



AMENDMENT TO GRANT OF EASEMENT

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THIS AMENDMENT TO GRANT OF EASEMENT (this "**Amendment**") is made the 15 day of SEPTEMBER, 2021, by GWR Kenley, LLC, a Delaware limited liability company ("**Kenley**"), and WE Inverness Owner LLC, a Delaware limited liability company ("**Inverness**") (Kenley and Inverness may hereinafter be referred to each as a "**Party**" and collectively as the "**Parties**").

RECITALS

1. Kenley is the fee owner of the parcel of real property legally described on Exhibit A attached hereto and made a part hereof (the "**Kenley Parcel**").
2. Inverness is the fee owner of the parcel of real property legally described on Exhibit B attached hereto and made a part hereof (the "**Inverness Parcel**").
3. Both the Kenley Parcel and the Inverness Parcel are affected by that certain Grant of Easement dated May 24, 1985, recorded May 29, 1985, in Book 28, Page 673 of Official Records of Shelby County, Alabama (the "**Grant of Easement**").
4. Kenley and Inverness are successors-in-interest to the original grantor and grantee under the Grant of Easement.

5. The Parties intend and desire in this Amendment to amend the Grant of Easement as set forth herein.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing facts and circumstances, which consideration both Parties fully acknowledge to be sufficient, the Parties hereby state and agree as follows:

1. **Incorporation of Recitals.** The above-given Recitals are fully incorporated into this Amendment as if set forth herein.

2. **Amendments.** The Grant of Easement is amended as follows:

a. A new paragraph is added to the Grant of Easement as follows:

Maintenance and Repair of the Roadway Easement Area.

Kenley (as defined in the Amendment) and its respective successors and assigns shall be solely responsible for maintaining, replacing, repairing, rebuilding, cleaning, and seal coating, and for all costs thereof (collectively "Maintenance Costs"), related to the roadway easement and roadway easement area.

b. A new paragraph is added to the Grant of Easement as follows:

Breach and Remedies. In the event of a breach of the Grant of Easement or this Amendment, the breaching Party shall not lose the right to use the roadway easement granted therein and herein. The aggrieved Party may pursue all its remedies at law or in equity with the exception of restricting, interfering, or otherwise prohibiting use of the roadway easement or roadway easement areas. If a Party seeks to enforce any term or provision of the Grant of Easement, as amended, against the other Party, the non-prevailing Party, in addition to any judgment or award against it, shall also pay the prevailing Party's reasonable attorneys' fees, costs and disbursements.

c. A new paragraph is added to the Grant of Easement as follows:

Termination of Easement. The roadway easement created under the Grant of Easement, as affected by this Amendment, shall not be deemed to be extinguished by merger if the fee owners of the Kenley

Parcel and the Inverness Parcel (as defined in the Amendment) are the same person or entity. The roadway easement created thereunder and hereunder may be terminated upon the recording of a written agreement signed by all of the Parties having a fee interest in the ownership of or a mortgage recorded against any portion of the Kenley Parcel and the Inverness Parcel described herein.

d. A new paragraph is added to the Grant of Easement as follows:

Miscellaneous. The Grant of Easement, as affected by this Amendment, contains the complete understanding of the Parties and may not be revoked, altered, or amended, except by written instrument subscribed by the Party sought to be charged therewith. Any notice hereunder shall be in writing and shall be deemed given upon deposit in the United States mail by registered or certified mail addressed to the Parties hereto at the addresses set forth in the Amendment or at any substitute address, notice of which shall be given by either Party to the other Party. A copy of notice alleging any breach hereunder shall be given in like manner to the holder of record of any mortgage or lien upon either the Kenley Parcel or the Inverness Parcel. This Amendment will be governed by and construed in accordance with the laws of the State of Alabama without consideration of choice of law principles. Each Party, by executing this Amendment, warrants and represents to the other Party that it has the full legal right, power, and authority to enter into this Amendment and to perform its obligations hereunder.

3. Except as amended herein, all other provisions of the Grant of Easement shall continue to remain in full force and effect.

4. **Successors and Assigns.** This Amendment shall be binding upon the successors and assigns of the Parties and run with both the Kenley Parcel and the Inverness Parcel.

5. **Lender's Consent.** This Amendment shall not be recorded prior to the below-described Lender approving the same and executing the consent attached to this Amendment. Thereafter, this Amendment shall promptly be recorded in the Official Records of Shelby County, Alabama.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW]



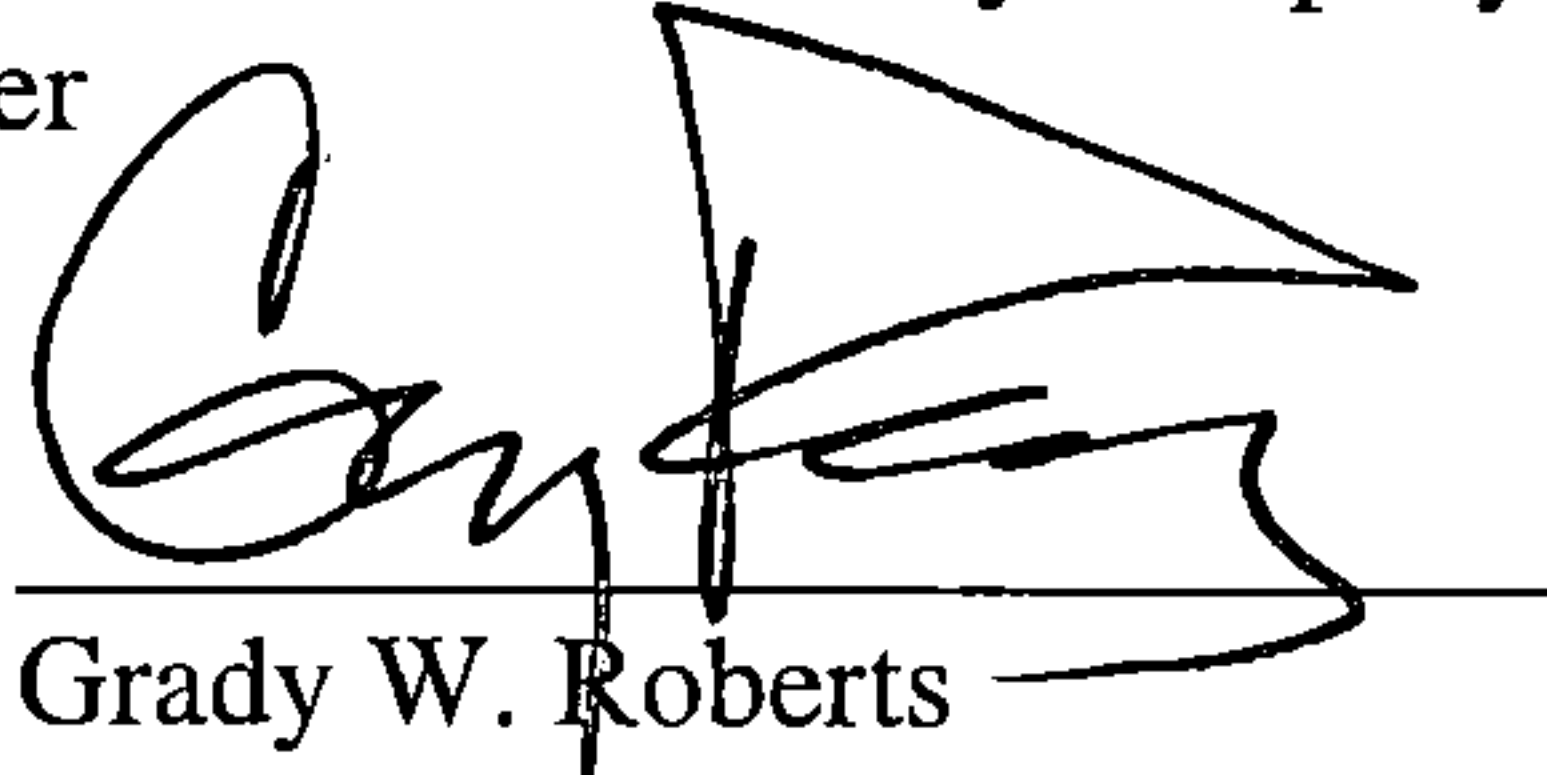
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IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above.

KENLEY:

GWR Kenley, LLC,
a Delaware limited liability company

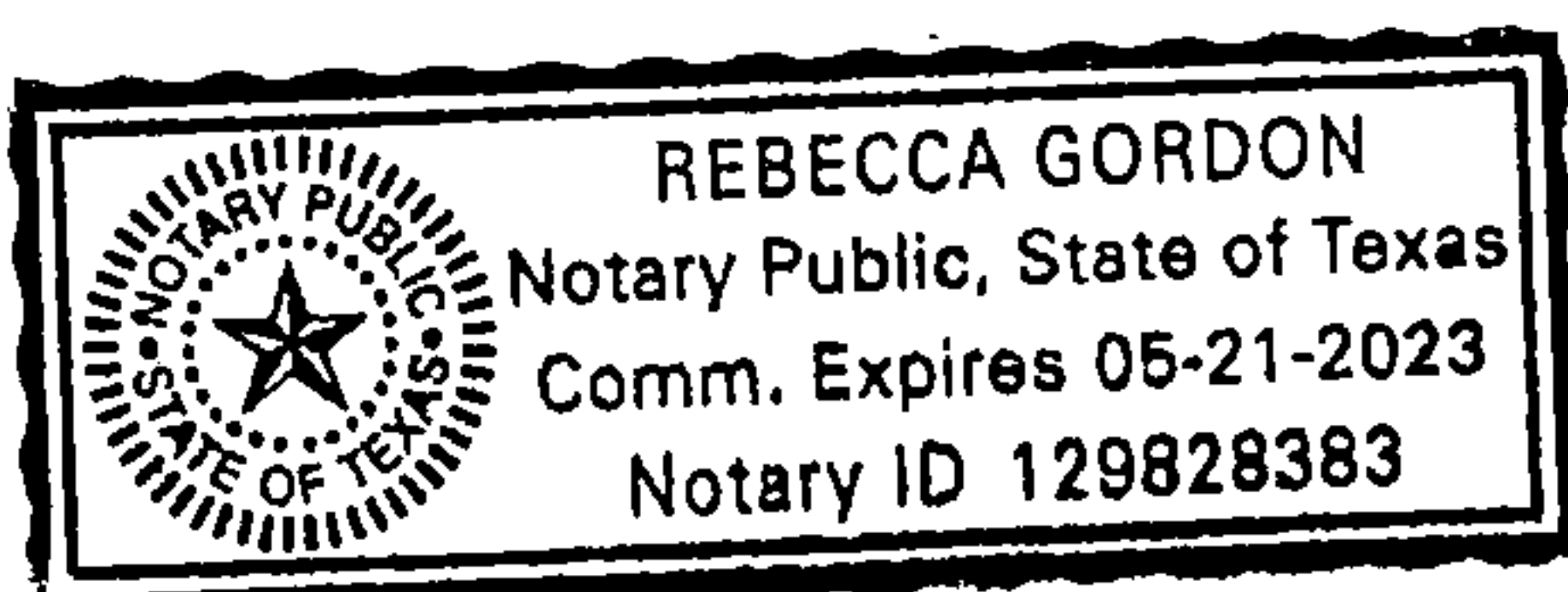
By: GWR 16 Management, LLC,
a Delaware limited liability company
Its: Manager

By: 
Grady W. Roberts
Its: Manager

Address for Notice:
2000 West Loop South, Suite 1050
Houston, TX 77027
Attn: Grady W. Roberts

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 24th day of August, 2021, by Grady W. Roberts, the Manager of GWR 16 Management, LLC, a Delaware limited liability company, the Manager of GWR Kenley, LLC, a Delaware limited liability company, on behalf of said limited liability company.



Signature of Notary

EXEC. ADMIN

Title

My Commission expires: 5/21/23

INVERNESS:

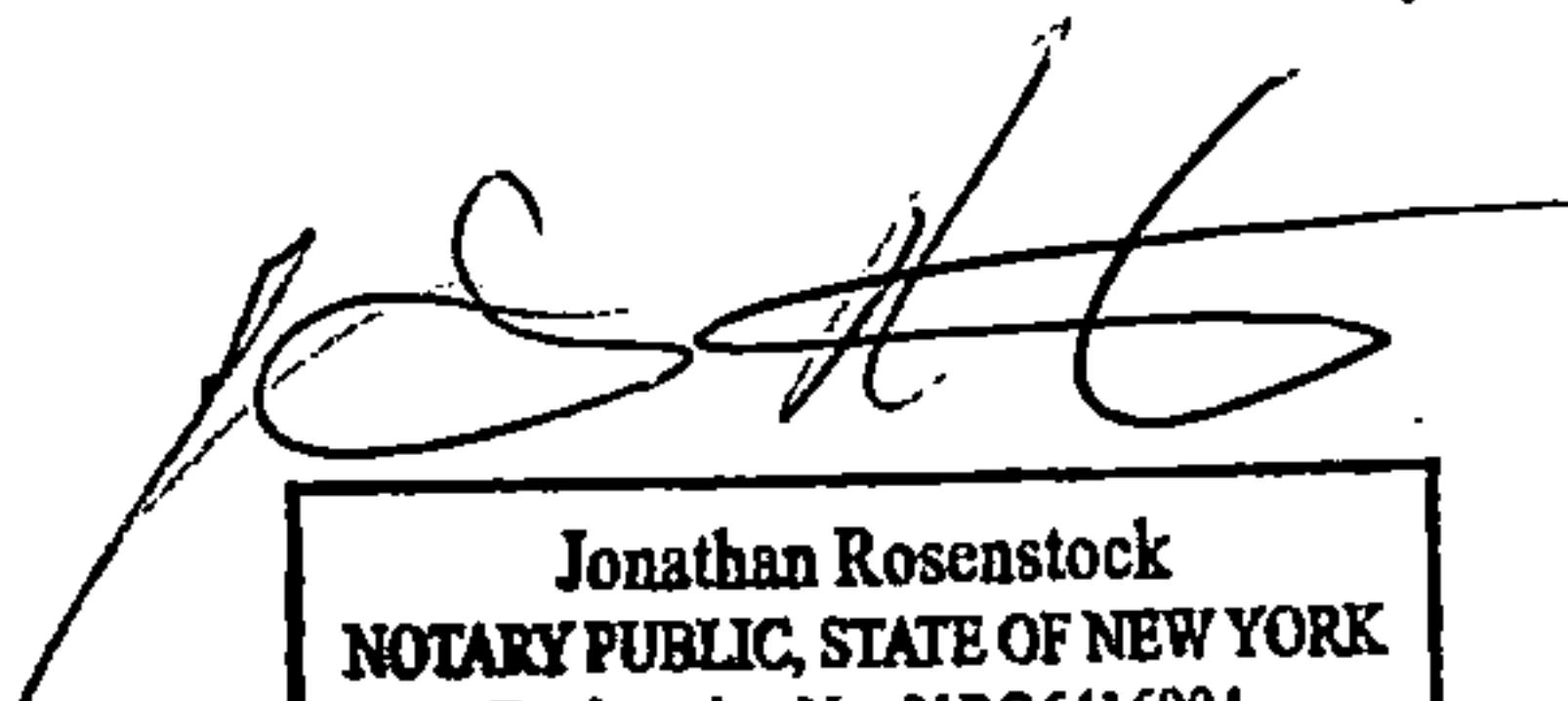
WE Inverness Owner LLC,
a Delaware limited liability company

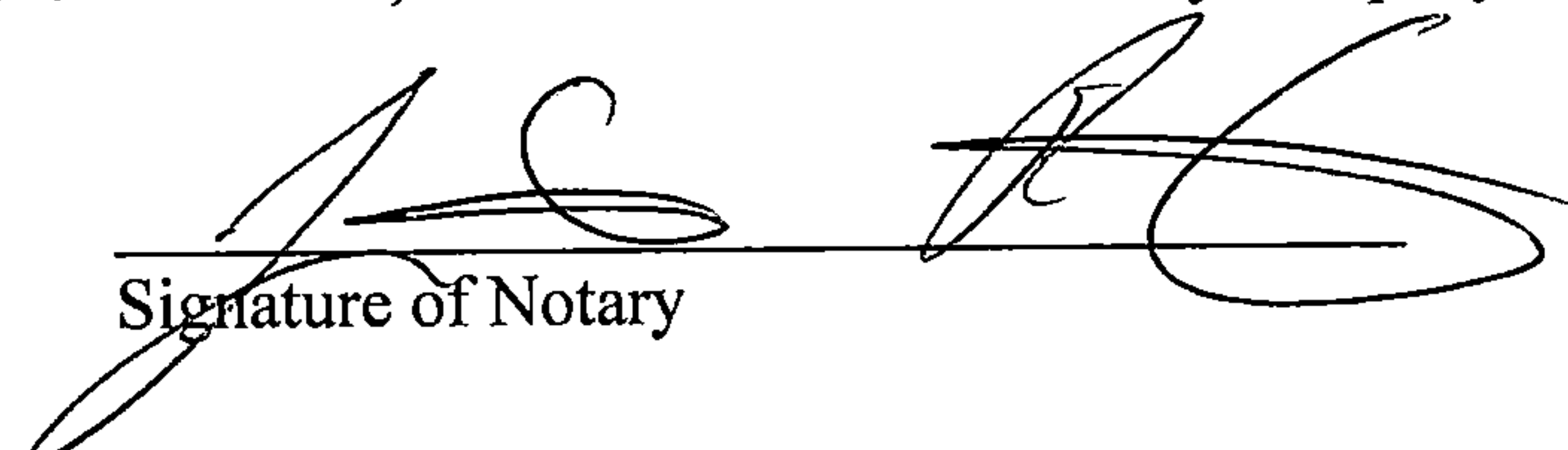
By: _____
Name: Jeffrey Weiskopf
Its: Manager

Address for Notice:
12 College Road
Monsey, New York, 10952

STATE OF NEW YORK)
) ss.
COUNTY OF ROCKLAND)

This instrument was acknowledged before me this 15 day of September, 2021, by Jeffrey Weiskopf, the Manager of WE Inverness Owner LLC, a Delaware limited liability company, on behalf of said limited liability company.


Jonathan Rosenstock
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6416904
Qualified in Rockland County
Commission Expires 4/26/2025


Signature of Notary

Title
My Commission expires: 4/26/2025

THIS INSTRUMENT WAS DRAFTED BY:

Jeb Brown
3100 Edloe Street Suite 220
Houston, TX 77027

EXHIBIT A

LEGAL DESCRIPTION OF KENLEY PARCEL

Land Located in the Counties of Shelby and Jefferson, State of Alabama, described as follows:

PARCEL I

LOT 1

Lot 1, Kenley Survey, as recorded in Map Book 24, Page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and the NW 1/4 of the NE 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 684.25 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction along the edge of the lake a distance of 1960 feet, more or less, to a point on a line lying 30 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 1165.03 feet to the Northeast corner of said 1/4-1/4 section; thence 87°54'49" to the left in a Westerly direction along the North line of said 1/4-1/4 section a distance of 1320.29 feet to the POINT OF BEGINNING.

LOT 2

Lot 2, Kenley Survey, as recorded in Map Book 24, Page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the NW 1/4 of the NE 1/4 of Section 36, and the SW 1/4 of the SE 1/4 of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in a Southerly direction along the West line of said 1/4-1/4 section a distance of 684.25 feet to the POINT OF BEGINNING; thence 90°00' to the left in an Easterly direction a distance of 266 feet, more or less, to a point on the edge of a lake; thence in a generally Southeasterly direction a distance of 1960 feet, more or less, to a point on a line lying 30.00 feet West of and parallel to the East line of said 1/4-1/4 section; thence in a Northerly direction along said line a distance of 113 feet, more or less, to a point; thence 90°00' to the right in an Easterly direction a distance of 30.00 feet to a point on the East line of said 1/4-1/4 section; thence 90°00' to the right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 150.00 feet to the Southeast corner of said 1/4-1/4 section; thence 0°02'48" to the right in a Southerly direction a distance of 313.00 feet to a point; thence 119°46'09" to the right in a Northwesterly direction a distance of 676.92 feet to a point; thence 76°15'36" to the left in a Southwesterly direction a distance of 166.93 feet to a point; thence 68°38'40" to the right in a Northwesterly direction a distance of 157.66 feet to a point; thence 80°48" to the left in a Southwesterly direction a distance of 189 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of the lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the SW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West; thence 90°00' to the right in a Northerly direction along the West line of said 1/4-1/4 section a distance of 463.17 feet to the POINT OF BEGINNING.



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PARCEL II

A 60 foot non-exclusive roadway easement for ingress and egress to East Inverness Parkway as described in the instrument recorded in Real Volume 28, Page 673 in the Probate Office of Shelby County, Alabama being situated in Shelby County, Alabama.

PARCEL III

An easement for, and the right to construct and maintain, a limited access roadway and temporary construction access, as set out in the Access Roadway Easement dated December 7, 1995 from The Water Works and Sewer Board of the City of Birmingham, a public corporation to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 1995-36410 in the Probate Office of Shelby County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Begin at the Southeast corner of the NW 1/4 of the SE 1/4 of Section 25, Township 18 South, Range 2 West and run in a Westerly direction along the South line of said 1/4-1/4 section a distance of 80.00 feet to a point; thence right in a Northeasterly direction a distance of 93 feet, more or less, to a point on the East line of said 1/4-1/4 section; said point being 50.04 feet Northerly of the Southeast corner of said 1/4-1/4 section; thence right in a Southerly direction along the East line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL IV

An easement for, and rights to construct and maintain, a dam embankment as set out in the Dam Embankment Easement dated December 7, 1995, from The Water Works and Sewer Board of the City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 9514/1348 in the Probate Office of Jefferson County, Alabama, and subject to the terms, covenants, and conditions therein, over and across the following described parcel:

Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West, and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence continue in a Northerly direction along the last stated course a distance of 558.69 feet to a point; thence 170°11'13" to the left in a Southwesterly direction a distance of 245.83 feet to a point; thence 17°21'18" to the left in a Southeasterly direction a distance of 319.22 feet to the POINT OF BEGINNING, being situated in Jefferson County, Alabama.

PARCEL V

A perpetual, nonexclusive easement for operation of the drain valve and for maintenance of the Dam Embankment as set out in the Extended Dam Embankment Easement Agreement, dated August 27, 1998 from The Water Works and Sewer Board of The City of Birmingham, a public corporation, to Crystal Tree I, a Texas Limited Partnership, recorded as Instrument No. 9811/2851 in the Probate Office of Jefferson County, Alabama, and subject to the Indemnity set out therein, over and across the following described parcel:

Commence at the Southeast corner of the SE 1/4 of the SW 1/4 of Section 25, Township 18 South, Range 2 West and run in a Northerly direction a distance of 34.86 feet to the POINT OF BEGINNING; thence 7°32'31" to the left in a Northwesterly direction a distance of 319.22 feet to a point; thence 17°21'18" to the right in a Northeasterly direction a distance of 245.83 feet to a point on the East line of said 1/4-1/4 section; thence 9°48'47" to the left in a Northerly direction along the East line of said 1/4-1/4 section a distance of 205.36 feet to a point; thence 170°11'13" to the left in a Southwesterly direction a distance of 453.52 feet to a point; thence 17°21'18" to the left in a Southeasterly direction a distance of 319.78 feet to a point; thence 82°13'41" to the left in an Easterly direction a distance of 35.32 feet to the POINT OF BEGINNING; being situated in Jefferson County, Alabama.

PARCEL VI

Embankment Access & Sewer Limit Easement

The Embankment Access Easement, a perpetual, nonexclusive, easement for vehicular and pedestrian ingress and



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egress, as set out in the Embankment Access and Sewer Line Easement Agreement by and between The Water Works and Sewer Board of the City of Birmingham and Crystal Tree I Limited Partnership, dated August 27, 1998, recorded as Instrument Number 9811/2853 in the Probate Office of Jefferson County, Alabama and Instrument Number 1998-33769 in the Probate Office of Shelby County, Alabama, subject to the terms, Indemnity, and provisions therein, said easement more particularly described as follows:

Commence at the Northwest corner of the NW 1/4 of the NE 1/4 of Section 36, Township 18 South, Range 2 West and run South along the West line of said 1/4-1/4 section a distance of 368.81 feet to a point; thence 87°59'25" to the left in an Easterly direction a distance of 213.62 feet to a point; thence 106°14'58" to the left in a Northwesterly direction a distance of 17.45 feet to the P.C. (point of curve) of a curve to the left having a radius of 400.00 feet and a central angle of 20°06'01"; thence along the arc of said curve in a Northwesterly direction a distance of 140.33 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 88.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 296.75 feet and a central angle of 31°37'25"; thence along the arc of said curve in a Northwesterly direction a distance of 163.79 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction a distance of 89.83 feet to a point; thence 87°10'23" to the left in a Westerly direction a distance of 46.78 feet to the POINT OF BEGINNING; thence continue along the last stated course a distance of 87.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 117.01 feet and a central angle of 56°19'33"; thence along the arc of said curve in a Northwesterly direction a distance of 114.93 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 62.00 feet and a central angle of 53°11'34"; thence along the arc of said curve in a Northwesterly, Northerly and Northeasterly direction a distance of 57.56 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 148.31 feet and a central angle of 23°34'46"; thence along the arc of said curve in a Northeasterly direction a distance of 61.04 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 40.03 feet to the P.C. (point of curve) of a curve to the right having a radius of 150.00 feet and a central angle of 24°17'46"; thence along the arc of said curve in a Northeasterly direction a distance of 63.61 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 70.00 feet and a central angle of 61°27'41"; thence along the arc of said curve in a Northeasterly direction a distance of 75.09 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 71.29 feet to the P.C. (point of curve) of a curve to the right having a radius of 335.00 feet and a central angle of 9°46'; thence along the arc of said curve in a Northeasterly direction a distance of 57.10 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 250.47 feet and a central angle of 22°45'53"; thence along the arc of said curve in a Northeasterly, Northerly and Northwesterly direction a distance of 99.52 feet to the POINT OF ENDING.

PARCEL VII:

Lot 3, Kenley Survey, as recorded in Map Book 24, Page 90, in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

A parcel of land situated in the N.E. 1/4 of the N.W. 1/4 and the N.W. 1/4 of the N.E. 1/4 of Section 36 and the S.W. 1/4 of the S.E. 1/4 of Section 25, both in Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the N.E. 1/4 of the N.W. 1/4 of Section 36, Township 18 South, Range 2 West and run in a Westerly direction along the North line of said 1/4-1/4 section a distance of 658.08 feet to a point; thence 91°59'05" to the left in a Southerly direction a distance of 223.32 feet to a point; thence 88°03'07" to the left in an Easterly direction a distance of 600.00 feet to a point; thence 90°00' to the right in a Southerly direction a distance of 145.81 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 63.44 feet to a point; thence 0°00'13" to the left in an Easterly direction a distance of 207.65 feet to a point; thence 107°23'05" to the left in a Northwesterly direction a distance of 33.17 feet to a point; thence 37°27' to the right in a Northeasterly direction a distance of 135.37 feet to a point; thence 89°18'30" to the right in a Southeasterly direction a distance of 119.33 feet to a point; thence 80°18' to the left in a Northeasterly direction a distance of 14 feet, more or less, to a point on the edge of a lake; thence in a generally Northwesterly direction along the edge of said lake a distance of 620 feet, more or less, to a point; thence in a Westerly direction a distance of 83 feet, more or less, to a point on the West line of the S.W. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West; thence 90°00' to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 163.54 feet to the POINT OF BEGINNING.



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PARCEL VIII:

Begin at the Southwest corner of the N.E. 1/4 of the S.E. 1/4 of Section 25, Township 18 South, Range 2 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 907.79 feet to the Southwesterly right-of-way line of Cahaba Beach Road; thence $159^{\circ}31'46''$ to the left in a Northwesterly direction along the Southwesterly right-of-way line of said road a distance of 142.98 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $20^{\circ}28'14''$ to the left in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 565.77 feet to a point; thence $90^{\circ}00'$ to the right in a Northerly direction a distance of 10.00 feet to a point on a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $90^{\circ}00'$ to the left in a Westerly direction along a line that is 60.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 150.00 feet to a point; thence $90^{\circ}00'$ to the left in a Southerly direction a distance of 10.00 feet to a point on a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section; thence $90^{\circ}00'$ to the right in a Westerly direction along a line that is 50.00 feet North of and parallel to the South line of said 1/4-1/4 section a distance of 60.00 feet to a point on the West line of said 1/4-1/4 section; thence $92^{\circ}12'30''$ to the left in a Southerly direction along the West line of said 1/4-1/4 section a distance of 50.04 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.



EXHIBIT B

LEGAL DESCRIPTION OF INVERNESS PARCEL

PARCEL ONE:

Begin at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run in a Westerly direction along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 36 a distance of 13.95 feet to a point on the Southeasterly line of a 60 foot ingress-egress easement; said easement recorded in Real Volume 13, page 426 and Real Volume 28, page 673, in the Probate Office of Shelby County, Alabama; thence a deflection angle right of 95°39'07" and run in a Northeasterly direction along said Southeasterly line of 60 foot ingress-egress easement a distance of 44.18 feet to the point of curve of a curve to the right, said curve having a radius of 850.67 feet and a central angle of 12°57'23"; thence continue in a Northeasterly direction along said curve and Southeasterly line of said 60 foot ingress-egress easement an arc distance of 192.36 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along tangent 570.51 feet to the point of curve of a curve to the left, said curve having a radius of 272.04 feet and a central angle of 36°03'00"; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and the most Easterly line of said 60 foot ingress-egress easement an arc distance of 171.17 feet to a point of reverse curve of a curve to the right, said curve having a radius of 202.35 feet and a central angle of 37°27'00"; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and the most Easterly line of said 60 foot ingress-egress easement an arc distance of 132.26 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along said tangent 55.49 feet to a point; thence an interior angle of 90°40'30" and run to the right, leaving the Northeasterly line of said 60 foot ingress-egress easement and running in a Southeasterly direction 90.63 feet to a point; thence an interior angle of 260°18'00" and run to the left in a Northeasterly direction 204.08 feet to a point; thence an interior angle of 99°12'00" and run to the right in a Southeasterly direction 265.33 feet to a point; thence an interior angle of 197°25'00" and run to the left in a Southeasterly direction 77.06 feet to a point; thence an interior angle of 174°49'00" and run to the right in a Southeasterly direction 65.07 feet to a point; thence an interior angle of 128°57'00" and run to the right in a Southeasterly direction 94.44 feet to a point; thence an interior angle of 136°04'00" and run to the right in a Southwesterly direction 132.54 feet to a point; thence an interior angle of 161°29'00" and run to the right in a Southwesterly direction 230.34 feet to a point; thence an interior angle of 173°05'00" and run to the right in a Southwesterly direction 142.56 feet to a point; thence an interior angle of 265°30'00" and run to the left in a Southeasterly direction 251.21 feet to a point; thence an interior angle of 226°22'00" and run to the right in a Southerly direction 420.00 feet to point; thence an interior angle of 88°53'00" and run to the right in a Westerly direction 271.66 feet to a point; thence an interior angle of 271°07'00" and run to the left in a Southerly direction 60.01 feet to a point on the South line of said Northwest 1/4 of Northeast 1/4 of said Section 36; thence an interior angle of 88°53'00" and run to the right along said South line of said 1/4 1/4 Section 548.37 feet to the Point of Beginning.

AND:

Beginning at the S.E. Corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, run North along the East boundary of said 1/4 - 1/4 a distance of 83.35 feet; thence right 45 deg. 06 min. a distance of 63.10 feet; thence left 49 deg. 11 min. 30 sec. a distance of 170.55 feet; thence left 155 deg. 14 min. along the centerline of a road easement having a width of 30 feet on each side of the center line, a distance of 61.00 feet to the point of tangency of curve to the left; thence left along the arc of the curve having a radius of 880.67 feet, a distance of 199.15 feet through an angle of 12 deg, 57 min. 23 sec.; thence continue along the projected tangent to the aforementioned curve a distance of 47.12 feet to the South boundary of said 1/4 - 1/4 Section; thence left 95 deg. 39 min. 01 sec. along said South boundary a distance of 44.10 feet to the point of beginning.

PARCEL TWO:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30 feet on each side of centerline described as follows:

From the SE corner of the NE 1/4 of the NW 1/4, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South Boundary of said 1/4 - 1/4 a distance of 44.10 feet to the Point of Beginning; thence 30 feet each side of a line described as:

From the said 1/4 - 1/4 line, turn an angle of the right of 95°39'07" and go 47.13 feet; thence right along the arc of a curve with a radius of 850.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement; said easement being originally created by instrument recorded in Real Record 13, page 426 in the Probate Office of Shelby County, Alabama.

PARCEL THREE:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width described as follows:

From the NW corner of the NW 1/4 of the NE 1/4, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said 1/4 - 1/4 a distance of 370.01 feet; thence left 88°01'30" a distance of 212.71 feet to the Point of Beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left 97°53'56" to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet; said easement being originally created by instrument recorded in Real 28, page 673 in the Probate Office of Shelby County, Alabama.

TOGETHER with those certain easements which benefit the property being insured herein, more particularly described in: Real 361, Page 805; Real 361, Page 819; Real 140, page 380, as amended in Real 172, Page 787; Real 140, Page 367 as amended in Real 172, Page 794; Real 164, Page 422; Real 164, Page 465 and Real 172, Page 812, in the Probate Office of Shelby County, Alabama.

PARCEL FOUR:

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4 - 1/4 Section turn an angle to the left of 68°16'22" and run in a Northwesterly direction a distance of 104.15 feet to a point; thence turn an interior angle of 203°16'04" and run to the left in a Westerly direction a distance of 66.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Northerly direction a distance of 70.00 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in a Westerly direction a distance of 7.5 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Northerly direction a distance of 6.0 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in an Easterly direction a distance of 7.5 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in a Northerly direction a distance of 56.00 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in a Westerly direction a distance of 10.0 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Northerly direction a distance of 12.70 feet to a point; thence turn an interior angle of 253°37'30" and run to the left in a Westerly direction a distance of 327.05 feet to a point; thence turn an interior angle of 103°30' 15" and run to the right in a Northerly direction a distance of 230.00 feet to a point; thence turn an interior angle of 226°21 '56" and run to the left in a Northwesterly direction a distance of 251.21 feet to a point; thence turn an interior angle of 94°29' 04" and run to the right in a Northeasterly direction a distance of 142.56 feet to a point; thence turn an interior angle of 186°55'00" and run to the left in a Northeasterly direction a distance of 230.34 feet to a point; thence turn an interior angle of 198°31 '00" and run to the right in a Northeasterly direction a distance of 132.54 feet to a point; thence turn an interior angle of 223°56'00" and run to the left in a Northwesterly direction a distance of 94.44 feet to a point; thence turn an interior angle of 231°03 '00" and run to the left in a Northwesterly direction a distance of 65.07 feet to a point; thence turn an interior angle of 185°11 '00" and run to the left in a Westerly direction a distance of 77.06 feet to a point; thence turn an interior angle of 162°35'00" and run to the right in a Northwesterly direction a distance of 107.00 feet to a point; thence turn an interior angle of 70°49'13" and run to the right in a Northeasterly direction a distance of 164.21 feet to a point; thence turn an interior angle of



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101°45'33" and run to the right in a Southeasterly direction a distance of 676.55 feet to a point on the East line of the Northwest 1/4 of the Northeast 1/4 of Section 36; thence turn an interior angle of 119°43'03" and run to the right in a Southerly direction along the East line of said 1/4 - 1/4 Section a distance of 1029.58 feet to the point of beginning.

TOGETHER with all rights, title and interest of Borrower in and to those certain rights contained in those certain Easements recorded in: Real Volume 140, Page 380, amended by Real Volume 172, Page 787; Real Volume 164, Page 433; Real Volume 140, Page 401 as amended by Real Volume 172, Page 801; Real Volume 164, Page 382 as amended by Real Volume 172, Page 807; Real Volume 164, Page 375 and Real Volume 164, page 408, in the Probate Office of Shelby County, Alabama.

PARCEL FIVE:

A part of land situated in the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and from the East line of said 1/4 - 1/4 Section, turn an angle of 50°21'41" to the right and run in a Southwesterly direction a distance of 447.65 feet to a point; thence turn an interior angle of 107°32'48" and run to the right in a Northwesterly direction a distance of 581.40 feet to a point; thence turn an interior angle of 30°08'54" and run to the right in an Easterly direction a distance of 64.47 feet to a point; thence turn an interior angle of 271°22'10" and run to the left in a Northerly direction a distance of 60.02 feet to a point; thence turn an interior angle of 88°50'58" and run to the right in an Easterly direction a distance of 270.67 feet to a point; thence turn an interior angle of 271°07'03" and run to the left in a Northerly direction a distance of 190.00 feet to a point; thence turn an interior angle of 76°29'45" and run to the right in a Southeasterly direction a distance of 327.05 feet to a point; thence turn an interior angle of 106°22'30" and run to the right in a Southerly direction a distance of 12.70 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in an Easterly direction a distance of 10.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Southerly direction a distance of 56.00 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Westerly direction a distance of 7.50 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in a Southerly direction a distance of 6.00 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in an Easterly direction a distance of 7.50 feet to a point; thence turn an interior angle of 90°00'00" and run to the right in a Southerly direction a distance of 70.00 feet to a point; thence turn an interior angle of 270°00'00" and run to the left in an Easterly direction a distance of 66.00 feet to a point; thence turn an interior angle of 156°43'56" and run to the right in a Southeasterly direction a distance of 104.15 feet to the Point of Beginning.

TOGETHER with those certain rights, easements, and privileges for the benefit of the above described parcel of land created by the following described instruments recorded in the Office of the Judge of Probate of Shelby County, Alabama, to-wit:

a) Sanitary Sewer Easement recorded in Real Volume 140, Page 391, refined in Real Volume 164, page 398, in the Probate Office of Shelby County, Alabama. b) Sanitary Sewer Easement recorded in Real 164, Page 382 and amended by Real Volume 172, page 807, in the Probate Office of Shelby County, Alabama. c) Sanitary Sewer Easement recorded in Real Volume 164, Page 450, in the Probate Office of Shelby County, Alabama. d) General Utilities Easement recorded in Real Volume 172, Page 812 and Real Volume 164, Page 408, in the Probate Office of Shelby County, Alabama. e) Easement for Ingress and Egress recorded in Real Volume 140, Page 367, refilled in Real Volume 164, Page 465 and amended by Real Volume 172, Page 794, in the Probate Office of Shelby County, Alabama. f) Easement for ingress and egress recorded in Real Volume 164, Page 423, in the Probate Office of Shelby County, Alabama. g) Grant of Easement recorded in Real 172, Page 821, in the Probate Office of Shelby County, Alabama.

PARCEL SIX:

A TRACT OF LAND BEING A PART OF LOTS 1 AND 2, ACCORDING TO THE SURVEY OF HEATHERBROOKE OFFICE PARK RESURVEY, AS RECORDED IN MAP BOOK 23, PAGE 46, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



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BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE S49°49'31"W 447.65' ALONG THE SOUTHEAST LINE OF SAID SURVEY TO A POINT, THENCE S49°49'31"W 382.12' TO A POINT, THENCE S50°07'48"W 164.51' TO A POINT, THENCE S50°07'48"W 335.00' TO A FOUND IRON PIN, THENCE N52°03'57"W 113.00' TO A POINT, THENCE N10°09'58"E 335.81' TO A POINT ON THE SOUTH RIGHT OF WAY OF HEATHERBROOKE PARKWAY, THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 530.00', AN ARC LENGTH OF 664.43', AND A CHORD BEARING AND DISTANCE OF N65°56'01"E 621.77', THENCE LEAVING SAID SOUTH RIGHT OF WAY N57°43'17"W 60.05' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HEATHERBROOKE PARKWAY, THENCE ALONG SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 470.00', AN ARC LENGTH OF 492.09', AND A CHORD BEARING AND DISTANCE OF S59°43'30"W 469.92', THENCE N37°15'55"W 205.51' TO A POINT, THENCE N18°28'08"E 284.68' TO A POINT, THENCE S87°52'11"E 136.89' TO A FOUND IRON PIN, THENCE S87°52'11"E 64.25' TO A FOUND IRON PIN, THENCE N00°45'39"E 60.02' TO A FOUND IRON PIN, THENCE S88°05'22"E 270.87' TO A POINT, THENCE N00°47'38"E 190.00' TO A POINT, THENCE S75°35'43"E 325.10' TO A POINT, THENCE S02°04'37"E 12.70' TO A POINT, THENCE N87°55'23"E 10.00' TO A POINT, THENCE S03°57'37"E 56.00' TO A POINT, THENCE S86°02'23"W 7.50' TO A POINT, THENCE S03°57'37"E 6.00' TO A FOUND IRON PIN, THENCE N86°02'23"E 7.50' TO A POINT, THENCE S02°04'37"E 70.00' TO A FOUND IRON PIN, THENCE N87°55'23"E 66.00' TO A POINT, THENCE S68°48'32"E 104.15' TO A FOUND IRON PIN MARKING THE POINT OF BEGINNING.

Together with rights title and/or interest in and to that certain Roadway, Slope and Signage Easement recorded in Instrument 1996-974, in the Probate Office of Shelby County, Alabama.

Together with rights title and/or interest in and to that certain Signage Easement recorded in Instrument 20040929000539130, in the Probate Office of Shelby County, Alabama.

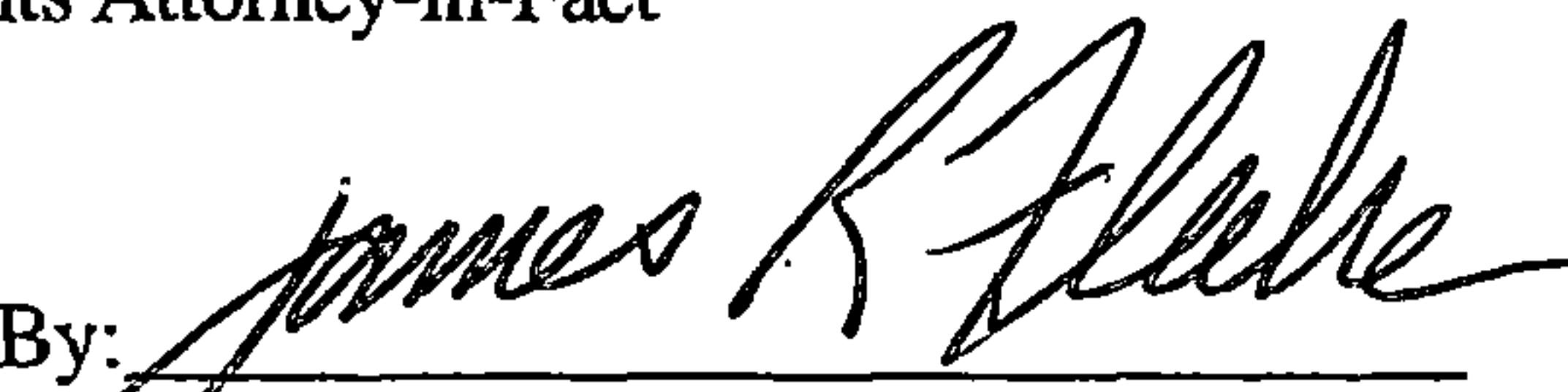
LENDER'S CONSENT

The undersigned, Fannie Mae, a corporation formed and existing under the laws of the United States of America ("Lender"), the owner and holder of that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by WE Inverness Owner LLC, a Delaware limited liability company, and Post Inverness Owner LLC, a Delaware limited liability company, as tenants in common, as mortgagor (together, "Borrower"), to Capital One Multifamily Finance, LLC, a Delaware limited liability company, as mortgagee ("Security Instrument"), dated June 18, 2018, recorded June 18, 2018, in the Official Records of Shelby County, Alabama, as Document No 20180620000220270, and pursuant to that certain Assignment of Security Instrument from Capital One Multifamily Finance, LLC to Fannie Mae, dated June 18, 2018, recorded as Document No. 20180620000220280, Official Records of Probate Court of Shelby County, Alabama, hereby consents to the foregoing Amendment to Grant of Easement (the "Easement Agreement") and acknowledges that its rights under the Security Instrument shall be subject to and benefit from the terms of the foregoing instrument. By consenting to the Easement Agreement, Fannie Mae, together with its successors or assigns or nominees, does not undertake or assume any of the obligations or responsibilities of Borrower, but agrees to be bound by any grants, waivers and restrictions therein contained as if such Easement Agreement had been recorded prior to the recordation of the Security Instrument. In addition, Fannie Mae, together with its successors or assigns or nominees, shall not: (a) be liable for any act or omission of Borrower relating to the Easement Agreement, or (b) be subject to liability to any person for any breach of the Easement Agreement; or (c) be bound by any amendment or modification to the Easement Agreement made without its prior written consent.

Dated: Nov. 24, 2020.

FANNIE MAE

By: Capital One, National Association,
a national banking association,
its Attorney-in-Fact

By: 
Name: James R. Flake



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Title: Senior Vice President, Asset
Management

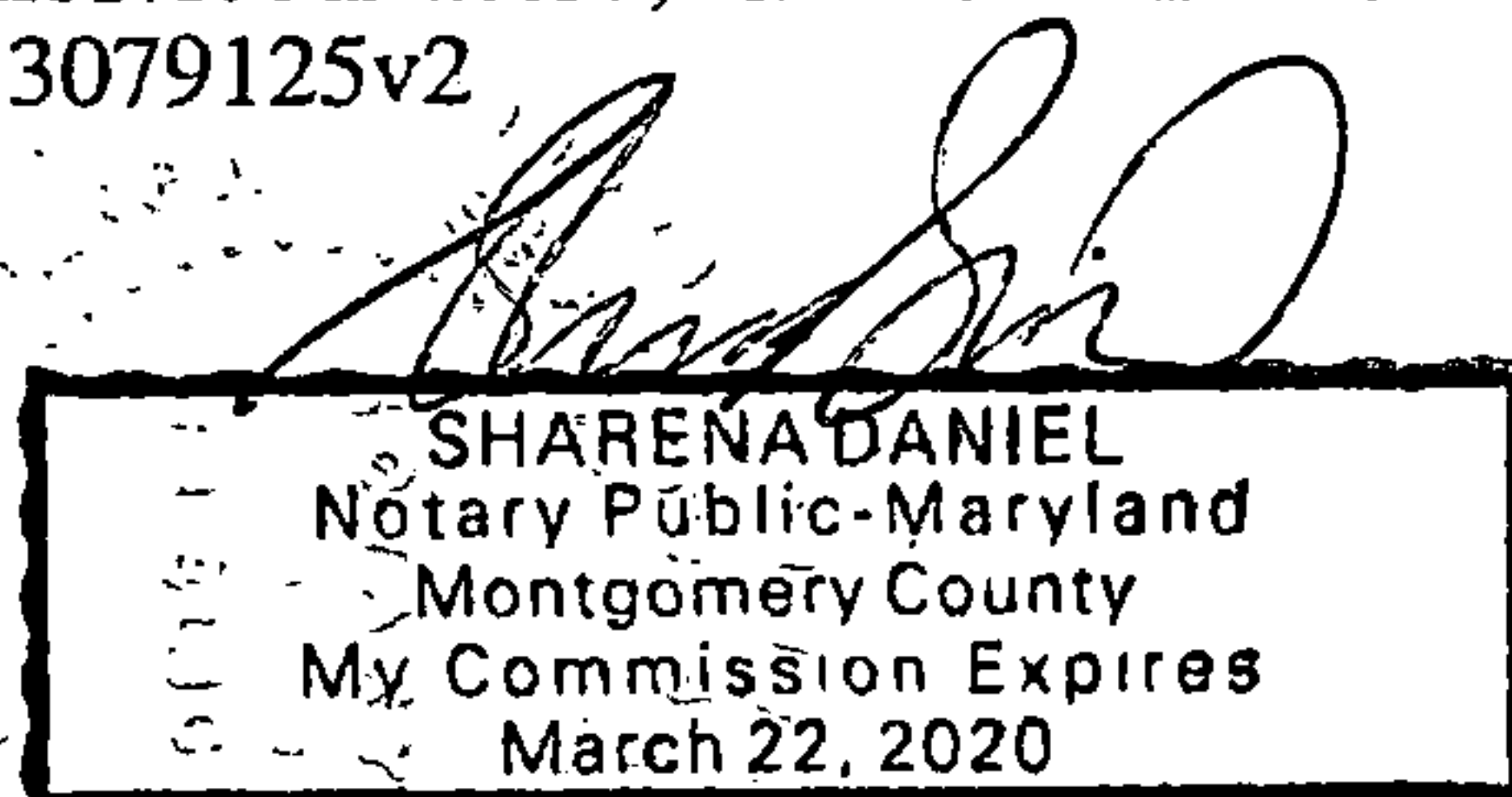
STATE/COMMONWEALTH OF MARYLAND)

) ss.

COUNTY OF MONTGOMERY)

On this 24th day of NOVEMBER in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES R. FLAKE** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

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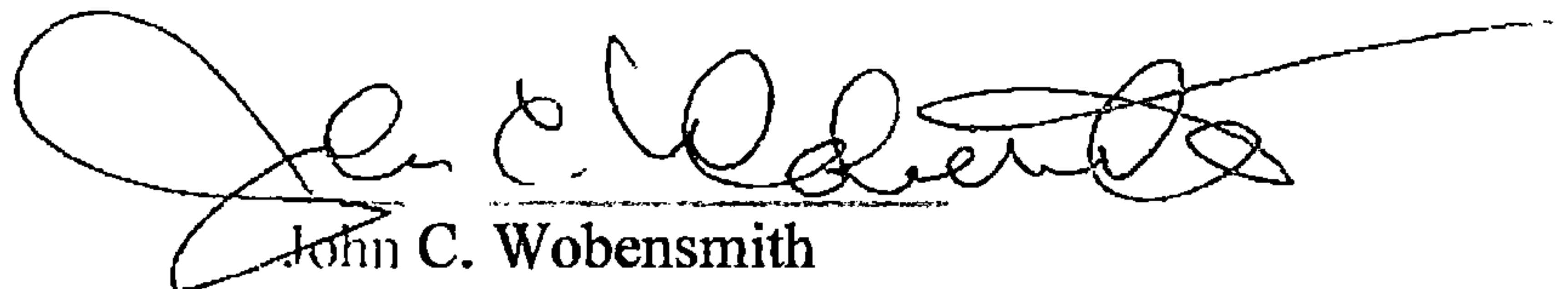
OFFICE OF THE SECRETARY OF STATE

NOTICE

This notice is given by the Secretary of State acting pursuant to the Proclamation of Governor Lawrence J. Hogan, Jr. (the "Governor") dated March 5, 2020 proclaiming a state of emergency and a catastrophic health emergency related to COVID-19, as it may be amended or renewed from time to time, and the Order of the Governor dated March 12, 2020 entitled "Extending Certain Licenses, Permits, Registrations, and Other Governmental Authorizations, and Authorizing Suspension of Legal Time Requirements", as it may be amended from time to time, after finding that the action(s) described herein will not endanger the public health, welfare, or safety.

The four year statutory term of a notary public set forth in Section 18-103(c)(1) of the State Government Article, Maryland Annotated Code shall be extended for all notaries public with an active notary commission. Furthermore, the notice and timing requirements set forth in Section 18-103(d), (e)(6) of the State Government Article, Annotated Code of Maryland are suspended. Any effect of Title 18 of the State Government Article, Annotated Code of Maryland inconsistent with the foregoing is hereby suspended.

Effective immediately and signed on this 20th day of March, 2020, this Notice shall remain in effect until 30 days after the state of emergency has been terminated and the proclamation of the catastrophic health emergency has been rescinded.



John C. Wobensmith
Secretary of State

LENDER'S CONSENT

The undersigned, Citibank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-K101 (“**Lender**”), the owner and holder of that certain Multifamily Mortgage, Assignment of Rents and Security Agreement by GWR Kenley, LLC, a Delaware limited liability company (“**Borrower**”), as mortgagor, to Holliday Fenoglio Fowler, L.P., a Texas limited partnership, as mortgagee, dated as of August 30, 2019, recorded August 30, 2019, in the Official Records of Shelby County, Alabama, as Document No. 20190830000322640, and in the Official Records of Jefferson County, Alabama, as Document No. 2019090789, as assigned by that certain Assignment of Security Instrument from Holliday Fenoglio Fowler, L.P. to Federal Home Loan Mortgage Corporation, dated as of August 30, 2019, recorded August 30, 2019, in the Official Records of Shelby County, Alabama, as Document No. 20190830000322650, and in the Official Records of Jefferson County, Alabama, as Document No. 2019090790 (collectively, “**Security Instrument**”), pursuant to that certain Assignment of Multifamily Mortgage, Assignment of Rents and Security Agreement from Federal Home Loan Mortgage Corporation to Lender, dated to be effective as of November 26, 2019, recorded December 2, 2019, in the Official Records of Shelby County, Alabama, as Document No. 20191202000445310, and in the Official Records of Jefferson County, Alabama, as Document No. 2019124900, hereby consents to the foregoing Amendment to Grant of Easement (“**Amendment**”) and acknowledges that its rights under the Security Instrument shall be subject to and benefit from the terms of the foregoing instrument. By consenting to the Amendment, Lender, together with its successors, assigns, and nominees, does not undertake or assume any of the obligations or responsibilities of Borrower thereunder, but agrees to be bound by any grants, waivers, and restrictions therein contained as if such Amendment had been recorded



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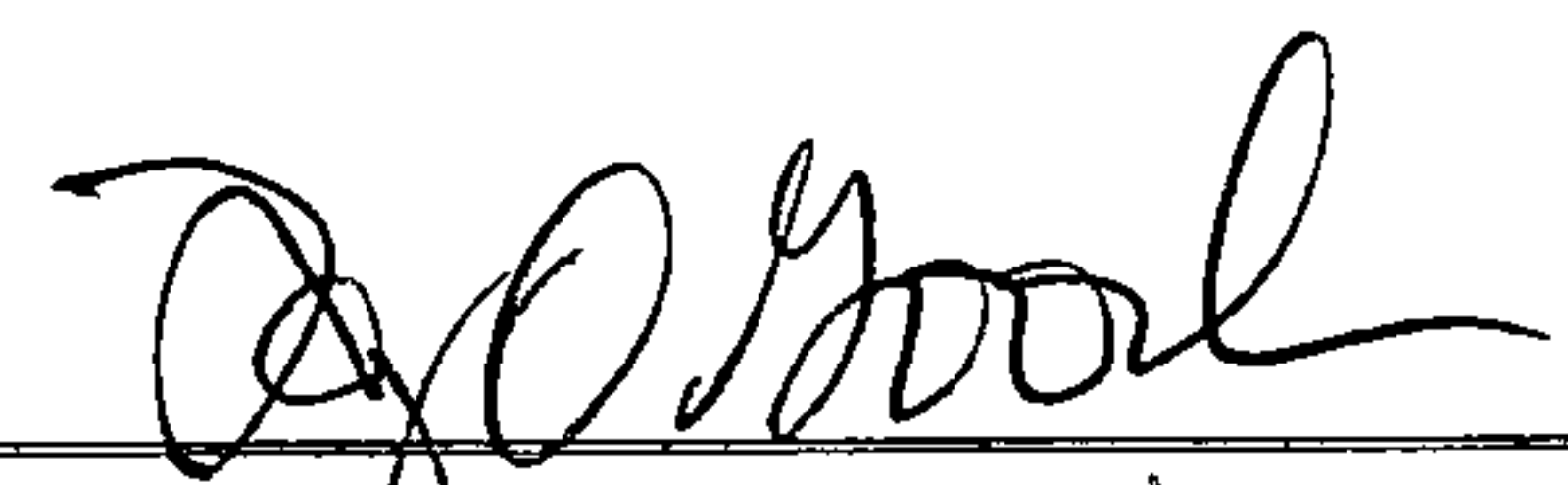
prior to the recordation of the Security Instrument. In addition, Lender, together with its successors, assigns, and nominees, shall not: (a) be liable for any act or omission of Borrower relating to the Amendment, (b) be subject to liability to any person for any breach of the Amendment, or (c) be bound by any subsequent amendment or modification made without Lender's prior written consent.

Dated: March 25, 2021.

Citibank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-K101

By: KeyBank National Association, as Master Servicer pursuant to that certain Pooling and Servicing Agreement dated as of November 1, 2019

By: JLL Real Estate Capital, LLC, a Delaware limited liability company, f/k/a Holliday Fenoglio Fowler, L.P., a Texas limited partnership, as Subservicer pursuant to that certain Subservicing Agreement dated as of November 1, 2019

By: 
Name: Nancy O. Goodson
Title: Executive Vice President

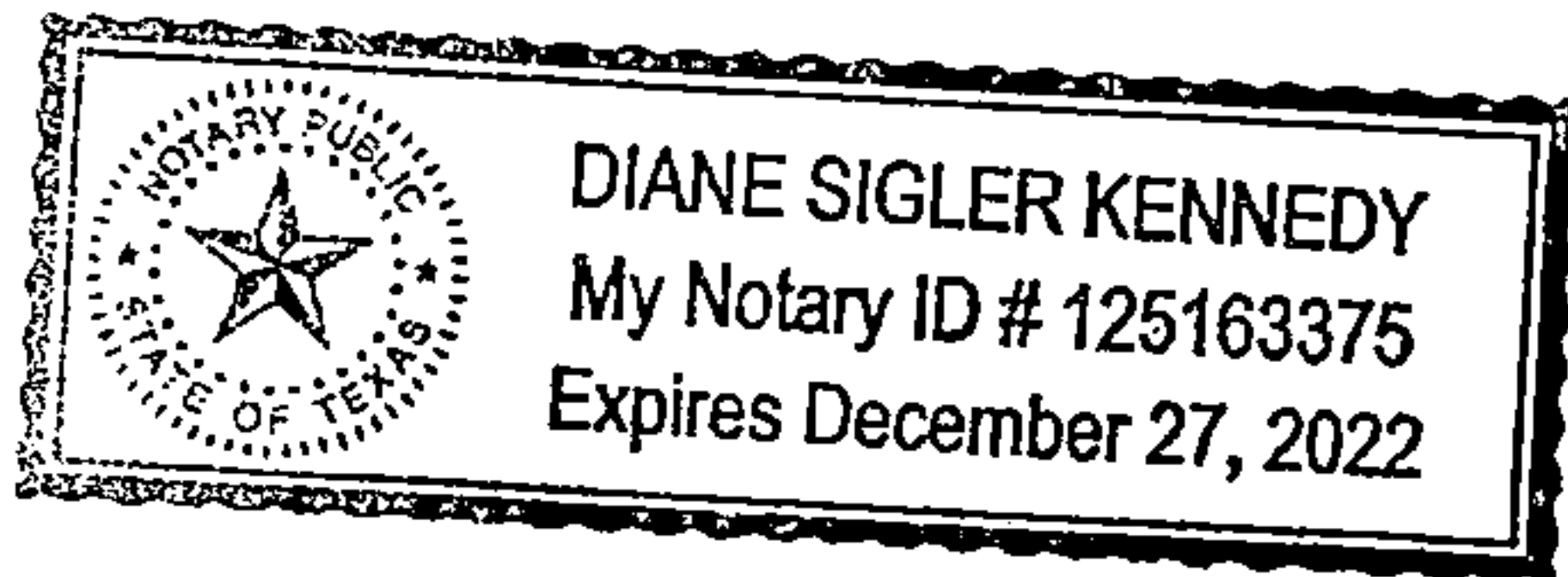
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STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

This instrument was acknowledged before me this 25th day of March, 2021, by Nancy O. Goodson, the Executive Vice President of JLL Real Estate Capital, LLC, a Delaware limited liability company, as Subservicer for KeyBank National Association, as Master Servicer for Citibank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2019-K101, on behalf of the said national association.



Diane Sigler Kennedy
Signature of Person Taking Acknowledgment
Diane Sigler Kennedy, Notary Public
Title or Rank