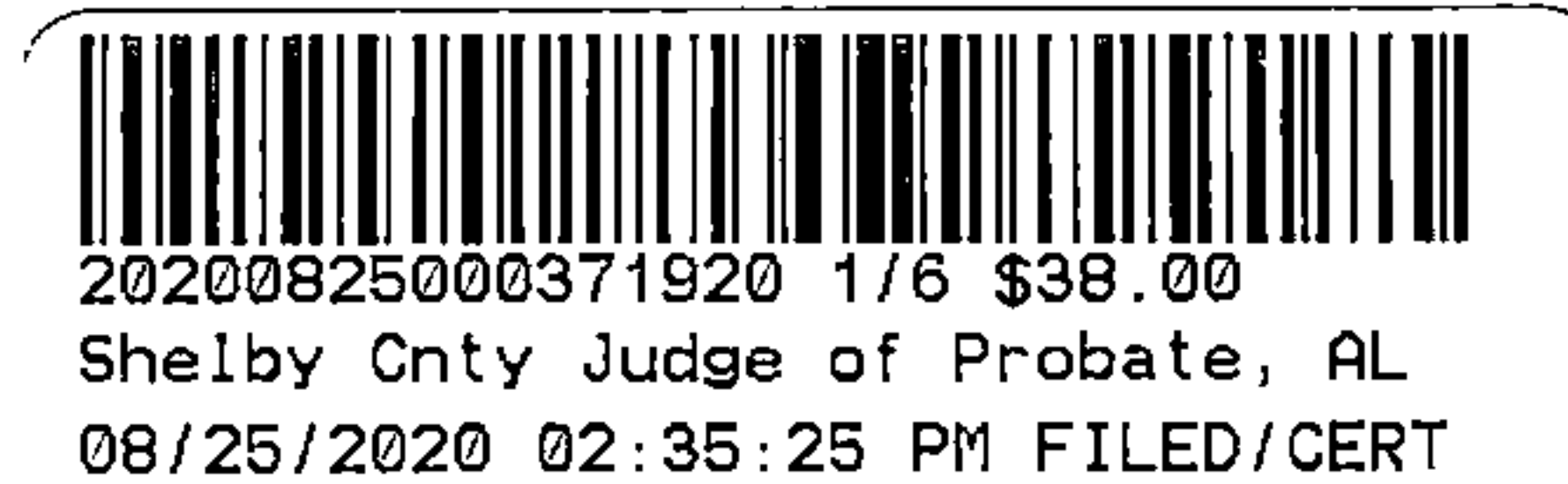


This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Assistant General Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202



DEED OF TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT DEED, made this 25th day of August, 2020, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, whose mailing address is 3545 Market Street, Hoover, AL 35226, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

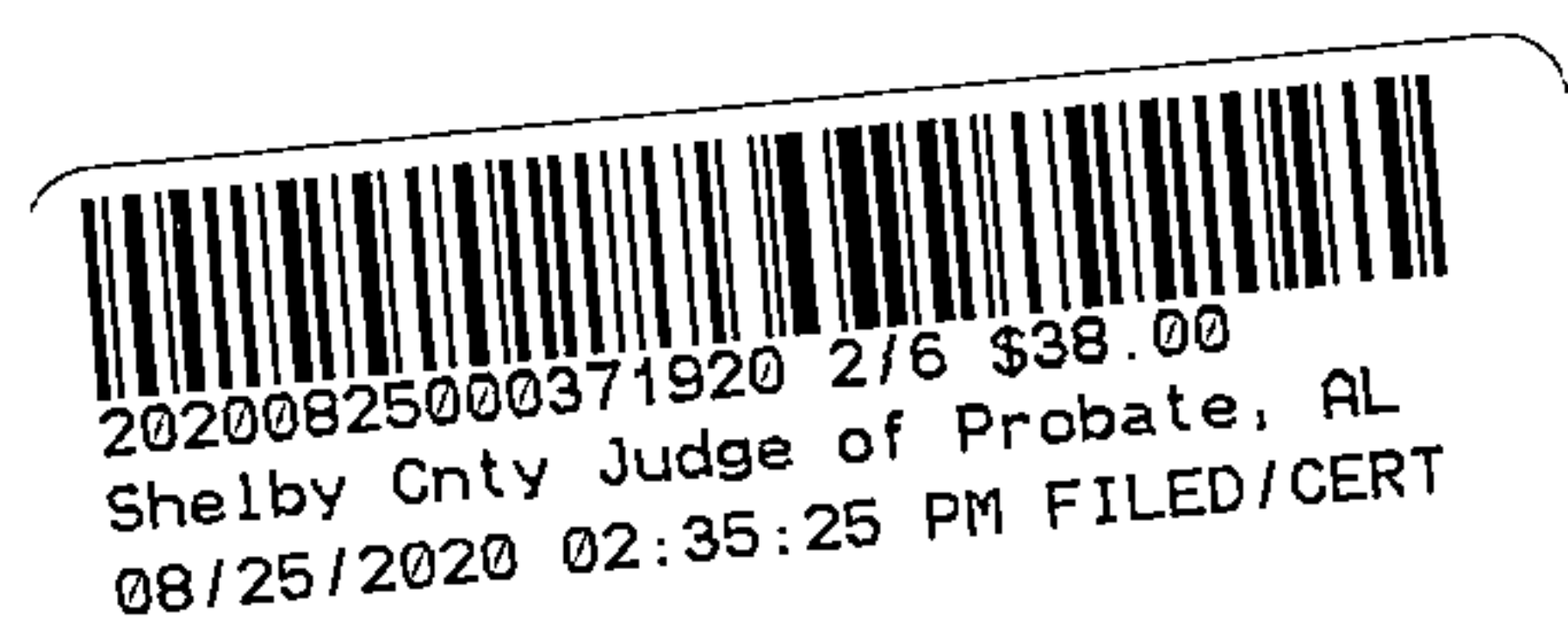
THAT, for and in consideration of payment of the sum of TEN AND NO/100 DOLLARS (\$10.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, (a) non-exclusive temporary access easements, on, over or across Grantor's property at Hoover, County of Shelby, State of Alabama, hereinafter designated "the Easement(s)", which Easement(s) is/are more particularly described in Exhibit A, attached hereto and incorporated herein, for the purpose of use during the construction of improvements to CR 269/Elvira Road proposed grade separation over CSXT; DOT# 938405W, MP ANJ 964.29. The term of this temporary access shall expire at the completion of the improvement project or three (3) years from date hereof, whichever first occurs.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement(s) is/are imposed for any and all railroad purposes consistent with Grantor's operations and needs, including but not limited to the placement, repair, relocation and removal of fiber optic cable, and the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's tracks and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement(s).

TO HAVE AND TO HOLD the Easement(s) and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement(s), and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

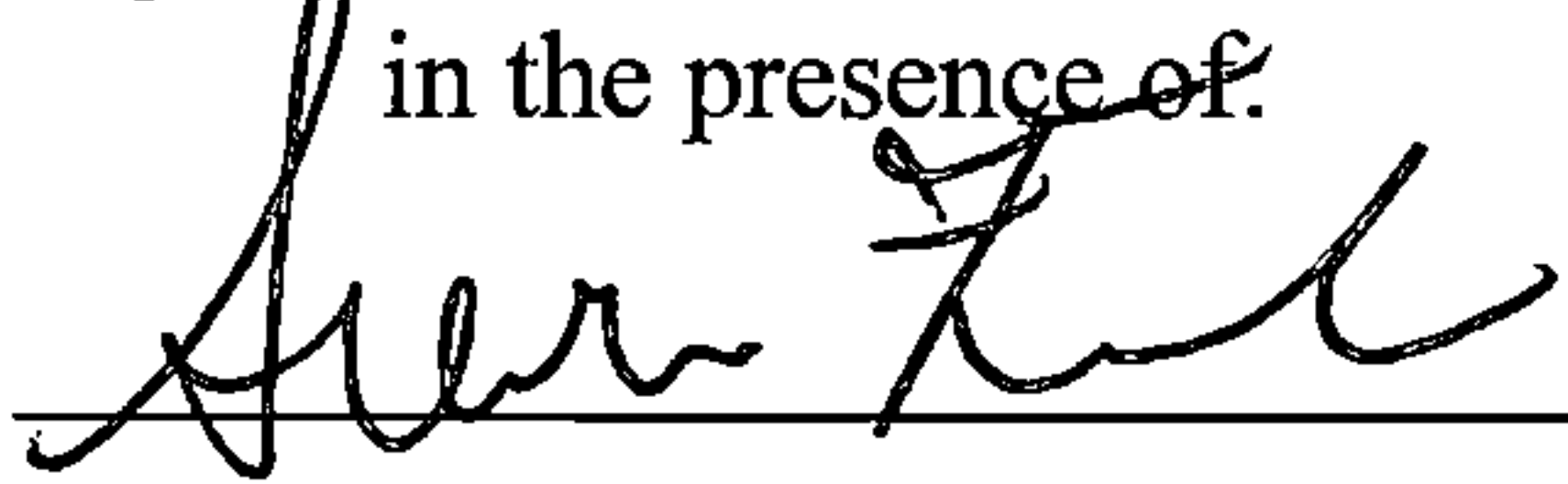
1. Said bridge, highway or roadway shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions of that certain Agreement made between CSX Transportation, Inc. and City of Hoover, Alabama, and Blackridge Partners, LLC, dated March 19, 2020, and the Plans for the said improvements, which Agreement and Plans are on file in the respective offices of said parties; and the provisions of said Agreement shall survive delivery of this deed.
2. Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto, to prevent runoff and other surface waters collected on the Easement(s) from flowing over Grantor's tracks and adjacent properties.
3. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement(s), or otherwise damage the same in any way.
4. Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.
5. All road or highway structures shall be constructed, erected and maintained by Grantee, in, on or over the Easement(s) to provide for a minimum vertical clearance of twenty-three (23) feet (from top of existing rail) and minimum lateral clearance of eighteen (18) feet (from center line of existing tracks).
6. If, at any time, the Easement(s) herein granted, or any part thereof, shall no longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

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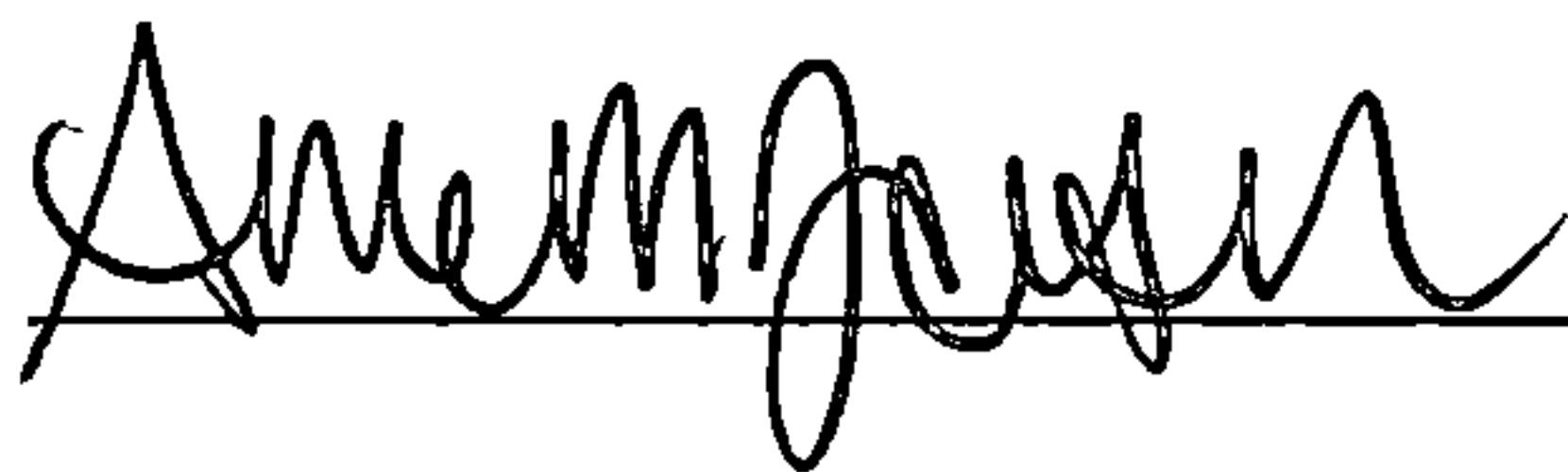
IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

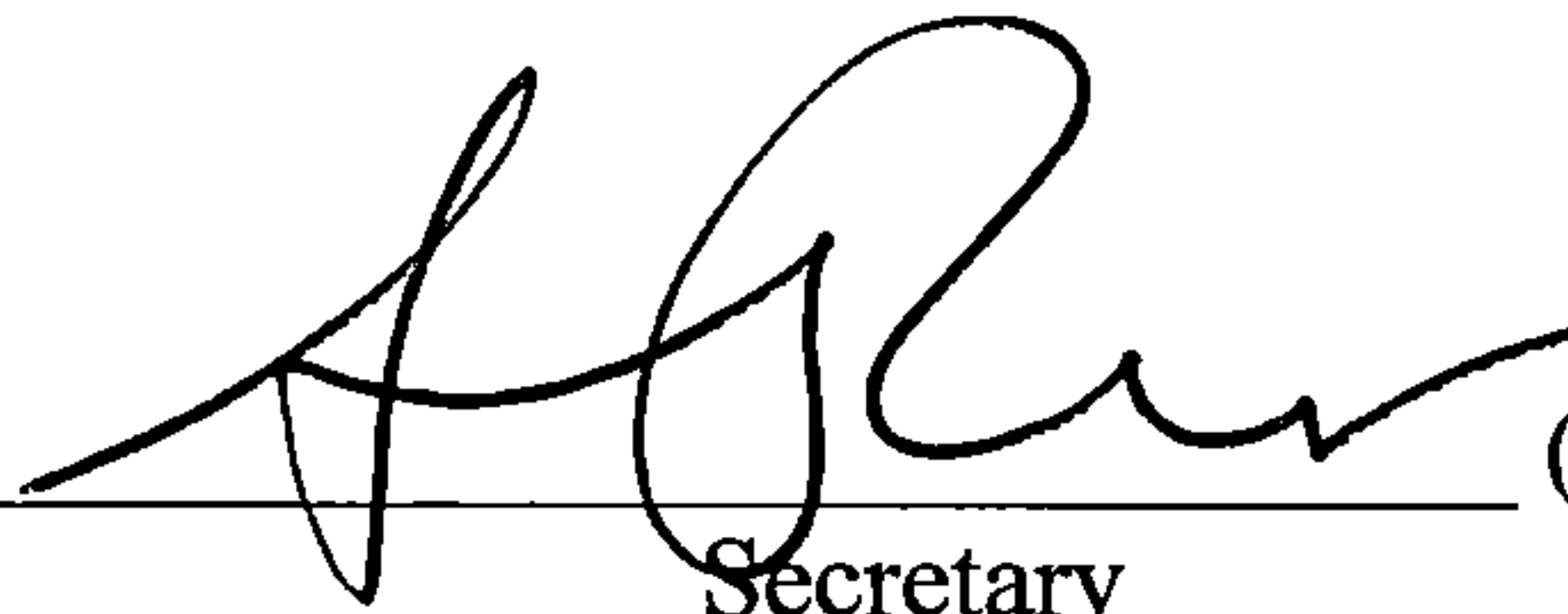
Signed, sealed and delivered
in the presence of:

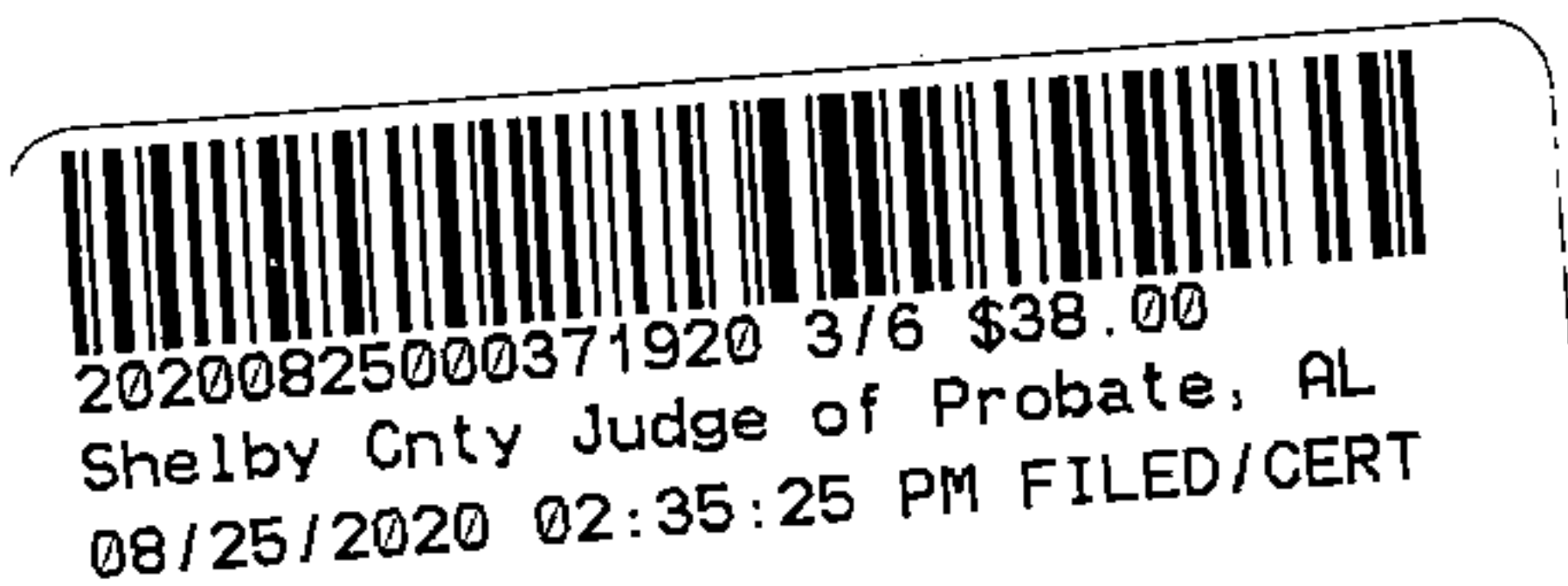
_____

CSX TRANSPORTATION, INC.:

By: _____
Print Name: Adam J. Smith
Print Title: Head of Real Estate

_____

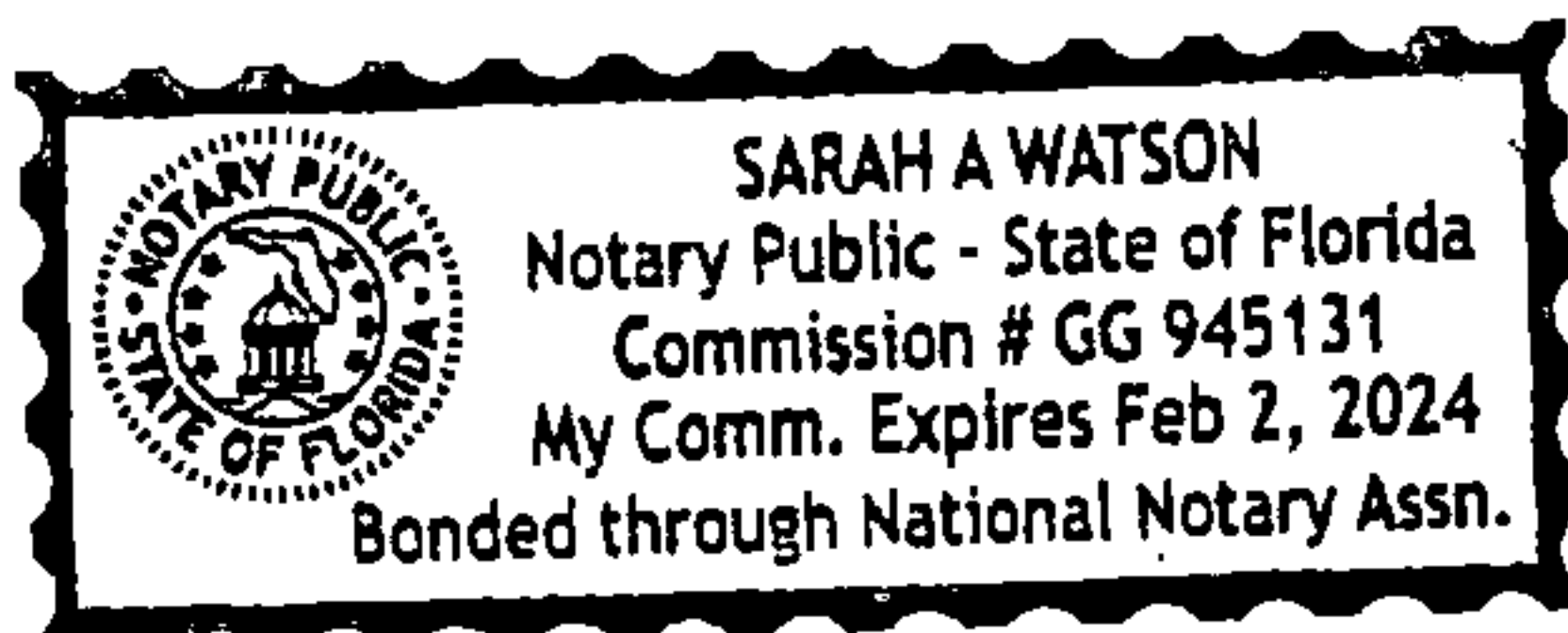
Attest  (SEAL)
Secretary
Print Name: Steven Armbrust
Assistant Corporate Secretary



STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, SARAH A. WATSON, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Adam J. Smith (X) to me known, and/or () proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me by means of (X) physical presence or () online notarization first duly sworn, did make oath, acknowledge and say that: he is Head of Real Estate of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 10th day of JULY, 2020.



[Signature] (SEAL)

Notary Public

Print Name: SARAH A. WATSON

My commission expires on: 2-2-2024

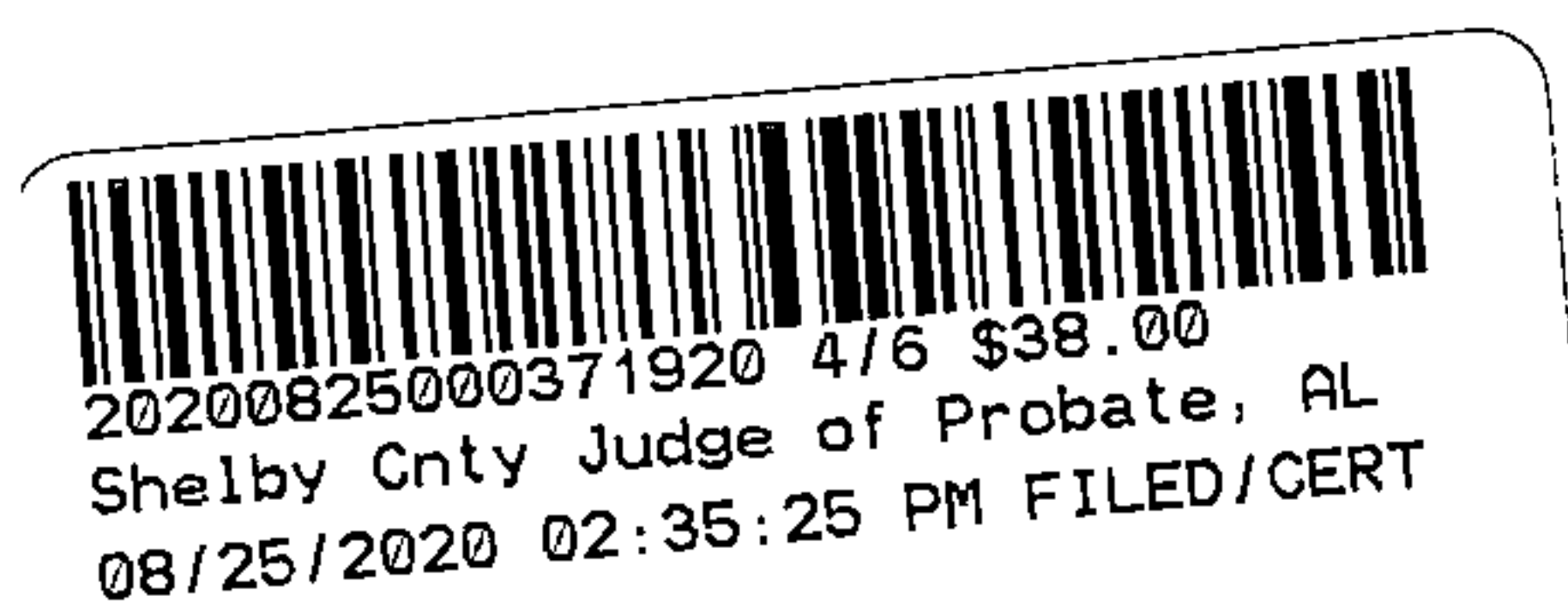


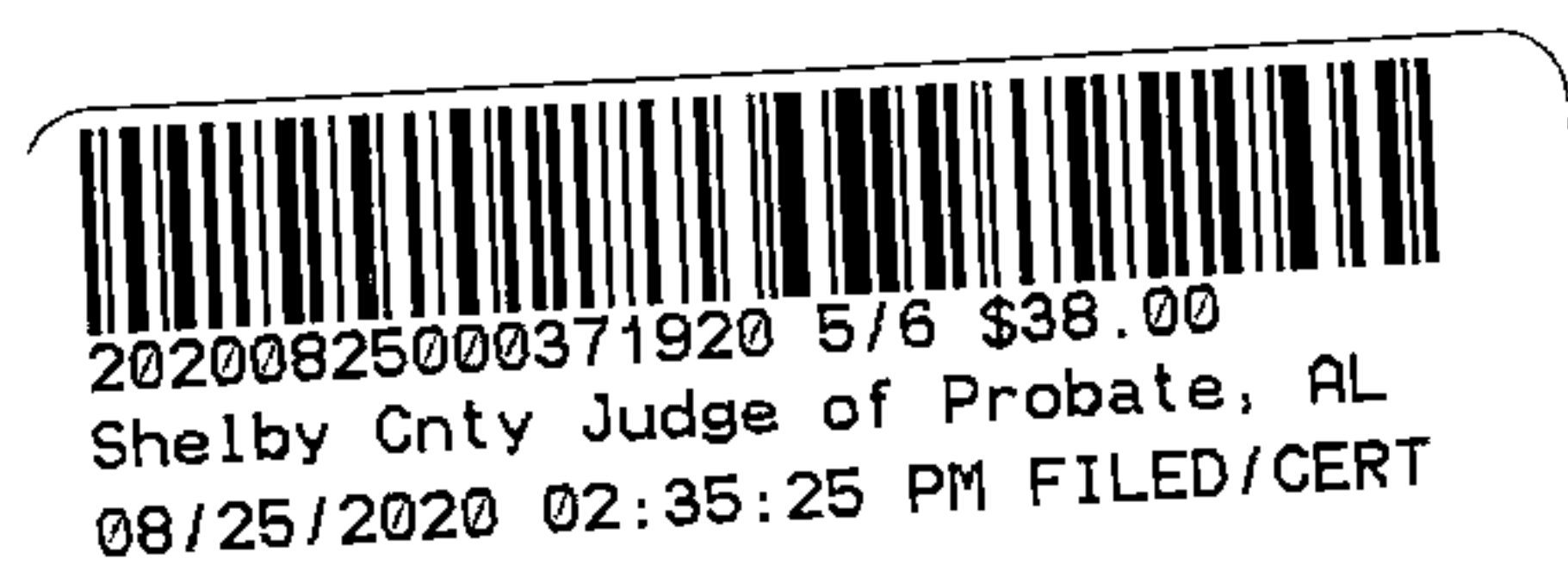
EXHIBIT A

Description of Easement at: Shelby County, Hoover, Alabama

To: City of Hoover

CSXT Deed File No.: 2020-1562

LEGAL DESCRIPTIONS



Temporary Construction "A" Easement

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southwest corner of said 1/4-1/4 section and run in a Northerly direction along the West line of said 1/4-1/4 section for a distance of 600.82 feet; thence leaving said West line turn an angle of 90°00'00" to the right and run in a Easterly direction for a distance of 689.76 feet to a point on the Westerly CSX rail road right of way and the POINT OF BEGINNING; thence turn an angle of 72°53'50" to the left (angle measured to tangent) and run in a Northeasterly direction for 189.11 feet along said rail road right of way; thence turn an angle of 90°00'00" to the left and run in a Northwesterly direction for a distance of 50.00 feet; thence turn an angle of 90°00'00" to the right and run in a Northeasterly direction for a distance of 154.97 feet along said rail road right of way; thence turn an angle of 90°16'40" to the right (angle measured from tangent) and run in a Southeasterly direction for a distance of 110.71 feet; thence turn an angle of 90°00'00" to the right and run in a Southwesterly direction for a distance of 344.08 feet; thence turn an angle of 90°00'00" to the right and run in a Northwesterly direction for a distance of 59.98 feet to the POINT OF BEGINNING.

Said parcel containing 28416 sq. ft., more or less.

Temporary Construction "B" Easement

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southwest corner of said 1/4-1/4 section and run in a Northerly direction along the West line of said 1/4-1/4 section for a distance of 820.27 feet; thence leaving said West line turn an angle of 90°00'00" to the right and run in a Easterly direction for a distance of 915.17 feet to a point on the Easterly CSX rail road right of way and the POINT OF BEGINNING; thence turn an angle of 107°03'20" to the right (angle measured to tangent) and run in a Southwesterly direction for 286.05 feet along said rail road right of way; thence turn an angle of 90°25'35" to the right (angle measured from tangent) and run in a Northwesterly direction for a distance of 59.07 feet; thence turn an angle of 90°00'00" to the right and run in a Northeasterly direction for a distance of 286.05 feet; thence turn an angle of 90°00'00" to the right and run in a Southeasterly direction for a distance of 58.93 feet to the POINT OF BEGINNING.

Said parcel containing 16877 sq. ft., more or less.

