

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

**RECIPROCAL EASEMENT AGREEMENT**

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the <sup>31<sup>st</sup></sup> day of December, 2025 by and among MT LAUREL TOWN MANAGEMENT, INC., an Alabama corporation ("Town Management"), NORTH SHELBY LIBRARY DISTRICT, a public corporation (the "Library"), and MT LAUREL MERCHANTS' ASSOCIATION, INC., an Alabama nonprofit corporation (the "Merchants' Association").

**RECITALS:**

Town Management is the owner of that certain real property (the "Robinson Building Lot") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

The Robinson Building Lot includes that certain real property (the "Existing Mechanical Yard") situated in Shelby County, Alabama which is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

The Library is the owner of that certain real property (the "Library Building Lot") situated in Shelby County, Alabama which is more particularly described in Exhibit C attached hereto and incorporated herein by reference. The Library Building Lot is situated directly adjacent to the Existing Mechanical Yard.

Town Management also owns that certain real property (the "Parking Lot") situated in Shelby County, Alabama which is more particularly described in Exhibit D attached hereto and incorporated herein by reference.

The Merchants' Association is the property owners' association established pursuant to the Mt Laurel Town Center Covenants dated as of March 19, 2003 and recorded as Instrument 2003032700018450 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated June 22, 2004 and recorded as Instrument 20040623000340730 in the aforesaid Probate Office, as further amended by Second Amendment thereto dated April 5, 2007 and recorded as Instrument 20070405000154820 in the aforesaid Probate Office, as further amended by Third Amendment thereto dated October 2, 2025 and recorded as Instrument 20251003000305680 in the aforesaid Probate Office, and as the same may be further amended from time to time (collectively, the "Town Center Covenants").

The Robinson Building Lot and the Library Lot are subject to all of the terms and provisions of the Town Center Covenants.

Town Management and the Library have determined that various utility lines, equipment and meters (collectively, the "Utility Lines, Equipment and Meters") which serve the Library Building Lot and the Robinson Building Lot are located along or within the Existing Mechanical Yard and the Library Building Lot and desire to grant to each other reciprocal easements for the continued operation, maintenance, repair and replacement of the Utility Lines, Equipment and Meters as hereinafter provided.

Further, certain electrical meters and photocells which provide electrical power service to the parking lot lights (collectively, the "Parking Lot Electrical Equipment") on the Parking Lot are also situated in the Existing Mechanical Yard which Parking Lot Electrical Equipment is operated and maintained by the Merchants' Association.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town Management, the Library and the Merchants' Association do hereby agree as follows:

1. **Grant of Easements to the Library.** Town Management does hereby grant to the Library a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Existing Mechanical Yard for the purposes of providing access to and from the Existing Mechanical Yard Easement Area and operating, maintaining, repairing and replacing from time to time any and all Utility Lines, Equipment and Meters situated on or within the Existing Mechanical Yard which serve any portion of the Library Building Lot.

2. **Grant of Easements to Town Management.** The Library does hereby grant to Town Management a permanent, perpetual and non-exclusive easement over, across, under, through and upon a strip of land six (6) feet and six (6) inches in width running along the southernmost boundary of the Library Building Lot (the "Library Building Easement Area") as shown on the site plan (the "Site Plan") attached hereto as **Exhibit E** and incorporated herein by reference, for the purposes of providing access to the Library Building Easement Area and operating, maintaining, repairing and replacing from time to time any and all Utility Lines, Equipment and Meters situated on or within the Library Building Easement Area which serve any portion of the Robinson Building Lot.

3. **Grant of Easements to Merchants' Association.** Town Management does hereby grant to the Merchants' Association a permanent, perpetual and non-exclusive easement over, across, under, through and upon the Existing Mechanical Yard for the purposes of providing access to and from the Existing Mechanical Yard and operating, maintaining, repairing and replacing from time to time any and all Parking Lot Electrical Equipment situated on or within the Existing Mechanical Yard which serve any portion of the Parking Lot.

4. **Nature of Easements.** The easements granted pursuant to Paragraphs 1, 2 and 3 above shall be and are (a) appurtenant to and shall serve the Library Building Lot, the Robinson Building Lot and the Parking Lot, (b) covenants running with title to the Library Building Lot, the Robinson Building Lot and the Parking Lot, (c) binding upon and shall inure to the benefit of the Library, Town Management and the Merchants' Association and their respective successors and

assigns and (d) shall be exercised in common by the Library, Town Management and the Merchants' Association and their respective successors and assigns.

5. **Maintenance Obligations.**

(a) The Library shall be solely responsible for (i) maintaining, at its sole cost and expense, all Utility Lines, Equipment and Meters located on or within the Existing Mechanical Yard Easement Area which serve the Library Lot and (ii) promptly repairing any damage to the Existing Mechanical Yard, any Utility Lines, Equipment and Meters and any Parking Lot Electrical Equipment caused by or resulting from the exercise of the easements granted herein by Town Management to the Library.

(b) Town Management shall be solely responsible for (i) maintaining, at its sole cost and expense, all Utility Lines, Equipment and Meters located on or within the Library Building Easement Area which serve the Robinson Building Lot and (ii) promptly repairing any damage to the Library Building Lot caused by or resulting from the exercise of the easements granted herein by the Library to Town Management.

(c) The Merchants' Association shall be solely responsible for (i) maintaining, at its sole cost and expense, all Parking Lot Electrical Equipment located on or within the Existing Mechanical Yard which serve the Parking Lot and (ii) promptly repairing any damage to the Existing Mechanical Yard, any Utility Lines, Equipment and Meters and any Parking Lot Electrical Equipment caused by or resulting from the exercise of the easements granted herein by Town Management to the Merchants' Association.

6. **Miscellaneous.**

(a) **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(b) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

(c) **Captions.** The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

(d) **Exhibits.** Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(e) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) **Time.** Time is of the essence in the performance by the parties hereto of all of their respective obligations hereunder.

(g) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

(h) Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(i) Rules of Construction. The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provision of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by both parties hereto.

(j) No Partnership and No Third Party Beneficiaries. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between any of the parties hereto. This Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

(k) Covenants Running with the Land. All of the terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding on and inure to the benefit of Town Management, the Library and the Merchants' Association and their respective successors and assigns.

[Signatures on the following pages]

NORTH SHELBY LIBRARY DISTRICT, a public corporation

By: Paul Garris  
Printed Name: Paul GARRIS  
Title: Board Chairman

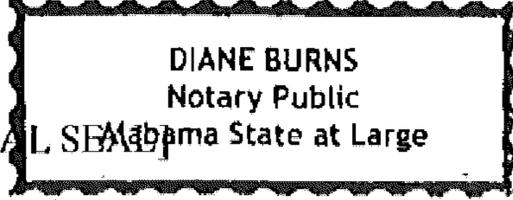
STATE OF ALABAMA )  
                                          :  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Paul Garris, whose name as Board Chairman of North Shelby Library District, a public 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and seal this 15 day of January, 2026.

Diane Burns  
Notary Public

My commission expires: 07/12/26



[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Easement Agreement as of the day and year first above written.

MT LAUREL TOWN MANAGEMENT, INC., an Alabama corporation

By: [Signature]  
Printed Name: Nicholas Dawson  
Title: VP

STATE OF ALABAMA )  
                                          :  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Nicholas Dawson, whose name as Vice President of Mt Laurel Town Management, 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 31st day of December, 2025.

[Signature]  
Notary Public

My commission expires: 11/9/2029



**MT LAUREL MERCHANTS' ASSOCIATION,  
INC., a nonprofit corporation**

By: [Signature]  
Printed Name: Nicholas Dawson  
Title: Director

STATE OF ALABAMA            )  
                                          :  
COUNTY OF SHELBY         )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Nicholas Dawson, whose name as Director of **Mt Laurel Merchants' Association, Inc.**, a nonprofit 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, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal this 31st day of December, 2025.

[Signature]  
Notary Public

My commission expires: 11/9/2029



This instrument prepared by:  
Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
205-521-8000

**EXHIBIT A**

**Legal Description of Robinson Building Lot**

Lot 1-01, Block 1, Mt Laurel – Phase IA, as recorded in Map Book 27, Page 72A in the Office of the Judge of Probate of Shelby County, Alabama.

**EXHIBIT B**

**Legal Description of Existing Mechanical Yard**

**Existing Mechanical Yard legal description**

A Part of lot 1-05, Block 1, according to the map of Mt Laurel -Phase I, Block 1-Sector 1 as recorded in Map Book 37, Page 110 in the Office of the Judge of Probate of Shelby County, Alabama being more particularly described as follows:

BEGIN at the West end of the Southernmost lot line of lot 1-02A2, Block 1, according to the survey of Mt Laurel – Phase I, Block 1 – Sector 1, Resurvey of Lots 1-02A and 1-02B as recorded in Map Book 39, Page 126 and re-recorded in Map Book 40, Page 121 in the Office of the Judge of Probate of Shelby County, Alabama and run in a Northerly direction along the common lot line of said lots 1-02A2 and 1-05 for a distance of 69.80 feet; thence turn a deflection angle to the left of 90°00' and run in a Westerly direction along the common lot line of said lots 1-02A2 and 1-05 for a distance of 24.90 feet; thence leaving said common lot line, turn a deflection angle to the left of 90°00' and run in a Southerly direction for a distance of 69.80 feet; thence turn a deflection angle to the left of 90°00' and run in an Easterly direction for a distance of 24.90 feet to the POINT OF BEGINNING

Said parcel containing 1,738 square feet, more or less

**EXHIBIT C**

**Legal Description of Library Building Lot**

Lot 1-02A2, Mt Laurel Phase I, Block 1, Sector 1 Resurvey of Lots 1-02A and 1-02B, as recorded in Map Book 39, Page 126 and re-recorded in Map Book 40, Page 121 in the Office of the Judge of Probate of Shelby County, Alabama.

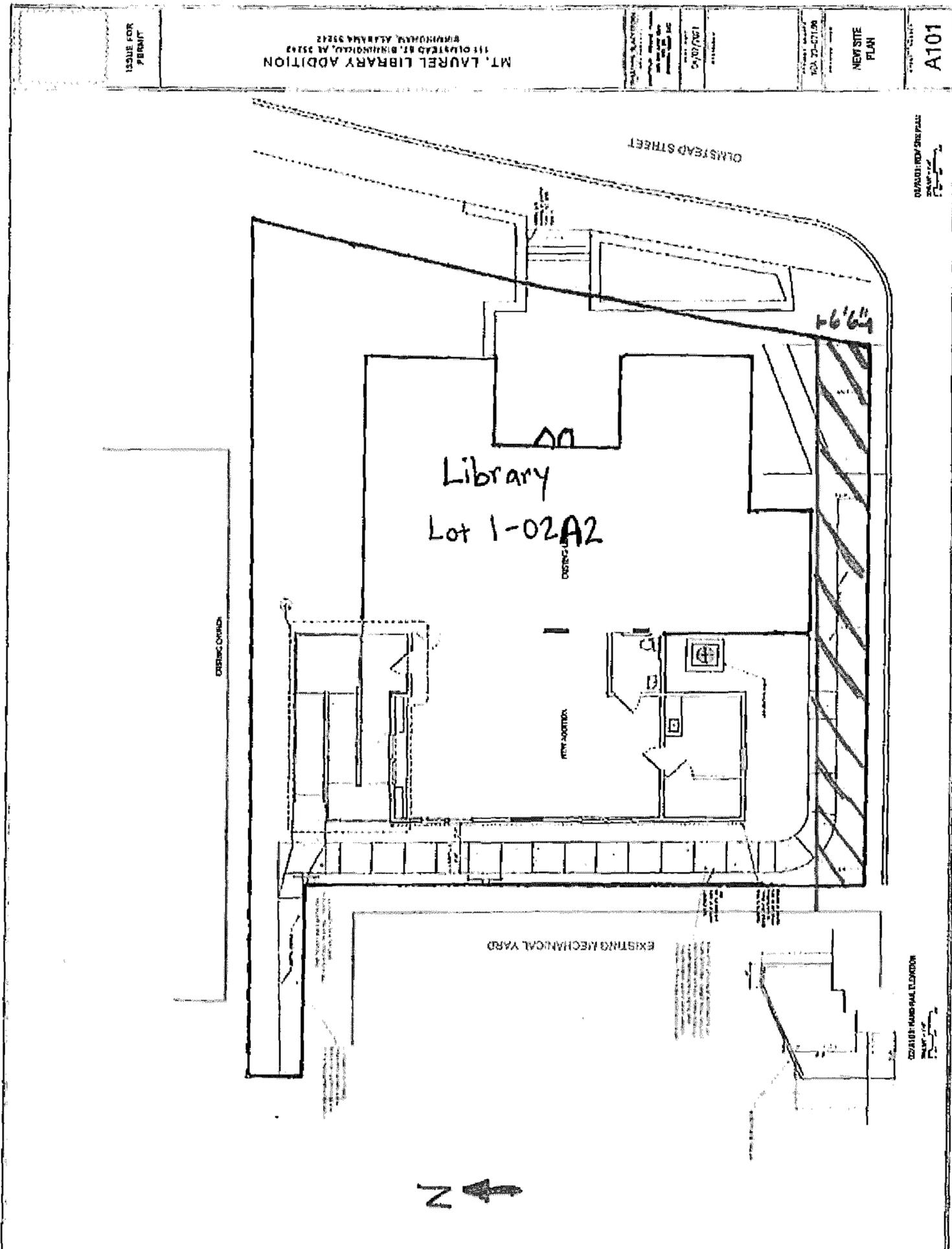
**EXHIBIT D**

**Legal Description of the Parking Lot**

Lot 1-05, Mt Laurel Phase I, Block 1, Sector 1, as recorded in Map Book 37, Page 110 in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT E

Site Plan



4928-1435-4560.2



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 01/22/2026 12:06:56 PM  
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*Allie S. Bayl*