

20210409000178330
04/09/2021 09:57:07 AM
ESMTAROW 1/8

**This Instrument Prepared by
and After Recording Return to:**
Josh L. Hartman
Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Rd.
Suite 110
Birmingham, AL 35243

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

TEMPORARY GRADING EASEMENT AGREEMENT

THIS TEMPORARY GRADING EASEMENT AGREEMENT is made this ____ day of March, 2021, by and between **STORE GROWTH AND DEVELOPMENT, LLC**, an Alabama limited liability company whose mailing address is 1910 Lakelands Trail, Helena, AL 35080 ("Grantor") and **RPI ONE - HELENA, LLC**, an Alabama limited liability company, whose mailing address is 2200 Magnolia Avenue S, Suite 100, Birmingham, AL 352405 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in the City of Helena, Shelby County more particularly described on Exhibit A attached hereto and made a part hereof (the "Burdened Property"); and

WHEREAS, Grantee is the owner of that certain real property located in the City of Helena, Shelby County more particularly described as Lots 6,7 & 8, in Block 2, Mullins Additoin to Helena, as recorded in Map Book 3, Page 56, in the office of the Judge of Probate of Shelby County, Alabama (the "Benefited Property"); and

WHEARAS, Grantee requires access to Grantors property for purposes of grading and contouring the land of Grantee, and Grantor desires to allow Grantee to perform such work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the said Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, does hereby grant to Grantee, its successors and assigns, a temporary grading easement in accordance with the following:

- A. **Temporary Grading Easement:** a non-exclusive easement to grade and regrade an area over, under, and across the area north of the boundary line between the Burdened Property and the Benefited Property, approximately thirty (30) feet in width, as shown on Exhibit B attached hereto and made a part herof. Such grant of easement shall include the right to enter upon and to grade, regrade, seed, mulch, stabilize and maintain, in a neat and orderly manner, said strip of land (the "Easement Area").

THESE EASEMENTS ARE MADE SUBJECT TO THE FOLLOWING:

1. Grantor shall have the right to use and enjoy fully said Easement Area, subject to the easement rights hereby granted.
2. Grantee shall have the right to grade, regrade, seed, mulch, and maintain the Easement Area until such time that Grantee or its agents has established a stand of grass and has stabilized the Easement Area.
3. (a) In exercising any of the rights granted herein, Grantee will at its sole cost and expense, and with due diligence grade, regrade, seed, mulch and maintain the Easement Area in a good and workmanlike manner. The initial grading and sloping of the Temporary Grading Easement Area shall commence on or after March 28th, 2021 and be completed by July 31st, 2021 (the "Construction Period"). Grantee shall have the right to enter upon the Easement Area during the Construction Period as may be reasonably necessary to slope and grade the Easement Area. Grantee, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added or removed, shall restore Grantor's property adjacent to the Easement Area, to a condition as they were prior to any such installation or work, including the restoration of any topsoil. Upon the completion of the Construction Period, the Temporary Grading Easement shall terminate subject only to the right, but not the obligation, to maintain the stand of grass as set forth in Paragraph 2 above.
4. Grantee, or any contractors of Grantee performing work withing the Easement Area, will carry and keep in force, at its own expense, Commercial General Liability insurance with companies that do business in this State, in an amount not less than \$500,000.00 single limited personal injury and property damage; and \$1,000,000.00 combined personal injury and property damage. All policies of

insurance shall be considered primary of any existing, similar insurance carried by Grantor. Grantee shall furnish Grantor with a Certificate of Insurance upon written request.

5. (a) Grantee shall cause to be promptly discharged any mechanic's or other lien filed against the Easement Area or Grantor's adjacent property by reason of any act or omission of its contractors.

(b) Grantee shall indemnify, defend and hold Grantor harmless against any claim, demand, loss, liability, cost, or expense in connection with any lien filed against the Easement Area other than by an act or omission of Grantor.

6. This Temporary Grading Easement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said Permanent Access and Temporary Grading Easement, and shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of and be binding upon, the Grantor and Grantee, and their respective successors and assigns.

7. This easement shall be governed by and construed in accordance with the laws of the State of Alabama.

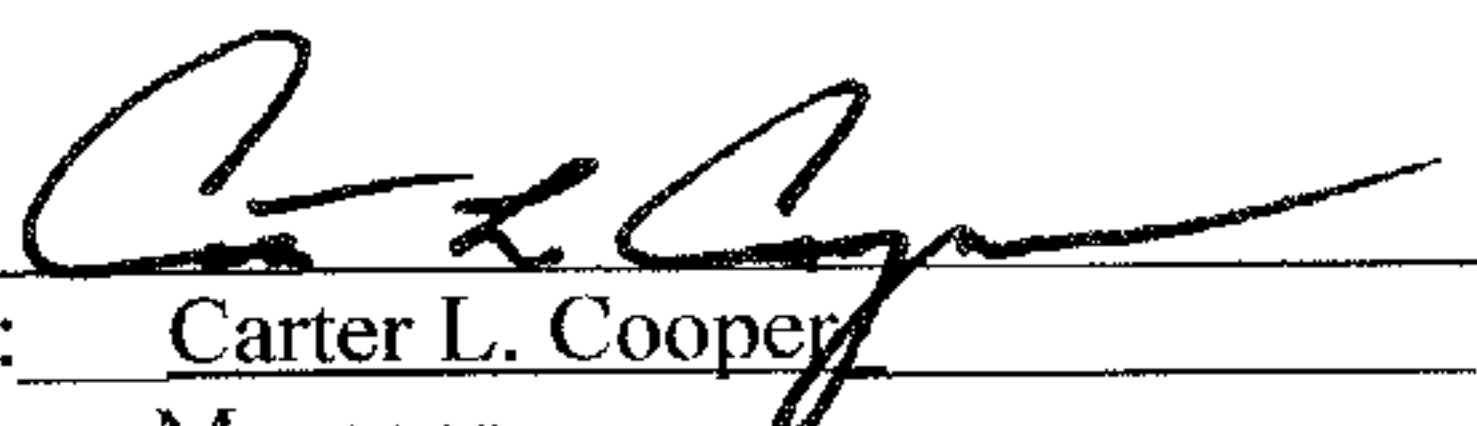
8. This easement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned as though all had signed one instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument the day and year
first above written.

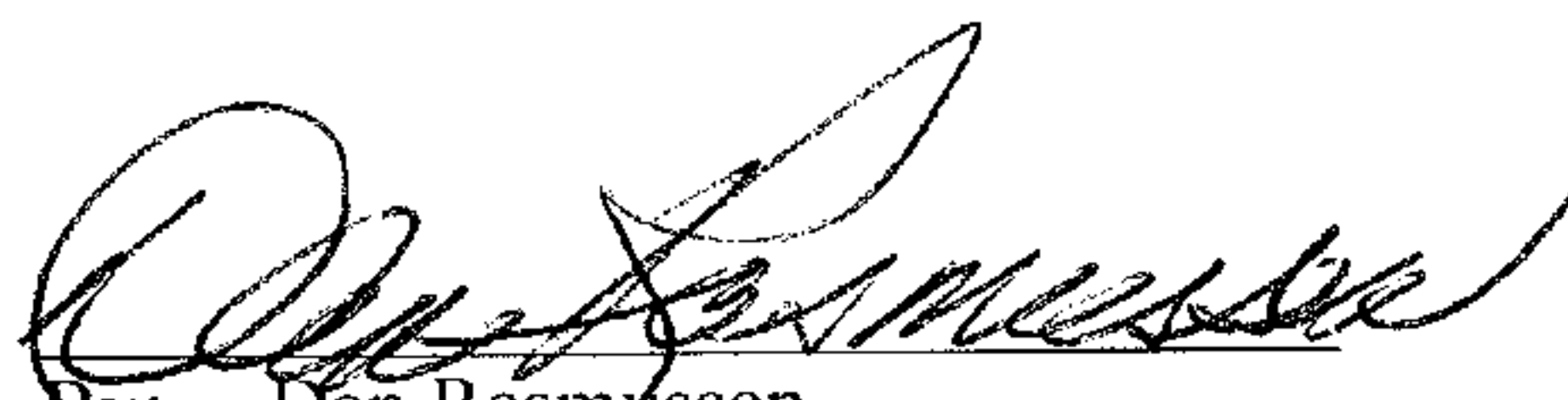
GRANTOR:

RPI ONE – HELENA, LLC, an Alabama limited
liability company


By: Carter L. Cooper
Its: Manager

GRANTEE:

STORE GROWTH AND DEVELOPMENT, LLC, an Alabama limited liability company


By: Dan Rasmussen
Its: Owner

[Acknowledgement Page to Follow]

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAN RASMUSSEN, as owner of STORE GROWTH AND DEVELOPMENT, LLC, an Alabama limited liability company who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)
) ss.
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that CARTER L. COOPER whose name as Manager of RPI ONE – HELENA, 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 company

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 29 day of MARCH, 2020.



NOTARY PUBLIC

My Commission Expires: 9/22/2024

Caroline Hannum
Notary Public, Alabama State At Large
My Commission Expires 9/22/2024

STATE OF Alabama)
COUNTY OF Shelby) ss.

I, the undersigned, a notary public in and for said county in said state, hereby certify that DAN RASMUSSEN, as owner of STORE GROWTH AND DEVELOPMENT, LLC, an Alabama limited liability company who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the 29 day of March, 2021.

Amanda C. Haywick
NOTARY PUBLIC

My Commission Expires: 01/21/2025

STATE OF _____)
COUNTY OF _____) ss.

I, the undersigned, a notary public in and for said county in said state, hereby certify that CARTER L. COOPER whose name as Manager of RPI ONE – HELENA, 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 company

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2020.

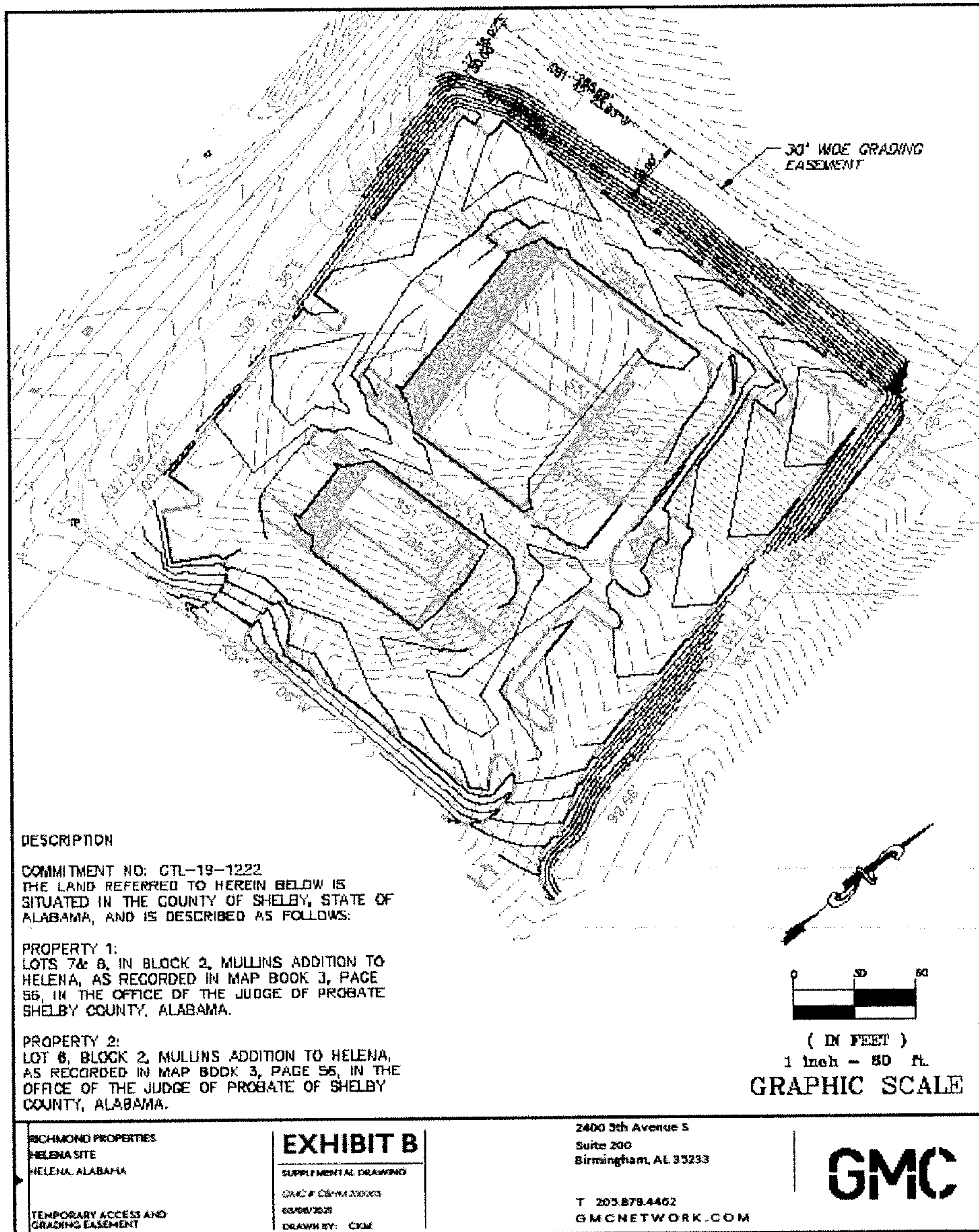
NOTARY PUBLIC

My Commission Expires: _____

Exhibit "A"
Burdened Property

Lot 9, Block 2, according to the Survey of Mullin's Addition to Helena, as recorded in Map Book 3, Page 56, in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"
Easement Area



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/09/2021 09:57:07 AM
\$44.00 CHERRY
20210409000178330

Allie S. Beyle