

Consideration \$500.00

STATE OF ALABAMA)
 :
COUNTY OF SHELBY AND)
COUNTY OF JEFFERSON)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 10th day of July, 2018 (the "Effective Date"), by and between **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Blackridge"), and **BROCK'S GAP TRAINING CENTER, INC.**, an Alabama corporation ("BGTC").

RECITALS:

A. BGTC is the owner of that certain real property (the "BGTC Property") situated in Jefferson County and in Shelby County, Alabama, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

B. Blackridge is the owner of certain real property adjacent to the BGTC Property situated in Shelby County, Alabama (the "New Access Easement Property") shown as the "50' Access Easement" on Exhibit B attached hereto.

C. An existing roadway (the "BGTC Roadway") runs partially through the BGTC Property to a point on or close to the New Access Easement Property.

D. Blackridge desires to grant to BGTC an easement over and across the New Access Easement Property on the terms and conditions set forth herein

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

1. **Grant of Access Easement.**

(a) Subject to and upon the remaining terms and conditions of this Agreement, Blackridge does hereby grant to BGTC, its successors, and assigns, for the benefit of the BGTC Property, a permanent, perpetual, and non-exclusive right and easement, in common with Blackridge, its successors, and assigns, for ingress and egress over, across, through, under, and upon the New Access Easement Property for the benefit of BGTC, its successors, and assigns, and their respective members, contractors, and invitees (collectively, the "BGTC Parties") subject to the conditions set forth in paragraph 2(b) below. For the avoidance of doubt, the benefit of this easement is appurtenant to and shall run with title to the BGTC Property.

(b) BGTC agrees that for so long as the BGTC Property is used primarily for a gun range, the BGTC Parties shall limit the use of the New Access Easement Property to (i)

egress only for the BGTC Parties in connection with up to four (4) events per calendar year and (ii) emergency ingress and egress to and from the BGTC Property or as reasonably needed for maintenance of any improvements made by BGTC to the New Access Easement Property. At such time as the BGTC Property is no longer used as a gun range, the provisions of this paragraph 1(b) shall expire and be of no further force or effect.

(c) Notwithstanding the foregoing and subject to the construction and other rights set forth in paragraphs 1(f) and 2 below, Blackridge reserves the right, for itself and its successors and assigns, to access and use the New Access Easement Property and any driveway or road situated thereon, provided that such access does not interfere with the rights of BGTC hereunder.

(d) BGTC acknowledges that its use of the New Access Easement Property for the purposes set forth herein (i) is subject to all applicable approvals of the City of Hoover, Alabama, including approval of any improved tie into Stadium Trace Parkway, and (ii) the terms and provisions of that certain Statutory Warranty Deed dated June 24, 2002 and recorded as Instrument 2002070/000308220 in the Office of the Judge of Probate of Shelby County, Alabama. In the event that the City of Hoover approves the above-described tie-in, BGTC consents to the City of Hoover's use of the BGTC Roadway for emergency ingress and egress purposes. The foregoing shall not be construed as an obligation on the part of BGTC to perform any Access Road Work (as defined below), and Blackridge acknowledges that the New Access Property may be maintained as a gravel road subject only to the conditions set forth in paragraph 1(b) above.

(e) To the extent BGTC or any of the other BGTC Parties utilize the New Access Easement Property for access to or egress from the BGTC Property, then (i) BGTC shall at all times satisfy the Insurance Requirements set forth in Paragraph 3 below, and (ii) BGTC shall indemnify and hold Blackridge 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 Blackridge as a result of any injury or damage to persons or property (including, without limitation, any such injuries or damages to the person or property of any of the BGTC Parties), occurring in, on, or upon any portion of the New Access Easement Property caused by or resulting from any entry onto or use of the New Access Easement Property by any of the BGTC Parties.

(f) Blackridge will construct and maintain a gate on the New Access Easement Property providing controlled access to the New Access Easement Property in the approximate location shown on Exhibit B and provide to BGTC a key or other means of access through the gate.

2. **Improvement of New Access Easement Property and Blackridge Work.**

(a) Each of BGTC and Blackridge shall have the right, but not the obligation, at any time and from time to time, to improve the New Access Easement Property with a driveway or roadway which may consist of gravel, paving, curbing, gutters, and other

improvements (the "Access Road Work"), subject to the remaining terms and provisions of this paragraph 2.

(b) To the extent either party elects to undertake any Access Road Work on the New Access Easement Property, then the following terms and provisions shall be applicable:

(i) Prior to any entry onto any portion of the New Access Easement Property, such party shall satisfy the Insurance Requirements, as provided in Paragraph 3 below, and shall continue to satisfy the Insurance Requirements until the Access Road Work has been completed;

(ii) The Access Road Work shall be undertaken in a good and workmanlike manner and in accordance with all applicable governmental requirements, if any. The party undertaking such work (the "Constructing Party") shall be solely responsible for obtaining and maintaining all necessary approvals, licenses, and permits required to be obtained from any governmental authorities to undertake and complete the Access Road Work;

(iii) The Constructing Party shall be solely responsible for the payment of all costs and expenses relating to the Access Road Work. Any liens filed against or upon any portion of the New Access Easement Property or any other real property owned by the other party in connection with the performance of the Access Road Work shall be promptly removed or bonded over within thirty (30) days of the date of the filing of such lien;

(iv) The Constructing Party shall indemnify and hold the other party 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 such party as a result of (1) any injury or damage to persons or property, occurring in, on, or upon any portion of the New Access Easement Property caused by or resulting from the performance of the Access Road Work or any of its employees, agents, contractors, or subcontractors, (2) any violation of any governmental requirements, including fines and penalties resulting therefrom, resulting from any acts or omissions of the Constructing Party or any of its employees, agents, contractors, or subcontractors in performing the Access Road Work, and (3) any liens against the New Access Easement Property which are not promptly satisfied or removed as required by the terms and conditions of this Agreement; and

(v) Upon completion of the Access Road Work by the Constructing Party, the Constructing Party shall remove all machinery, equipment, construction materials, trash, rubbish, and debris of any nature placed, installed, erected, or maintained on any portion of the New Access Easement Property by the Constructing Party, its employees, agents, contractors, or subcontractors.

(c) Within sixty (60) days following the date hereof, Blackridge shall remove, or cause to be removed, the existing guy wire for the utility pole on the New Access Easement Property in the location shown on Exhibit B.

3. **Insurance Requirements.**

(a) To the extent BGTC or any of the other BGTC Parties utilize the New Access Easement Property, then BGTC shall obtain and maintain the following insurance at all times unless and until the New Access Easement Property is dedicated for public use: Commercial general liability insurance (including contractual liability insurance coverage regarding the indemnification obligations of the party undertaking such work as 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 One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and with not less than Two Million and No/100 Dollars (\$2,000,000.00) coverage in the aggregate.

(b) An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits for the commercial general liability insurance coverage. The insurance policies described above shall name Blackridge as an additional insured. All insurance to be maintained pursuant to this Paragraph 3 shall be issued by companies having a Best rating of A-, Class V or higher, shall be issued on the current ISO form and be written on an occurrence (and not claims made) basis. Certificates of insurance evidencing the foregoing coverages (and certificates evidencing the annual renewal of such policies) shall be delivered by BGTC to Blackridge prior to any entry onto the New Access Easement Property and thereafter on an annual basis. BGTC shall be responsible for the payment of all deductibles required by such insurance policies. The limits of insurance required by this Paragraph 3 shall not limit or release BGTC from any indemnification obligations hereunder.

4. **Default and Remedies.**

(a) The occurrence of any of the following shall constitute a default by either party (collectively, a "Default") under the terms and provisions of this Agreement:

(i) The failure of either party to timely obtain, maintain, and deliver to the other party evidence that the Insurance Requirements applicable to such party as set forth in Paragraph 3 above have been satisfied, which failure continues for more than thirty (30) days following written notice thereof from the other party; and

(ii) The failure of either party to timely perform any of its other obligations under this Agreement, which failure to perform continues for more than thirty (30) days following written notice thereof.

(b) Upon the occurrence of any Default by a party hereto, the non-defaulting party shall have the right, at its option, to exercise any and all rights and remedies available at law or in equity but not the right to terminate the easement granted hereunder.

(c) Any and all reasonable costs and expenses, including attorneys' fees and expenses, suffered, paid, or incurred by a non-defaulting party as a result of any Default by the other party shall be due and payable on demand by the defaulting party to the non-defaulting party.

5. Miscellaneous Provisions

(a) This Agreement may not be modified, amended, or terminated except by a written instrument executed by the then owners of the New Access Easement Property and the BGTC Property.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

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

(g) 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 Blackridge: Blackridge Partners, LLC
3545 Market Street
Hoover, Alabama 35226
Attention: Jonathan Belcher, President
Fax: (205) 989-5588
Email: jbelcher@e-signaturehomes.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@bradley.com

If to BGTC: Brock's Gap Training Center, Inc.
3721 South Shades Crest Road
Birmingham, Alabama 35244
Attention: Robbie Nichols
Email: rjn1419@gmail.com

With a copy to: Baker Donelson, Bearman, Caldwell & Berkowitz, PC
Wells Fargo Tower
420 20th Street North, Suite 1400
Attention: Denise Killebrew
Fax: (205) 488-3720
Email: dkillebrew@bakerdonelson.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.

(h) Time is of the essence in the payment and performance of all obligations of each party to this Agreement.

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

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

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

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

(m) WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH ACKNOWLEDGE AND AGREE THAT EACH DOES HEREBY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED TO OR INCIDENTAL TO THE RELATIONSHIP OF THE PARTIES ESTABLISHED BY THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY HERETO AGREES THAT THE OTHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF THE PARTIES HERETO IRREVOCABLY TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN ANY OF THE PARTIES HERETO SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(n) Blackridge and BGTC, 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.

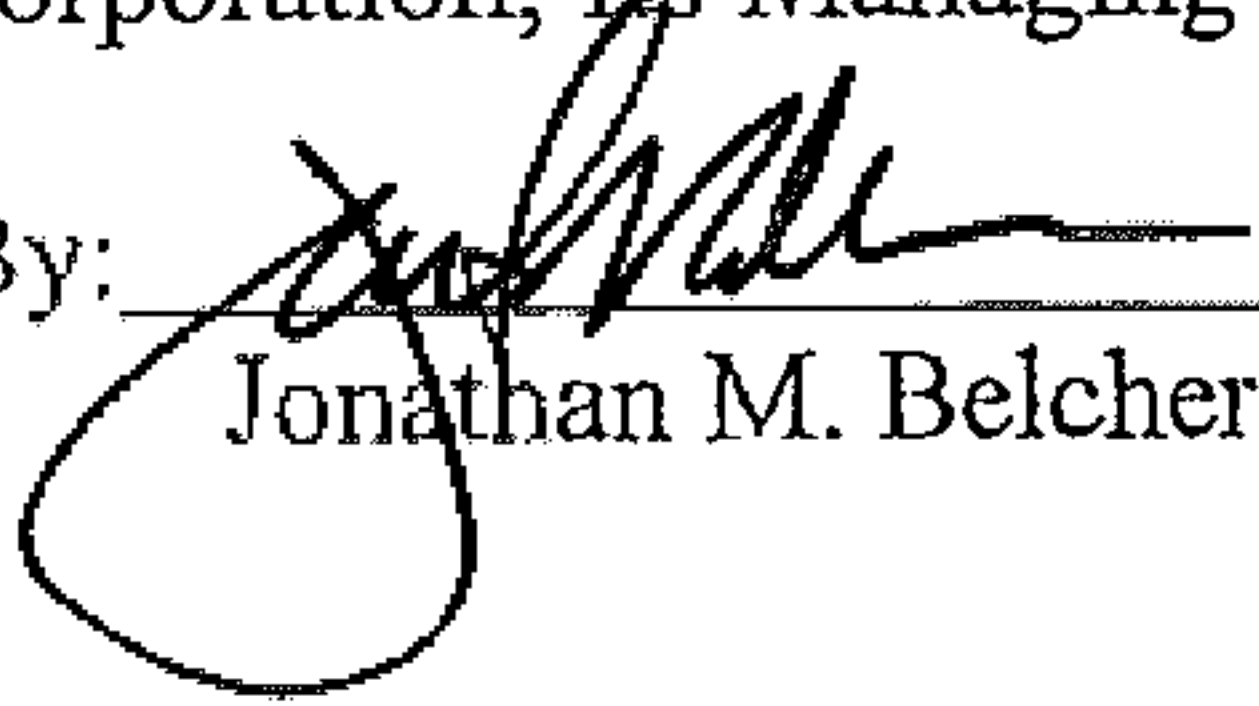
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[Signature Page(s) Follow]

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

BLACKRIDGE PARTNERS, LLC, an Alabama
limited liability company

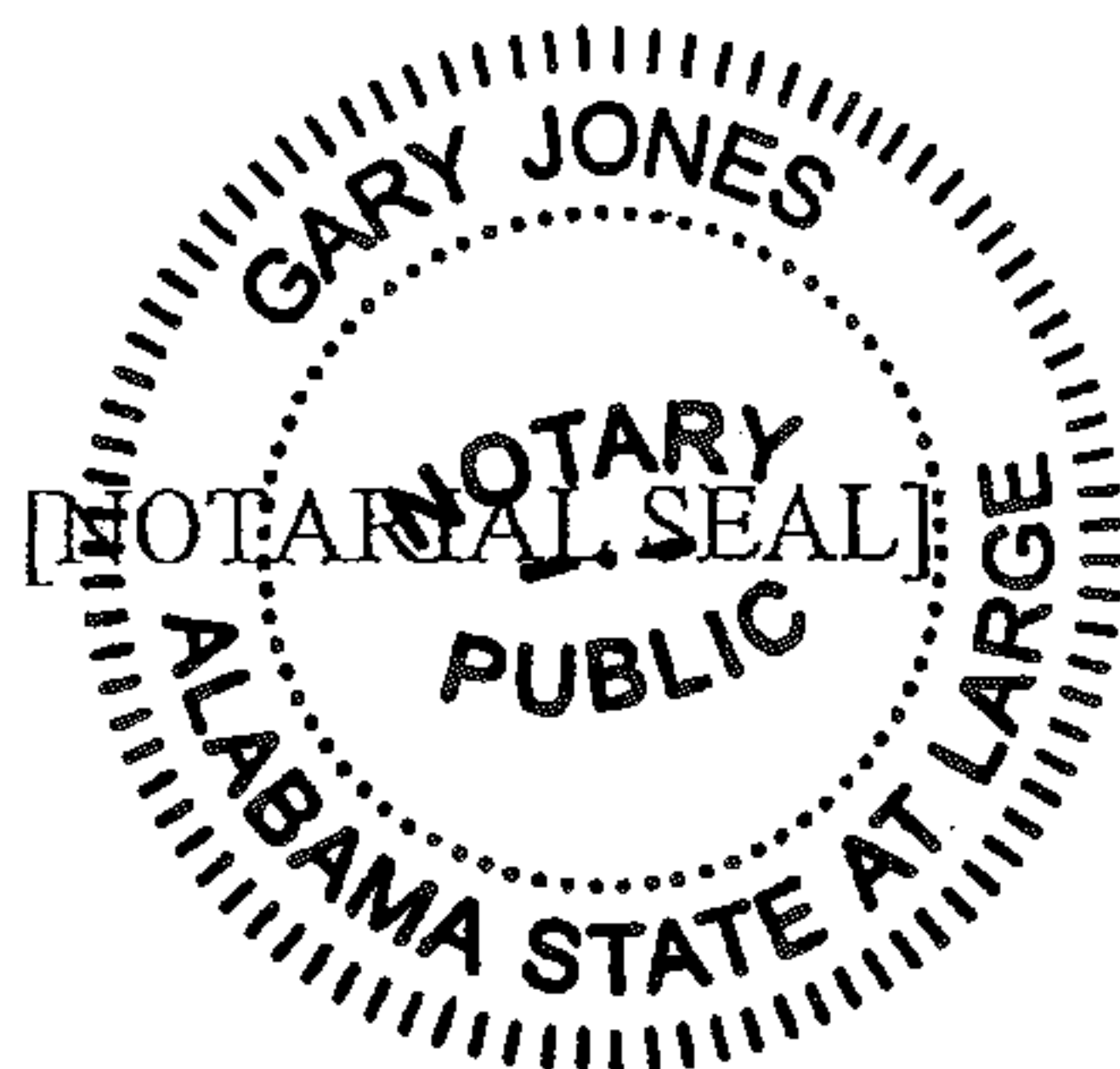
By: SB HOLDING CORP., an Alabama
corporation, Its Managing Member

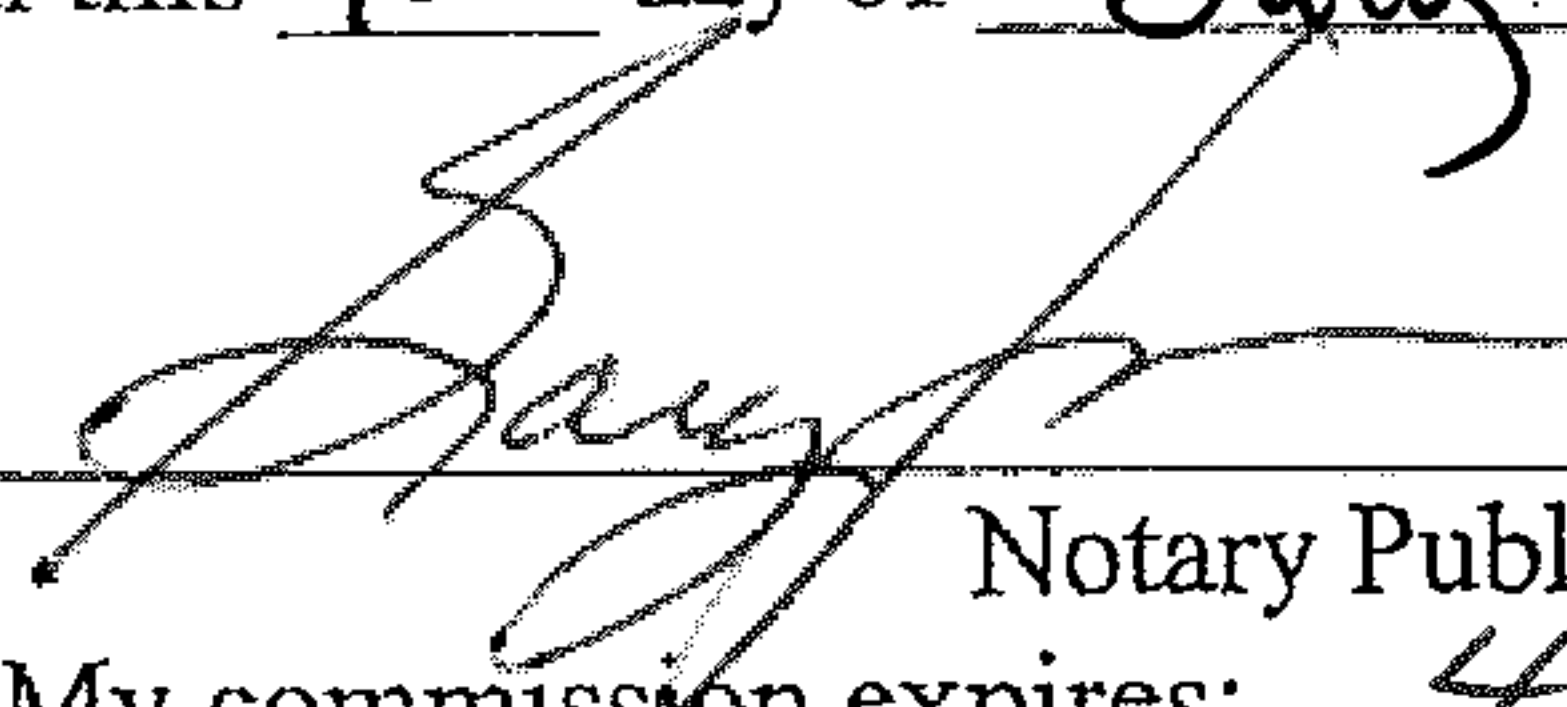
By: 
Jonathan M. Belcher, Its President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that
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 10th day of July, 2018.




Notary Public
My commission expires: 4-5-2020

GARY JONES
NOTARY PUBLIC, STATE OF ALABAMA
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
APRIL 05, 2020

BROCK'S GAP TRAINING CENTER, INC.,
an Alabama corporation

B *Robert J. Nichols, Jr.* y :

Printed Robert J. Nichols, Jr. Name :

T i t l e :

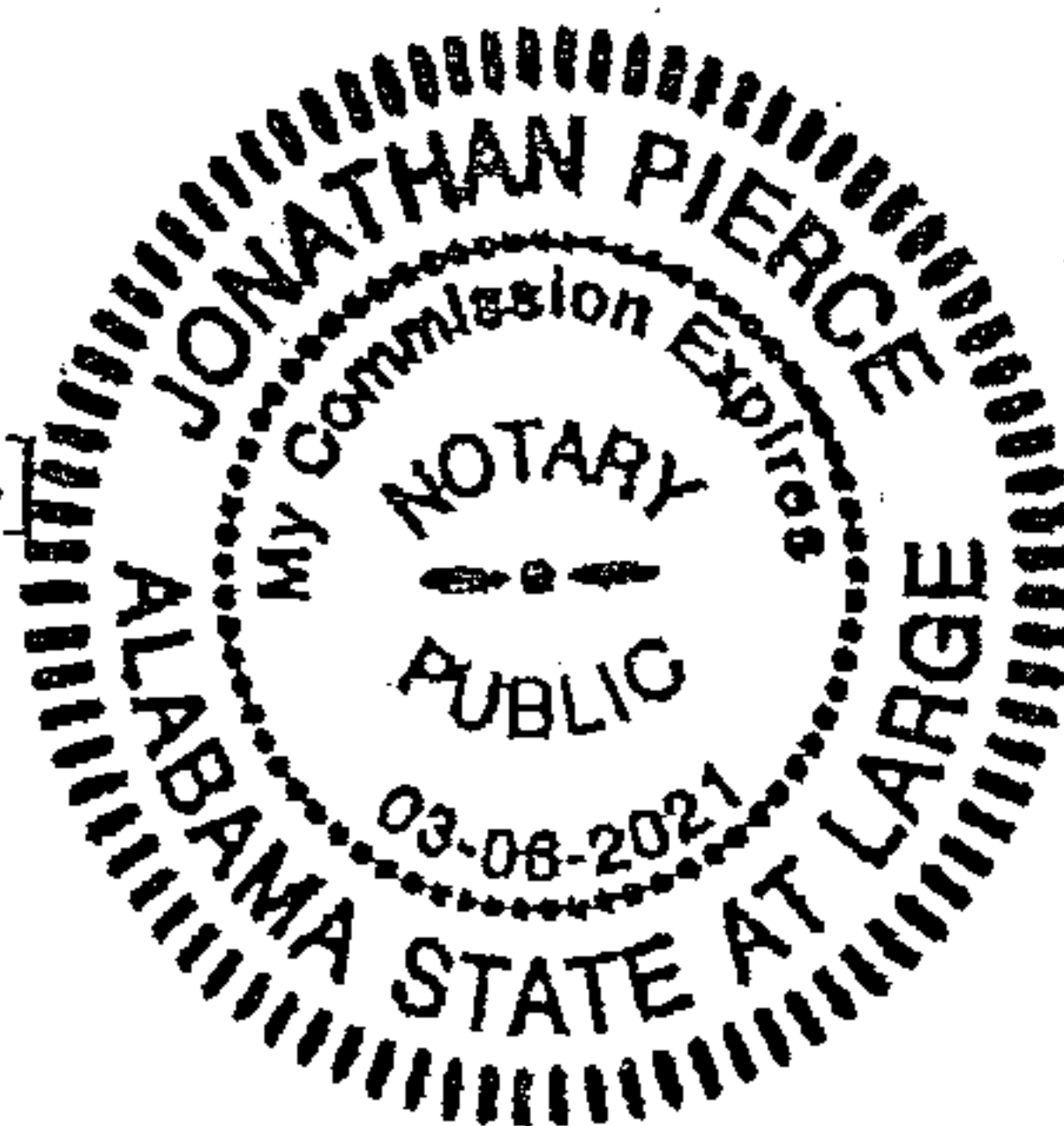
Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county, in said state, hereby certify that Robert J. Nichols Jr, whose name as vice president of **BROCK'S GAP TRAINING CENTER, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5 day of July, 2018.

[NOTARIAL SEAL]



[Signature]
Notary Public
My commission expires: 03-06-2021

Prepared by:
Denise W. Killebrew
Baker Donelson Bearman Caldwell & Berkowitz PC
420 20th Street North, Suite 1400
Birmingham, Alabama 35203

[Signature Page]

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EXHIBIT A

Legal Description of BGTC Property

LEGAL DESCRIPTION:

Parcel I:

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

Begin at a 2" capped pipe marking the accepted location of the Southwest corner of the Northwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in an Easterly direction along the accepted South line of said quarter-quarter section for 366.99 feet; thence turn an interior angle of 119 degrees 09 minutes 37 seconds and run to the left in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 182 degrees 05 minutes 15 seconds and run to the right in a Northeasterly direction for 469.01 feet; thence turn an interior angle of 176 degrees 49 minutes 03 seconds and run to the left in a Northeasterly direction for 268.31 feet; thence turn an interior angle of 207 degrees 28 minutes 27 seconds and run to the right in a Northeasterly direction for 316.42 feet to the Northeast corner of said quarter-quarter section; thence turn an interior angle of 122 degrees 33 minutes 43 seconds and run to the left in a Northerly direction along the accepted East line of the Southwest quarter of the Northeast quarter of said Section 5 for 110.00 feet; thence turn an interior angle of 142 degrees 35 minutes 19 seconds and run to the left in a Northwesterly direction for 1567.19 feet to a point on the North line of the Southwest quarter of the Northeast quarter of said Section 5; thence turn an interior angle of 129 degrees 24 minutes 50 seconds and run to the left in a Westerly direction along said North line and along the accepted North line of the Southeast quarter of the Northwest quarter of said Section 5 for 608.48 feet to the centerline of a 100 foot CSX Transportation railroad right of way; thence turn an interior angle of 118 degrees 49 minutes 18 seconds and run to the left in a Southwesterly direction along said centerline for 3015.37 feet to a point on the accepted South line of the Northwest quarter of the Southwest quarter of said Section 5; thence turn an interior angle of 61 degrees 14 minutes 31 seconds and run to the left in an Easterly direction along said South line and along the accepted South line of the Northeast quarter of the Southwest quarter of said Section 5 for 1780.79 feet to the point of beginning.

Together with:

Easement "A"

An easement running along an existing road, said road extending from the Easterly line of the subject property to the North line of the Northeast quarter of the Northwest quarter of said Section 5 and being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 370.00 feet; thence deflect 50 degrees 35 minutes 10 seconds and run to the right in a Southeasterly direction for 424.08 feet to the point of beginning of the herein described centerline; thence deflect 116 degrees 19 minutes 13 seconds and run to the left in a Northeasterly direction along the centerline of an existing paved road for 78.51 feet; thence deflect 60 degrees 00 minutes 00 seconds and run to the left in a Northwesterly direction along said centerline for 518.67 feet; thence run along the arc of a curve to the right having a central angle of 15 degrees 32 minutes 53 seconds and a radius of 1000.00 feet in a Northwesterly direction along said centerline for 271.36 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 846.96 feet; thence run along the arc of a curve to the right having a central angle of 8 degrees 17 minutes 08 seconds and a radius of 925.0 feet in a Northwesterly to Northerly direction along said centerline for 133.76 feet to a point on the North line of the Northeast quarter of the Northwest quarter of said Section 5, $\frac{3}{4}$ $\frac{1}{4}$ section and being the end of the herein described centerline.

Easement "B"

An easement running along an existing road, said road extending from the Westerly line of Southwest quarter of the Southeast quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama, Bessemer Division to the Southerly right of way of South Shades Crest Road and being more particularly described as follows:

Commence at the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 32 and run in a Southerly direction along the West line of said $\frac{1}{4}$ $\frac{1}{4}$ section for 307.11 feet to the point of beginning of the herein described centerline; thence deflect 174 degrees 06 minutes 05 seconds and run to the left in a Northerly direction along said centerline for 291.75 feet; thence run along the arc of a curve to the left having a central angle of 20 degrees 59 minutes 23 seconds and a radius of 400.00 feet in a Northerly direction along said centerline for 146.54 feet; thence run tangent to the last described curve in a Northwesterly direction along said centerline for 694.0 feet, more or less, to the Southerly right of way of South Shades Crest Road and the end of the herein described centerline.

Parcel II:

Commence at a 3" capped pipe marking the accepted location of the Northeast corner of the Southeast quarter of the Southwest quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in a Southerly direction along the accepted East line of said quarter quarter section for 395.14 feet to the point of beginning of the herein described parcel; thence continue in a Southerly direction along last described course and along said East line for 522.90 feet; thence turn an interior angle of 88 degrees 33 minutes 49 seconds and run to the right in a Westerly direction for 149.31 feet to the Easterly line of a CSX Transportation railroad right of way; thence turn an interior angle of 94 degrees 45 minutes 08 seconds to the tangent of a curve to the right having a central angle of 14 degrees 55 minutes 00 seconds and a radius of 1447.52 feet and run to the right along the arc of said curve and along said right of way in a Northerly direction for 376.86 feet; thence run tangent to said curve in a Northerly direction along said right of way for 149.54 feet; thence turn an interior angle of 99 degrees 59 minutes 56 seconds and run to the right in an Easterly direction for 93.74 feet to the point of beginning.

Parcel III:

A portion of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19 South, Range 3 West lying South and adjacent to the North $\frac{1}{4}$ $\frac{1}{4}$ section line, East of the Seaboard Coastline Railroad and West and adjacent to the East line of the $\frac{1}{4}$ $\frac{1}{4}$ section.

Being also described by the Jefferson County Tax Records as: Beginning at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 19, Range 5 West, run West 15 feet, thence Southerly 390 feet, thence East 70 feet, thence North 390 feet.

And being more particularly described as follows:

Begin at a 3" capped pipe marking the accepted location of the Northeast corner of the Southeast quarter of the Southwest quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in a Southerly direction along the accepted East line of said quarter-quarter section for 395.14 feet; thence turn an interior angle of 88 degrees 34 minutes 52 seconds and run to the right in a Westerly direction for 93.74 feet to the Easterly direction for 93.74 feet to the Easterly line of a CSX Transportation railroad right of way; thence run an interior angle of 80 degrees 00 minutes 04 seconds and run to the right in a Northerly direction along said right of way for 97.86 feet to a point of curvature; thence run along the arc of a curve to the left having a central angle of 10 degrees 41 minutes 57 seconds and a radius of 1607.57 feet in a Northerly direction along said right of way for 300.19 feet to the North line of said quarter-quarter section; thence turn an interior angle of 89 degrees 08 minutes 17 seconds from the tangent of last described curve and run to the right in an Easterly direction along said North line for 42.67 feet to the point of beginning.

Parcel IV:

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ known as Parcel ID No. 39-00-32-3-000-002.003, situated in Jefferson County, Alabama.

Parcel V:

Begin at a cut cross on a rock marking the accepted location of the Southeast corner of the Southeast quarter of the Southwest quarter of Section 32, Township 19 South, Range 3 West, Jefferson County, Alabama; thence run in a Westerly direction along the accepted South line of said quarter-quarter section for 74.61 feet to the Easterly line of a CSX Transportation railroad right of way; thence turn an interior angle of 105 degrees 13 minutes 21 seconds and run to the right in a Northerly direction along said right of way for 149.72 feet to a point of a curvature; thence run along the arc of a curve to the right having a central angle of 10 degrees 17 minutes 13 seconds and a radius of 1447.52 feet in a Northerly direction along said right of way 259.89 feet; thence turn an interior angle of 85 degrees 03 minutes 52 seconds from the tangent of the last described curve and run to the right in an Easterly direction for 149.31 feet to the accepted East line of said quarter-quarter section; thence turn an interior angle of 91 degrees 26 minutes 11 seconds and run to the right in a Southerly direction along said East line for 400.13 feet to the point of beginning.

EXHIBIT B

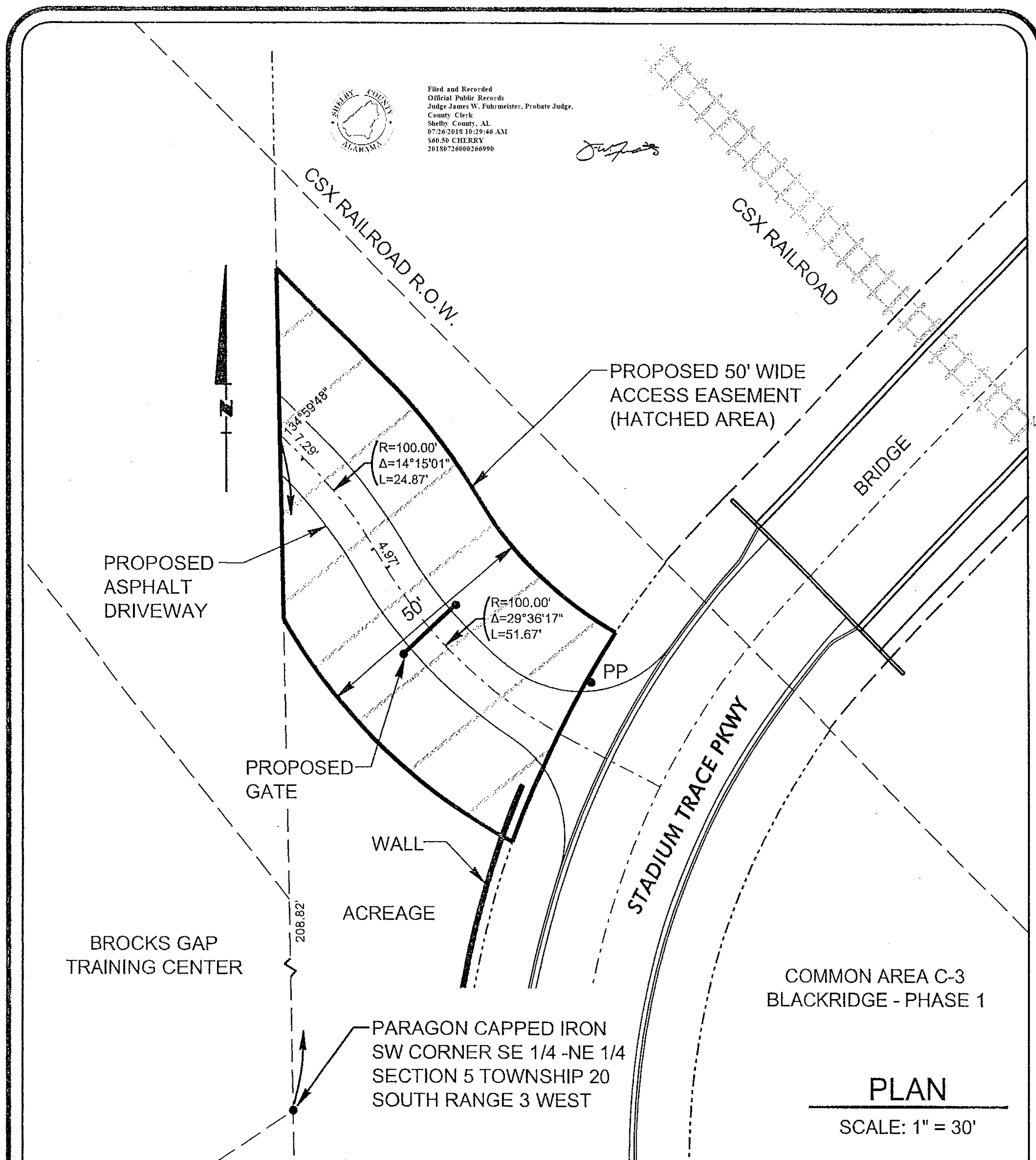
**Legal Description of New Access Easement Property and
Drawing Reflecting Locations of Access Easement Property and Gate**

Legal Description

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

Commence at Paragon capped iron that is locally accepted as the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 20 South, Range 3 West and run in a Northerly direction along the West line of said 1/4 - 1/4 section for a distance of 208.82 feet to the POINT OF BEGINNING of the centerline of a 50 foot wide access easement that is bounded on the Western boundary by the West line of said 1/4 - 1/4 section; thence turn a deflection angle of 134°59'48" to the right and run in a Southeasterly direction for a distance of 7.29 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 14°15'01"; thence run in a Southeasterly direction, along the arc of said curve, for a distance of 24.87 feet; thence run tangent from said curve for a distance of 4.97 feet to the point of curvature of a curve to the left having a radius of 100.00 feet and a central angle of 29°36'17"; thence run in a Southeasterly direction, along the arc of said curve, for a distance of 51.67 feet to the Northwestern right-of-way boundary of Stadium Trace Parkway as shown on the plat of Blackridge Phase 1A as recorded in Map Book 48, Page 83A in the Office of the Judge of Probate of Shelby County, Alabama, said right-of-way boundary being the Southeast boundary of the easement herein describe, and the POINT OF ENDING of this described centerline.

Said parcel containing 0.10 acres, more or less.



Alabama Engineering Company, Inc.
 1214 Alford Avenue, Suite 200
 Hoover, Alabama 35226
 Phone (205) 803-2161
 Fax (205) 803-2162

Access Easement
 Exhibit
 Blackridge Partners, LLC
 6/28/2018