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This instrument was prepared by:  
Gentry Tipton & McLemore  
Greg Meadows  
900 South Gay Street, Suite 2300  
Knoxville, TN 37902

### TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA       §  
                                     §                   KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY       §

THIS TEMPORARY CONSTRUCTION EASEMENT (the "**Easement**") is made this 3<sup>rd</sup> day of February, 2021 (the "**Effective Date**"), by and between **ORANGE STORAGE 280, LLC**, an Alabama limited liability company ("**Grantee**") and **RESCOURSE HOLDINGS, LLC**, an Alabama limited liability company ("**Grantor**") (Grantee and Grantor are hereinafter sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

### RECITALS

A. Grantor is the fee owner of certain real property located in the City of Birmingham, County of Shelby, State of Alabama, being Lot 2C, according to the Map and Survey of Resource Center as recorded in Map Book 24, Page 118, in the Office of the Judge of Probate of Shelby County, Alabama (the "**RH Lot**").

B. Grantee is the fee owner of certain real property located in the City of Birmingham, County of Shelby, State of Alabama, being Lot 2B, according to the Map and Survey of Resource Center as recorded in Map Book 24, Page 118, in the Office of the Judge of Probate of Shelby County, Alabama (the "**OS280 Lot**").

C. To facilitate the construction and installation of certain improvements upon the OS280 Lot by Grantee, Grantee has requested from Grantor and Grantor has agreed to grant to Grantee and its contractors and agents, a temporary construction easement over and upon that portion of the RH Lot identified as "10' Temporary Construction Easement" and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Easement Area**").

NOW, THEREFORE, for one dollar (\$1.00) in hand paid, the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby mutually acknowledged, the Parties, intending to be bound, hereby agree as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Temporary Construction Easement.** Grantor hereby grants, bargains, sells and conveys to Grantee, its contractors and agents, a non-exclusive right and easement (the "**Temporary Construction Easement**") over and upon the Easement Area, for the purposes of accessing OS280 Lot and locating equipment, machinery and materials within the Easement Area in connection with construction of improvements upon the OS280 Lot (the "**OS280 Improvements**"). The Temporary Construction Easement includes, but is not limited to, the right and privilege by Grantee, its contractors and agents, to go onto the Easement Area with vehicles, equipment, machinery and construction supplies and materials in order to construct improvements upon the OS280 Lot. Grantee shall restore the surface of the Easement Area as close to the condition in which it was found before such work was undertaken as is reasonably practicable. Grantee shall use reasonable efforts to delineate the boundary of the Easement Area to prevent its contractors and agents from encroaching onto the RH Lot beyond the boundary of Easement Area. The Temporary Construction Easement shall automatically expire upon completion of the OS280 Improvements, but in no event later than the date that is six (6) months after the Effective Date. Upon the expiration of the Temporary Construction Easement, Grantee will, upon written request by Grantor or its successors and assigns, execute and deliver a release and termination of this Easement, in form and substance reasonably acceptable to Grantor or its successors and assigns.

3. **Indemnification and Insurance.** Grantee shall indemnify and hold harmless Grantor against any all claims, liabilities, judgments, losses, damages or costs arising out of Grantee's exercise of the rights granted hereunder. During the term of the Easement, Grantee shall maintain, or cause to be maintained, comprehensive public liability insurance, insuring against the risks of bodily injury, death and property damage with respect to the Easement Area, with a minimum single limit of not less than \$1,000,000 per occurrence, coverage to be in a comprehensive general liability form and naming Grantor as an additional insured thereon.

4. **Benefits and Burdens Running With Land.** The benefits and burdens, rights and obligations, easements and restrictions created by this Easement shall be appurtenant to and run with and burden and be binding upon the RH Lot and the OS280 Lot, and shall inure to the benefit of and be binding upon the Parties and those claiming by, through, or under them. The covenants, agreements, terms, provisions and conditions of this Easement shall bind and benefit the successors in interest of the Parties hereto with the same effect as if mentioned in each instance when a Party hereto is named or referred to, it being understood and agreed that upon any transfer of ownership of the RH Lot or the OS280 Lot or any portion thereof, each such successor in interest shall thereupon and thereafter assume, and perform and observe, any and all of the obligations of its predecessors in interest under this Easement.

5. **Remedies for Breach.** The terms and conditions of this Easement shall be enforceable by either of the Parties by actions for specific performance or injunction, in addition to any other remedies available at law.

6. **No Waiver.** No delay or omission by any Party in exercising any right or power accruing upon any noncompliance or failure of performance by the other Party under the provisions of this Easement shall impair any such right or power or be construed to be a waiver thereof.

7. **Relationship of Parties.** Nothing contained in this Easement shall be construed to make the Parties partners or joint venturers, or render either Party liable for the debts or obligations of the other.

8. **Amendment to Agreement.** This Easement may be amended only by a written agreement executed by the Parties and properly recorded in in the Office of the Judge of Probate of Shelby County, Alabama.

9. **Notice.** Any notice or other communication required, permitted, or contemplated by this Easement ("**Notice**") must be in writing and may be given by (a) United States Mail, postage prepaid, registered or certified mail, return receipt requested; (b) a recognized, bonded, national, overnight courier service; or (c) sent by email during normal business hours which shall be deemed delivered on the day sent, provided electronic confirmation of delivery is received by the sender. Notice shall be deemed delivered (x) if by United States Mail, on the earlier of (i) three (3) business days after deposited in the United States Mail or (ii) when actually delivered (as evidenced by the return receipt); (y) if by overnight courier, one (1) business day after deposit with such courier for next business day delivery, or (z) if by email, upon receipt of electronic confirmation of delivery, all addressed as follows:

**Grantor:**

Resource Holdings, LLC  
c/o Southmark Properties, LLC  
100 Centerview Drive, Suite 220  
Birmingham, AL 35216  
Attn: Ms. Jamie Walker, Accounting Manager  
Phone: 205.823.2074  
Email: jwalker@southmark.net

**Grantee:**

Orange Storage 280, LLC  
147 Resource Center Parkway, Suite 102  
Birmingham, Alabama 35242  
Attn: Jason Price  
Phone: 205.408.3443  
Email: jprice@orangedevinc.com

Notice given in any other manner shall be deemed delivered when actually received. Either Party may change its address by giving the other Party five (5) days' advance written notice of such change.

10. **Miscellaneous.** This Easement shall be construed under Alabama law. The captions are used only as a matter of convenience and are not to be considered a part of this Easement or to be used in determining the intent of the Parties. This Easement may be

executed in one or more counterparts, each of which when taken together shall constitute one and the same instrument. This Easement embodies the complete agreement between the Parties hereto with respect to the subject matter hereof and each party hereby expressly acknowledges that there are no oral understandings or agreements with respect to the subject matter hereof which are not contained in this Easement.

*(SIGNATURES ON NEXT PAGES)*



IN WITNESS WHEREOF, the Parties have executed this Easement to be effective as of the date first written above.

GRANTOR:

RESOURCE HOLDINGS, LLC.,  
an Alabama limited liability company

By: Donna Bruno  
Name: DONNA BRUNO  
Title: MANAGING PARTNER

STATE OF ALABAMA

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COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, certify that DONNA BRUNO whose name as MANAGING PARTNER of Resource Holdings, 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 of the instrument, he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 3<sup>RD</sup> day of FEBRUARY, 2021.

[SEAL]

Jeanette S. Walker  
Notary Public, State of Alabama  
My Commission Expires  
**October 22, 2023**  
My Commission Expires: \_\_\_\_\_

GRANTEE:

ORANGE STORAGE 280, LLC,  
an Alabama limited liability company

By:   
Jason Price, Manager

STATE OF ALABAMA

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COUNTY OF SHELBY

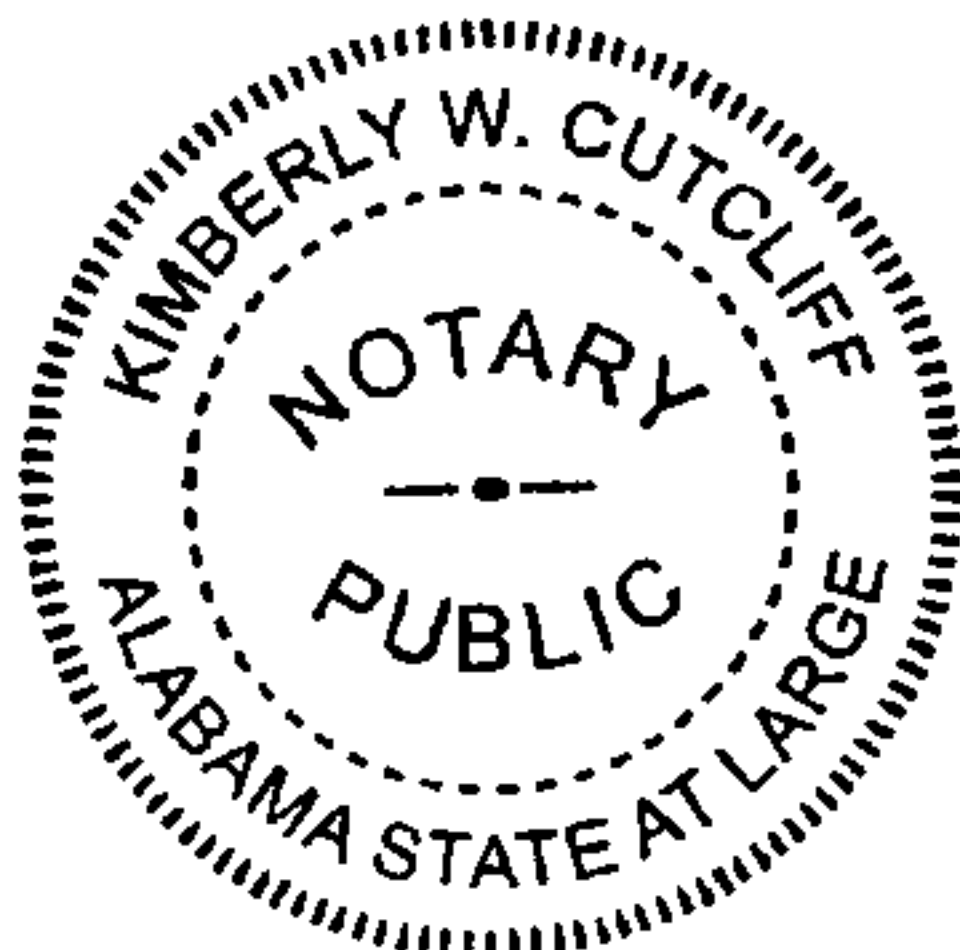
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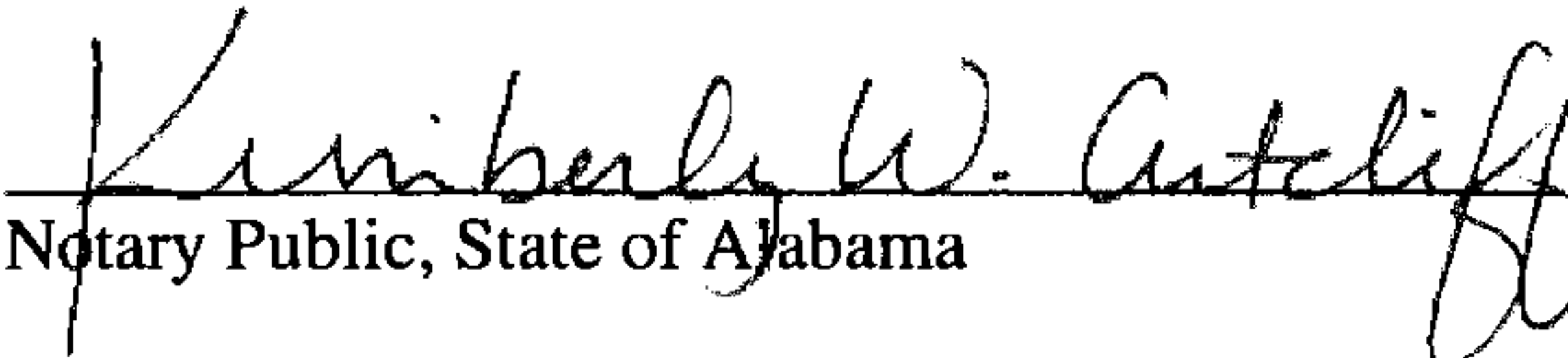
§

I, the undersigned, a Notary Public in and for said County, in said State, certify that Jason Price whose name as Manager of Orange Storage 280, 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 of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 3<sup>rd</sup> day of February, 2021.

[SEAL]



  
Notary Public, State of Alabama

My Commission Expires: \_\_\_\_\_  
**My Commission Expires:**  
**March 4, 2023**

Exhibit A

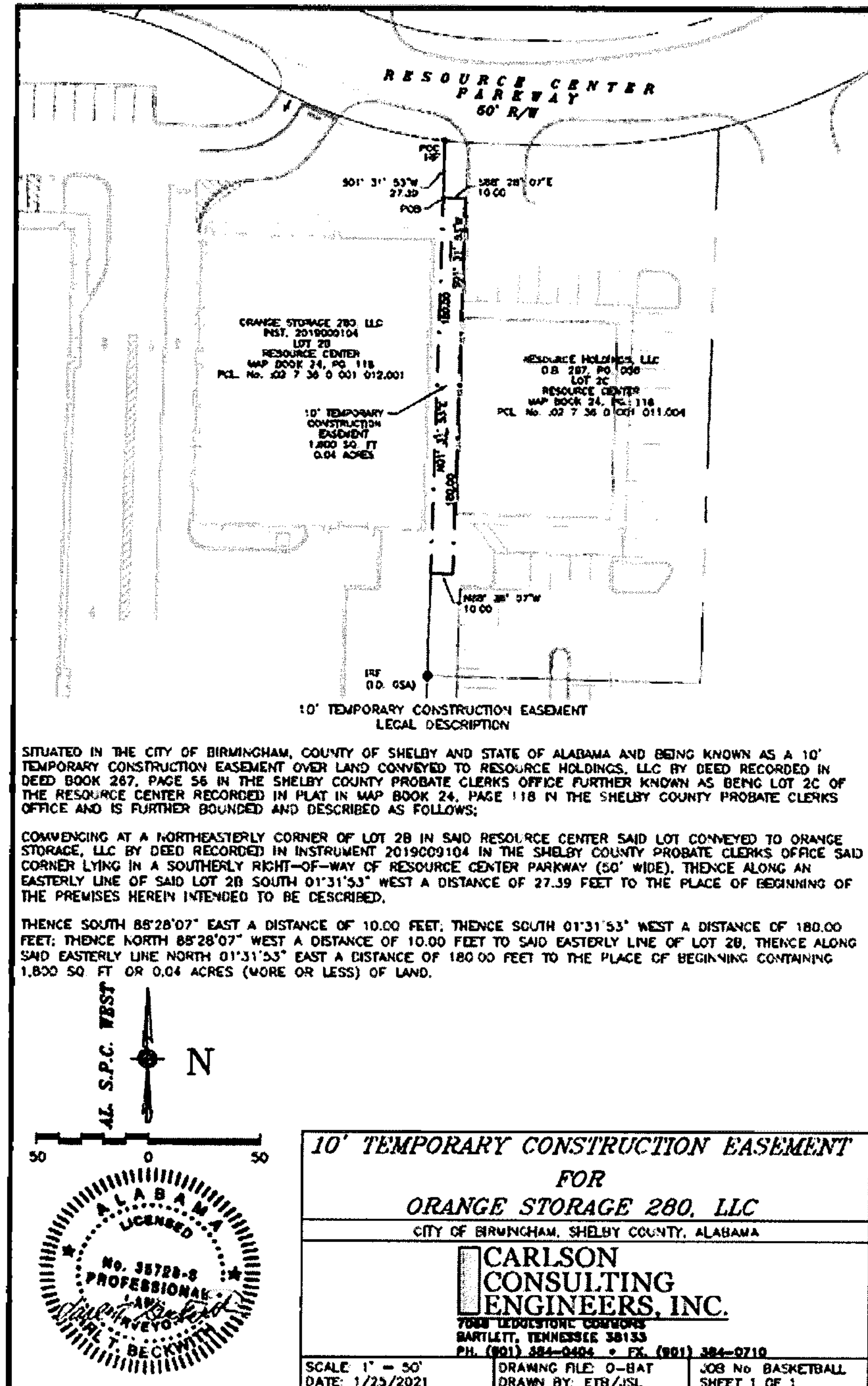


Exhibit A – Depiction of Easement Area – Solo Page



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*