

This instrument was prepared by:
JT Thornbury
27 Inverness Center Parkway
Birmingham, AL 35242
205-795-4704
STATE OF ALABAMA

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SHELBY COUNTY

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "**Agreement**") is made as of the 12th day of February, 2026 (the "**Effective Date**"), between **BIRMINGHAM REALTY COMPANY**, an Alabama corporation, its successors and assigns (collectively, "**BRC**"), and **DOTRY ENTERPRISES, LLC, an Alabama limited liability company**, its successors and assigns ("**Edgar's**").

RECITALS:

R-1. BRC is the owner of Lot 6B ("**Lot 6B**") of that certain Resurvey of Lot 6 of Oak Mountain Commerce Place as recorded in Map Book 62, Page 80, in the Office of the Judge of Probate of Shelby County, Alabama (the "**Lot 6 Resurvey**"), and BRC is the owner of Lot 6C of the Lot 6 Resurvey ("**Lot 6C**"), and together with Lot 6B, the "**BRC Property**").

R-1. Edgar's is the owner of Lot 6A of the Lot 6 Resurvey (the "**Edgar's Property**"). Edgar's acquired the Edgar's Property from BRC pursuant to a deed recorded among the land records immediately prior to this Agreement.

R-3. The Edgar's Property and the BRC Property (collectively, the "**Oak Mountain Commerce Properties**", and individually, a "**Property**") are contiguous and are shown on the site plan attached here as **Exhibit C** (the foregoing, as amended and approved by the Owners from time to time, the "**Site Plan**").

R-4. BRC and Edgar's (each individually, an "**Owner**", and collectively, the "**Owners**") have determined that it is necessary and appropriate to establish certain access easements across the Oak Mountain Commerce Properties for the benefit of the Oak Mountain Commerce Properties, and the respective agents, customers, patrons, guests, invitees, licensees, employees, servants, contractors, mortgagees and tenants of the beneficiary Property (all of which persons are collectively referred to as the "**Permittees**"), all as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals set forth above and the Exhibits attached hereto are incorporated herein and made a part of this Agreement to the same extent as if set forth herein.

2. **EASEMENTS.**

2.1 **Edgar's Access Easement**

(a) **Easements.** BRC hereby grants and conveys to Edgar's and its successors, for the benefit of and as an appurtenance to the Edgar's Property, a perpetual, non-exclusive ingress and egress fifty (50) foot wide easement over and across that certain portion of Lot 6B identified as "50' ACCESS EASEMENT "A" on the Site Plan ("**Edgar's Access Easement "A"**"). Additionally, BRC hereby grants and conveys to Edgar's and its successors, for the benefit of and as an appurtenance to the Edgar's Property, a perpetual, non-exclusive ingress and egress thirty-five (35) foot wide easement over and across that

certain portion of Lot 6C identified as "35' ACCESS EASEMENT "B" on the Site Plan ("**Edgar's Access Easement "B"**"). The combined Edgar's Access Easement "A" and Edgar's Access Easement "B" are sometimes collectively referred to herein as the "**Edgar's Access Easement**". BRC grants the Edgar's Access Easement to Edgar's solely for the purposes of vehicular and pedestrian ingress and egress access by Edgar's and its Permittees to and from the public right of way of U.S. Highway 31.

(b) Construction of Access Roadway. No later than twenty-four (24) months following the Effective Date, Edgar's, at its sole cost and expense, shall construct a roadway within the Edgar's Access Easement (the "Access Roadway") in the location indicated on the Site Plan and in accordance with plans and specifications to be prepared by Edgar's and approved by BRC, in order to provide the Oak Mountain Commerce Properties with vehicular and pedestrian ingress and egress to and from US Highway 31. Construction of the Access Roadway must comply with the terms of Section 4 below. Following completion of the Access Roadway by Edgar's, BRC agrees to reimburse Edgar's for an amount not to exceed \$72,500.00 to pay for costs in connection with the construction and installation of the Access Roadway (the "Access Roadway Reimbursement"). BRC agrees to pay the Access Roadway Reimbursement within thirty (30) days after Edgar's delivers to BRC the following: (a) documentation to BRC's sole and unfettered satisfaction evidencing the hard cost amounts spent by Edgar's on the construction and installation of the Access Roadway; (b) an affidavit of Tenant's contractor confirming that the Access Roadway has been fully completed in accordance with any plans approved by BRC, and that all subcontractors, laborers, and material suppliers supplying labor or material for the Access Roadway have been paid in full; and (c) a waiver of lien with respect to the BRC Property executed by said contractor and; if requested by BRC, waivers of lien executed by every subcontractor supplying labor and materials greater than \$1,000.00 for the Access Roadway. If, prior to the commencement of construction of the Access Roadway, Edgar's receives a minimum of two (2) quotes from qualified contractors substantially exceeding the Access Roadway Reimbursement, Edgar's may notify BRC in writing. Upon such notice, the parties agree to negotiate in good faith to resolve the cost discrepancy. Resolutions may include, but are not limited to: (i) increasing the Access Roadway Reimbursement to a mutually agreeable higher amount; (ii) modifying the scope or specifications of the Access Roadway to reduce costs; or (iii) BRC performing or contracting for the construction of the Access Roadway directly, using BRC's own contractors and resources. If, after a period of thirty (30) days of good faith negotiation, the parties cannot reach an agreement regarding the excess costs, Edgar's may elect to proceed with construction and receive the Access Roadway Reimbursement as prescribed above, or cancel the planned construction of the Access Roadway. Notwithstanding anything herein to the contrary, at any time prior to Edgar's commencement of construction of the Access Roadway, BRC may elect to construct the Access Roadway instead of Edgar's by providing written notice to Edgar's of the same, and in such event, both Edgar's duty to build the Access Roadway and BRC's duty to provide any Access Roadway Reimbursement shall become null and void.

(c) Maintenance and Repairs. Following completion of the Access Roadway by Edgar's, BRC, together with its successor and assigns, covenants and agrees to maintain the Edgar's Access Easement in good, working condition. BRC shall maintain the right, but not the obligation, to repave the Access Roadway at BRC's sole and unfettered discretion. In the event BRC elects to repave any portion of the Access Roadway, the Owners agree that the cost to restore and resurface such paved area shall be divided between the owner of the Edgar's Property and the combined owners of the BRC Property as follows: Lot 6A = 40% of cost; Lot 6B = 20% of cost; and Lot 6C = 40% of cost. All such work conducted by BRC shall be completed in a workmanlike manner and BRC shall comply with all applicable laws and ordinances.

(d) Protected Drive. The Access Roadway shall not be altered or relocated without the prior and express written consent of the owner of the Edgar's Property.

(e) No Barriers. BRC hereby covenants and agrees that free and open access across over, under and through the Edgar's Access Easement shall be maintained and that no fence, division, partition, rail or obstruction of any type or kind shall ever be placed, kept, permitted or maintained on the Edgar's Easement Area that would block access across, over, under and through the Edgar's Access Easement (subject, however, to temporary blockage/closure for maintenance, emergency conditions or compliance with governmental mandates). No barricade or other divider will be constructed on the Edgar's Access Easement, and BRC shall do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic through the Edgar's Access Easement to the public right of way of U.S. Highway 31.

(f) Reservations. Notwithstanding anything herein to the contrary, the easement rights pursuant to this Section 2.1 shall be subject to the following reservations as any other applicable provisions contained in this Agreement:

(i) BRC reserves the right to close-off Edgar's Access Easement "A" or Edgar's Access Easement "B" for such reasonable period of time as may be legally necessary in the opinion of such Owner's counsel to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to any closing-off of any portion of the Edgar's Access Easement "A" or Edgar's Access Easement "B", BRC shall provide written notice to Edgar's and shall in good faith attempt to coordinate such closing-off with the other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur;

(ii) BRC reserves the right to temporarily erect or place barriers in and around the applicable areas of Edgar's Access Easement "A" or Edgar's Access Easement "B" which are then being repaired, relocated or reconstructed in order to ensure safety of persons or the protection of property.

2.2 BRC Access Easement.

(a) Easement. Edgar's hereby grants and conveys to BRC and its successors, for the benefit of and as an appurtenance to the BRC Property (both Lot 6B and Lot 6C), a perpetual, non-exclusive ingress and egress over and across all driveways within the area identified as "BRC ACCESS EASEMENT" on the Site Plan for the purposes of vehicular and pedestrian ingress and egress access by BRC and its Permittees to and from the public right of way of Commerce Parkway (the "**BRC Access Easement**").

(b) Maintenance and Repairs. Edgar's, together with its successor and assigns, covenants and agrees to maintain all areas subject to the BRC Access Easement in good, working condition, which shall include maintaining, repairing, restoring, and resurfacing, when necessary, all paved surfaces in a good, level, smooth and evenly covered condition with the type of surfacing material originally installed or with a substitute that is of equal or superior quality, use and durability.

(c) Protected Drive. Edgar's agrees that the driveways within the BRC Access Easement shall not be altered or relocated without the prior and express written consent of the Owner(s) of the BRC Property.

(d) No Barriers. Edgar's hereby covenants and agrees that free and open access across over, under and through the BRC Access Easement shall be maintained and that no fence, division, partition, rail or obstruction of any type or kind shall ever be placed, kept, permitted or maintained on the BRC Access Easement that would block access across, over, under and through the BRC Access Easement (subject, however, to temporary blockage/closure for maintenance, emergency conditions or compliance with

governmental mandates). No barricade or other divider will be constructed on the BRC Access Easement, and BRC shall do nothing to prohibit or discourage the free and uninterrupted flow of pedestrian and vehicular traffic from the BRC Access Easement to the public right of way of Commerce Parkway.

2.3 Springing Easements - Lot 6B and Lot 6C. In the event BRC conveys either Lot 6B or Lot 6C separately, but retains the other BRC Property, then the Owner of Lot 6C shall have a perpetual, non-exclusive ingress and egress fifty (50) foot wide easement over and across that certain portion of Lot 6B identified as "50' ACCESS EASEMENT "A" on the Site Plan. Likewise, the Owner of 6B shall have a perpetual, non-exclusive ingress and egress thirty-five (35) foot wide easement over and across that certain portion of Lot 6C identified as "35' ACCESS EASEMENT "B" on the Site Plan.

3. DEFAULT.

3.1 Self-Help. If an Owner fails to comply with any term of this Agreement and does not cure the same within ten (10) days after receipt of written notice from the other Owner (or such longer period as is reasonably necessary for cure, provided that the defaulting Owner commences remedial action within the ten (10) day period and diligently pursues the same to completion), then the other Owner shall have the right, but not the obligation, to cure such failure for and on behalf of the defaulting Owner. In such event, the defaulting Owner shall pay to the Owner on demand any amount that the Owner expends for such purpose, together with costs of enforcement and interest at the lesser of (i) the maximum rate of interest permitted under law, or (ii) the prime rate from time to time as set forth in the Money Rates Section (or successor section) in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication), plus three percent (3%) per annum. If the Owner is not reimbursed by the defaulting Owner within thirty (30) days from the date of receipt of the invoice, the Owner shall have the immediate right to record a lien upon the title of the defaulting Owner's Property for unpaid costs, interest and the expense of enforcement.

3.2 Other Remedies. In addition to the foregoing, if an Owner fails to comply with the terms of this Agreement, the other Owner shall be entitled to institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy available at law or in equity. The prevailing Owner in such legal actions or proceedings shall be entitled to recover from the non-prevailing Owner all reasonable attorney's fees and courts costs incurred in connection with the foregoing. Additionally, in the event an Owner is in breach of this Agreement, and the non-breaching Owner incurs legal fees in order to secure the performance of any obligation or covenant contained in this Agreement, the non-breaching Owner shall be entitled to recover reasonable third-party attorneys' fees and costs in connection with such dispute should the breach be cured prior to adjudication.

3.3. Injunctive Relief. Each Owner shall also be entitled to injunctive relief and any other appropriate relief as may be available at law or in equity for any violation of this Agreement. An Owner shall be entitled, at its option and without waiver of any rights and remedies against the other, to directly enforce the terms of this Agreement against any tenants or occupants of a Property (provided such terms apply to that Property).

4. MANNER OF PERFORMING WORK. Whenever an Owner performs any construction, maintenance, repair, replacements, relocation, modification or other work on the Property of the other Owner (as required or permitted under this Agreement) (the "**Off-Site Work**"), the work will be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations and in strict compliance with any approval required from a granting Owner. Prior to commencing any Off-Site Work, the Owner performing such work shall provide the Owner of the Parcel with: (i) at least ten (10) days' advance written notice of the Owner's intention to undertake the Off-

Site Work (except in the case of an emergency where there is an imminent threat of harm to persons or property, in which event notice shall be given as soon as reasonably practicable); and (ii) a certificate of insurance showing that its contractors have obtained the same liability insurance as each Owner is required to carry under this Agreement. Promptly after the completion of any Off-Site Work, the Owner performing such work shall return the surface of the Parcel to, as nearly as practicable, the condition which existed prior to the commencement of such work using materials and design standards which equal or exceed those originally used. If any mechanics', materialmen's or other professional services liens are filed, then the Owner that completed the Off-Site Work shall promptly pay the same and have the liens discharged of record or promptly take such other action as is necessary for the liens to be discharged. In the event an Owner causes any damage to any utilities, paving, sidewalks, or other improvements located on the Property of the other Owner in connection with the exercise of its rights or obligations under this Agreement, then that Owner shall, at its sole cost and expense, promptly repair and restore such damage.

5. DEDICATION. BRC, together with its successors and assigns, reserves the right to dedicate any portion of the Access Roadway to the City of Pelham or to Shelby County, Alabama. In such event, Edgar's covenants and agrees to cooperate with BRC as necessary to undertake the dedication of such property.

6. INDEMNIFICATION. Each Owner shall indemnify, defend, protect and hold harmless the other Owner from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising (i) in connection with any Off-Site Work conducted by an indemnifying Owner on another Owner's Property, except if caused solely and directly by the negligence or willful misconduct of the other Owner or its employees, contractors, or agents; (ii) as a result of the gross negligence or willful misconduct of such Owner or its employees, contractors, or agents; and/or (iii) as a result of such Owner's failure to comply with the terms of this Agreement. No Owner shall be liable to the other Owner for (and the indemnity obligations of each Owner set forth above shall not apply to) punitive damages or consequential damages, such as an Owner's lost profits.

7. INSURANCE. Each Owner shall maintain commercial general liability insurance with broad form coverage in an amount equal to or greater than the "Minimum Amount" (as defined below) insuring against claims on account of loss of life, bodily injury or property damage, and contractual liability (i.e. exclusions for liability assumed under contract must be deleted) that may arise from, or be occasioned by (i) the condition, use or occupancy of its Property; or (ii) the conduct of an Owner. Such insurance shall be procured from a company licensed in the state in which the Project is located and will be rated by Best's Insurance Reports not less than A-/VIII. The term "**Minimum Amount**" means \$2,000,000.00 per occurrence as of the Effective Date, as adjusted on the fifth (5th) anniversary of the Effective Date and every five (5) years thereafter to reflect increases in the Consumer Price Index. The term "**Consumer Price Index**" means the index for the East South Central Division (Alabama, Mississippi, Tennessee and Kentucky), now known as the United States Department of Labor, Bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers (1982-84 = 100) all items (CPI-U), or if such index is no longer published, then a successor index selected by the Owners. In no event will the Minimum Amount ever be reduced as a result of any such Consumer Price Index adjustment. The Owners each hereby waive any rights one may have against the other on account of any loss or damage occurring to an individual Owner, or its respective Property, either real or personal, arising from any risk covered by insurance policies then in effect. In addition, the Owners, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any insurance company may have against the Owners.

8. MISCELLANEOUS.

8.1 Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by an instrument in writing duly executed and recorded by all persons or entities with record ownership of fee title to the Oak Mountain Commerce Properties.

8.2 Notices. If at any time, it is necessary or convenient for one of the Owners to serve any notice, demand or communication upon the other Owner, such notice, demand or communication must be in writing, signed by the Owner serving notice, sent by electronic mail (provided that if sent by electronic mail, a copy of such notice is also sent by one of the other methods listed herein), nationally recognized overnight carrier, hand delivery, or registered or certified United States mail, return receipt requested and postage or other charges prepaid.

If intended for BRC, the notice must be addressed to:

The Barber Companies, Inc.
Attn: President
27 Inverness Center Parkway
Birmingham, Alabama 35242

If intended for Edgar's, the notice must be addressed to:

Edgar's Old Style Bakery, Inc.
Attn: Terry Smith
499 Southgate Drive
Pelham, Alabama 35124

or such other address as either Owner furnishes to the other, in writing, as a place for the service of notice. Any notice so sent will be deemed given upon receipt or when delivery is refused. Following conveyance of a Property, notice to the successor owner of such Property shall be addressed to either the mailing address of that Property, or such other address as requested in writing by the successor owner of such Property.

8.3 Covenants Running with the Land; Binding on Successors and Assigns. The restrictions, easements, rights, and obligations contained in this Agreement will run with the land and shall bind, inure to, and be for the benefit of the owners of the Oak Mountain Commerce Properties. This Agreement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama.

8.4 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties do not rely upon any statement, promise or representation not herein expressed.

8.6 Governing Law. This Agreement shall be governed by the laws of the state of Alabama.

8.7 Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

8.8 No Rights in Public/No Third-Owner Beneficiary. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Oak Mountain Commerce Properties. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-Owner beneficiary rights in any person not a Owner hereto.

8.9 No Merger. Notwithstanding any Owner's ownership of more than one Property, the easements granted hereunder shall burden and benefit each Property individually, without merger as a result of such common ownership.

8.10 Duration. This Agreement and each easement created hereby will continue for a term of forty (40) years from the date of this Agreement and will thereafter continue in full force and effect so long as any easement created hereby is used by any Owner.

8.11 Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, BRC and Edgar's have executed this Agreement under seal on the date first above written.

**BIRMINGHAM REALTY COMPANY,
an Alabama corporation**

By: T. Paul Sanford

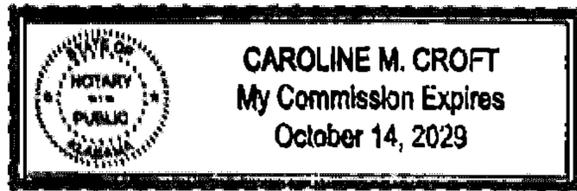
Printed Name: T. Paul Sanford

Its: Chief Financial Officer

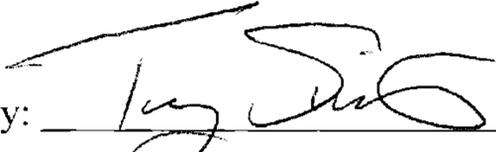
STATE OF ALABAMA)
Shelby COUNTY)

I, Caroline M. Croft, a Notary Public in and for said County in said State, hereby certify that T. Paul Sanford, whose name as Chief Financial Officer of **BIRMINGHAM REALTY COMPANY, an Alabama corporation**, is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 11th day of February, 2026.

Caroline M. Croft
Notary Public
Caroline M. Croft
Printed Name
My Commission Expires: 10/14/2029



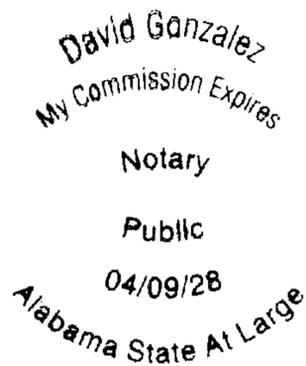
DOTRY ENTERPRISES, LLC, an Alabama limited liability company
~~EDGAR'S OLD STYLE BAKERY, INC., an Alabama corporation~~

By: 
Printed Name: Terry Smith
Its: ~~XXXXXXXXXX~~ President Member

STATE OF ALABAMA)
Jefferson COUNTY)

I, David Gonzalez, a Notary Public in and for said County in said State, hereby certify that Terry Smith, whose name as ~~XXXXXXXXXX~~ President Member of ~~EDGAR'S OLD STYLE BAKERY, INC., an Alabama corporation~~,* is signed to the foregoing agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date. Given under my hand this 12 day of February, 2026.


Notary Public
David Gonzalez
Printed Name
My Commission Expires: 04/09/28
Notary Public



*Dotry Enterprises, LLC, an Alabama limited liability company

Exhibit A

Site Plan

(See attached)

