

STATE OF ALABAMA)

SHELBY COUNTY)

Inst # 2000-01426

GRANT OF EASEMENTS

THIS INSTRUMENT was executed on the 20th day of December, 1999, by Ki Chon Choi and Seung Woo Choi (collectively, the "Grantor") in favor of River Ridge Retail Company, L.L.C., a Delaware limited liability company (the "Grantee").

RECITALS

- A. The Grantor is the owner of certain property in Shelby County, Alabama, specifically described in **Exhibit A** (herein referred to as the "Shogun Property").
- B. The Grantee is the owner of certain property in Shelby County, Alabama, adjacent and to the west of the Shogun Property, specifically described in **Exhibit B** (herein referred to as the "River Ridge Property").
- C. The Grantor has agreed to convey to the Grantee certain easements across the northwest corner of the Shogun Property for the purposes of establishing a permanent driveway and landscaping easement, a permanent grading and slope easement, and a permanent sanitary sewer easement, as more specifically set forth below.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor and Grantee hereby agree as follows:

- 1. **Driveway and Landscape Easement:** The Grantor does hereby grant, bargain, sell and convey unto the Grantee an easement for vehicular and pedestrian ingress and egress and for installation and maintenance of landscaping (the "Driveway and Landscape Easement"), to and from the public roadway to the River Ridge Property, over, through and across a parcel of land owned by Grantor and more particularly described in **Exhibit C**. The Grantee shall have the right to improve the Driveway and Landscape Easement by grading, paving, and landscaping the same.
- 2. **Grading and Slope Easement:** The Grantor does hereby grant, bargain, sell and convey unto the Grantee a permanent easement (the "Slope Easement") under, over, through and across a parcel of land owned by Grantor and more particularly described in **Exhibit D** for the purpose of grading and sloping the easement area in accordance with the grading plan set forth in **Exhibit E**, together with the right to construct and maintain (within the easement boundaries) the slope and landscaping thereon which in the sole judgment of Grantee is necessary, proper, or reasonable in connection with the Slope Easement. The Grantee, in connection with the grading of the Slope Easement in accordance with the

01/12/2000-01426
03:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 CJ1 36.50

grading plan, shall employ good engineering practices and shall conduct such work in a good and workmanlike manner.

3. **Sewer Easement:** The Grantor does hereby grant, bargain, sell and convey unto the Grantee a permanent easement (the "Sewer Easement") under, over, through and across a parcel of land owned by Grantor and more particularly described in **Exhibit F** for the purposes of constructing and installing sanitary sewer lines in accordance with **Exhibit G**, together with the right to maintain and service the Sewer Easement and the sewer lines thereon which in the sole judgment of Grantee is necessary, proper or reasonable in connection with such Sewer Easement. The Grantee shall employ good engineering practices and shall conduct such work in a good and workmanlike manner. Grantor agrees to cooperate and join in Grantee's efforts to dedicate the Sewer Easement to the relevant sewer authority in the event Grantee elects to dedicate the Sewer Easement in its reasonable discretion.
4. **Maintenance:** Throughout the term of each easement, Grantee, its heirs, successors and assigns, shall be responsible for all of the costs and expenses of maintaining the easements granted hereunder. The Grantee (and not the Grantor) shall have an ongoing responsibility for maintaining the Driveway and Landscape Easement, the Slope Easement and the Sewer Easement (unless dedicated), including, without limitation the implementation of erosion control through appropriate landscaping, drainage, or other measures, and shall maintain a natural vegetative ground cover on the Slope Easement to the extent feasible. The Grantee shall indemnify and hold Grantor harmless from any and all claims, demands, liabilities or expenses (including legal fees) in connection with any injury to any person or damage to property or any claim by any party arising from the Grantee's use, improvement or maintenance of the Driveway and Landscape Easement, the Slope Easement and the Sewer Easement (unless dedicated).
5. **Parking:** In connection with the Slope Easement property described in **Exhibit D**, Grantee shall construct and provide, at its expense, additional parking spaces on the Slope Easement property as shown on **Exhibit H**. Such parking spaces shall be maintained by and the ongoing responsibility of the Grantor at Grantor's cost and expense.
6. **Binding Effect:** The easements granted herein shall constitute a covenant running with the land in favor of the River Ridge Property and shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective heirs, successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easements on the day and year first shown above.

GRANTOR:



Ki Chon Choi



Seung Woo Choi

GRANTEE:

River Ridge Retail Company, L.L.C.

By: 

Its: Authorized Agent

STATE OF ALABAMA)

Madison COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ki Chon Choi and Seung Woo Choi, whose names are signed to the foregoing Grant of Easements, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Grant of Easements, they executed the same voluntarily on the day the same bears date.

Given under my hand this 14th day of ~~October~~ December, 1999.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 12.11.2002

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David L. Silverstein, whose name as Authorized Agent of River Ridge Retail Company, L.L.C., a Delaware limited liability company, is signed to the foregoing Grant of Easements and who is known to me, acknowledged before me on this day that, being informed of the contents of this Grant of Easements, he, in his capacity as such 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 the 21st day of ^{December} ~~October~~, 1999.

Anna Marie Allen
Notary Public

[NOTARIAL SEAL]

My Commission Expires Sept. 30, 2000

EXHIBIT A

Shogun Property Description

Lot 3 of Key Pointe Shopping Center also a part of Lot 4, of Key Pointe Shopping Center as recorded in Map Book 13, page 61, in the Probate Office of Shelby County, Alabama. A part of Lot 4 more particularly described as follows:

Being at the Northwest corner of Lot 4 of Key Pointe Shopping Center for a point of beginning, thence run South 50° 48' 25" East along the Northeast line of said Lot 4 for a distance of 114.27 feet to the Southerly corner of Lot 3 for Key Pointe Shopping Center; thence run South 39° 11' 35" West for a distance of 38.21 feet; thence run North 51° 07' 16" West for a distance of 83.06 feet to the West line of said Lot 4; thence run North 00° 17' 00" East along the West line of said Lot 4 for a distance of 49.69 feet to the point of beginning.

EXHIBIT B

River Ridge Property Description

Lot 3, according to the survey of River Ridge Plaza, as recorded in Map Book 26, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT C

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH

BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6866

FAX (205) 328-2252

RIVER RIDGE PLAZA

DRIVEWAY & LANDSCAPE EASEMENT

A part of Lot 3-A, Key Pointe Shopping Center No. 2 Resurvey Lots 3 & 4, as recorded in Map Book 19, Page 93 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 3-A, Key Pointe Shopping Center No. 2 Resurvey Lots 3 & 4, said point also being the Northeasterly corner of Lot 3, River Ridge Plaza, as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama; thence South along the common line between said Lot 3-A and Lot 3 a distance of 41.35 feet to a point; thence $122^{\circ}22'36''$ to the left in a Northeasterly direction a distance of 42.35 feet to a point on the Northeasterly line of said Lot 3-A, said point also being on the Southeasterly right-of-way line of U.S. Highway No. 280; thence $119^{\circ}02'22''$ to the left in a Northwesterly direction along the Northeasterly line of said lot and along said right-of-way line of 40.36 feet to the POINT OF BEGINNING.

October 6, 1999

desc1068

EXHIBIT D

LEGAL DESCRIPTION

PROPOSED GRADING EASEMENT

Being an easement situated in the N.W.1/4 of the N.W.1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeasterly corner of Lot 3 according to the Survey of River Ridge Plaza as recorded in Map Book 26, Page 14, in the Probate Office of Shelby County, Alabama, said point being the point of intersection of the West line of Section 36, Township 18 South, Range 2 West and the Southwesterly right-of-way line of U. S. Highway #280; thence run in a Southeasterly direction along the Southwesterly right-of-way line of U. S. Highway #280 a distance of 35.99 feet to a point; thence $86^{\circ} 14' 23''$ to the right in a Southwesterly direction a distance of 11.95 feet to a point; thence $36^{\circ} 54' 52''$ to the right in a Southwesterly direction a distance of 31.11 feet to a point on the Westerly line of said Section 36, said point also lying on the Easterly property line of the aforementioned Lot 3, River Ridge Plaza; thence $119^{\circ} 21' 11''$ to the right in a Northerly direction along the West line of said section and the Easterly property line of said Lot 3 a distance of 42.80 feet to the POINT OF BEGINNING.

Containing 794.908 square feet or 0.018 acres.

EXHIBIT E



EXHIBIT F

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS

1001 22ND STREET SOUTH

BIRMINGHAM, ALABAMA 35205

PHONE (205) 323-6866

FAX (205) 328-2252

RIVER RIDGE PLAZA

SANITARY SEWER EASEMENT

A 20 foot wide easement for a sanitary sewer being 10 feet on either side of the following described centerline lying across a part of Lot 3-A, Key Pointe Shopping Center No. 2 Resurvey Lots 3 & 4, as recorded in Map Book 19, Page 93 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Lot 3-A, Key Pointe Shopping Center No. 2 Resurvey Lots 3 & 4, said point also being the Northeasterly corner of Lot 3, River Ridge Plaza, as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama; thence South along the common line between said Lot 3-A and Lot 3 a distance of 289.09 feet to the POINT OF BEGINNING; thence $89^{\circ}17'39''$ to the left in Easterly direction a distance of 21.07 feet to a point; thence $31^{\circ}41'31''$ to the right in a Southeasterly direction a distance of 102.54 feet to the POINT OF ENDING.

October 13, 1999

desc1068

Key Point Shopping Center
Blumberg's Resurvey

Lot 3
River Ridge Plaza
Map Book 26, Page 14

89° 17' 39"

102.54'

21.07'
21° 41' 31"

SANITARY SEWER
EASEMENT

289.09'

Lot 3-A
Key Point Shopping Center No. 2
Resurvey Lots 3 & 4
Map Book 19, Page 93

117° 35'

SANITARY SEWER EASEMENT
RIVER RIDGE PLAZA

WALTER SCHOEL ENGINEERING COMPANY, INC.

101 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
205-922-8225

EXHIBIT G

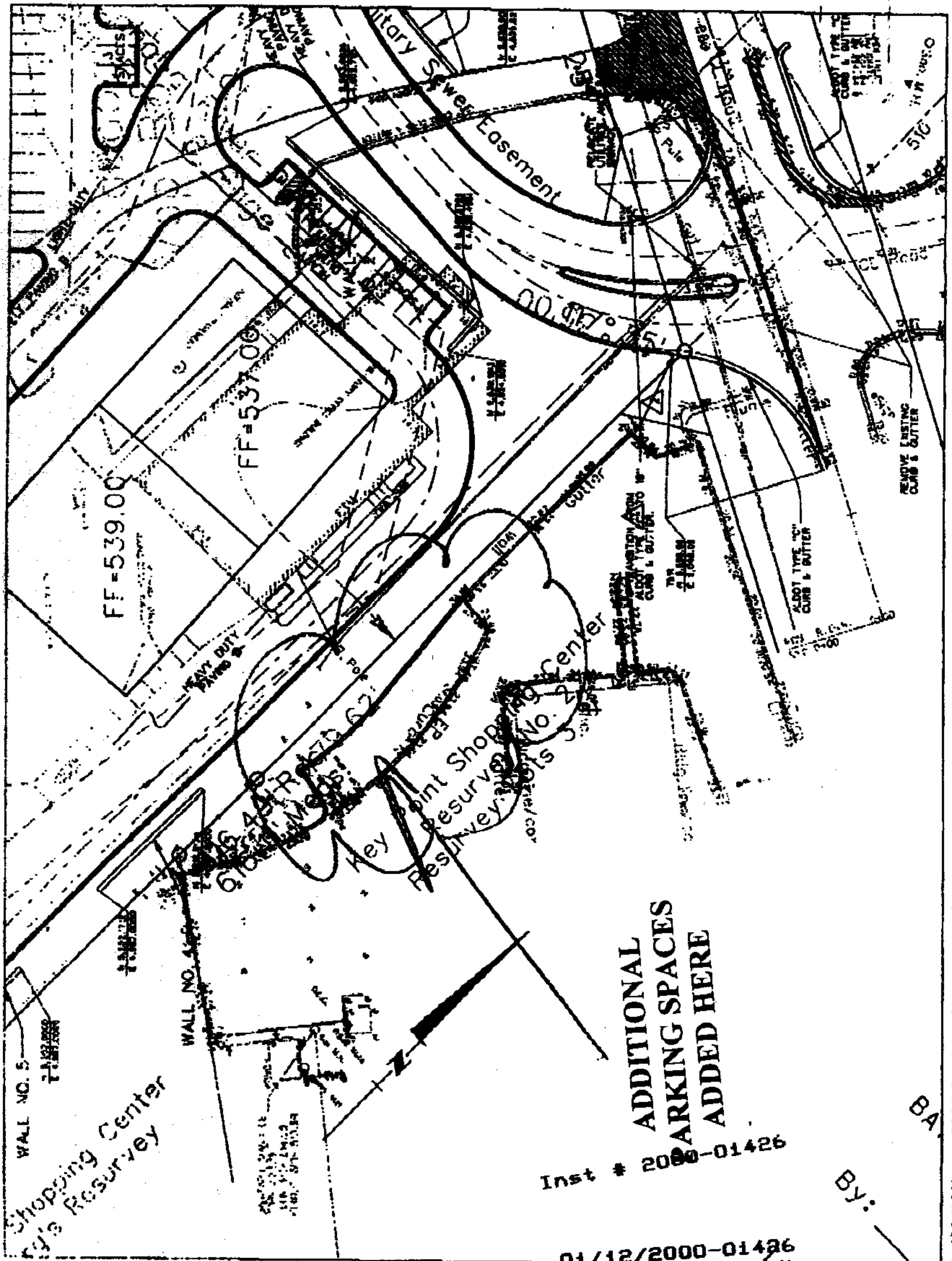


EXHIBIT H

01/12/2000-01426
 03:58 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 012 CJ1 36.50