

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

\$500.00

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of December, 2015 by and between **RIVERWOODS HOLDINGS, LLC**, an Alabama limited liability company ("Seller"), and **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Purchaser").

R E C I T A L S:

Contemporaneously herewith, Seller has transferred, sold and conveyed to Purchaser that certain real property (the "Purchaser Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

Seller is the owner of certain real property (the "Riverwoods Property") situated south and southwest of the Purchaser Property which is more particularly depicted in **Exhibit B** attached hereto and incorporated herein by reference.

Seller desires to grant to Purchaser an easement over, across, through, under and upon the Riverwoods Property Road Easement, as hereinafter defined, for the purposes of constructing a road and utility lines, subject to the remaining terms and provisions of this Agreement and Purchaser desires to grant to Seller an easement, over, across, through, under and upon the Purchaser Property road Easement for the purposes of constructing a road and utilities, subject to the remaining terms and provisions of this Agreement.

Seller and Purchaser further desire to set forth their understandings and agreements regarding the construction of the Bridge, as hereinafter defined, over the CSX Railroad Line, as hereinafter defined, and the establishment of certain Prohibited Uses, as hereinafter defined, on any Lots, as hereinafter defined, which abut the Purchaser Property Road Easement, as hereinafter defined, and the Riverwoods Property Road Easement, as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby agree as follows:

1. **Definitions.** In addition to those defined terms set forth above and elsewhere in this Agreement, the following terms, as used throughout this Agreement, shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) "**Authorized Users**" means the agents, employees, representatives, contractors and invitees of Seller and Purchaser, respectively.

(b) “**Bridge**” means, collectively, (i) a two-lane bridge to be constructed over the CSX Railroad Line in the location shown on Exhibit C attached hereto and incorporated herein by reference, (ii) the concrete approaches and bridge abutments on both the Riverwoods Property lying directly south of the CSX Railroad Line and the Purchaser Property lying directly north of the CSX Railroad Line and (iii) Water Lines to be constructed across the CSX Railroad Line in size and capacity to serve both the Riverwoods Property and the Purchaser Property.

(c) “**Bridge Plans**” means, collectively, (i) the plans and specifications for the construction of the Bridge over the CSX Railroad Line, (ii) a construction time schedule indicating the anticipated commencement and completion dates for the construction of the Bridge, and (iii) an estimated budget for the design (including fees and expenses), permitting and construction of the Bridge (separately pricing the concrete approaches and bridge abutments on the Riverwoods Property and the Purchaser Property).

(d) “**City**” means City of Hoover, Alabama, an Alabama municipal corporation.

(e) “**CSX Rail Line**” means the approximately 150 foot, more or less, right-of-way for the CSX Corporation railroad line which is located along as the southernmost boundary of the Purchaser Property and the northernmost boundary of the Riverwoods Property, as more particularly shown on Exhibit C hereto.

(f) “**Dedication**” means that the City has accepted the Riverwoods Property Road or the Purchaser Property Road, as applicable, as a public roadway and has assumed maintenance obligations with respect thereto.

(g) “**Force Majeure**” means delays which are occasioned or result from acts of God, inclement weather, labor or material shortages, labor strikes, work stoppages, war, civil unrest, riots, any delays resulting from the failure of any Governmental Authority to issue any applicable permits or grant approvals, and any other causes beyond the reasonable control of the parties; provided, however, that (i) the inability of either party to obtain financing or funding shall not continue or be deemed a matter of Force Majeure hereunder and (ii) in no event shall any matter of Force Majeure extend any party’s obligations hereunder to perform by more than six (6) months in the aggregate.

(h) “**Governmental Authority**” shall mean and refer to any and all City, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Riverwoods Property or the Purchaser Property.

(i) “**Governmental Requirements**” means and refers to any and all laws, statutes, ordinances, rules, regulations and requirements of any Governmental Authority.

(j) “**Improvements**” means, any of the following: (i) the Riverwoods Property Improvements and/or (ii) the Purchaser Property Improvements.

(k) “**Lot**” means any subdivided lot shown on any subdivision plat approved by the City which directly abuts the Purchaser Property Road Easement or the Riverwoods Property Road Easement.

(l) “**Plans**” mean either the Riverwoods Property Road Plans or the Purchaser Property Road Plans.

(m) “**Prohibited Uses**” means any of the following uses or purposes:

(i) adult book stores or facilities devoted primarily to the sale of pornographic books, films, tapes or similar audio or video products; provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book or video store;

(ii) a tattoo or piercing parlor;

(iii) establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers;

(iv) a convenience store;

(v) establishment of any business involving the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana;

(vi) gambling establishment, casino, gaming room, or “off track betting” operation;

(vii) exotic dance business or any businesses such as a “Hooters”, “Twin Peaks”, “Tilted Kilt” bar or restaurant;

(viii) mobile home, manufactured home or trailer sales facilities or parks; provided, however, that the foregoing shall not be deemed to prohibit the use of construction trailers or sales and leasing trailers during the initial construction, development, leasing and sale of any portions of Purchaser’s Property or the Riverwoods Property;

(ix) any warehouse or industrial use;

(x) any self-storage facility;

(xi) a venture whose primary business is the operation of video or arcade games;

(xii) labor camps, prisons, jails, honor farms or other correctional institutions;

(xiii) landfills or garbage disposal areas or areas for the dumping, processing, incineration or reduction of garbage, sewage, dead animals, refuse or waste (other than on-site underground sanitary sewage disposal facilities, including septic tanks, which are specifically allowed as authorized uses);

(xiv) smelting of iron, tin, zinc or other ores, refining of petroleum or its products or mining activities;

(xv) drive-in theaters;

(xvi) stock yards or slaughter houses or commercial poultry, livestock, swine or other animal production or breeding farms;

(xvii) junk yards, baling, storage or processing of scrap metal, glass, paper or rags, storage or processing of wrecked or junked motor vehicles or any other type of outdoor storage other than for service areas and storage areas; provided, however, that the foregoing shall not be deemed to prohibit the use of any Lots for the storage of construction materials during the construction or improvement of such Lots;

(xviii) racetracks, raceways or drag strips;

(xix) the sale of fireworks;

(xx) pawn shops or pay-day loan-type businesses; provided, however, that the foregoing shall not prohibit banks, credit unions, mortgage businesses and similar financial institution uses;

(xxi) flea markets or thrift stores;

(xxii) massage parlors;

(xxiii) "disco" or other dance hall; or

(xxiv) cemetery, mortuary or funeral parlor.

(n) **"PUD Plan"** means the Planned Unit Development Zoning Application and Development Plan for the Riverwoods Property and the Purchaser Property to be prepared after the date of this Agreement by Seller and Purchaser, as approved by Seller, Purchaser and the City.

(o) **"Purchaser Insurance"** shall mean commercial general liability insurance (including contractual liability insurance coverage regarding the indemnification obligations of the Purchaser set forth in this Agreement) under an occurrence policy form for bodily injury (including death) and property damage with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00) for each occurrence and with not less than Five Million and No/100 Dollars (\$5,000,000.00) coverage in the aggregate, which commercial general liability insurance policy shall name Seller as an additional insured thereunder. An umbrella or excess liability

insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-, Class V or higher and shall be issued on the current ISO form. Certificates of insurance evidencing the foregoing coverages (and certificates evidencing the annual renewal of such policies) shall be delivered to Seller prior to commencement of construction of any Improvements on the Riverwoods Property and thereafter on an annual basis.

(p) **“Purchaser’s Engineer”** means Alabama Engineering Company, Inc. and its successors and assigns.

(q) **“Purchaser Property Improvements”** means, collectively, (i) the Purchaser Road, (ii) any Utility Lines, if any, which the party electing (or required) to construct the Purchaser Property Improvements elects (but without any obligation) to construct within the Riverwoods Property Road Easement, and (iii) and any other improvements within the Purchaser Property Road Easement which may be required by any Governmental Authority.

(r) **“Purchaser Property Road”** means a roadway to be constructed over, across, through, under and upon the Purchaser Property Road Easement in accordance with the Purchaser Property Road Plans which extends from the Wilborn Property to the northern right-of-way of the CSX Railroad Line.

(s) **“Purchaser Property Road Easement”** means that portion of the Purchaser Property which is more particularly described in Exhibit D attached hereto and incorporated herein by reference and shown on Exhibit D-1 attached hereto and incorporated herein by reference upon which the Purchaser Property Improvements will be constructed in accordance with the terms and provisions of Paragraphs 5, 6 and 7 below. The Purchaser Property Road Easement is subject to relocation as provided in Paragraph 3 below.

(t) **“Purchaser Property Road Plans”** means, collectively, (i) the plans and specifications for the construction of the Purchaser Property Improvements, which satisfy and have been approved by the City, (ii) a survey containing a metes and bounds legal description depicting both the location and legal description of the Purchaser Property Road Easement and (iii) a construction schedule indicating the anticipated commencement and completion dates for construction of the Purchaser Property Improvements

(u) **“Riverwoods Property Improvements”** means, collectively, (i) the Riverwood Property Road, including, without limitation, any and all land acquisitions, improvements, alterations, additions, traffic signalization, and signage required by any Governmental Authorities in or adjacent to the Shelby County Highway 52 right-of-way and the installation and/or relocation of any Utility Lines in or adjacent to the Shelby County Highway 52 right-of-way required by any Governmental Authorities or any providers of Utility Services, (ii) the Water Lines which the party electing (or required) to construct within the Riverwoods Property Road Easement pursuant to the provisions of Paragraph 6(d) below, (iii) any other Utility Lines, if any, which the party electing (or required) to construct the Riverwoods Property Improvements elects (but without any obligation) to construct within the Riverwoods Property Road Easement, and (iv) and any other improvements within the Riverwoods Property Road Easement which may be required by any Governmental Authority.

(v) **“Riverwoods Property Road”** means a roadway to be constructed over, across, through, under and upon the Riverwoods Property Road Easement in accordance with the Riverwoods Property Road Plans which extends from the southern right-of-way of the CSX Railroad Line to Shelby County Highway 52.

(w) **“Riverwoods Property Road Easement”** means that portion of the Riverwoods Property which is more particularly described in Exhibit E attached hereto and incorporated herein by reference and shown on Exhibit E-1 attached hereto and incorporated herein by reference upon which the Riverwoods Property Improvements will be constructed in accordance with the terms and provisions of Paragraphs 5, 6 and 7 below. The Riverwoods Property Road Easement is subject to relocation as provided in Paragraph 3 below.

(x) **“Riverwoods Property Road Plans”** means, collectively, (i) the plans and specifications for the construction of the Riverwoods Property Improvements, which satisfy and have been approved by the City, (ii) a survey containing a metes and bounds legal description depicting both the location and legal description of the Riverwoods Property Road Easement and (iii) a construction schedule indicating the anticipated commencement and completion dates for construction of the Riverwoods Property Improvements

(y) **“Seller Insurance”** shall mean commercial general liability insurance (including contractual liability insurance coverage regarding the indemnification obligations of the Seller set forth in this Agreement) under an occurrence policy form for bodily injury (including death) and property damage with a combined single limit of not less than Three Million and No/100 Dollars (\$3,000,000.00) for each occurrence and with not less than Five Million and No/100 Dollars (\$5,000,000.00) coverage in the aggregate, which commercial general liability insurance policy shall name Purchaser as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-, Class V or higher and shall be issued on the current ISO form. Certificates of insurance evidencing the foregoing coverages (and certificates evidencing the annual renewal of such policies) shall be delivered to Purchaser prior to commencement of construction of any Improvements on the Purchaser Property and thereafter on an annual basis.

(z) **“Seller’s Engineer”** means, an Alabama registered engineer engaged by Seller.

(aa) **“Stadium Trace Extension”** means the extension of Stadium Trace, a public roadway, from its current termination point at the end of Stadium Trace through the Wilborn Property and the Purchaser Property to a point located on the northernmost right-of-way of the CSX Railroad Line situated on the Purchaser Property as shown on Exhibit C hereto, which extension of Stadium Trace shall become a public road upon completion of the same.

(bb) **“Stadium Trace Extension Improvements”** means, collectively, the Stadium Trace Extension, Utility Lines in size and capacity to serve both the Riverwoods Property and the Purchaser Property and any other improvements to the Stadium Trace Extension which may be required by any Governmental Authority.

(cc) “**Utility Lines**” means all lines, pipes, wiring, conduit, equipment, apparatus and other appurtenances, including manholes and other above-ground facilities, which either party elects (but without any obligation to do so except as provided in Paragraph 6(d) below) to construct within the Riverwoods Property Road Easement or the Purchaser Property Road Easement, respectively in order to provide any Utility Services to either the Purchaser Property or the Riverwoods Property.

(dd) “**Utility Services**” means any electrical, natural gas, water, sanitary sewer, storm water and surface water drainage, telephone, television and other communication services of any nature and any other utility services which are provided through the Utility Lines.

(cc) “**Water Lines**” means all water lines, pipes, conduit, equipment, apparatus and other appurtenances in size and capacity necessary or required to provide water service to both the Riverwoods Property and the Purchaser Property which Seller or Purchaser are required to construct in, along and under the Riverwoods Property Road Easement and the Bridge pursuant to the terms and provisions of Paragraphs 6(d) and 8(d) below.

(ff) “**Wilborn Property**” means that certain real property described in Exhibit F attached hereto and incorporated herein by reference. The Wilborn Property is not owned by either Seller or Purchaser.

2. **Grant of Reciprocal Easements.**

(a) Subject to the remaining terms and provisions of this Agreement, Seller does hereby grant to Purchaser, for the benefit of Purchaser and all Authorized Users of Purchaser and their respective successors and assigns, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Riverwoods Property Road Easement for the purposes of (i) constructing, operating, maintaining, repairing and replacing the Riverwoods Property Improvements thereon, (ii) constructing, operating, maintaining, repairing and replacing the Water Lines under the Riverwoods Property Road Easement, (iii) constructing, operating, maintaining, repairing and replacing any other Utility Lines, if any, which Purchaser elects (but without any obligation) to construct within the Riverwoods Property Road Easement, and (iv) providing vehicular and pedestrian travel and transportation to and from Shelby County Highway 52 to the Purchaser Property; provided, however, that Purchaser shall have no obligation to construct or install any of the Riverwoods Property Improvements on or within the Riverwoods Property Road Easement.

(b) Subject to the remaining terms and provisions of this Agreement, Purchaser does hereby grant to Seller, for the benefit of Seller and all Authorized Users of Seller and their respective successors and assigns, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Purchaser Property Road Easement for the purposes of (i) constructing, operating, maintaining, repairing and replacing the Purchaser Property Improvements thereon, (ii) constructing, operating, maintaining, repairing and replacing any Utility Lines, if any, which Seller elects (but without any obligation) to construct within the Purchaser Property Road Easement, and (iii) providing vehicular and pedestrian travel and transportation to and from the common boundary of the Purchaser Property and the Wilborn Property and the Riverwoods Property; provided, however, that Seller shall have no obligation to

construct or install any of the Purchaser Property Improvements on or within the Purchaser Property Road Easement.

(c) The easements granted by Seller and Purchaser pursuant to Paragraphs 2(a) and 2(b) above shall be and are (i) permanent, perpetual and non-exclusive easements, (ii) appurtenant to and shall serve the Purchaser Property and the Riverwoods Property, respectively, and (iii) binding upon and shall inure to the benefit of Seller, Purchaser, the Authorized Users of Seller and Purchaser and their respective successors and assigns, forever.

(d) The easement rights granted by Seller and Purchaser pursuant to the terms and provisions of Paragraphs 2(a) and 2(b) above shall not be deemed to be and shall not constitute, a dedication of any portion of the Riverwoods Property Road Easement or the Purchaser Property Road Easement, respectively, as a public right-of-way or otherwise create any rights of any kind in the general public in and to the same. No portion of the Riverwoods Property Road Easement or the Purchaser Property Road Easement shall be deemed a public roadway until a Dedication occurs.

(e) Seller and Purchaser, for themselves, their respective Authorized Users and their respective successors and assigns, covenant and agree that no fences or other obstructions shall be erected, placed, installed or permitted on, across or upon any portion of the Riverwoods Property Road Easement, the Purchaser Property Road Easement or the Bridge; provided, however, that each of Seller and Purchaser shall have the right, in their sole and absolute discretion, to take any action which may be reasonably necessary to (i) prevent access or use of the same by the general public prior to the Dedication of the same, so long as such action does not materially and adversely interfere with, interrupt or impede access to and from the Riverwood Property or the Purchaser Property, respectively, and (ii) provide for public safety during construction of the Improvements or the Bridge.

(f) As a condition of the grant of the foregoing easements hereunder, each of Seller and Purchaser acknowledge that (i) neither party has made or makes any representations or warranties, either express or implied, regarding the physical and environmental condition of the Riverwoods Property Road Easement and the Purchaser Property Road Easement, respectively, (ii) each party accepts the physical and environmental condition of the Riverwoods Property Road Easement and the Purchaser Property Road Easement, respectively, **“AS IS, WHERE IS, WITH ALL FAULTS”** and hereby releases the party granting such easement from any liability of any nature arising from or in connection with the physical or environmental condition of the Riverwoods Property Road Easement or the Purchaser Property Road Easement, respectively, and (iii) the easement rights granted herein are subject to all easements, restrictions, reservations, mineral and mining rights, rights-of-way, and other matters of record which may affect the Riverwoods Property Road Easement or the Purchaser Property Road Easement, respectively.

3. **Relocation Rights with Respect to Riverwoods Property Road Easement.**

(a) Subject to the provisions of Paragraph 3(c) below, Seller shall have the right to reasonably relocate the Riverwoods Property Road Easement at any time by causing Seller's Engineer, at Seller's sole cost and expense, to prepare a revised legal description and survey of the Riverwoods Property Road Easement and Purchaser and Seller agree to amend this Agreement and revise the legal description of the Riverwoods Property Road Easement set forth in Exhibits D and D-1 hereto with the revised legal description and survey obtained by Seller.

(b) Subject to the provisions of Paragraph 3(c) below, Purchaser shall have the right, with the prior written consent and approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed, to relocate the Riverwoods Property Road Easement on the basis of topographic conditions, subsurface conditions, wetlands or other reasonable engineering or design considerations. To the extent Purchaser desires to relocate the Riverwoods Property Easement, Purchaser shall, at Purchaser's sole cost and expense, cause Purchaser's Engineer to prepare a revised legal description and survey of the Riverwoods Property Easement and, following Seller's approval of the same, Seller and Purchaser agree to amend this Agreement and revise the legal description of the Riverwoods Property Easement as set forth in Exhibits D and D-1 hereto with the revised legal description and survey obtained by Purchaser (as approved by Seller).

(c) Notwithstanding anything provided herein to the contrary, neither Seller nor Purchaser shall have the right to relocate the proposed location of the Bridge reflected in Exhibit C hereto without the prior written consent and approval of the other party.

4. **Relocation Rights with respect to Purchaser Property Road Easement.**

(a) Subject to the provisions of Paragraph 4(c) below, Purchaser shall have the right to reasonably relocate the Purchaser Property Road Easement at any time by causing Purchaser's Engineer, at Purchaser's sole cost and expense, to prepare a revised legal description and survey of the Purchaser Property Road Easement and Purchaser and Seller agree to amend this Agreement and revise the legal description of the Purchaser Property Road Easement set forth in Exhibits E and E-1 hereto with the revised legal description and survey obtained by Purchaser.

(b) Subject to the provisions of Paragraph 4(c) below, Seller shall have the right, with the prior written consent and approval of Purchaser, which approval shall not be unreasonably withheld, conditioned or delayed, to relocate the Purchaser Property Road Easement on the basis of topographic conditions, subsurface conditions, wetlands or other reasonable engineering or design considerations. To the extent Seller desires to relocate the Purchaser Property Easement, Seller shall, at Seller's sole cost and expense, cause Seller's Engineer to prepare a revised legal description and survey of the Purchaser Property Easement and, following Purchaser's approval of the same, Seller and Purchaser agree to amend this Agreement and revise the legal description of the Purchaser Property Easement as set forth in Exhibits E and E-1 hereto with the revised legal description and survey obtained by Seller (as approved by Purchaser).

(c) Notwithstanding anything provided herein to the contrary, neither Seller nor Purchaser shall have the right to relocate the proposed location of the Bridge reflected in Exhibit C hereto without the prior written consent and approval of the other party.

5. **Voluntary Construction Obligations.**

(a) Seller shall have the right, but not the obligation, to construct the Purchaser Property Improvements within the Purchaser Property Road Easement in accordance with the terms and provisions of Paragraph 7 below.

(b) Subject to the terms and provisions and Paragraph 6(a) below, Seller shall have the right, but not the obligation, to construct the Riverwoods Property Improvements in accordance with the terms and provisions of Paragraph 7 below.

(c) Purchaser shall have the right, but not the obligation, to construct the Riverwoods Property Improvements within the Riverwoods Property Road Easement in accordance with the terms and provisions of Paragraph 7 below.

(d) Subject to the terms and provisions of Paragraph 6(a) below; Purchaser shall have the right, but not the obligation, to construct the Purchaser Property Improvements with the Purchaser Property Road Easement in accordance with the terms and provisions of Paragraph 7 below.

6. **Mandatory Construction Obligations.**

(a) Notwithstanding anything provided herein to the contrary, if, within forty-eight (48) months from the date hereof, Purchaser does **not** obtain one or more permanent vehicular access easements through the Wilborn Property (either through easements or acquisition of portions of the Wilborn Property) for the construction of the Stadium Trace Extension Improvements through the Wilborn Property, then (i) Seller shall, at Seller's sole cost and expense, construct the Riverwoods Property Improvements beginning at Shelby County Highway 52 and continuing northward to the common boundary of the Riverwood Property and the southern right-of-way of the CSX Railroad Line (which location is adjacent, but not across, the CSX Railroad Line), as shown on Exhibit C hereto, and in accordance with the terms, provisions and requirements of Paragraph 7 below and (ii) Purchaser shall, at Purchaser's sole cost and expense, cause the Bridge, including all concrete approaches and bridge abutments on both the Riverwoods Property and the Purchaser Property, to be constructed and completed in accordance with the terms, provisions and requirements of Paragraph 8 below.

(b) Notwithstanding anything provided herein to the contrary, if within thirty-six (36) months from the date hereof, Purchaser obtains one or more permanent vehicular easements through the Wilborn Property (either through easements or acquisition of portions of the Wilborn Property) for the construction of the Stadium Trace Extension Improvements through the Wilborn Property, then (i) Purchaser shall, at Purchaser's sole cost and expense, be required to construct (1) the Stadium Trace Extension Improvements through the Wilborn Property, which Stadium Trace Extension shall, upon completion of the same, become a public road, and (2) the Purchaser Property Improvements within the Purchaser Property Road Easement to the common boundary of the Purchaser Property and the northern right-of-way of the CSX Railroad Line

(which location is adjacent to, but not across, the CSX Railroad Line), as shown on Exhibit C hereto, and in accordance with the terms, provisions and requirements of Paragraph 7 below and (ii) the Bridge shall be constructed by Seller and Purchaser in accordance with the terms, provisions and requirements of Paragraph 8 below.

(c) Except of expressly provided in Paragraphs 6(a) and 6(b) above, neither Seller nor Purchaser shall be obligated to construct the Riverwoods Property Improvements, the Purchaser Property Improvements, the Stadium Trace Extension Improvements or the Bridge.

(d) To the extent Seller is obligated to construct the Riverwoods Property Improvements pursuant to Paragraph 6(a) above or should either party elect (but without any obligation to do so except as provided in Paragraph 6(a) above) to construct the Riverwoods Property Improvements pursuant to Paragraphs 5(b) or 5(c) above, then the party electing (or obligated) to construct the Riverwoods Property Improvements shall also be obligated to construct and install the Water Lines within the Riverwoods Property Road Easement. Except for the Water Lines required to be constructed and installed within the Riverwoods Property Road Easement, neither party shall have any obligation to construct or install any Utility Lines within the Riverwoods Property Road Easement, the Purchaser Property Road Easement or the Stadium Trace Extension.

7. **Construction Requirements.**

(a) If, pursuant to the provisions of Paragraphs 5(a), 5(b), 5(c) or 5(d) above, either Seller or Purchaser elects to construct any of the Improvements or, pursuant to either Paragraphs 6(a) and 6(b) above, Seller or Purchaser is obligated to construct any of the Improvements, then the following provisions shall be applicable to the party undertaking such construction:

(i) If, pursuant to Paragraphs 5(a) or 5(b) above, Seller elects to construct any of the Improvements, then Seller shall provide written notice of such election to Purchaser and Seller shall, at Seller's sole cost and expense, cause Seller's Engineer to prepare the Riverwoods Property Road Plans or the Purchaser Property Road Plans, as applicable, and shall deliver the same to Purchaser for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should Purchaser fail to disapprove such Riverwoods Property Road Plans or Purchaser Property Road Plans within 30 days following delivery of the same to Purchaser, then Purchaser shall be deemed to have unconditionally and irrevocably approved such plans. Following Purchaser's approval, or deemed approval, of such plans, Seller promptly undertake the construction of the applicable Improvements which Seller has elected to construct in accordance with the terms and provisions of Paragraph 7(b) below;

(ii) If, pursuant to Paragraphs 5(c) or 5(d) above, Purchaser elects to construct any of the Road Improvements, then Purchaser shall provide written notice of such election to Seller and Purchaser shall, at Purchaser's sole cost and expense, cause Purchaser's Engineer to prepare the Riverwoods Property Road Plans or the Purchaser Property Road Plans, as applicable, and shall deliver the

same to Purchaser for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should Seller fail to disapprove such Riverwoods Property Road Plans or Purchaser Property Road Plans within 30 days following delivery of the same to Seller, then Seller shall be deemed to have unconditionally and irrevocably approved such Plans. Following Seller's approval, or deemed approval, of such Plans, Purchaser shall cause the applicable Improvements to be constructed in accordance with the terms and provisions of Paragraph 7(b) below;

(iii) If, pursuant to Paragraph 6(a) above Seller is obligated to construct the Riverwoods Property Improvements, Seller shall, at its sole cost and expense, cause the Riverwoods Property Road Plans to be prepared by Seller's Engineer, the Riverwoods Property Road Plans. The Riverwoods Property Road Plans must be submitted to Purchaser for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should Purchaser fail to disapprove such Riverwoods Property Road Plans within 30 days following delivery of the same to Purchaser, then Purchaser shall be deemed to have unconditionally and irrevocably approved such plans. Following Purchaser's approval, or deemed approval, of such Riverwoods Property Road Plans, Seller shall cause the Riverwoods Property Improvements to be constructed in accordance with the terms and provisions of Paragraph 7(b) below; and

(iv) If, pursuant to Paragraph 6(b) above, Purchaser is obligated to construct the Purchaser Property Improvements and the Stadium Trace Extension Improvements through the Wilborn Property, Purchaser shall, at Purchaser's sole cost and expense, cause the Purchaser Property Road Plans to be prepared by Purchaser's Engineer, which Purchaser Property Road Plans shall provide for direct connection of the Purchaser Property Road Improvements with the Stadium Trace Extension Improvements. The Purchaser Property Road Plans must be submitted to Seller for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should Seller fail to disapprove such Purchaser Property Road Plans within 30 days following delivery of the same to Seller, then Seller shall be deemed to have unconditionally and irrevocably approved such Purchaser Property Road Plans. Following approval, or deemed approval, of such Purchaser Property Road Plans, Purchaser shall cause the Purchaser Property Improvements to be constructed in accordance with the terms and provisions of Paragraph 7(b) below.

(b) Promptly following the approval of the Plans by the other party, the party electing (or required) to construct any Improvements shall cause the construction of the Improvements undertaken (or required to be undertaken) by such party to be promptly commenced in a good and workmanlike manner and pursued to completion in a diligent and timely manner in accordance with (i) all applicable Governmental Requirements, (ii) any and all requirements of any providers of Utility Services having jurisdiction over the construction and installation of the Water Lines, (iii) any and all requirements of any providers of Utility Services having jurisdiction over the construction or installation of any Utility Lines, if any, to be constructed within the Riverwoods Property Road Easement or the Purchaser Property Road Easement, (iv) the

Riverwoods Property Road Plans or the Purchaser Property Road Plans, as applicable, as approved, or deemed approved, by the other party, and (v) the following terms, conditions and requirements:

(i) Construction of the Riverwoods Property Improvements, whether voluntarily undertaken by Seller or Purchaser pursuant to Paragraphs 5(b) or 5(c) above, or required to be undertaken by Seller pursuant to Paragraph 6(a) above, shall commence at Shelby County Highway 52 and continue in a northward and northeasterly along the Riverwoods Property Road Easement to the common boundary of the Riverwoods Property and the southern right-of-way of the CSX Railroad Line (which location is adjacent to, but not across, the CSX Railroad Line), as shown on **Exhibit C** hereto;

(ii) Construction of the Purchaser Property Improvements, if voluntarily undertaken by Seller or Purchaser pursuant to Paragraphs 5(a) or 5(d) above, shall commence at the northernmost boundary of the Purchaser Property Road Easement directly adjacent to the Wilborn Property and continue in a southerly and southwesterly direction along the Purchaser Property Road Easement to the common boundary of the Purchaser Property and the northern right-of-way of the CSX Railroad Line (which location is adjacent to, but not across, the CSX Railroad Line), as shown on **Exhibit C** hereto;

(iii) If, pursuant to the provisions of Paragraph 6(b) above, Purchaser is obligated to construct the Stadium Trace Extension Improvements and the Purchaser Property Improvements, then (1) construction of the Stadium Trace Extension Improvements shall commence at the end of Stadium Trace, a public roadway, and continue in a southerly and southwesterly direction through the Wilborn Property to the point of beginning of the Purchaser Property Road Easement and (2) construction of the Purchaser Property Improvements shall commence at the northernmost boundary of the Purchaser Property Road Easement and continue in a southerly and southwesterly direction along the Purchaser Property Road Easement to the common boundary of the Purchaser Property and the northern right-of-way of the CSX Railroad Line (which location is adjacent to, but not across, the CSX Railroad Line), as shown on **Exhibit C** hereto;

(iv) The party electing (or which is required) to construct any of the Improvements shall be solely responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses, and permits required to be obtained from any Governmental Authorities and the providers of any Utility Services in connection with the construction of such Improvements;

(v) The party electing (or which is required) to construct any of the Improvements shall be solely responsible for the payment of all costs and expenses relating to the construction of the Improvements being undertaken by such party;

(vi) Prior to commencement of any Improvements, the party undertaking (or required to undertake) such Improvements shall provide to the other

party, or shall cause its general contractor to provide to the other party, payment and performance bonds issued by a company, in an amount and in form reasonably acceptable to the other party naming the other party as a dual obligee thereunder;

(vii) Any liens filed against or upon any portion of the Riverwoods Property or Purchaser Property in connection with the construction of the Improvements shall be promptly removed by the party undertaking (or required to undertake) the construction of such Improvements (or bonded over in a manner satisfactory to the other party, in its reasonable discretion) within thirty (30) days of the date of the filing of any such lien;

(viii) Seller and Purchaser acknowledge and agree that the estimated construction time period for constructing the Riverwoods Property Improvements or the Purchaser Property Improvements (including the Stadium Trace Extension Improvements) is eighteen (18) months following commencement of construction of the same and the party undertaking (or required to undertake) such Improvements covenants and agrees to use commercially reasonable efforts to cause such Improvements to be completed within eighteen (18) months following commencement of construction of the same, subject to extensions thereof as a result of any matters of Force Majeure; and

(ix) Prior to any entry onto the (1) Purchaser Property by Seller or any of its Authorized Users to undertake any Improvements on the Purchaser Property, Seller shall provide to Purchaser the Seller Insurance and (2) Riverwoods Property by Purchaser or any of its Authorized Users to undertake any Improvements on the Riverwoods Property, Purchaser shall provide to Seller the Purchaser Insurance.

8. **Construction of Bridge.**

(a) If, pursuant to Paragraph 6(a) above, Purchaser is required to construction the Bridge, then Purchaser shall cause the Bridge Plans to be prepared by Purchaser's Engineer. The Bridge Plans and the contractor which Purchaser proposes to utilize to construct the Bridge must be approved by Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Should Seller fail to disapprove the Bridge Plans (and/or Purchaser's proposed contractor) within 30 days following delivery of the Bridge Plans to Seller, then Seller shall be deemed to have unconditionally and irrevocably approved the Bridge Plans and Purchaser's proposed contractor. Following Seller's approval, or deemed approval, of such Bridge Plans, Purchaser shall promptly undertake the construction of the Bridge in accordance with the terms and provisions of Paragraph 8(c) below. To the extent Purchaser is obligated to construct the Bridge pursuant to Paragraph 6(a) above, then all costs and expenses relating to the design and construction of the Bridge, including all concrete bridge approaches and abutments on both the Riverwoods Property and the Purchaser Property shall be paid for solely by Purchaser.

(b) If the provisions of Paragraph 6(a) above are **not** applicable, then either Seller or Purchaser shall have the right, but not the obligation, each in its sole discretion, at any time to provide written notice to the other party stating that such party has elected to construct the

Bridge. Following the given of written notice of such election by either party, the party electing to construct the Bridge shall cause the Seller's Engineer or the Purchaser's Engineer, as applicable, to prepare the Bridge Plans. The Bridge Plans and the proposed contractor to be utilized to construct the Bridge must be approved by the other party, which approval shall not be unreasonably withheld, conditioned or delayed. Should any party fail to disapprove the Bridge Plans (and/or the proposed contractor to construct the Bridge) within 30 days following delivery of the Bridge Plans to such party, then such party shall be deemed to have unconditionally and irrevocably approved the Bridge Plans and the proposed contractor for the Bridge. Following approval, or deemed approval, of such Bridge Plans, the party which has elected to construct the Bridge shall promptly undertake the construction of the Bridge in accordance with the terms and provisions of Paragraph 8(c) below. All costs and expenses paid or incurred by the party electing to construct the Bridge pursuant to this Paragraph 8(b) shall be paid as follows:

(i) Each of Seller and Purchaser shall one-half (1/2) of all design (including engineering fees and expenses) and construction costs for constructing and completing the Bridge;

(ii) Seller shall be obligated to construct and install, at its sole cost and expense, the concrete bridge approaches and abutments reflected in the Bridge Plans approved, or deemed approved, by the parties and situated on the Riverwoods Property which are necessary or required for the Bridge; and

(iii) Purchaser shall be obligated to construct and install, at its sole cost and expense, the concrete bridge approaches and abutments reflected in the Bridge Plans approved, or deemed approved, by the parties and situated on the Purchaser Property which are necessary or required the Bridge.

(c) Promptly following the approval, or deemed approval, of the Bridge Plans by the other party, the party which has elected (or is required) to construct the Bridge shall cause the construction of the Bridge to be promptly commenced and undertaken in a good and workmanlike manner and pursued to completion in a diligent and timely manner in accordance with (i) all applicable Governmental Requirements, (ii) any and all requirements of any providers of Utility Services having jurisdiction over the construction and installation of Water Lines over and across the Bridge, (iii) any and all requirements of any providers of Utility Services having jurisdiction over the construction or installation of any other Utility Lines, if any, to be constructed by either party over and across the Bridge, (iv) the Bridge Plans approved, or deemed approved, by the other party, and (v) the following terms, conditions and requirements:

(1) The party electing (or which is required) to construct the Bridge shall be solely responsible for obtaining all necessary approvals, licenses, and permits required to be obtained from any Governmental Authorities and the providers of any Utility Services in connection with the construction of the Bridge (the costs of which shall be payable as provided in Paragraph 8(a) or Paragraph 8(b) above);

(2) The party electing (or which is required) to construct the Bridge shall pay all costs and expenses relating to the construction of the Bridge, subject to the provisions of Paragraph 8(b) above;

(3) Prior to commencement of construction of the Bridge, the party undertaking (or required to undertake) such construction shall provide to the other party, or shall cause its general contractor to provide to the other party, payment and performance bonds issued by a company, in an amount and in form reasonably acceptable to the other party naming the other party as a dual obligee thereunder;

(4) Any liens filed against or upon any portion of the Riverwoods Property or Purchaser Property in connection with the construction of the Bridge shall be promptly removed by the party undertaking (or required to undertake) the construction of the Bridge (or bonded over in a manner satisfactory to the other party, in its reasonable discretion) within thirty (30) days of the date of the filing of any such lien;

(5) Seller and Purchaser acknowledge and agree that the estimated construction time period for constructing the Bridge is fifteen (15) months following commencement of construction of the same. The party undertaking (or required to undertake) the construction of the Bridge covenants and agrees to use commercially reasonable efforts to cause the Bridge to be completed no later than eighteen (18) months following commencement of construction of the same, subject to extensions thereof as a result of any matters of Force Majeure;

(6) Seller, to the extent it has elected to construct the Bridge, shall provide to Purchaser the Seller Insurance prior to any entry onto the Purchaser Property by Seller or any of its Authorized Users. Purchaser, to the extent it has elected (or is required) to construct the Bridge, shall provide to Seller the Purchaser Insurance prior to any entry onto the Riverwoods Property by Purchaser or any of its Authorized User;

(7) If either party elects to construct the Bridge pursuant to the provisions of Paragraph 8(b) above, then the party electing to construct the Bridge shall **not** be obligated or required to construct the concrete bridge approaches and abutments on the other party's property; provided, however, that following completion of the Bridge, the party which did **not** construct the Bridge shall cause the concrete bridge approaches and abutments on such party's property

to be promptly constructed and completed within a commercially reasonable time period following completion of construction of the Bridge by the other party; and

(8) Notwithstanding anything provided herein to the contrary, unless Purchaser is required to construct the Bridge in accordance with the terms and provisions of Paragraph 6(a) above, the date on which construction of the Bridge will commence (and be completed) shall be subject to any requirements of the City.

(d) To the extent Purchaser is obligated to construct the Bridge pursuant to Paragraph 6(a) above or should either party elect (but without any obligation to do so except as provided in Paragraph 6(a) above) to construct the Bridge pursuant to Paragraph 8(b) above, then the party electing (or obligated) to construct the Bridge shall also be obligated to construct and install the Water Lines over and across the Bridge. Except for the Water Lines required to be constructed and installed over and across the Bridge, neither party shall have any obligation to construct or install any Utility Lines over or across the Bridge.

9. **Maintenance Obligations and Dedication.** The party electing (or required) to construct any of the Improvements and/or the Bridge shall, at its sole cost and expense, be responsible for maintaining the Improvements constructed and/or the Bridge by such party in good condition and repair at all times until such time as Dedication occurs. The parties covenant and agree with each other that, promptly following completion of construction of the Improvements and/or the Bridge, the parties shall take such action as may be reasonably required to cause the Dedication of the Improvements and the Bridge to the City. Any and all bonds required to be posted with the City and any maintenance agreements required to be entered into with the City shall be posted or provided by the party which has undertaken the construction of the Improvements and/or the Bridge.

10. **Indemnification.**

(a) To the extent Purchaser undertakes (or is required to undertake) the construction of any Improvements or the Bridge on any portion of the Riverwoods Property, then Purchaser, for itself, its Authorized Users and their respective successors and assigns, does hereby indemnify, agree to defend and hold Seller and its successors and assigns harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by Seller as the result of (i) any injury or damage to person (including death) or property occurring in, on or upon any portion of the Riverwoods Property by Purchaser, its Authorized Users and their respective successors and assigns, resulting from, or caused by, any entry upon any portion of the Riverwoods Property by Purchaser, its Authorized Users and their respective successors and assigns, in connection with the construction of any Improvements or the Bridge thereon, (ii) any violation of any Governmental Requirements, including fines and penalties resulting thereof, as a result of any acts or omission of Purchaser, its Authorized Users and their respective successors and assigns, and (iii) any liens filed against the Riverwoods Property which are not promptly satisfied or removed as required by the terms and provisions of this Agreement.

(b) To the extent Seller undertakes the construction of any Improvements or the Bridge on any portion of the Purchaser Property, then Seller, for itself, its Authorized Users and their respective successors and assigns, does hereby indemnify, agree to defend and hold Purchaser and its successors and assigns harmless from and against any and all claims, demands, damages, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by Purchaser as the result of (i) any injury or damage to person (including death) or property occurring in, on or upon any portion of the Purchaser Property by Seller, its Authorized Users and their respective successors and assigns, resulting from, or caused by, any entry upon any portion of the Purchaser Property by Seller, its Authorized Users and their respective successors and assigns, in connection with the construction of any Improvements or the Bridge thereon, (ii) any violation of any Governmental Requirements, including fines and penalties resulting thereof, as a result of any acts or omission of Seller, its Authorized Users and their respective successors and assigns, and (iii) any liens filed against the Purchaser Property which are not promptly satisfied or removed as required by the terms and provisions of this Agreement.

11. **Default and Remedies.**

(a) In the event either Seller or Purchaser (the "Defaulting Party") fails to promptly and completely perform all of such party's obligations under this Agreement and such failure continues for more than thirty (30) days following the giving of written notice specifying the exact notice of the alleged default (the "Default Notice") by the other party (the "Non-Defaulting Party"), then, subject to the remaining terms and provisions of this Paragraph 11 such Defaulting Party shall be deemed in default hereunder in which event the Non-Defaulting Party shall have the right to exercise all rights and remedies available to such Non-Defaulting Party at law or in equity, including, without limitation, the right to seek injunctive relief against, or specific performance of this Agreement by, the Defaulting Party and the right to exercise the self-help remedies set forth in Paragraph 11(b) below. If such default by the Defaulting Party is not timely cured within the cure periods set forth in this Paragraph 11(a), then the Defaulting Party shall also pay to the Non-Defaulting Party any and all reasonable costs and expenses incurred by the Non-Defaulting Party in the exercise of any and all of its rights and remedies hereunder, including, without limitation, reasonable attorneys' fees and expenses, court costs and all other expenses paid or incurred by the Non-Defaulting Party, together with interest thereon at the Applicable Rate, as hereinafter defined, from and after the date such costs and expenses were incurred by the Non-Defaulting Party until the same are paid in full. As used herein, the term "Applicable Rate" shall mean and refer to simple interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by law to be charged to the Defaulting Party.

(b) Subject to the remaining terms and provisions of this Paragraph 11(b), in addition to the rights and remedies specified in Paragraph 11(a) above, if the Defaulting Party fails to cure the default specified in the Default Notice within thirty (30) days following the giving of the default Notice, the Non-Defaulting Party shall also have the right, but without being obligated to do so, to perform, on behalf of the Defaulting Party, any of the obligations of the Defaulting Party which are described in the Default Notice. If a Non-Defaulting Party elects to perform the action required to be performed by the Defaulting Party, then, on completion of such action and if such action is of a continuing nature, an itemized statement of the reasonable costs thereof incurred by the Non-Defaulting Party shall be submitted to the Defaulting Party and the amount thereof, together with interest thereon at the Applicable Rate from and after the date any such costs and

expenses have been incurred by the Non-Defaulting Party, shall be immediately due and payable by the Defaulting Party.

12. **Sale and Assignment.** In the event Seller or Purchaser transfer or convey the Riverwoods Property or the Purchaser Property, respectively, to any third party ("Third Party"), then such Third Party shall be bound by all of the terms and provisions of this Agreement and Seller or Purchaser, as applicable, shall no longer have any further obligations under this Agreement with respect to the portion of the Riverwoods Property or the Purchaser Property, respectively, transferred to such Third Party.

13. **Use Restrictions.** No Lot shall be used or operated for any of the Prohibited Uses; provided, however, that the foregoing use restriction shall not be applicable to any portion of the Purchaser Property or the Riverwoods Property which is not directly adjacent to and abuts the Purchaser Property Road Easement or the Riverwoods Property Road Easement.

14. **Miscellaneous.**

(a) Except as provided in Paragraph 14(b) below, this Agreement may not be modified, amended or terminated except by a written instrument executed by the then owner of the Riverwoods Property and the then owner of the Purchaser Property.

(b) Notwithstanding anything provided in this Agreement to the contrary, this Agreement (other than the indemnification obligations set forth in Paragraph 10 above and the use restrictions set forth in Paragraph 13 above) shall automatically terminate at such time as the Stadium Trace Extension, the Purchaser Property Road, the Riverwoods Property Road and the Bridge have been completed and accepted for Dedication by the City. If required by either party, the parties agree to execute and deliver a termination agreement in form reasonably acceptable to the parties evidencing the termination of this Agreement (subject to the continuing applicability of Paragraphs 10 and 13 above).

(c) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(f) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then 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 of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(h) All notices required or permitted hereunder and all deliveries to be made by either party to the other shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Purchaser: Purchaser Corp.
3545 Market Street
Hoover, Alabama 35226
Attention: Jonathan Belcher, President
Fax: (205) 989-5588
Email: jbelcher@e-signaturehomes.com

With a copy to: Josh Hartman, Esq.
Hartman & Springfield
Suite 460 East
Mountain Brook Center
2700 Highway 280
Birmingham, Alabama 35223
Fax: (205) 879-5903
Email: jhartman@hartmanspringfield.com

If to Seller: Riverwoods Holdings, LLC
123 Riverwoods Parkway
Helena, Alabama 35080
Attention: Kendall C. Zettler
Fax: (205) _____
Email: kczettler1@gmail.com

With a copy to: Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
Fax: (205) 488-6429
Email: smonk@babco.com

Any such notices shall be deemed to be sufficiently given or served upon, and any deliveries shall be deemed to have been sufficiently made to, any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice.

The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(i) Seller and Purchaser, for themselves and their respective successors and assigns, covenant and agree to execute sign and deliver, or cause to be executed signed and delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by the other party to this Agreement for the purpose of and in connection with clarifying, amending or otherwise consummating any of the transactions and matters contemplated herein.

(j) Each of Seller and Purchaser covenants and agrees, if requested by the other party, to join in the execution of any easement agreements reasonably required by the providers of any Utilities Services for the installation and operation of any Utility Lines within the Riverwoods Property Road Easement or the Purchaser Property Road Easement.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the day and year first above written.

SELLER:

RIVERWOODS HOLDINGS, LLC, an Alabama limited liability company

By: _____

Philip S. Zettler, Its Manager

PURCHASER:

BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company

By: SB HOLDING CORP., an Alabama corporation,
Its Managing Member

By: _____

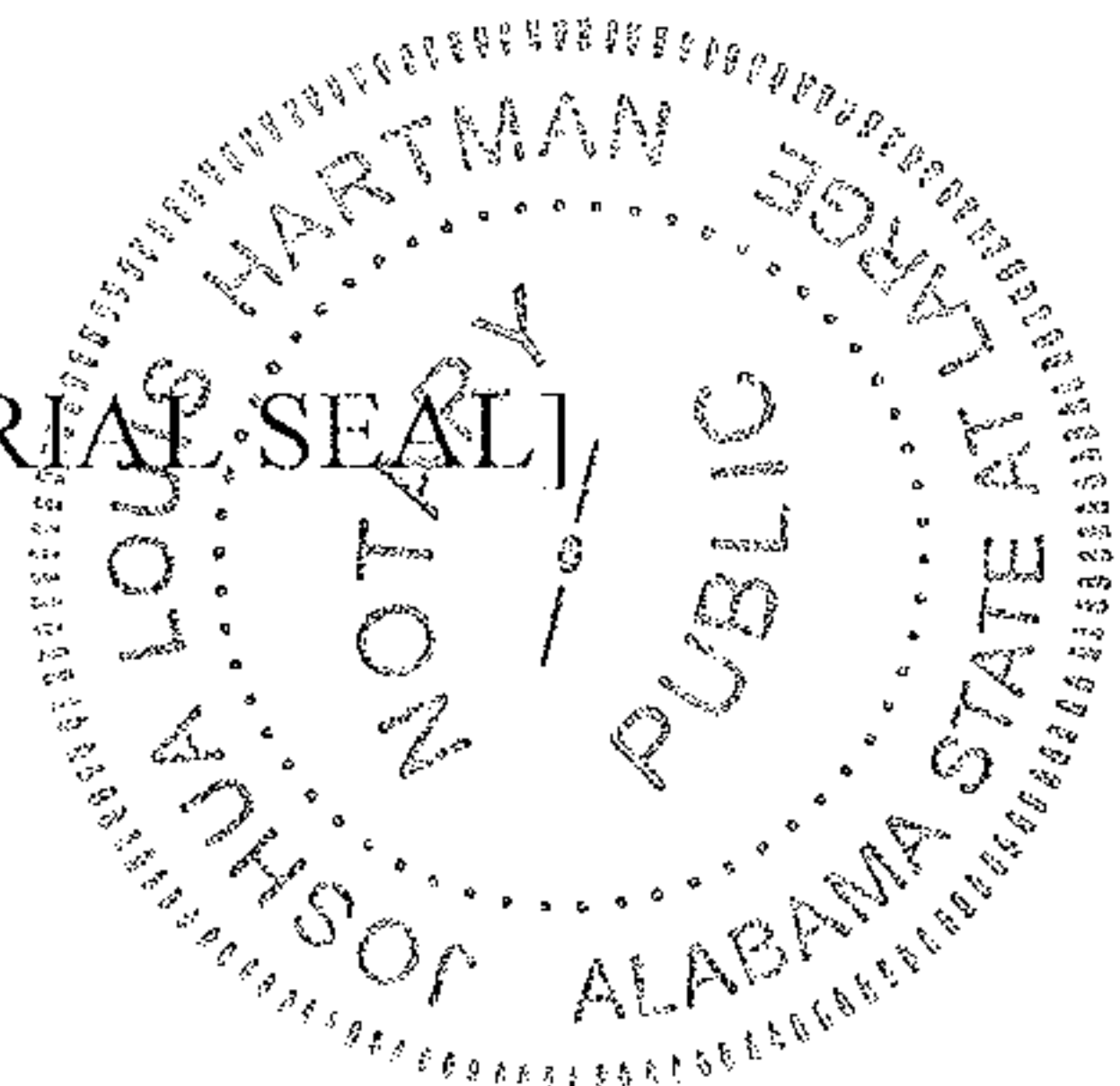
Jonathan M. Belcher, Its President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

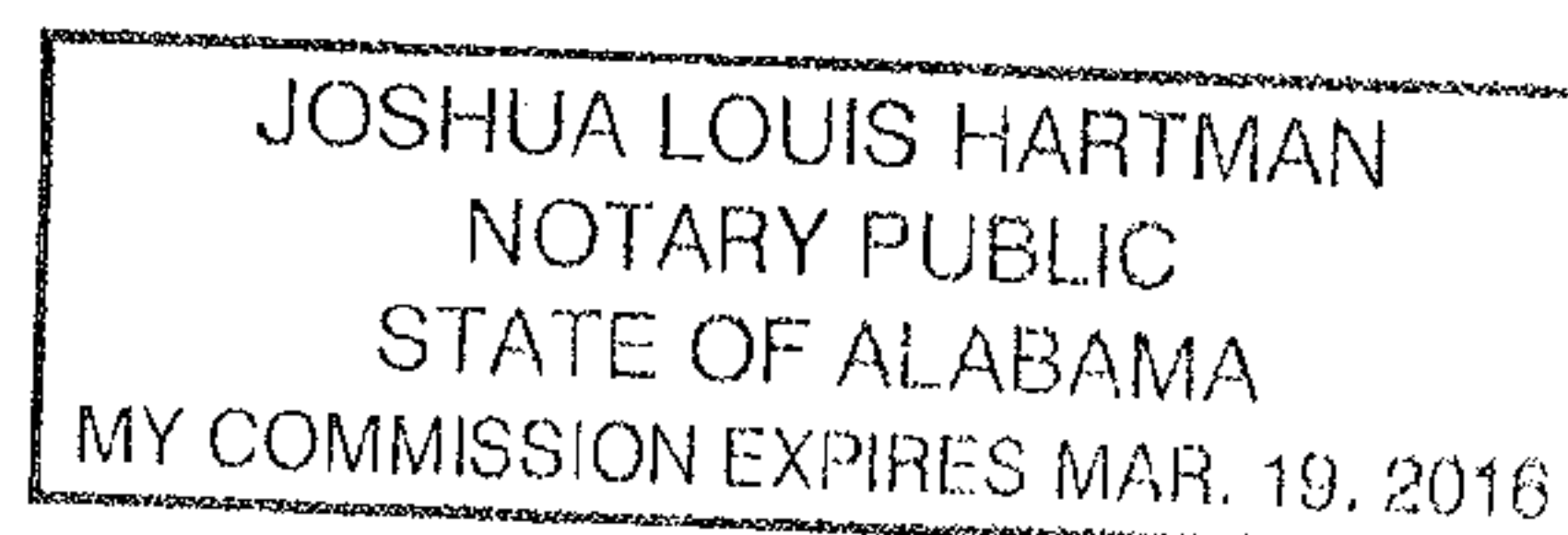
I, the undersigned, a notary public in and for said county, in said state, hereby certify that Philip S. Zettler, whose name as Manager of **RIVERWOODS HOLDINGS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of the aforesaid limited liability company.

Given under my hand and official seal this 30TH day of December, 2015.

[NOTARIAL SEAL]



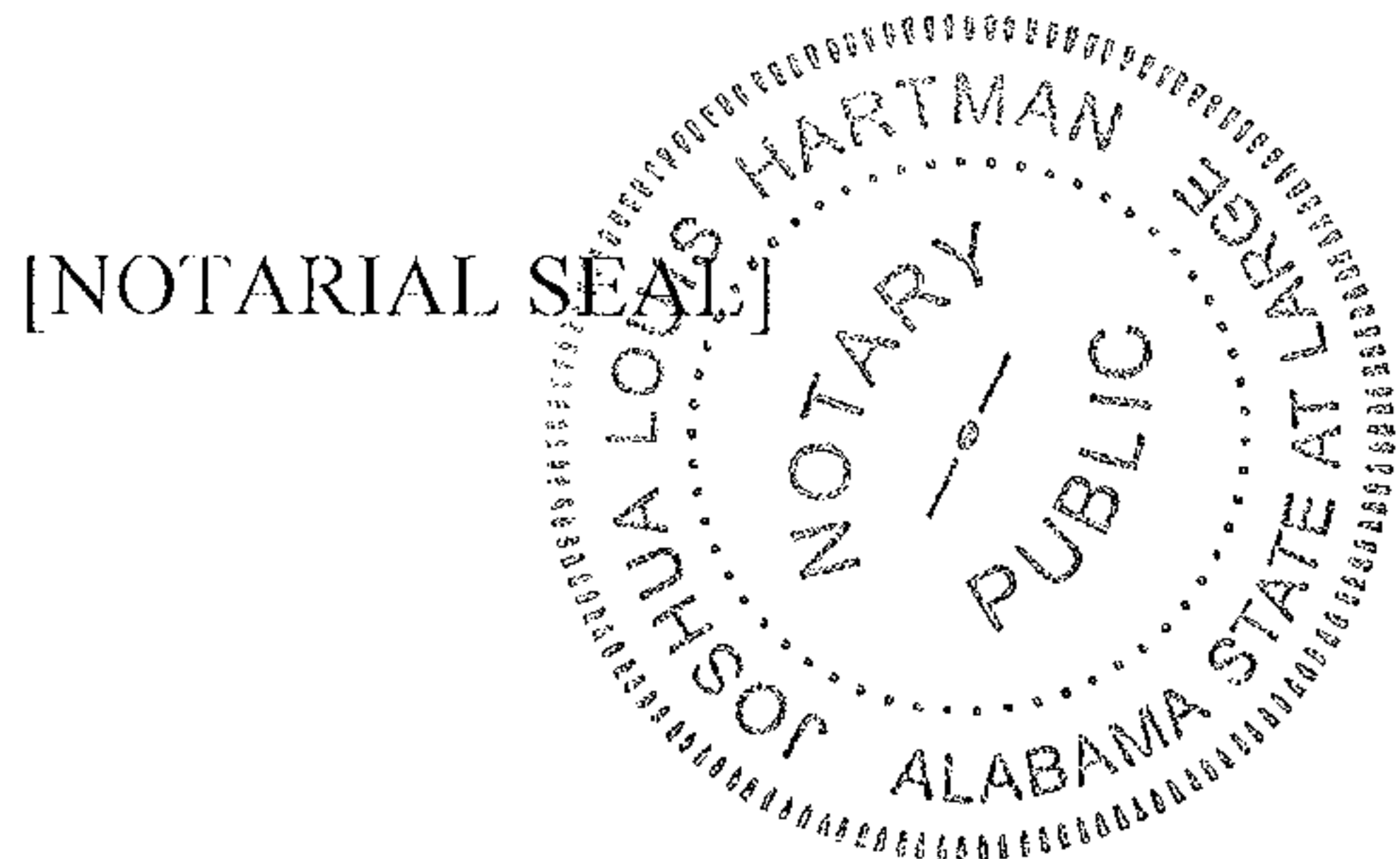
Notary Public
My commission expires: _____

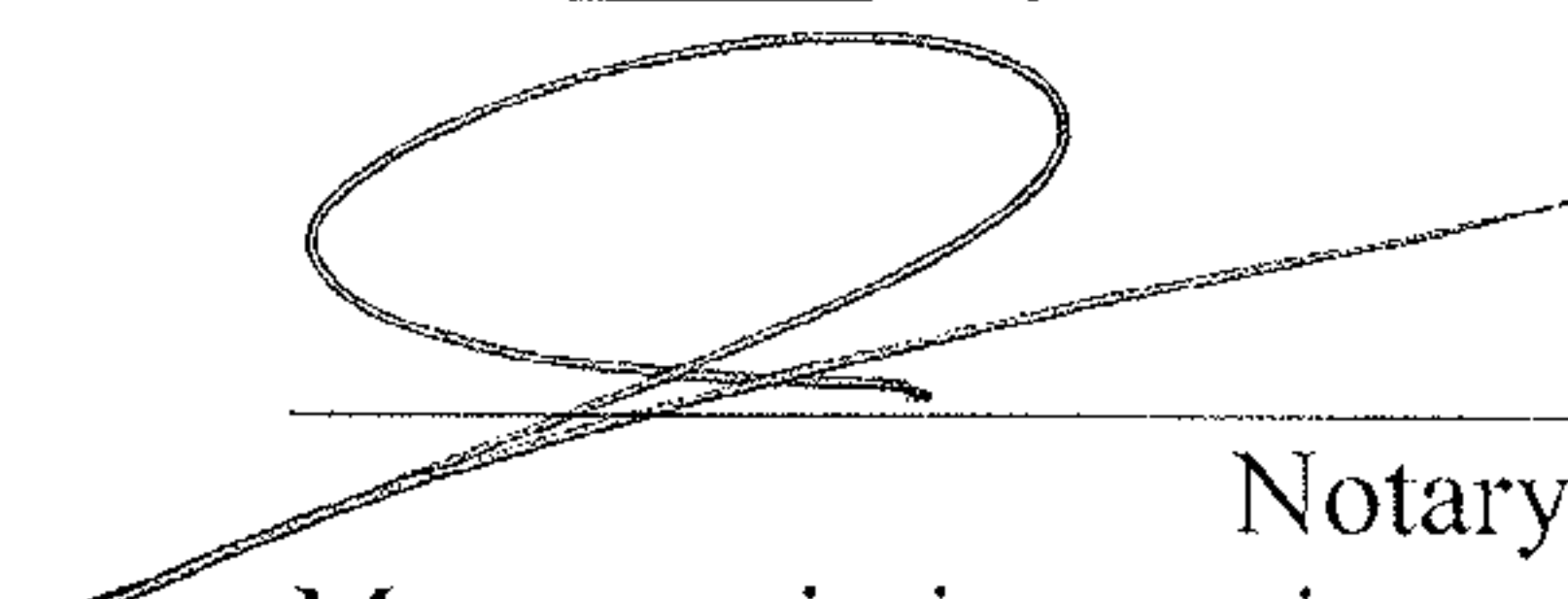


STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

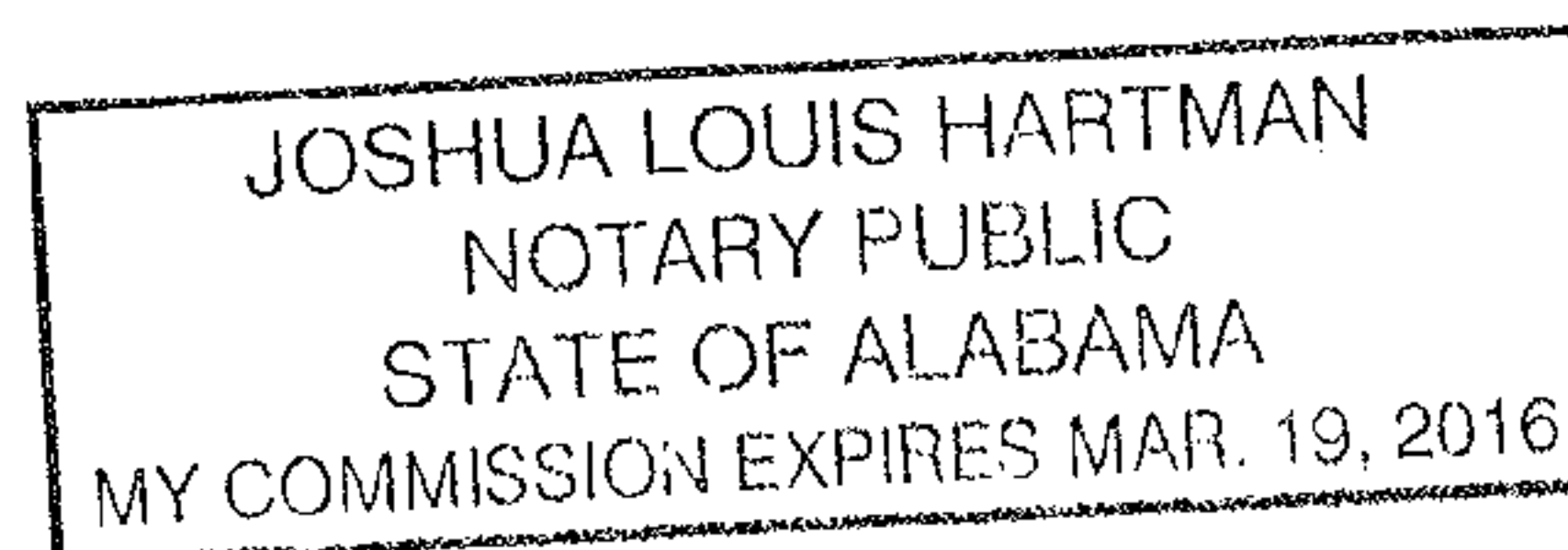
I, the undersigned, a notary public in and for said county, in said state, hereby certify that Jonathan M. Belcher, whose name as President of **SB HOLDING CORP.**, an Alabama corporation, as Managing Member of **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Managing Member of the limited liability company .

Given under my hand and official seal this 30th day of December, 2015.





Notary Public
My commission expires: _____



This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203

EXHIBIT A

Legal Description of Purchaser Property

Parcel III

Part of the South 1/2 of SW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe at the Southwest corner of Section 5, Township 20 South, Range 3 West; thence run in an Easterly direction along the South line of the Southwest 1/4 of said Section 5 for a distance of 128.27 feet to a set WSE iron (CA#003) at the POINT OF BEGINNING, said point being on the Southeast Right-of-Way line of a CSX Railroad; thence continue along the last stated course for a distance of 2522.62 feet to a found 3" capped pipe at the Southeast corner of said Southwest 1/4; thence turn an angle to the left of 91°59'07" and run in a Northerly direction along the East line of said Southwest 1/4 for a distance of 1321.47 feet to a found 3" capped pipe at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 5; thence turn an angle to the left of 87°59'34" and run in a Westerly direction along the North line of the South 1/2 of the Southwest 1/4 of said Section 5 for a distance of 1724.34 feet to a found Paragon iron on the Southeast right-of-way line of said CSX Railroad; thence turn an angle to the left of 61°11'52" and run in a Southwesterly direction along said right-of-way line for a distance of 1394.66 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 2815.00 feet and a central angle of 1°55'12"; thence in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 94.33 feet to a point; thence turn an angle to the right of 90°0'0" (Angle Measured from Tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 25.00 feet to a point, said point being on a curve to the left having a radius of 2840.00 feet and a central angle of 0°37'06"; thence turn an angle to the left of 90°0'0" (Angle Measured to Tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 30.65 feet to the POINT OF BEGINNING.

Said parcel containing 64.027 acres, more or less.

Parcel IV

A parcel of land situated in the SE 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the SW 1/4 of the SE 1/4 (being a set WSE iron – CA#003) of Section 5, Township 20 South, Range 3 West; thence West along the South line of said SW 1/4 of the SE 1/4 a distance of 1324.29 feet to a found 3" capped pipe, being the Southwest corner of said SW 1/4 of the SE 1/4; thence 88°03'53" to the right in a Northerly direction along the West line of said SW 1/4 of the SE 1/4 a distance of 1321.50 feet to a found 3" capped pipe, being the Northwest corner of said SW 1/4 of the SE 1/4; thence 91°52'26" to the right in an Easterly direction along the North line of said SW 1/4 of the SE 1/4 a distance of 367.03 feet to a found capped rebar; thence 60°49'54" to the left in a Northeasterly direction a distance of 577.29 feet to a found capped rebar; thence 2°05'18" to the right in a Northeasterly direction a distance of 469.04 feet to a found capped rebar; thence 3°11'20" to the left in a Northeasterly direction a distance of 268.34 feet to a found capped rebar; thence 27°27'54" to the right in a Northeasterly direction a

distance of 316.41 feet to a found capped rebar, being the Northeast corner of the NW 1/4 of the SE 1/4; thence $34^{\circ}32'36''$ to the right in an Easterly direction along the North line of the NE 1/4 of the SE 1/4 a distance of 267.09 feet to a set WSE iron (CA#003) on the Southwesterly Right-of-Way line of CSX Railroad; thence $43^{\circ}55'51''$ to the right in a Southeasterly direction along said Right-of-Way line a distance of 166.77 feet to a point that is 82.00 feet Southwesterly of the T.S. (Tangent to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21468+30 (stations listed hereon are from the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541); thence $0^{\circ}19'39''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.C. (Spiral to Curve) of a curve to the right having a radius of 2782.79 feet and a central angle of $19^{\circ}38'34''$ at station 21469+29; thence $0^{\circ}39'45''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the arc of said curve, being the Southwesterly Right-of-Way line of said CSX Railroad a distance of 954.02 feet to a point that is 82.00 feet Southwesterly of the C.S. (Curve to Spiral) of a spiral curve to the right having an L_s of 99.00 feet and a θ_s of $1^{\circ}00'$ at station 21479+09; thence $0^{\circ}39'45''$ to the right (angle measured tangent to chord) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad, being 82.00 feet Southwesterly of and parallel with said spiral curve a chord distance of 97.58 feet to a point that is 82.00 feet Southwesterly of the S.T. (Spiral to Tangent) at station 21480+08; thence $0^{\circ}19'39''$ to the right (angle measured chord to tangent) in a Southeasterly direction along the Southwesterly Right-of-Way line of said CSX Railroad a distance of 300.58 feet to set WSE iron (CA#003) being on the South line of the NE 1/4 of the SE 1/4 of said Section 5; thence $114^{\circ}28'04''$ to the right in a Westerly direction (leaving said Right-of-Way line) along the South line of the NE 1/4 of the SE 1/4 a distance of 1125.07 feet to a found 3" capped pipe, being the Southwest corner of the NE 1/4 of the SE 1/4; thence $92^{\circ}02'57''$ to the left in a Southerly direction along the East line of the SW 1/4 of the SE 1/4 a distance of 1322.98 feet to the POINT OF BEGINNING.

Containing 80.200 acres.

Parcel V

A parcel of land situated in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama, being a 3" capped pipe rusted off at ground level; thence in a Northerly direction along the Westerly line of said Section a distance of 517.96 feet to a set WSE iron (CA#003) at the intersection of said Section line and the Southwesterly line of a CSX Railroad Right-of-Way, said point being 200 feet from the centerline of the south bound main line referenced in Deed Book 34, Page 491 and shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company, South and North Alabama Division dated June 30, 1917, map number V20541; thence $157^{\circ}32'29''$ to the right in a Southeasterly direction along said Right-of-Way line, parallel to and 200 feet from the centerline of said south bound main line a distance of 364.83 feet to a set WSE iron (CA#003); thence $90^{\circ}00'00''$ left in a Northeasterly direction along said Right-of-Way line a distance of 166.43 feet to a point on a curve to the left having a radius of 5804.65 feet and a central angle of $2^{\circ}51'45''$, said curve being 75.00 feet from and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map, Louisville and Nashville Railroad Company,

South and North Alabama Division dated June 30, 1917, map number V20541; thence $86^{\circ}27'55''$ to the right (angle measured to tangent) in a Southeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 290.00 feet to the intersection of said Right-of-Way line and the South line of said Section 4; thence $120^{\circ}36'02''$ to the right (angle measured to tangent) in a Westerly direction (leaving said Right-of-Way) along the South line of said Section 4 a distance of 426.96 feet to the POINT OF BEGINNING.

Containing 2.279 Acres.

Parcel VI

A parcel of land situated in the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama lying East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northeast corner of Section 7, Township 20 South, Range 3 West (3" capped pipe); thence run in a Southerly direction along the East line of said Section for a distance of 289.40 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1893.46 feet to the point of intersection of said Section line and said Easterly right-of-way line of a CSX Railroad, said point being in a curve to the right having a radius of 1057.89 feet and a central angle of $47^{\circ}18'04''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the right of $140^{\circ}08'25''$ (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 873.35 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1720.46 feet and a central angle of $2^{\circ}04'15''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of $90^{\circ}0'0''$ (angle measured from tangent) and run in a Northwesterly direction along said right-of-way line for a distance of 50.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1770.46 feet and a central angle of $5^{\circ}19'53''$, said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence turn an angle to the right of $90^{\circ}0'0''$ (angle measured to tangent) and run in a Northeasterly direction along the arc of said curve and along said right-of-way line a distance of 164.74 feet; thence run in a Northeasterly direction tangent from said curve and along said right-of-way line for a distance of 564.47 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2950.00 feet and a central angle of $6^{\circ}10'09''$, said curve being 25.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northeasterly direction along the arc of said curve and along said right-of-way line for a distance of 317.64 feet to the POINT OF BEGINNING.

Said parcel containing 7.211 acres, more or less.

Parcel VII

All that portion of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama, lying North and West of the Southerly and Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 8, Township 20 South, Range 3 West (3" capped pipe) and run in an Easterly direction along the South line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and the Easterly bank of the Cahaba River; thence turning an angle to the left and meandering in a Northeasterly, Northwesterly, Northeasterly, Southeasterly, Southwesterly, and Southeasterly direction along the Easterly, Southerly, Westerly, and Southerly bank of said Cahaba River, run for a distance of 6997 feet (more or less) to the point of intersection of said Southerly bank and the East line of said Section 8; thence leaving the previously described course, run in a Northerly direction along said East line of Section 8 for a distance of 3962 feet (more or less) to the Northeast corner of said Section 8 (3" capped pipe); thence turn an angle to the left of $88^{\circ}02'18''$ and run in a Westerly direction along the North line of said Section 8 for a distance of 2648.58 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 8 (3" capped pipe); thence turn an angle to the right of $0^{\circ}3'26''$ and run in a Westerly direction along said North line of said Section for a distance of 2522.62 feet to the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad, said point being in a curve to the left having a radius of 2950.00 feet and a central angle of $6^{\circ}06'39''$, said curve being 25.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence leaving the previously described course, turn an angle to the left of $63^{\circ}53'14''$ (angle measured to tangent) and run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 314.63 feet to the point of intersection of said Easterly right-of-way line and the West line of said Section 8; thence leaving the previously described course, turn an angle to the left of $21^{\circ}0'46''$ (angle measured from tangent) and run in a Southerly direction along said West line of said Section 8 for a distance of 1893.46 feet to the point of intersection of said Easterly right-of-way line of a CSX Railroad and said West line of Section 8, said point being in a curve to the left having a radius of 1057.89 feet and a central angle of $2^{\circ}43'17''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence leaving the previously described course, turn an angle to the left of $39^{\circ}51'35''$ (angle measured to tangent) and run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 50.25 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1720.47 feet and a central angle of $7^{\circ}24'07''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 222.27 feet; thence continue tangent from said curve and run in a Southeasterly direction along said right-of-way line for a distance of 191.76 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7010.12 feet and a central angle of $1^{\circ}55'12''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southeasterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1535.40 feet and a central angle of $63^{\circ}24'22''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 1699.14 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 7009.76 feet and a central angle of $1^{\circ}55'12''$, said curve

being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 234.91 feet; thence continue tangent from said curve and run in a Southwesterly direction along said right-of-way line for a distance of 235.91 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 2591.53 feet and a central angle of 5°04'51", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southwesterly direction along the arc of said curve and along said right-of-way line for a distance of 229.82 feet to the P.C. (Point of Curvature) of a curve to the left having a radius of 1051.00 feet and a central angle of 19°52'22", said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Southerly direction along the arc of said curve and along said right-of-way line for a distance of 364.53 feet to the POINT OF BEGINNING.

Said parcel is subject to Elvira Road (Shelby County Highway #269) prescriptive road and right-of-way.

Said parcel containing 467.9 acres, more or less.

Parcel VIII

A portion of the West 1/2 of Section 9, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 9, Township 20 South, Range 3 West (3" capped pipe); thence in an Easterly direction along the North line of said Section a distance of 379.14 feet to the intersection of said Section line and the West line of a CSX Railroad Right-of-Way; thence in a Southerly direction along said Right-of-Way line a distance of 3,973 feet (more or less) to the intersection of said Right-of-Way line and the South bank of the Cahaba River; thence in a Westerly direction along the South bank of said Cahaba River a distance of 1475 feet (more or less) to the intersection of said South bank and the West line of said Section 9; thence in a Northerly direction along the West line of said Section a distance of 3962 feet (more or less) to the POINT OF BEGINNING.

Said parcel containing 68.2 acres, more or less.

Parcel X

A parcel of land situated in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama, lying West of the Easterly bank of the Cahaba River and East of the Easterly Right-of-Way line of a CSX Railroad being more particularly described as follows:

COMMENCE at the Northwest corner of Section 17, Township 20 South, Range 3 West (3" capped pipe); thence run in an Easterly direction along the North line of said Section for a distance of 763.05 feet to the POINT OF BEGINNING, said point being the point of intersection of said Section line and the Easterly right-of-way line of a CSX Railroad; thence continue along the previously described course for a distance of 1796 feet (more or less) to the point of intersection of said Section line and said Easterly bank of the Cahaba River; thence turning an angle to the right and meandering in a Southwesterly direction along said Easterly bank of the Cahaba River, run for a distance of 1340 feet (more or less) to the point of intersection of said Easterly bank and said Easterly right-of-way line of a CSX Railroad; thence leaving the

previously described course, run in a Northwesterly direction along said Easterly right-of-way line for a distance of 477 feet (more or less); thence turn an angle to the left of $90^{\circ}0'0''$ and run in a Southwesterly direction along said Easterly right-of-way line for a distance of 25.00 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 2591.53 feet and a central angle of $5^{\circ}04'51''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036; thence turn an angle to the right of $90^{\circ}0'0''$ (angle measured to tangent) and run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 229.81 feet to the P.C. (Point of Curvature) of a curve to the right having a radius of 1051.00 feet and a central angle of $42^{\circ}30'04''$, said curve being 75.00 feet and parallel to the centerline of the original main line as shown on said Track Map; thence run in a Northwesterly direction along the arc of said curve and along said right-of-way line for a distance of 779.62 feet to the POINT OF BEGINNING. Said parcel containing 22.6 acres, more or less.

Notes:

Parcels III, IV, V, VI, VII, VIII and X are less and except any Rights-of-Way which may exist. Parcels III, IV, V, VI, VII, VIII and X contain a total of 712.4 acres, more or less, including the area of the Elvira Road (Shelby County Highway #269) prescriptive right-of-way.

EXHIBIT B

Drawing Indicating Location of Riverwoods Property

The Riverwoods Property is depicted in the attached drawing as the “Retained Property” consisting of approximately 900 acres, more or less.

See Attached.

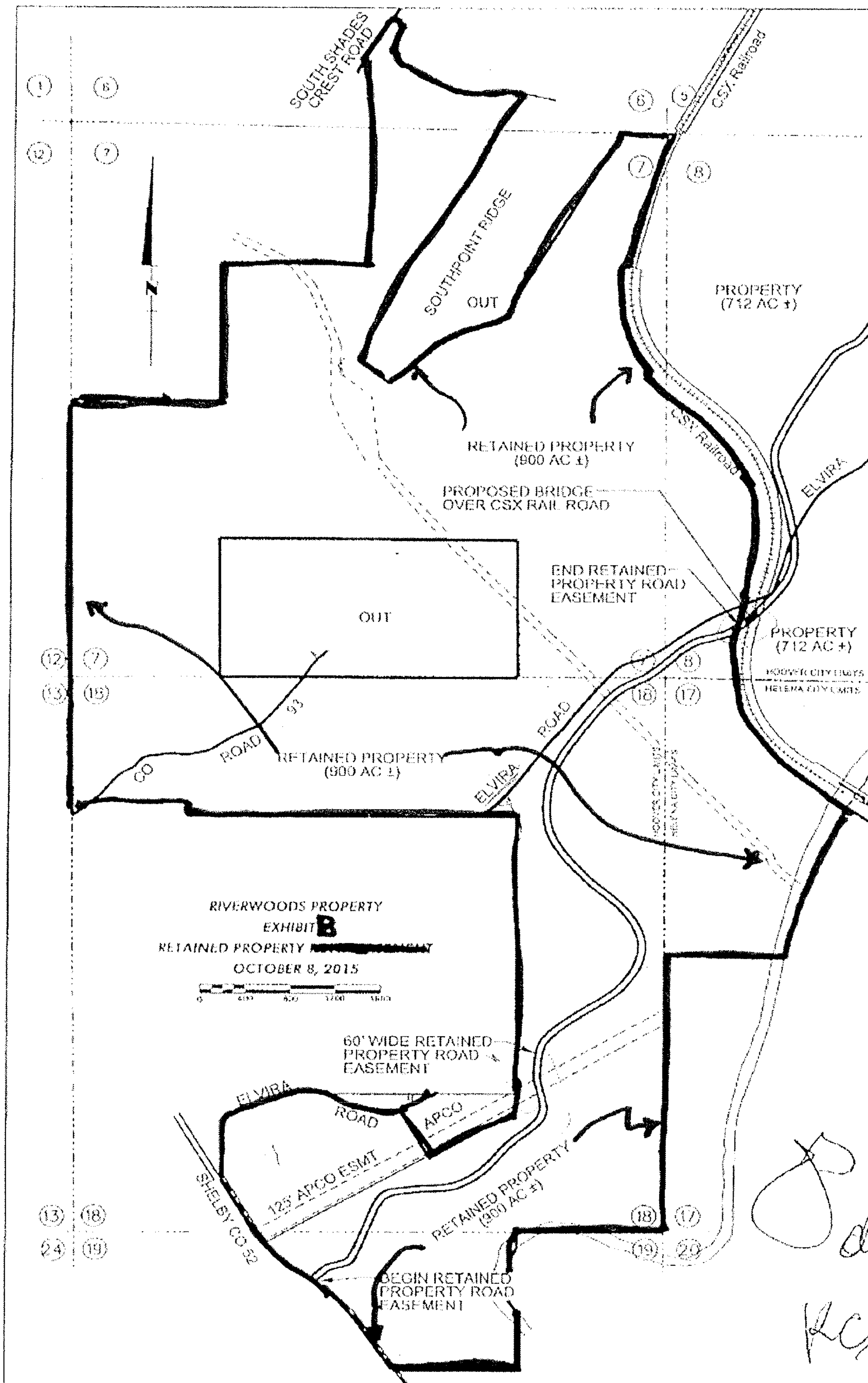


EXHIBIT C
Location of Bridge

The attached drawing reflects the proposed location of the Bridge crossing the 150-foot right-of-way for the CSX Railroad Line at the common boundary of the Riverwoods Property and the Purchaser Property.

See Attached.

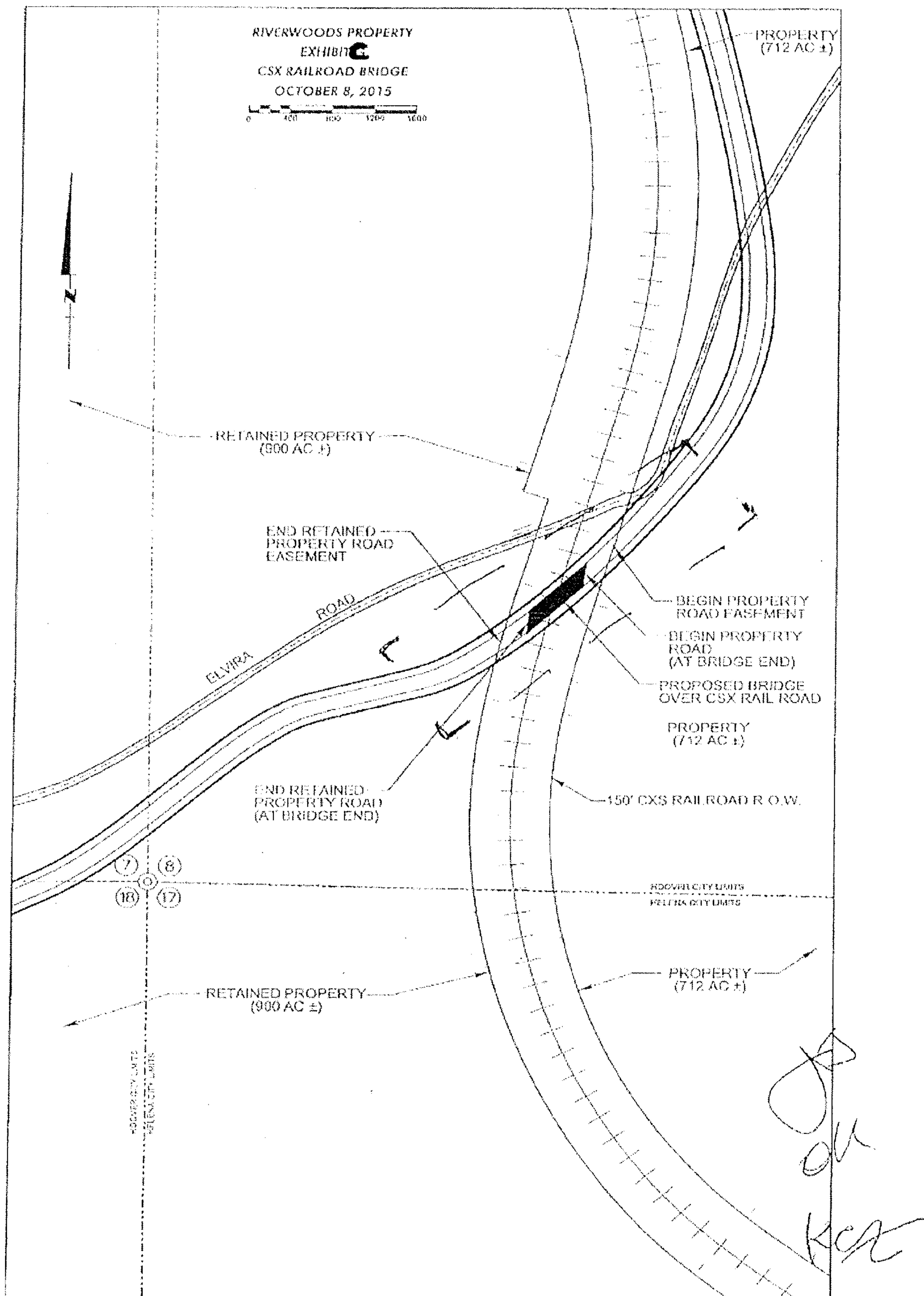


EXHIBIT D

Legal Description of Purchaser Property Road Easement

Road Right-of-Way II

A parcel of land situated in the West $\frac{1}{2}$ of Section 8, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 8, Township 20 South, Range 3 West (3" capped pipe) and run East along the South line of said section for a distance of 853.25 feet; thence turn an angle to the left of $90^{\circ}0'0''$ and leaving said section line, run in a Northerly direction for a distance of 697.76 feet to a point on the Easterly right-of-way a CSX Railroad, said right-of-way being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036, said point being in a curve to the left having a central angle of $5^{\circ}18'24''$ and a radius of 950.00 feet, said point being the POINT OF BEGINNING of a 60 foot wide road right-of-way lying 30 feet on both sides of and parallel to the following described centerline; thence run in a Northeasterly direction along the arc of said curve for a distance of 87.99 feet to the P.T. (Point of Tangency) of said curve; thence run in a Northeasterly direction for a distance of 128.11 feet to the P.C. (Point of Curvature) of a curve to the left having a central angle of $40^{\circ}12'26''$ and a radius of 600.00 feet; thence run in a Northerly direction along the arc of said curve for a distance of 421.05 to the P.T. of said curve; thence run in a Northerly direction for a distance of 42.39 feet to the P.C. of a curve to the left having a central angle of $11^{\circ}44'20''$ and a radius of 1150.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 235.62 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 203.20 feet to the P.C. of a curve to the left having a central angle of $8^{\circ}24'04''$ and a radius of 1590.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 233.13 feet to the P.R.C. (Point of Reverse Curvature) of a curve to the right having a central angle of $47^{\circ}15'59''$ and a radius of 430.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 354.73 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 119.21 feet to the P.C. of a curve to the right having a central angle of $5^{\circ}55'24''$ and a radius of 2500.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 258.45 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 464.24 feet to the P.C. of a curve to the right having a central angle of $29^{\circ}50'21''$ and a radius of 400.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 208.32 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 103.14 feet to the P.C. of a curve to the left having a central angle of $23^{\circ}54'55''$ and a radius of 230.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 96.00 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 48.25 feet to the P.C. of a curve to the left having a central angle of $25^{\circ}44'05''$ and a radius of 715.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 321.15 feet to the P.T. of said curve; thence run in a Northeasterly

direction for a distance of 80.61 feet to the P.C. of a curve to the right having a central angle of $12^{\circ}51'03''$ and a radius of 525.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 117.75 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 1506.72 feet to the P.C. of a curve to the right having a central angle of $10^{\circ}38'04''$ and a radius of 5000.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 928.04 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 1316.63 feet to the P.C. of a curve to the right having a central angle of $8^{\circ}07'10''$ and a radius of 1700.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 240.91 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 14.90 feet to the P.C. of a curve to the right having a central angle of $65^{\circ}28'45''$ and a radius of 180.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 205.71 feet to the P.T. of said curve; thence run in a Southeasterly direction for a distance of 52.15 feet to the P.C. of a curve to the right having a central angle of $20^{\circ}45'06''$ and a radius of 200.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 72.44 feet to the P.T. of said curve; thence run in a Southeasterly direction for a distance of 118.59 feet; thence turn an angle to the left of $90^{\circ}0'0''$ and run in a Northeasterly direction for a distance of 11.23 feet to the P.C. of a curve to the left having a central angle of $10^{\circ}0'34''$ and a radius of 305.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 53.28 feet to the P.C.C. (Point of Compound Curvature) of a curve to the left having a central angle of $86^{\circ}21'27''$ and a radius of 105.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 158.26 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 152.46 feet to the P.C. of a curve to the right having a central angle of $56^{\circ}0'55''$ and a radius of 170.00 feet; thence run in a Northerly direction along the arc of said curve for a distance of 166.20 feet to the P.T. of said curve; thence run in a Northerly direction for a distance of 127.21 feet to the P.C. of a curve to the left having a central angle of $5^{\circ}15'13''$ and a radius of 255.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 23.38 feet to a point on the North line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, said point being 67.73 feet to the East of the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ said Section 5 (Paragon Rebar), said point being the end of this road right-of-way.

EXHIBIT D-1

Drawing Reflecting Location of Purchaser Property Road Easement

The Purchaser Property Road Easement is designated as "Property Road R.O.W. II" on the attached drawing.

See Attached.

EXHIBIT E
Legal Description of Riverwoods Property Road Easement

Road Right-of-Way I

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, the Northeast $\frac{1}{4}$ of the of the Southeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast $\frac{1}{4}$ of Section 19, Township 20 South, Range 3 West (3" capped pipe) and run West along the North line of said section for a distance of 3123.22 feet; thence turn an angle to the left of $90^{\circ}0'0''$ and leaving said section line, run in a Southerly direction for a distance of 457.70 feet to a point on the Easterly right-of-way of Shelby County 52, said point being the POINT OF BEGINNING of a 60 foot wide road right-of-way lying 30 feet on both sides of and parallel to the following described centerline; thence run in a Northeasterly direction for a distance of 144.18 feet to the P.C. (Point of Curvature) of a curve to the right having a central angle of $27^{\circ}55'53''$ and a radius of 140.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 68.25 feet to the P.T. (Point of Tangency) of said curve; thence run in a Northeasterly direction for a distance of 83.61 feet to the P.C. of a curve to the left having a central angle of $50^{\circ}12'38''$ and a radius of 150.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 131.45 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 93.32 feet to the P.C. of a curve to the left of having a central angle of $4^{\circ}28'0''$ and a radius of 750.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 58.47 feet to the P.T. of said curve; thence run in a Northeasterly direction crossing the South line of Section 18, Township 20 South, Range 3 West, Shelby County, Alabama, at a point 2671.19 feet to the West of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 18 (3" capped pipe), for a distance of 379.49 feet to the P.C. of a curve to the right having a central angle of $63^{\circ}37'46''$ and a radius of 220.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 244.32 feet to the P.T. of said curve; thence run in an Easterly direction for a distance of 388.08 feet to the P.C. of a curve to the left having a central angle of $44^{\circ}39'01''$ and a radius of 650.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 506.54 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 199.48 feet to the P.C. of a curve to the right having a central angle of $12^{\circ}13'06''$ and a radius of 700.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 149.28 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 163.52 feet to the P.C. of a curve to the left having a central angle of $68^{\circ}23'43''$ and a radius of 275.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 328.27 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 141.97 feet to the P.C. of a curve to the right having a central angle of $21^{\circ}14'06''$ and a radius of 300.00; thence run in a Northeasterly direction along the arc of said curve for a distance of 111.19 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 128.97 feet to the P.C. of a curve to the right

having a central angle of $49^{\circ}48'45''$ and radius of 400.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 347.76 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 275.41 feet to the P.C. of a curve to the right having a central angle of $5^{\circ}55'12''$ and radius of 1400.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 144.65 feet to the P.R.C. (Point of Reverse Curvature) of a curve to the left having a central angle of $20^{\circ}55'10''$ and a radius of 925.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 337.73 feet to the P.C.C. (Point of Compound Curvature) of a curve to the left having a central angle of $91^{\circ}26'22''$ and a radius of 525.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 837.86 feet to the P.T. of said curve; thence run in a Northwesterly direction for a distance of 404.68 feet to the P.C. of a curve to the right having a central angle of $87^{\circ}07'06''$ and a radius of 900.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 1368.45 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 403.99 feet to the P.C. of a curve to the right having a central angle of $26^{\circ}30'42''$ and a radius of 975.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 451.15 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 110.65 feet to the P.C. of a curve to the left having a central angle of $13^{\circ}42'44''$ and a radius of 750.00 feet; thence run in a Northeasterly direction along the arc of said curve and crossing the North line of said Section 18 at a point 183.52 feet to the West of the Northeast corner of the Northeast $\frac{1}{4}$ of said Section 18 (3" capped pipe) for a distance of 179.49 feet to the P.T. of said curve; thence run in a Northeasterly direction crossing the East line of Section 7, Township 20 South, Range 3 West, Shelby County, Alabama, at a point 134.28 feet to the North of the Southeast corner of the Southeast $\frac{1}{4}$ of said Section 7 (3" capped pipe), for a distance of 271.59 feet to the P.C. of a curve to the right having a central angle of $26^{\circ}18'46''$ and a radius of 425.00 feet; thence run along the arc of said curve for a distance of 195.18 feet to the P.T. of said curve; thence run in a Northeasterly direction for a distance of 142.87 feet to the P.C. of a curve to the left having a central angle of $21^{\circ}47'02''$ and a radius of 550.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 209.11 feet to on Westerly right-of-way of a CSX Railroad, said right-of-way being 75.00 feet and parallel to the centerline of the original main line as shown on the Right-of-Way and Track Map Atlanta, Birmingham and Atlantic Railroad Company Dated June 30, 1914, map number V06036, said point being the end of this road right-of-way.

EXHIBIT E-1

Drawing Reflecting Location of Riverwoods Property Road Easement

The Riverwoods Property Road Easement is designated as "Retained Property Road R.O.W. I" on the attached drawing.

See Attached.

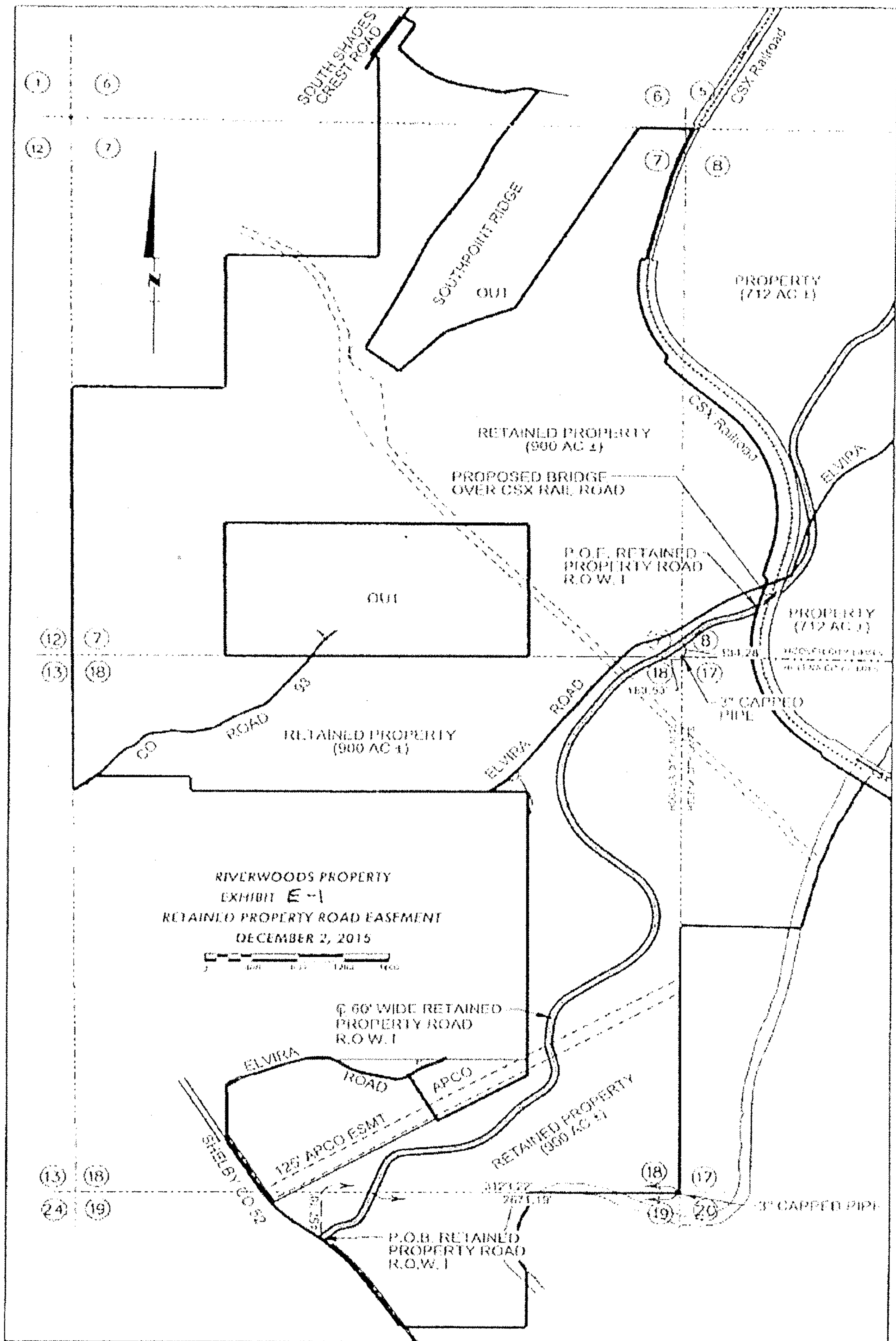


EXHIBIT F

Wilborn Property

LAKE WILBORN

PC PROPERTY AT TRACE CROSSINGS

A tract of land situated in the North-1/2 of Northwest-1/4 of Section 4, Township 20 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the NE corner of the NW-1/4 of NW-1/4 of Section 4, Township 20 South, Range 3 West and run westerly along the north line of said quarter-quarter, 100.0 feet, more or less, to a point on the west right-of-way line of the Alabama Power Company right-of-way; thence left 25°-30'-00", more or less, and run southwesterly 530.0 feet, more or less, to a point on the northeast right-of-way line of a proposed road to serve the future PR-1 "D" area in Trace Crossings; thence left and run southerly along the east right-of-way line of the proposed road 200.0 feet, more or less, to a point on the north right-of-way line of the proposed extension of Stadium Trace Parkway; thence left 90°-00'-00", more or less, and run northeasterly along the north right-of-way line of the proposed extension of Stadium Trace Parkway 885.0 feet, more or less, to a point on the east right-of-way line of the Alabama Power Company right-of-way; thence right 59°-0'-0", more or less, and run southeasterly along said east right-of-way line 475.0 feet, more or less; thence left 91°-30'-00", more or less, and run northeasterly 400.0 feet, more or less; thence right 41°-30'-00", more or less, and run easterly 335.0 feet, more or less, to a point on the east line of the NE-1/4 of NW-1/4 of said Section 4; thence left 90°-00'-00", more or less, and run northerly along the east line of last said quarter-quarter 450.0 feet, more or less to the NE corner of last said quarter-quarter; thence left 90°-00'-00", more or less, and run westerly along the north line of last said quarter-quarter 1,325.0 feet, more or less, to the NW corner of last said quarter-quarter, said corner also being the **POINT OF BEGINNING**.

Said PC tract containing 18.0 acres, more or less.

LAKE WILBORN PUD

PR-1 PROPERTY AT TRACE CROSSINGS

A tract of land located in Section 33, Township 19 South, Range 3 West, of the Huntsville Principal Meridian, Jefferson County, Alabama; and Sections 4 & 5, Township 20 South, Range 3 West, of the Huntsville Principal Meridian, Shelby County, Alabama, described as follows:

BEGIN at the Southwest corner of Section 33, Township 19 South, Range 3 West and run North 00°-29'-20" West along the west boundary of the Southwest-1/4 of the Southwest-1/4 of Section 33 for a distance of 519.91 feet; thence turn an angle to the right and run North 52°-52'-13" East for a distance of 818.38 feet; thence turn an angle to the right and run South 35°-05'-14" East for a distance of 147.20 feet; thence turn an angle to the right and run South 26°-49'-15" East for a distance of 446.69 feet; thence turn an angle to the left and run South 48°-37'-41" East for a distance of 348.55 feet; thence turn an angle to the left and run South 65°-43'-50" East for a distance of 130.69 feet to the east boundary of the Southwest-1/4 of the Southwest-1/4 of Section 33; thence turn an angle to the right and run South 00°-26'-49" East for a distance of 232.44 feet to the Southeast corner of the Southwest-1/4 of the Southwest-1/4 of Section 33; thence turn an angle to the left and run

South 89°-01'-18" East along the north boundary of Section 4, Township 19 South, Range 3 West for a distance of 1,317.04 feet to the Northeast corner of the Northeast-1/4 of the Northwest-1/4 of Section 4; thence turn an angle to the right and run South 00°-52'-11" East along the east boundary of the Northeast-1/4 of the Northwest-1/4 of Section 4 for a distance of 1,318.66 feet to the Southeast corner of said quarter-quarter; thence turn an angle to the right and run South 00°-51'-49" East for a distance of 267.91 feet; thence turn an angle to the left and run South 35°-04'-47" East for a distance of 1,296.30 feet to a point on the south boundary of the Southwest-1/4 of the Northeast-1/4 of Section 4; thence turn an angle to the right and run North 89°-11'-56" West for a distance of 729.09 feet to the Southwest corner of the Southwest-1/4 of the Northeast-1/4 of Section 4; thence turn an angle to the left and run South 00°-52'-11" East along the east boundary of the Northeast-1/4 of the Southwest-1/4 of Section 4 for a distance of 1,318.13 feet to the Southeast corner of said quarter-quarter; thence continue on the last described course for a distance of 503.60 feet to the center line of the Cahaba River; thence in a southwesterly direction along said center line of the Cahaba River for a distance of 1,425 feet, more or less, to the south boundary of Section 4; thence turn an angle to the right and run North 89°-17'-28" West along the south boundary of Section 4 and also along property owned by Riverwoods Properties, LLC for a distance of 1,069.0 feet, more or less to a point on the northeast right-of-way line of the CSX Transportation Railroad right-of-way; thence turn an angle to the right and run northwesterly along said right-of-way line 1,295.0 feet, more or less, to a point on the west line of the Southwest-1/4 of Southwest-1/4 of said Section 4; thence turn an angle to the right and run north 01°-05'-19" west along said west line for a distance of 149.9 feet, more or less to the Northwest corner of said quarter-quarter; thence turn an angle to the left and run north 89°-04'-47" west for a distance of 19.0 feet, more or less, to a point on the northeast right-of-way line of the CSX Transportation Railroad right-of-way; thence turn an angle to the right and run northwesterly along said northeast right-of-way line 2,300 feet, more or less to a point on the west line of the Southeast-1/4 of Northeast-1/4 of Section 5, Township 20 South, Range 3 West, said point also being on the east line of the property owned by Riverwoods Properties, LLC; thence turn an angle to the right and run North 01°-03'-17" West along said quarter-quarter line and east line of Riverwoods Properties property line a distance of 852.0 feet, more or less to the Northwest corner of said quarter-quarter; thence turn an angle to the left and run North 01°-04'-31" West and run along the west boundary of the Northeast-1/4 of the Northeast-1/4 of Section 5 and along property owned by USS for a distance of 181.47 feet; thence turn an angle to the right and run North 37°-09'-59" East along property owned by USS for a distance of 1,412.39 feet to a point on the north boundary of the Northeast-1/4 of the Northeast-1/4 of Section 5; thence turn an angle to the right and run South 89°-04'-10" East along the north boundary of Section 5 and property owned by USS for a distance of 449.32 feet to the **POINT OF BEGINNING.**

Less and except the following described Lake Wilborn PC Property:

BEGIN at the NE corner of the NW-1/4 of NW-1/4 of Section 4, Township 20 South, Range 3 West and run westerly along the north line of said quarter-quarter, 100.0 feet, more or less, to a point on the west right-of-way line of the Alabama Power Company right-of-way; thence left 25°-30'-00", more or less, and run southwesterly 530.0 feet, more or less, to a point on the northeast right-of-way line of a proposed road to serve the future PR-1 "D" area in Trace Crossings; thence left and run southerly along the east right-of-way line of the proposed road 200.0 feet, more or less, to a point on the north right-of-way line of the proposed extension of Stadium Trace Parkway; thence left 90°-00'-00", more or less, and run northeasterly along the north right-of-way line of the proposed extension of Stadium Trace Parkway 885.0 feet, more or less, to a point on the east right-of-way line of the Alabama Power Company right-

of-way; thence right 59°-0'-0", more or less, and run southeasterly along said east right-of-way line 475.0 feet, more or less; thence left 91°-30'-00", more or less, and run northeasterly 400.0 feet, more or less; thence right 41°-30'-00", more or less, and run easterly 335.0 feet, more or less, to a point on the east line of the NE-1/4 of NW-1/4 of said Section 4; thence left 90°-00'-00", more or less, and run northerly along the east line of last said quarter-quarter 450.0 feet, more or less to the NE corner of last said quarter-quarter; thence left 90°-00'-00", more or less, and run westerly along the north line of last said quarter-quarter 1,325.0 feet, more or less, to the NW corner of last said quarter-quarter, said corner also being the **POINT OF BEGINNING**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/30/2015 01:53:07 PM
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20151230000443730

A handwritten signature in black ink, appearing to be "James W. Fuhrmeister", is written over the official text.