

This document prepared by and upon  
recording return to:

Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, Georgia 30349  
Attn: Real Estate - Property Management

Please cross-index to:  
Volume 234, Page 144  
Shelby County, Alabama real property records  
and  
Volume 235, Page 837  
Shelby County, Alabama real property records

**AGREEMENT REGARDING RESERVED EASEMENT**  
(Inverness FSU (0812))

THIS AGREEMENT REGARDING RESERVED EASEMENT (this "**Agreement**") is made and entered into as of the 18th day of January \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between Shops at River Ridge LLC, an Alabama limited liability company ("**Grantor**") and Chick-fil-A, Inc., a Georgia corporation ("**CFA**") (Grantor and CFA are from time to time referred to herein each as a "**Party**" and collectively as the "**Parties**").

**RECITALS:**

A. Grantor is the current fee simple owner of that certain parcel of land located in the City of Birmingham, Shelby County, Alabama, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Grantor Parcel**");

B. CFA is the current fee simple owner of that certain parcel of land located in the City of Birmingham, Shelby County, Alabama, adjacent to the Grantor Parcel on its southern boundary, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "**CFA Parcel**");

C. CFA acquired fee simple title to the CFA Parcel by virtue of that certain Statutory Warranty Deed by Key Royal Automotive Company, a Delaware corporation, as grantor ("**Seller**"), and CFA, as grantee, dated April 7, 1989, recorded on April 11, 1989, in Volume 234, Page 144 of the Shelby County, Alabama Real Property Records, and re-recorded on April 26, 1989, in Volume 235, Page 837 of aforesaid records (the "**Vesting Deed**");

D. The Vesting Deed included a section labeled as "**The Reserved Easement**", in which Seller reserved a non-exclusive, permanent easement over and across a portion of the CFA Parcel which was designated as the "30' Ingress/Egress Easement" (the "**Reserved Easement Area**") as shown on the plat of Key Pointe Subdivision recorded in Map Book 160, Page 36, in the Probate Office of Jefferson County, Alabama, and re-recorded in Map Book 13, Page 61, in the Probate Office of Shelby County, Alabama, said easement for the purposes of (i) pedestrian access, ingress and egress, (ii) one-way vehicular access in

a northwesterly direction, and (iii) constructing, installing, using, maintaining, repairing and replacing underground utility lines, wires, pipes, conduits and drains to serve the Key Pointe Subdivision (collectively, the "**Reserved Easement**");

E. As part of CFA's intended redevelopment of the CFA Parcel, CFA has made changes to accommodate said redevelopment, including the alteration of one or more curb cuts, driveways, paved surfaces, landscaped areas and traffic flow patterns located within the Reserved Easement Area as depicted on Exhibit "C" hereof (collectively, the "**Modifications**");

F. Grantor hereby approves such Modifications, subject to and in accordance with the terms and conditions hereinafter set forth; and

G. Grantor, as the current fee simple owner of the Grantor Parcel, further desires to agree to forbear its rights to the Reserved Easement, insofar as the Reserved Easement relates to the pedestrian access, ingress and egress easement and vehicular access easement granted in the Vesting Deed, subject to and in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) in hand paid, the mutual promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties, intending to be bound, hereby agree as follows:

1. **Forbearance of Rights to Reserved Easement.** Grantor hereby agrees to forbear its rights to use the Reserved Easement, insofar as the Reserved Easement relates to the pedestrian access, ingress and egress easement and vehicular access easement granted in the Vesting Deed to the extent the Modifications are located in the Reserved Easement Area, and such forbearance shall terminate, if ever, upon the occurrence of the completion of the Restoration Work as set forth below. Notwithstanding the foregoing, CFA acknowledges that the Reserved Easement shall continue to exist (i) with respect to the portion of the Reserved Easement that does not include the Modifications, and (ii) insofar as the Reserved Easement relates to the rights of Grantor to construct, install, use, maintain, repair and replace underground utility lines, wires, pipes, conduits and drains to serve the Key Pointe Subdivision (including but not limited to the Grantor Parcel).

2. **Restoration of the Modifications.** Beginning on the date that is three (3) years following the Effective Date, Grantor shall have the right to request in writing that CFA, at CFA's sole cost, restore the Reserved Easement Area to essentially the same condition that existed prior to CFA's commencement of the Modifications (the "**Restoration Work**"), and CFA shall use good faith, commercially reasonable efforts to cause such Restoration Work to be completed no later than one (1) year following the date that CFA receives such written request from Grantor, subject to force majeure (the "**Required Completion Date**"). The Restoration Work is generally depicted on Exhibit "D" hereto. Following the completion of the Restoration Work in accordance with Exhibit "D", this Agreement (including but not limited to Grantor's agreement to forbear hereunder) shall automatically terminate. Notwithstanding anything contained herein to the contrary, CFA shall have the right, at any time following the Effective Date, to perform the Restoration Work, and upon completion of the Restoration Work, such completion to be determined in the reasonable discretion of Grantor, this Agreement (including but not limited to Grantor's agreement to forbear hereunder) shall automatically terminate.

3. Self-help. In addition to all other remedies available at law or in equity, upon the failure of CFA to complete the Restoration Work on or before the Required Completion Date and in the event CFA does not cure such failure within thirty (30) days after written notice from Grantor, Grantor shall have the right at any time thereafter prior to the completion of the Restoration Work to complete the Restoration Work in accordance with Exhibit "D" attached hereto, and CFA shall reimburse and pay to Grantor promptly upon demand all costs and expenses incurred by Grantor in connection with the completion of the Restoration Work, plus an administrative fee equal to ten percent (10%) of all such costs and expenses incurred by Grantor in connection with the completion of the Restoration Work.

4. Plan Approval. Grantor acknowledges that all plan approval rights with respect to the Modifications within the Reserved Easement Area, if any, held by Grantor under any other document have been satisfied, and Grantor likewise acknowledges its approval of the Modifications.

5. No Additional Rights. This Agreement is not intended, and shall not be construed, to create any right or privileges, either express or implied, in favor of CFA with respect to the Grantor Parcel.

6. Notice. All notices or requests required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (a) if delivered by hand, when delivered in person at the address set forth hereinafter for the Party to whom notice is given, (b) if mailed, three (3) business days following the date placed in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified, (c) if delivered by a nationally recognized overnight courier, the date when actually delivered (or refused by the addressee). Each Party may provide notice to the others of its address or thereafter change its address for notices by giving five (5) days' advance written notice to the other Party hereto in the manner provided for herein. The Parties' respective addresses address for notices and requests hereunder are as follows:

If to CFA: Chick-fil-A, Inc.  
Attn: Existing Restaurants – Real Estate Legal  
5200 Buffington Road  
Atlanta, Georgia 30349

If to Grantor: Shops at River Ridge LLC  
c/o Terra Equities  
Attn: Allen W. Hawkins, III  
2530 Watkins Road  
Birmingham, AL 35223

7. Governing Law. This Agreement has been entered into and shall be construed in accordance with, the laws of the State of Alabama and any applicable federal laws and regulations.

8. No Partnership. Neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship or principal and agent, or of partnership, or of joint venture, or of association between any of the Parties to this Agreement.



9. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

10. Time is of the Essence. Time is of the essence for purposes of this Agreement.

11. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

12. Entire Agreement; Amendment. This Agreement, including the attached Exhibits, contains the entire Agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter. This Agreement may not be amended, modified, terminated or rescinded except in writing executed by CFA and Grantor, or their respective successor and assigns.

13. Counterparts. This Agreement may be executed in or two or more counterparts, each of which is an original, and all of which, taken together, shall be one and the same instrument.

[Signatures Begin on Following Page]

Inverness FSU (0812)  
Agreement Regarding Reserved Easement

[GRANTOR SIGNATURE PAGE TO AGREEMENT REGARDING RESERVED EASEMENT - INVERNESS  
FSU (0812)]

IN WITNESS WHEREOF, Grantor and CFA have executed this Agreement as of the date(s) of the  
acknowledgments below, but to be effective as of the Effective Date.

"Grantor"

SHOPS AT RIVER RIDGE LLC,  
an Alabama limited liability company

By: Allen W. Hawkins III

Name: Allen W. Hawkins III

Title: Operating Member

STATE OF Alabama )  
COUNTY OF Jefferson )

SS

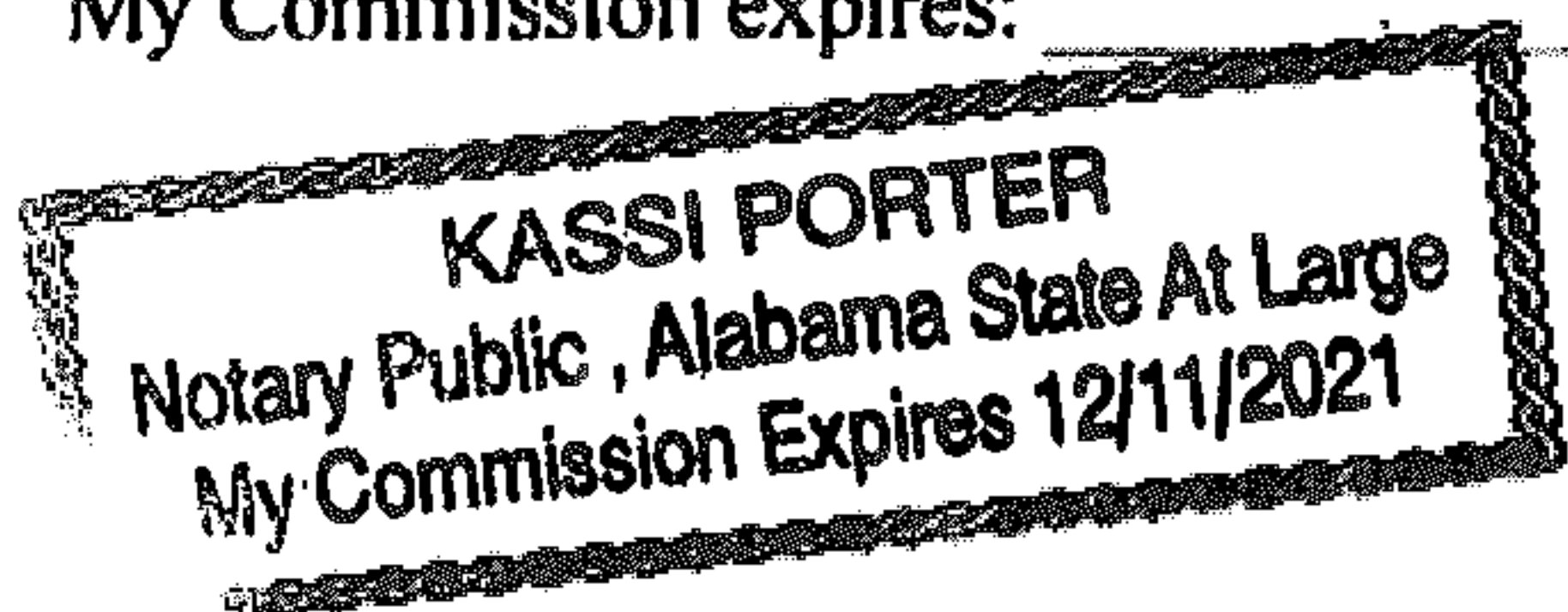
I, KASSI PORTER, a notary public in and for the State aforesaid, DO HEREBY  
CERTIFY THAT Allen W. Hawkins III, the Operating Member of SHOPS AT RIVER RIDGE LLC, an  
Alabama limited liability company, personally known to me to be the same person whose name is subscribed  
to the foregoing AGREEMENT REGARDING RESERVED EASEMENT, appeared before me this day in  
person and acknowledged that he signed and delivered the said document on behalf of the trust and as his free  
and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 8th day of January 2020.

KASSI PORTER  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

(SEAL)



[CFA SIGNATURE PAGE TO AGREEMENT REGARDING RESERVED EASEMENT - INVERNESS FSU  
(0812)]

"CFA"

CHICK-FIL-A, INC.,  
a Georgia corporation

By: *Ashanti Hunt*  
Name: Ashanti Hunt  
Title: Sr. Director

(CORPORATE SEAL)

STATE OF GEORGIA            )  
  )       SS  
COUNTY OF FULTON        )

I, BENNIE K. McDONALD, a notary public in and for said County in the State aforesaid, DO  
HEREBY CERTIFY THAT ASHANTI HUNT, the SR. DIRECTOR of CHICK-  
FIL-A, INC., a Georgia corporation, personally known to be to be the same person whose name is subscribed  
to the foregoing AGREEMENT REGARDING RESERVED EASEMENT, appeared before me this day in  
person and acknowledged that he/she signed and delivered the said document on behalf of the corporation and  
as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 22 day of December, 2020.

My Commission expires:

7/28/2023

*Bennie K. McDonald*  
NOTARY PUBLIC

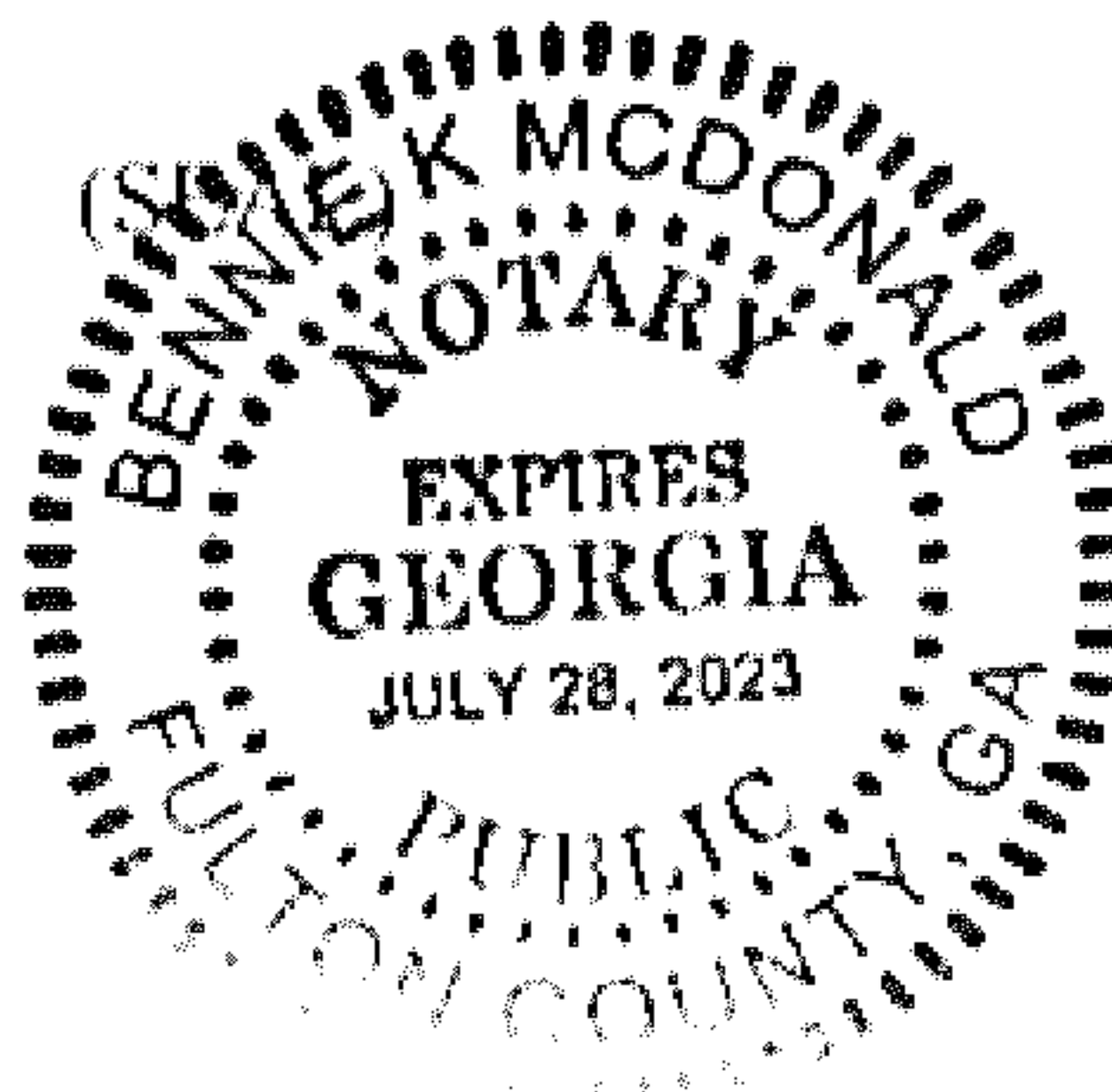


EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PARCEL

All that tract or parcel of land, lying and being in the Northwest One-quarter of the Northwest One-quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and known Lot 3-A according to the Key Pointe Shopping Center #2 being a Resurvey of Lots 3 and 4 of Key Pointe Shopping Center as recorded in Map Book 19, Page 93 in the Office of the Judge of Probate, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of the Northwest One-quarter of the Northwest One-quarter of Section 36, Township 18, South, Range 2 West; thence run in a Northerly direction along the West line of said Quarter-Quarter Section for a distance of 289.28 feet to the POINT OF BEGINNING; thence continue along last described course a distance of 327.00 feet to the Southwesterly right of way of U.S. Highway 280; thence turn an interior angle to the left of 62 degrees 23 minutes 20 seconds and run in a Southeasterly direction along said right of way for a distance of 67.01 feet; thence turn an exterior angle to the right of 90 degrees 06 minutes 41 seconds and run in a Northeasterly direction along said right of way for a distance of 10.01 feet to a point of a curve to the right having a radius of 2230.00 feet and a central angle of 05 degrees 49 minutes 55 seconds, an interior angle to the left to the chord of said curve of 86 degrees 52 minutes 16 seconds and a chord distance of 226.88 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 226.98 feet; thence leaving said right of way, turn an interior angle to the left of 81 degrees 57 minutes 11 seconds from the chord of last described curve and run in a Southwesterly direction for a distance of 308.80 feet; thence turn an interior angle to the left of 90 degrees 16 minutes 04 seconds and run in a Northwesterly direction for a distance of 83.09 feet to the POINT OF BEGINNING. Said parcel containing 56,810 square feet or 1.30 acres more or less.

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8/13 Inverness FSU (0812)  
Agreement Regarding Reserved Easement

EXHIBIT "B"

LEGAL DESCRIPTION OF CFA PARCEL

**Lot 2, according to the final plat for Key Pointe Shopping Center, as recorded in Map Book 160, page 36 in the Probate Office of Jefferson County, Alabama, and re-recorded in Map Book 13, page 61, in the Probate Office of Shelby County, Alabama.**

Exhibit B



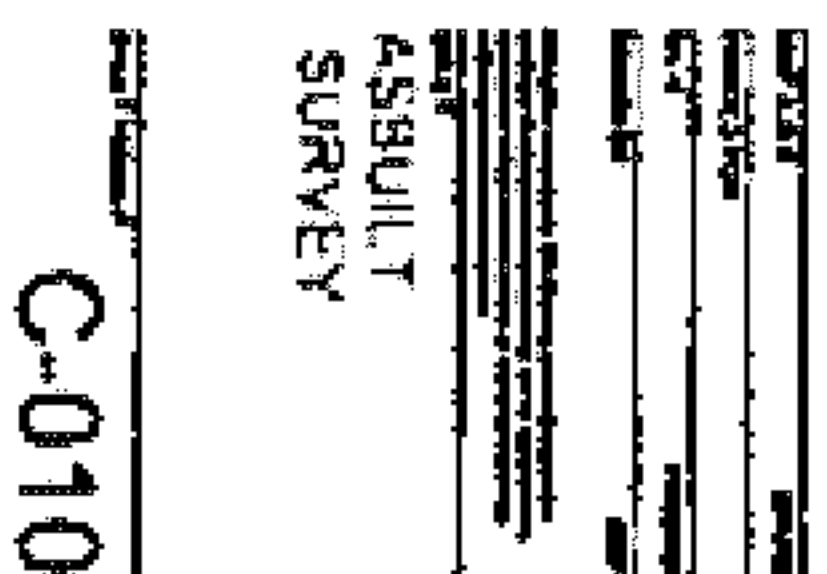
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9/13 Inverness FSU (0812)  
Agreement Regarding Reserved Easement

EXHIBIT "C"

THE MODIFICATIONS

See Attached

Exhibit C



CITY: DIVERNESS  
COUNTY: SHELBY  
STATE: ALABAMA



**Chick-Dee**  
**1905 Brighton Road**  
**Atlanta, Georgia 30304-3704**



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Agreement Regarding Reserved Easement

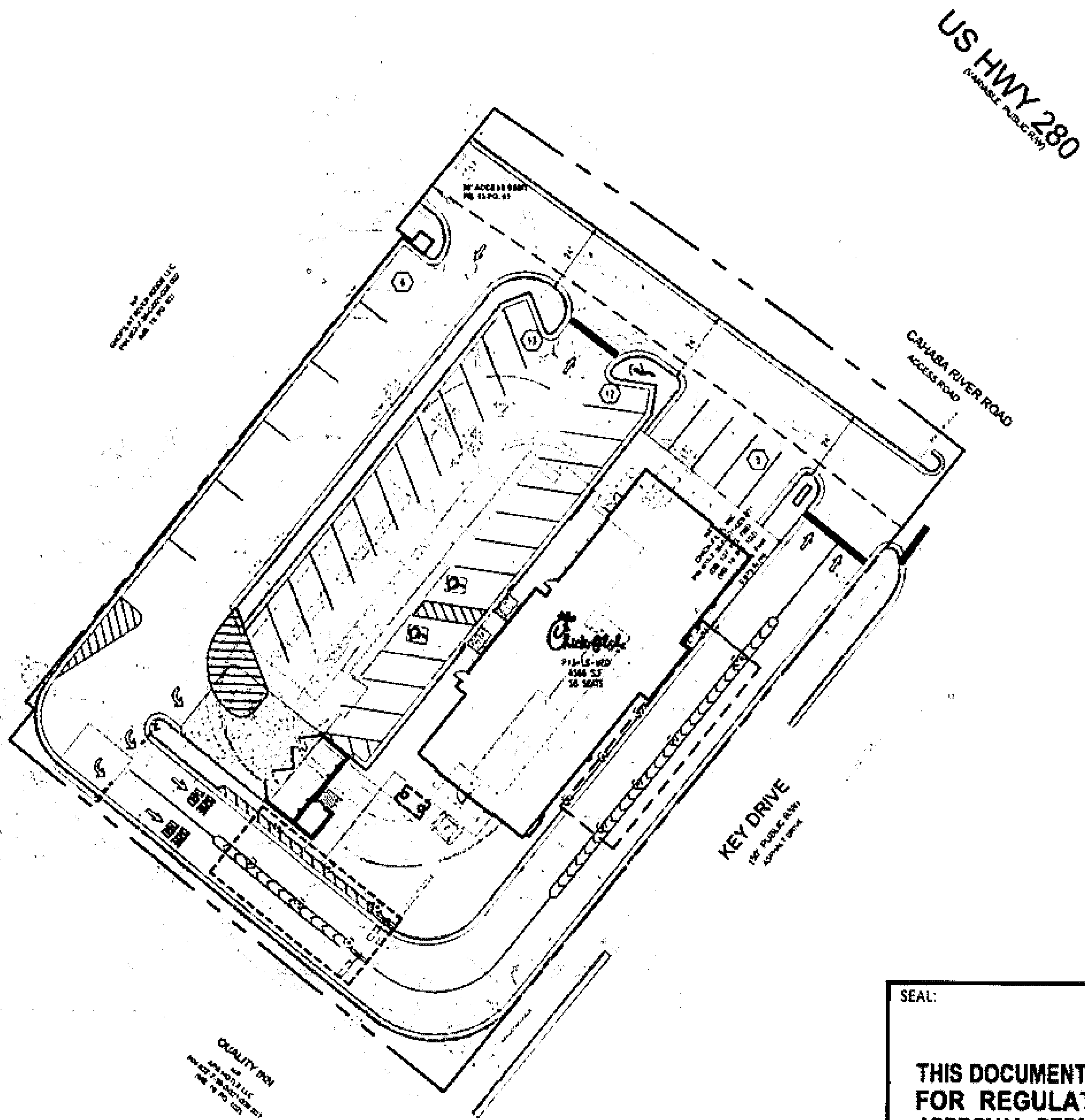
EXHIBIT "D"

RESTORATION WORK

See Attached

Exhibit D

P:\C\ChickfilA\2020\0901 - CFA - Scrape & Rebuild - FSU 812 - Inverness, Birmingham, AL\3 CAD & Drawings\1 Preliminaries\3 Civil\CP3\200901 EXH-A.dwg, Layout1, 12/7/2020 11:09:17 AM, RICSCO, DWG To PDF.pc3, ANSI full bleed A (8.50 x 11.00 Inches), 1:1



SEAL:

**THIS DOCUMENT IS NOT  
FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION.**

SCALE 1"=50'

**INTERPLAN**

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN  
PROJECT MANAGEMENT

504 COURTLAND STREET  
SUITE 100  
ORLANDO, FLORIDA 32804  
PH 407 643 5008  
FX 407 629 9124

FSU 812

CHICK-FIL-A  
4620 US 280 SOUTH  
BIRMINGHAM, AL



5500 Burlington Rd  
Atlanta, Georgia  
30349-2968

PROJECT NO. 2020 0901  
DATE

DRAWN CHECKED





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SUITE 100  
ORLANDO, FL 32804

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13/13

ph: 407.645.5008  
fx: 407.629.9124  
AA 003420 | CA 8660  
www.interplanllc.com

December 7, 2020

Reference: Chick-fil-A #812 – Inverness  
IP # 2020.0901  
Access Easement Changes

To whom it may concern:

The following changes are being made to Chick-fil-A access easement.

**#01 Site Revision**

- Restoration of access easement area to 2019 conditions.
- Removed parking within the access easement.
- Restoring of previously existing landscape island between Cahaba River Road and Chick-fil-A access road.
- Proposed two-way access to retail neighbors' site to the North-West and Key Dr.
- Drive-thru entrance moved to the rear of the site.
- South-East driveway onto Key Drive to be closed.

See attached Exhibit A for visual reference.

Please feel free to contact me if you have any questions or require additional information. If I am not available, Richard Scott, the Civil Project Engineer will be able to answer your questions.

Sincerely,  
**INTERPLAN LLC**

*Sean Hickman*

Sean Hickman  
Civil Project Manager



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/21/2021 02:01:06 PM  
\$59.00 CHERRY  
20210121000034170

*Allen S. Byrd*

ORLANDO CHICAGO DALLAS/FORT WORTH  
ARCHITECTURE ENGINEERING INTERIOR DESIGN PERMITTING

PHILADELPHIA  
PERMITTING ENTITLEMENTS DUE DILIGENCE