

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

20210810000386830
08/10/2021 08:28:21 AM
ESMTAROW 1/11

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 5th day of August, 2021 by and between **EBSCO INDUSTRIES, INC.**, a Delaware corporation ("Seller"), and **HIGHPOINTE 41, LLC**, an Alabama limited liability company ("Purchaser").

R E C I T A L S:

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

Seller and its Affiliates, as hereinafter defined, are the owners of certain real property (collectively, the "Seller's Adjacent Property") situated in Shelby County, Alabama which is adjacent to or in close proximity with the Property.

Seller desires to grant to Purchaser a permanent, perpetual and non-exclusive easement over and upon that certain real property known as Double Oak Way, a private roadway (the "Double Oak Way Easement Property"), which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference, for the purposes of (a) providing access to and from Dunnavant Valley Road and the Property and (b) the construction, installation and operation of electrical, natural gas, water, sanitary sewer, telephone, cable television, internet and other communication lines, pipes, wiring, conduit and other apparatus (collectively, "Utility Lines") thereon to serve the Property and the Seller's Adjacent Property.

Purchaser desires to grant to Seller and its Affiliates a permanent, perpetual and non-exclusive easement over, across, through and upon that portion of the Property (the "Parcel B Easement Property") which is more particularly described in **Exhibit C** attached hereto and incorporated herein by reference for the purposes of (a) providing access through the Property to Seller's Adjacent Property and (b) connecting to any Utility Lines situated on the Parcel B Easement Property and constructing, installing and operating Utility Lines thereon in order to provide utility services to the Seller's Adjacent Property.

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. Grant of Easements to Double Oak Way Easement Property. Seller does hereby grant to Purchaser, to the extent of Seller's interest therein, a permanent, perpetual and non-exclusive easement, in common with Seller and all other persons entitled to access and use the Double Oak Way Easement Property, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Double Oak Way Easement Property for the purposes of (a) providing vehicular and pedestrian access to and from the Property and Dunnavant Valley Road and (b) constructing, installing,

operating, maintaining and replacing from time to time thereon underground Utility Lines to serve the Property and the Seller's Adjacent Property.

2. Grant of Easements to Parcel B Easement Property. Purchaser does hereby grant to Seller and any Affiliates thereof, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Parcel B Easement Property for the purposes of (a) providing vehicular and pedestrian access from the Double Oak Way Easement Property through the Property to the Seller's Adjacent Property and (b) connecting to any Utility Lines situated on the Parcel B Easement Property and constructing, installing, operating, maintaining and replacing from time to time thereon any and all underground Utility Lines necessary or required in order to provide utility services to any of Seller's Adjacent Property. As used herein, the term "Affiliates" shall mean, as to any individual, corporation association, partnership, limited liability company, joint venture, trust, estate or other entity or organization (collectively, a "Person"), any other Person which, directly or indirectly, is in, control of, is controlled by, or is under direct or indirect, control with, such Person and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term "control" (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting security or voting equity of such Person or possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the Person, whether through ownership or voting securities or by contract or otherwise.

3. Agreement Regarding Utility Lines. At such time as Purchaser elects to file either a preliminary or final subdivision plat for any portion of the Property, Purchaser agrees to provide copies of the same to Seller for review and approval, which preliminary or final subdivision plat must include direct road access to the Seller's Adjacent Property and indicate the sizes and locations of any and all Utility Lines which shall serve the Property. Seller shall have the right (but not the obligation) to require that the sizes and capacities of the Utility Lines to serve the Property be enlarged in order to provide utility services to the Seller's Adjacent Property so long as Seller agrees to pay any additional costs and expenses of enlarging the sizes and capacities of any such Utility Lines which will serve the Seller's Adjacent Property.

4. Replacement of Gate at End of Double Oak Way Easement Property. As of the date of this Agreement, Seller has constructed and installed a gate at the end of the Double Oak Way Easement Property abutting the Property in order to control and restrict access to the Property. Seller hereby grants to Purchaser the right, in Purchaser's discretion, to remove such gate and replace the same with a new gate; provided, however, that if Purchaser installs a new gate, then Purchaser shall provide to Seller access (via keys, codes or other means) to open and close the new gate in order that Seller shall have access to the Parcel B Easement Property.

5. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications required to be provided by any party under this Agreement shall be in writing and delivered, at the sending party's cost, by (i) personal delivery, (ii) certified U.S. Mail, with postage prepaid and return receipt requested, (iii) overnight courier service, to the recipient party at the following addresses (or substitute address if notified of such change by a party), or (iv) electronic mail to:

Seller:
EBSCO Industries, Inc.
1 Mt Laurel Avenue, Suite 200
Birmingham, Alabama 35242
Email: bknapp@ebSCO.com

Purchaser:
Highpointe 41, LLC
120 Bishop Circle
Pelham, Alabama 35124
Email: conner@developmentalabama.com

Any such notices shall be deemed to be sufficiently given or served upon 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 or (iv) sent by electronic mail during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

(b) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(c) Modification. Neither this Agreement nor any provision hereof may be waived, modified or amended, except by a written instrument, signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

(d) Captions. The captions or headings used herein are included for convenience and general reference only and shall not be construed to describe, define or limit the scope, intent or construction of this Agreement.

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

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

(g) Time. Time is of the essence in the performance by the parties hereto of all of their respective obligations hereunder.

(h) Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

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

(j) Default and Attorneys' Fees. Notwithstanding anything provided in this Agreement to the contrary, in the event of the occurrence of any default by either party hereto or the failure of any party hereto to timely and completely perform all obligations required to be performed hereunder by such party, then the other party (the "Non-Defaulting Party") shall have the right to exercise all rights and remedies available to the Non-Defaulting Party at law or in equity and the defaulting party does hereby covenant and agree to pay to the Non-Defaulting Party all costs and expenses paid or incurred by the Non-Defaulting Party to enforce this Agreement, including, without limitation, reasonable attorneys' fees, expended or incurred in connection herewith through and including any final judgment and all appeals involving any matters subject to this Agreement.

(k) Rules of Construction. 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) No Partnership and No Third Party Beneficiaries. 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 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) Covenants Running with the Land. All of the terms and provisions of this Agreement shall constitute covenants running with the land which shall be binding on and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

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

20210810000386830 08/10/2021 08:28:21 AM ESMTAROW 5/11
IN WITNESS WHEREOF, the Seller and Purchaser have executed this Agreement as of the
day of year first above written.

EBSCO INDUSTRIES, INC., a Delaware corporation

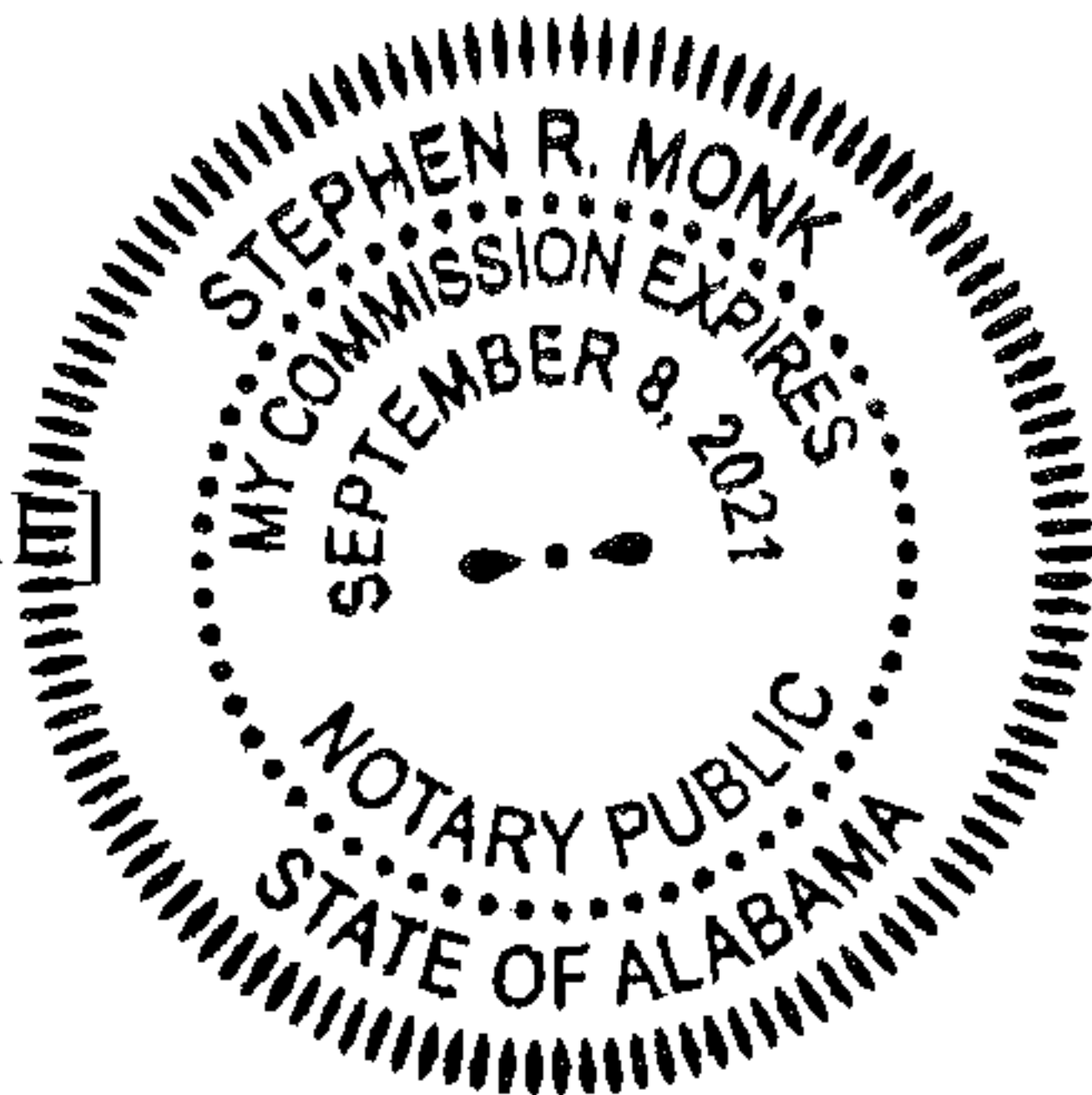
By: Brooks Knapp
Printed Name: Brooks Knapp
Title: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that
Brooks Knapp, whose name as Vice President of
EBSCO INDUSTRIES, INC., a Delaware 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 the
instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation.

Given under my hand and seal this 5th day of August, 2021.

[NOTARIAL SEAL]



ASZ
Notary Public

My commission expires: 9/8/2021

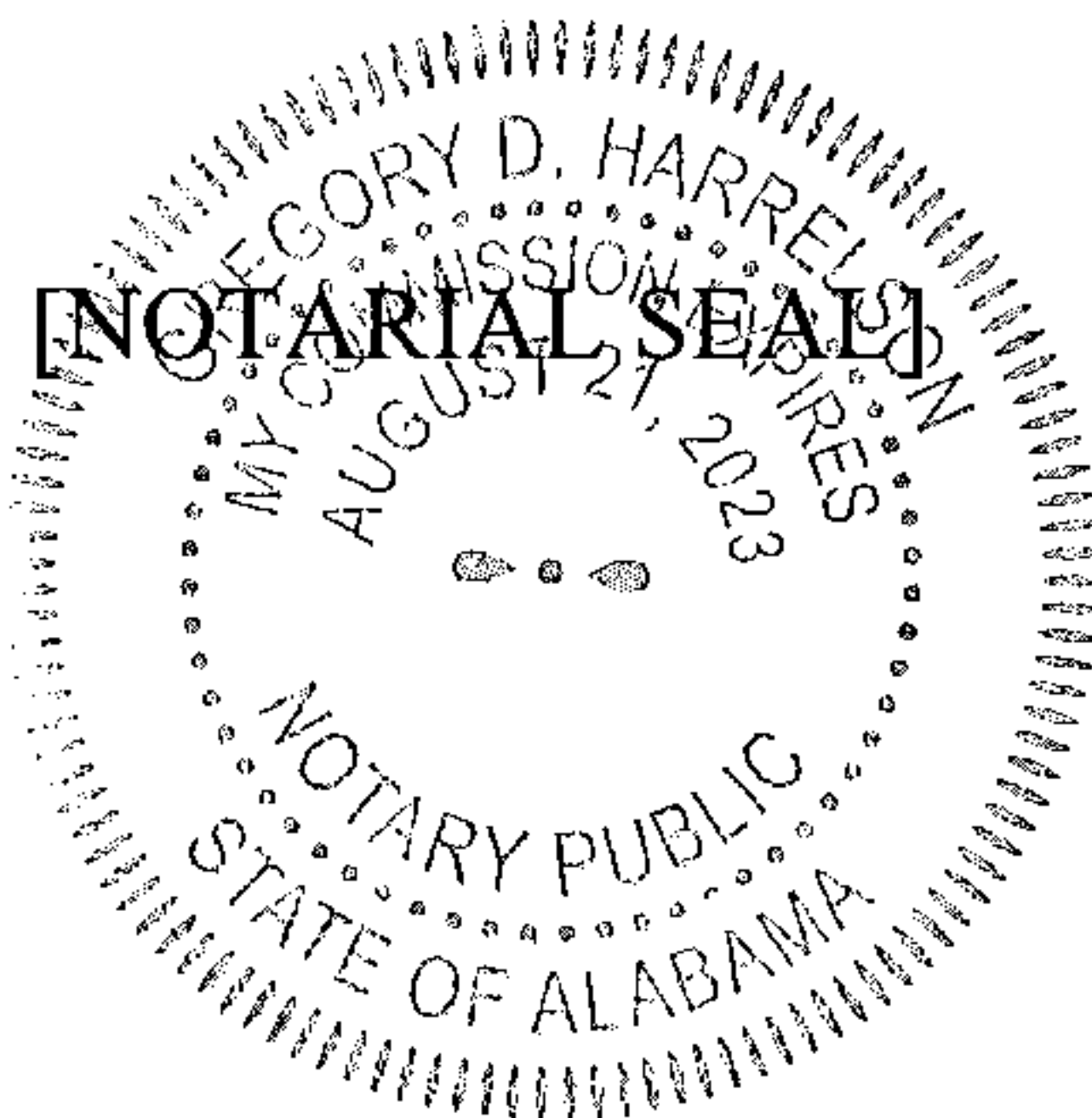
HIGHPOINTE 41, LLC, an Alabama limited liability company

By: [Signature]
Printed Name: Connor Farmer
Title: Member

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Connor Farmer, whose name as Member of **HIGHPOINTE 41, 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 Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 5th day of August, 2021.



[Signature]
Notary Public
My commission expires: 8/21/23

Legal Description of the Property

Parcel B

A parcel of land situated in the Northeast Quarter, Southeast Quarter, and Southwest Quarter of Section 10, the Northwest Quarter of the Northwest Quarter of Section 11, and the Northwest Quarter of Section 15, all of Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of Southwest Quarter of Section 10, Township 19 south, Range 1 West; thence run North 89 degrees 37 minutes 41 seconds East along the North line of the Southwest Quarter of the Southwest Quarter of Section 10 for a distance of 1322.27 feet to the Northeast corner of said quarter-quarter section, the POINT OF BEGINNING of the herein described parcel; thence run North 00 degrees 22 minutes 15 seconds East along the West line of the Northeast Quarter of the Southwest Quarter of said Section 10 for a distance of 1344.83 feet to the Northwest corner of said quarter-quarter section; thence run North 89 degrees 32 minutes 34 seconds East along the North line of said quarter-quarter section for a distance of 1320.86 feet to the Northeast corner of said quarter-quarter section and the southwest corner of Lot 4 of Double Oak Estates as recorded in Map Book 8, Page 129 in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 89 degrees 32 minutes 34 seconds East along the South line of Lot 4 for a distance of 65.37 feet to the South line of the right of way for Double Oak Way; thence run South 60 degrees 07 minutes 28 seconds East along said south line for a distance of 60.00 feet; thence run North 29 degrees 53 minutes 32 seconds East along the East line of Double Oak Way for a distance of 128.28 feet to a curve to the left having a central angle 18 degrees 29 minutes 40 seconds, a radius of 371.75 feet and a chord bearing North 20 degrees 37 minutes 42 seconds East for a distance of 119.48 feet; thence run North along said East line and along the arc of said curve for a distance of 120.00 feet; thence run North 11 degrees 22 minutes 52 seconds East along said East line for a distance of 24.57 feet to a curve to the right having a central angle of 24 degrees 51 minutes 00 seconds, a radius of 115.94 feet, and a chord bearing North 23 degrees 48 minutes 22 seconds East for a distance of 49.89 feet; thence run North along said East line and along the arc of said curve for a distance of 50.29 feet; thence run North 36 degrees 13 minutes 52 seconds East along said East line for a distance of 78.68 feet to a curve to the left having a central angle of 23 degrees 27 minutes 34 seconds, a radius of 165.40 feet, and a chord bearing North 23 degrees 28 minutes 36 seconds East for a distance of 67.25 feet plat; thence run North along said East line and along the arc of said curve for a distance of 67.72 feet (68.50 feet) to the southwest corner of Lot 3 of Double Oak Estates; thence leaving said East right of way line run South 77 degrees 06 minutes 01 seconds East along the South line of Lot 3 for a distance of 143.52 feet (plat-143.24 feet); thence run North 26 degrees 29 minutes 23 seconds East along the East line of Lot 3 for a distance of 1021.76 (plat-1022.17 feet) to the northeast corner of Lot 3; thence run North 26 degrees 07 minutes 34 seconds East along the East line of Lot 2, Double Oak Estates, for a distance of 299.40 feet (plat-300.00 feet) to the northeast corner of Lot 2; thence leaving said East line run North 26 degrees 24 minutes 27 seconds East along the east line of that parcel as described in Deed Book 355, Page 109 as recorded in the aforementioned office of the Judge of Probate, for a distance of 1,270.52 feet to the North line of Section 10, Township 19 South,

Range 1 West; thence leaving said East line run North 88 degrees 11 minutes 26 seconds East along said North line for a distance of 1,026.78 feet to the Northwest Corner of Section 11; thence leaving the North line of Section 10 run North 88 degrees 27 minutes 00 seconds East along the North line of Section 11 for a distance of 445.81 feet; thence leaving said North line of Section 11, run South 33 degrees 16 minutes 02 seconds West for a distance of 5,204.54 feet; thence run South 24 degrees 00 minutes 30 seconds West for a distance of 2,321.69 feet; thence run North 56 degrees 41 minutes 56 seconds West for a distance of 1,858.59 feet; thence run North 35 degrees 05 minutes 25 seconds East for a distance of 1,075.23 feet; thence run South 58 degrees 29 minutes 06 seconds East for a distance of 225.10 feet; thence run North 32 degrees 37 minutes 02 seconds East for a distance of 594.50 feet; thence run North 57 degrees 29 minutes 31 seconds West for a distance of 208.50 feet to the POINT OF BEGINNING.

Legal Description of Double Oak Way Easement Property

That portion of the Double Oak Estates subdivision record plat recorded in Map Book 8, Page 129 in the Judge of Probate Office, Shelby County, Alabama, labeled as Double Oak Way.

Legal Description of Parcel B Easement Property

Proposed 60-Foot Wide Easement for Ingress and Egress

A parcel of land situated in the Northeast Quarter of the Southwest Quarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter, all of Section 10, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest Corner of the Northwest Quarter of the Southeast Quarter of Section 10, Township 19 South, Range 1 West; thence run North 89 degrees 32 minutes 34 seconds East along the North line of said Quarter-Quarter Section for a distance of 65.37 feet to the Southernmost line of Double Oak Way as defined by the recorded plat for Double Oak Estates recorded in Map Book 8, Page 129 in the Office of the Judge of Probate, Shelby County, Alabama; thence leaving said North line run South 60 degrees 07 minutes 28 seconds East along said Southernmost line for a distance of 28.97 feet to the centerline of an existing paved road and to the POINT OF BEGINNING of a 60-foot wide easement for Ingress and Egress terminating at and abutting the aforementioned Southernmost line and lying 30-feet to each side of the centerline of said paved road as described by the following calls:

thence run South 29 degrees 43 minutes 29 seconds West for a distance of 27.61 feet; thence run South 27 degrees 45 minutes 22 seconds West for a distance of 111.01 feet; thence run South 23 degrees 43 minutes 56 seconds West for a distance of 148.84 feet; thence run South 28 degrees 26 minutes 16 seconds West for a distance of 191.27 feet; thence run South 20 degrees 22 minutes 54 seconds West for a distance of 148.40 feet; thence run South 05 degrees 01 minutes 10 seconds East for a distance of 55.88 feet; thence run South 23 degrees 04 minutes 08 seconds East for a distance of 91.38 feet; thence run South 18 degrees 45 minutes 41 seconds East for a distance of 62.84 feet; thence run South 08 degrees 34 minutes 36 seconds East for a distance of 100.61 feet; thence run South 35 degrees 37 minutes 49 seconds East for a distance of 33.75 feet; thence run South 88 degrees 21 minutes 16 seconds East for a distance of 29.10 feet; thence run North 44 degrees 16 minutes 39 seconds East for a distance of 207.21 feet; thence run North 30 degrees 11 minutes 59 seconds East for a distance of 47.71 feet; thence run North 32 degrees 18 minutes 38 seconds East for a distance of 238.64 feet; thence run North 36 degrees 51 minutes 35 seconds East for a distance of 65.70 feet; thence run North 41 degrees 14 minutes 00 seconds East for a distance of 99.54 feet; thence run North 44 degrees 35 minutes 43 seconds East for a distance of 114.68 feet; thence run North 41 degrees 25 minutes 39 seconds East for a distance of 165.30 feet; thence run North 43 degrees 13 minutes 54 seconds East for a distance of 206.30 feet; thence run North 44 degrees 51 minutes 20 seconds East for a distance of 36.00 feet; thence run North 41 degrees 08 minutes 18 seconds East for a distance of 90.56 feet; thence run North 37 degrees 14 minutes 54 seconds East for a distance of 231.72 feet; thence run North 27 degrees 44 minutes 04 seconds East for a distance of 50.75 feet;

thence run North 24 degrees 18 minutes 50 seconds East for a distance of 153.27 feet; thence run North 20 degrees 07 minutes 43 seconds East for a distance of 136.53 feet; thence run North 20 degrees 56 minutes 01 seconds East for a distance of 219.28 feet; thence run North 22 degrees 16 minutes 52 seconds East for a distance of 66.47 feet; thence run North 24 degrees 29 minutes 47 seconds East for a distance of 100.35 feet; thence run North 31 degrees 02 minutes 00 seconds East for a distance of 177.99 feet; thence run North 28 degrees 13 minutes 31 seconds East for a distance of 68.80 feet; thence run North 19 degrees 46 minutes 12 seconds East for a distance of 223.89 feet; thence run North 19 degrees 29 minutes 53 seconds East for a distance of 150.23 feet; thence run North 30 degrees 04 minutes 53 seconds East for a distance of 74.57 feet; thence run North 50 degrees 40 minutes 19 seconds East for a distance of 121.37 feet; thence run North 63 degrees 46 minutes 17 seconds East for a distance of 95.09 feet; thence run North 54 degrees 02 minutes 39 seconds East for a distance of 143.71 feet; thence run North 38 degrees 36 minutes 00 seconds East for a distance of 173.64 feet; thence run North 41 degrees 28 minutes 01 seconds East for a distance of 195.30 feet; thence run North 23 degrees 48 minutes 17 seconds East for a distance of 216.24 feet; thence run North 23 degrees 01 minutes 30 seconds East for a distance of 165.31 feet; thence run North 47 degrees 11 minutes 37 seconds East for a distance of 58.60 feet; thence run North 63 degrees 17 minutes 54 seconds East for a distance of 217.24 feet; thence run North 33 degrees 14 minutes 59 seconds East for a distance of 94.78 feet more or less to the North line of Section 10, Township 19 South, Range 1 West, and the ENDING POINT of said 60-foot wide easement for Ingress and Egress abutting and terminating at said North line.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 08/10/2021 08:28:21 AM
 \$52.00 CHERRY
 20210810000386830

Allen S. Bayl