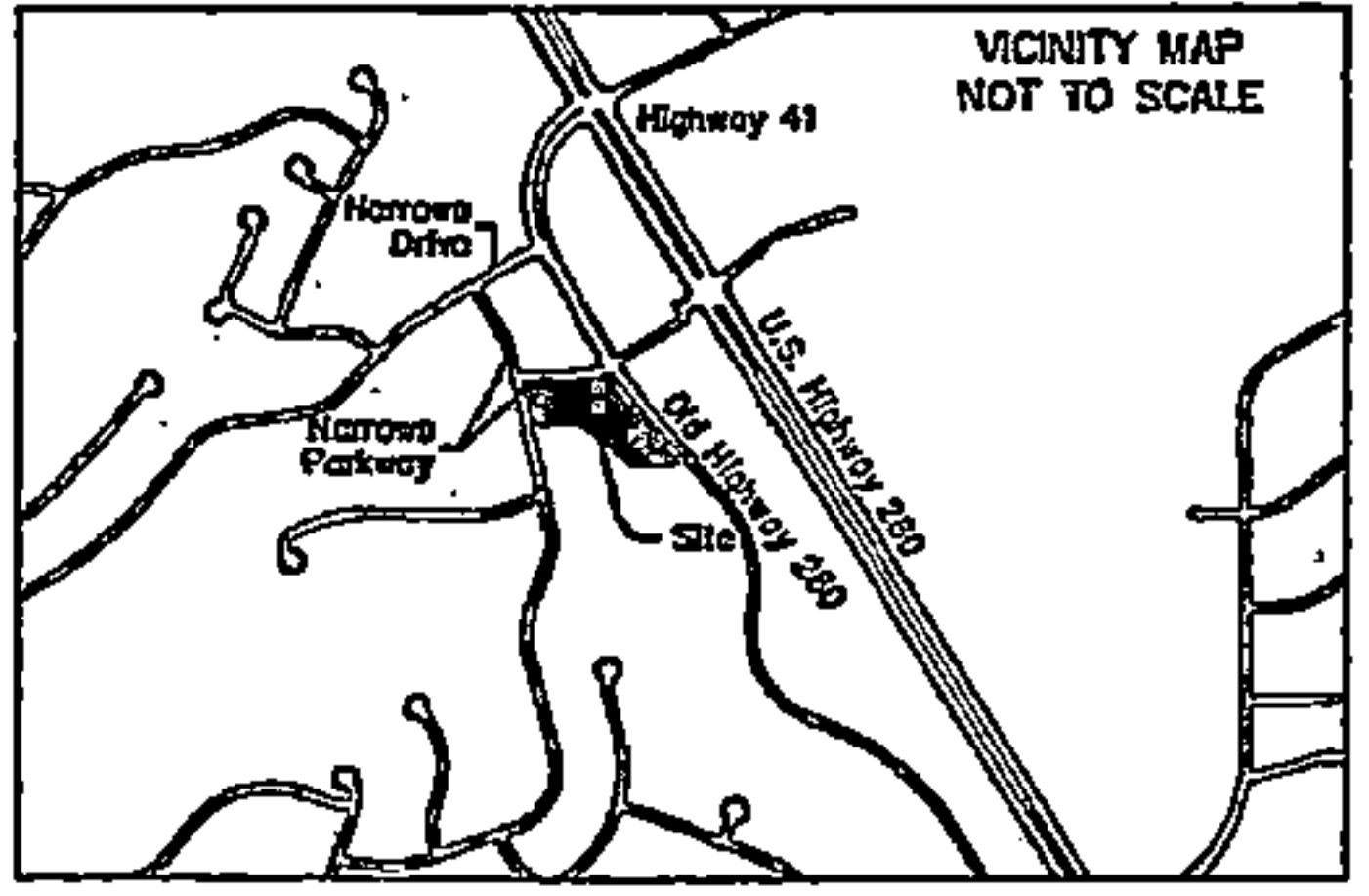
OWNER: LME PROPERTIES, LLC
 215 NARROWS PARKWAY SUITE C
 BIRMINGHAM, AL 35242
 DAVID BRADY (205) 988-2877

SURVEYOR: ENGINEERING DESIGN GROUP LLC
 120 BISHOP CIRCLE
 PELHAM, AL 35124
 (205) 403-9158



SCALE: 1" = 30'
 0' 30' 60' 120'

- SHELBY COUNTY NOTES:**
- ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, AND MAY BE USED FOR SUCH PURPOSES TO SERVE THE PROPERTY BOTH WITHIN AND WITHOUT THE SUBDIVISION. SHELBY COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY EASEMENTS SHOWN ON THIS PLAN OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
 - CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITES FREE OF DRAINAGE PROBLEMS.
 - NO FURTHER SUBDIVISIONS OF ANY PARCEL SHOWN HEREIN SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE SHELBY COUNTY PLANNING COMMISSION.
 - DRIVEWAYS SHALL BE RESTRICTED TO THE LOCATIONS AS SHOWN ON THIS PLAN. DRIVEWAY ACCESS PERMIT REQUIRED PRIOR TO INSTALLATION OF DRIVEWAY(S), CONTACT THE SHELBY COUNTY HIGHWAY DEPARTMENT AT 659-3880 TO OBTAIN ACCESS PERMIT.
 - THIS ENTIRE PROPERTY IS LOCATED IN FLOOD ZONE AE and X AS SHOWN ON THE LATEST FEDERAL INSURANCE RATE MAPS (PANEL NUMBER 0117C0231E), DATED FEBRUARY 20, 2013.
 - MAINTENANCE OF DETENTION PONDS AND ALL ASSOCIATED STRUCTURES AND APPURTENANCES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
 - ANY CONSTRUCTION OR ENCROACHMENT IN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE SHELBY COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.
 - NO ENCROACHMENTS, INCLUDING STRUCTURES OF FILL MATERIAL, SHALL BE PLACED WITHIN A DESIGNATED FLOOD PLAIN UNLESS AND UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT HAS BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER. ALL DEVELOPMENT WITHIN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE SHELBY COUNTY FLOOD DAMAGE PREVENTION ORDINANCE.
 - SHELBY COUNTY IS NOT NOW, NOR WILL BE IN THE FUTURE, RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE ROADS OR EASEMENTS SHOWN ON THIS PLAN.
 - SINK HOLE NOTES:** THE SUBDIVISION SHOWN HEREON, INCLUDING LOTS AND STREETS, LIES IN AN AREA WHERE NATURAL LINE SINKS HAVE OCCURRED. LINE SINKS, AS LOCATED AND SHOWN ON THE PLAT, WERE FOUND BUT NOT REPAIRED, UNLESS OTHERWISE NOTED ON THE PLAT. SHELBY COUNTY, THE SHELBY COUNTY ENGINEER, THE SHELBY COUNTY PLANNING COMMISSION AND THE INDIVIDUAL MEMBERS THEREOF, AND ALL OTHER AGENTS, SERVANTS, OR EMPLOYEES OF SHELBY COUNTY, ALABAMA, MAKE NO REPRESENTATIONS WHATSOEVER THAT THE SUBDIVISION LOTS AND STREETS ARE SAFE OR SUITABLE FOR RESIDENTIAL CONSTRUCTION, OR FOR ANY OTHER PURPOSES WHATSOEVER.



REVISIONS:	REVISIONS:	SCALE:
DATE:	BY:	1" = 30'
PROJECT: RESURVEY NO. 3 OF LOT 4 OF THE NARROWS COMMERCIAL SUBDIVISION SECTOR 1, SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA		
DRAWN BY: RKC		
CHECKED BY: RUDIGUIS		
PROJECT NO.: 120 BISHOP CIRCLE, SUITE 300, PELHAM, AL 35124		
JOB NO.: 20250506000135860		
DATE: 05/06/2025		

120 BISHOP CIRCLE, SUITE 300
 PELHAM, AL 35124
 TEL - (205) 403-9158
 FAX - (205) 403-9175

EDG
 ENGINEERING DESIGN GROUP, LLC
 120 BISHOP CIRCLE
 PELHAM, AL 35124
 (205) 403-9158