

Prepared by and return to:
Reed Smith LLP
225 Fifth Avenue
Pittsburgh, PA 15222
Attention: Victoria Becker



20211027000520490 1/9 \$47.00
Shelby Cnty Judge of Probate, AL
10/27/2021 10:20:58 AM FILED/CERT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 20th day of October, 2021 (the "Effective Date") by and between EBSCO INDUSTRIES, INC., a Delaware corporation, whose address is 1 Mt Laurel Avenue, Suite 200, Birmingham, Alabama 35242 ("Grantor") and SCF RC FUNDING IV LLC, a Delaware limited liability company, whose address is 902 Carnegie Center Blvd., Suite 520, Princeton, NJ 08540 ("Grantee"). The Grantor and Grantee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. Grantor is the fee simple owner of that certain real property located in City of Hoover, Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the fee simple owner of that certain real property contiguous to the Grantor Property and described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantor has agreed to grant for the benefit of the Grantee Property two (2) temporary construction easements on, over, under and portions of the Grantor Property described on Exhibit "C-1" and depicted on Exhibit "C-2" both attached hereto and incorporated herein by reference (the "Easement Areas") in connection with construction of certain facilities and improvements on the Grantee Property (the "Improvements").

WITNESSETH:

NOW THEREFORE, in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants to Grantee, its employees, tenants, agents, licensees, contractors, consultants, subcontractors, and invitees a temporary easement (the "Easement") on, over, under and across the Easement Areas as reasonably necessary for all construction activities associated with construction of the Improvements and all rights incidental thereto, including the staging and storage of materials and equipment and vehicular and pedestrian ingress and egress over the Easement Areas.

3. Duration of Easement. The Easement shall automatically expire and terminate upon the earlier of (a) Grantee's completion of the construction of the Improvements, or (b) February 28, 2023, unless sooner terminated or extended by a written amendment hereto executed by Grantor and Grantee and recorded in the appropriate public records. Upon the expiration or termination of the



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Easement, this Agreement shall be deemed null and void and of no further force or effect and the parties hereto shall be relieved of any further rights and obligations hereunder.

4. Grantee's Use and Operation of Easement Areas. Grantee shall at all times maintain the Easement Areas in a neat and orderly state, free from rubbish and in good condition and repair. Grantee's use and operation of the Easement Areas shall at all times be in compliance with all applicable laws, codes, rules, and regulations. Grantee shall take all reasonable steps to minimize any damage to the Easement Areas, or disruption of Grantor's use, operation, and enjoyment of the Grantor Property, as a result of Grantee's activities pursuant to this Agreement. Upon the expiration or termination of the Easement, Grantee, at Grantee's sole cost and expense, shall repair and restore any portions of the Easement Areas or Grantor Property damaged or disturbed by such activities to substantially the condition as they existed prior to such damage or disturbance.

5. Rights Reserved by Grantor. Notwithstanding any contrary provision of this Agreement, Grantor reserves for itself the right to use Easement Areas for any purpose not inconsistent with this Agreement, provided that such use shall not interfere with any of the rights granted to Grantee pursuant to this Agreement.

6. Further Cooperation. Grantor agrees to reasonably cooperate with Grantee in connection with Grantee's exercise and enjoyment of the easement rights granted to Grantee by this Agreement.

7. Intentionally Omitted.

8. Running of Benefits and Burdens; Binding Effect. The easements, benefits, burdens and all other provisions of this Agreement shall run with the lands subject to this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties, their heirs, successors and assigns, and the terms "Grantor" and "Grantee" as used herein shall include within their meaning all such persons and entities.

9. No Joint Venture, Partnership or Agency. Nothing contained in this Agreement is intended or shall be construed to (a) create any joint venture, partnership or agency relationship between the Parties, or (b) render any Party liable for the debts or obligations or any other Party.

10. No Dedication or Public Rights. Nothing contained in this Agreement is intended or shall be construed to be a dedication of or grant of easement regarding any of the lands or facilities that are subject of this Agreement or create any rights in favor of the general public.

11. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, by overnight courier (with confirmation of delivery), or by commercial messenger service (with confirmation of delivery), to the address of the Party set forth above. All notices be deemed given (a) three (3) business days after deposit in the mail, if sent by certified mail, return receipt requested, or (b) when actually delivered (as stated in the confirmation of delivery), if sent by overnight courier or by commercial messenger service.

12. Remedies; Attorneys' Fees and Costs. In the event of the breach or threatened breach of any covenants, agreements, representations, warranties, terms or conditions of this Agreement, each Party may seek any and all remedies provided under this Agreement, at law or in equity, including, without limitation, specific performance and injunctive relief. The prevailing Party in any action to enforce the terms and conditions of this Agreement shall be entitled to recover from the other Party its



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reasonable attorneys' fees and court costs, whether incurred prior to trial, at trial, on appeal or in any bankruptcy proceedings.

13. Miscellaneous Provisions. Time of the Essence. Time is of the essence in the performance of each and every one of the obligations of the Parties under this Agreement. **Authority.** Each of the Parties represents and warrants that (a) such Party has the authority to execute and perform its obligations under this Agreement, (b) the individual signing on behalf of such Party is duly authorized to sign this Agreement on behalf of such Party, and (c) upon execution and delivery of this Agreement by such individual, this Agreement shall constitute the binding and enforceable obligation of such Party. **Counterparts.** This Agreement may be executed in one or more separate counterparts, all of which together shall constitute one and the same instrument. **Waiver.** No waiver of any condition, breach, or default hereunder shall be valid unless contained in a writing referring to this Agreement and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any other condition or any subsequent breach or default of the same or similar nature. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court or other judicial body, the balance of such provision and the remainder of this Agreement shall remain enforceable and in full force and effect to the fullest extent permitted by law. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and oral understandings of the Parties regarding the same. **Modification or Amendment.** This Agreement may be amended or modified only with the written consent of Grantor and Grantee in an instrument duly recorded in the public records of the county in which the Easement Areas are located. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Easement Areas are located. **Certain Terms and References; Interpretation.** Any exhibits and schedules referred to in this Agreement are hereby incorporated herein and shall constitute an integral part of this Agreement for all purposes. All references herein to the "Agreement", and the words "herein", "hereof", "hereto", "hereunder" and words of similar import when used in this Agreement, shall be deemed to refer to this Agreement and all exhibits and schedules to this Agreement. Any capitalized term used in any exhibit or schedule to this Agreement but not otherwise defined therein shall have such meaning attributed to such term in this Agreement. Any headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. References to or the use of the masculine, feminine or neuter gender forms shall be deemed to include each gender form. Words in the singular include the plural and words in the plural include the singular. The word "including" or any variations thereof shall be deemed to be followed by the words "without limitation." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "will" and "shall" are mandatory and "may" is permissive. The Parties have participated jointly in the negotiation and drafting of this Agreement, and no rule of strict construction or presumption requiring construction or interpretation against a particular Party may be applied against any Party.

[Remainder of this page intentionally left blank. Signatures begin on following page.]



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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

Grantor:

EBSCO INDUSTRIES, INC., a Delaware corporation

Sign: Phyllis Rudloff
Print Name: Phyllis Rudloff

By: Brooks Knapp
Print Name: Brooks Knapp
Title: Its Vice President

Sign: Wendy Jacks
Print Name: Wendy Jacks

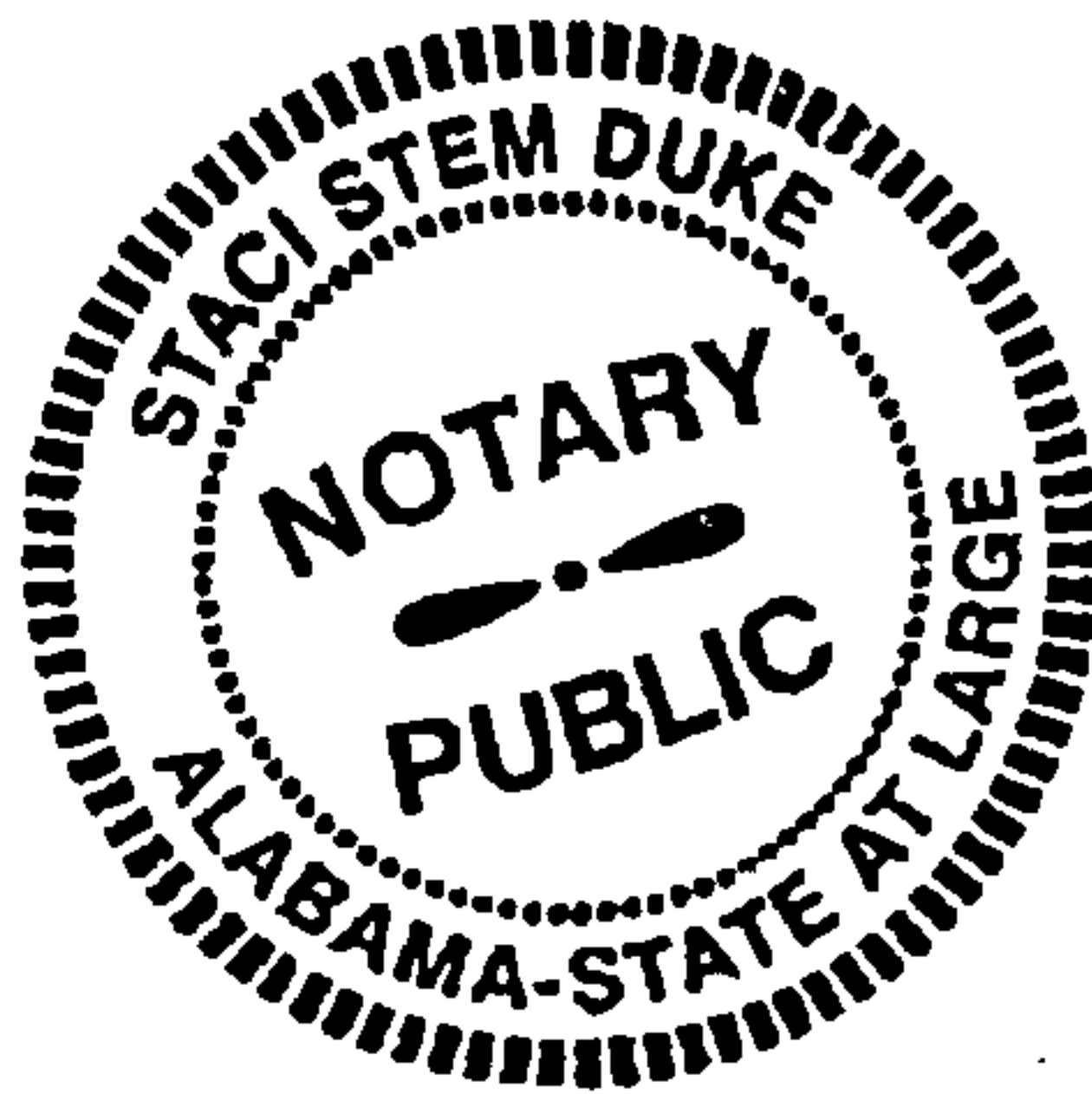
STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned 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 this instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of aforesaid corporation.

Staci Stem Duke
Print Name: Staci Stem Duke
Notary Public, State and County aforesaid
Commission No.: _____
My commission expires: 9/6/2023

(notary seal)





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Signed, sealed and delivered in
the presence of:

Sign: [Signature]
Print Name: Naureen Sheikh

Sign: [Signature]
Print Name: Justin Swercheck

Grantee:

SCF RC FUNDING IV LLC,
a Delaware limited liability company

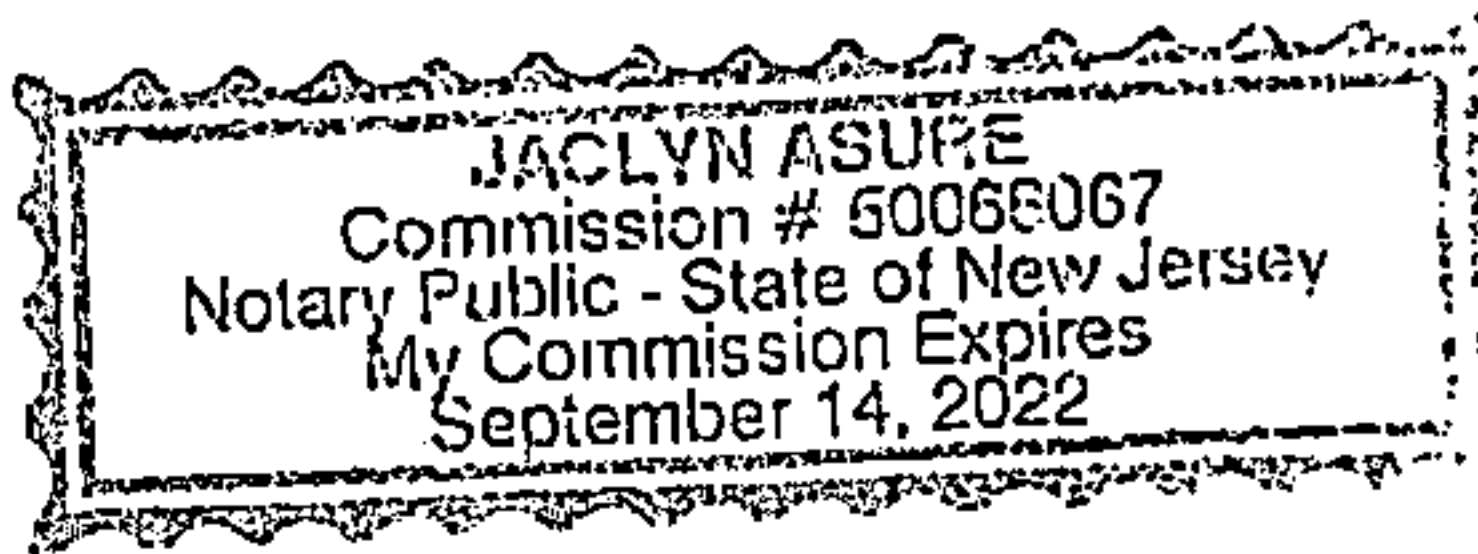
By: Essential Properties, L.P., a Delaware limited
partnership, its Manager

By: Essential Properties OP G.P., LLC a Delaware
limited liability company, its General Partner

By: [Signature]
Print Name: Peter M. Mavoides
Title: President & CEO

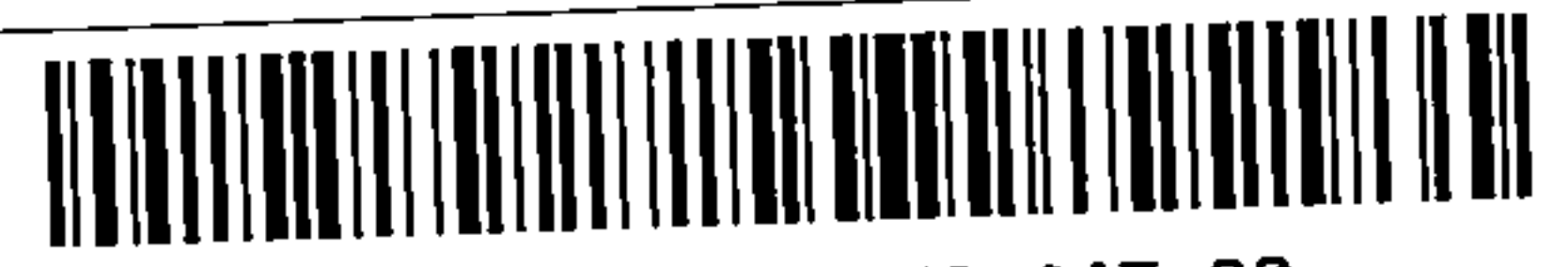
STATE OF New Jersey
COUNTY OF Mercer

Peter Mavoides, the undersigned Notary Public in and for said County, in said State, hereby certify that
Peter Mavoides, whose name as President of Essential
Properties OP G.P., LLC, General Partner of Essential Properties, L.P., the Manager of SCF RC Funding IV
LLC, a Delaware 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 this instrument, he/she as
such officer and with full authority, executed the same voluntarily for and as the act of aforesaid
company.



(notary seal)

[Signature]
Print Name: Jaclyn A Sure
Notary Public, State and County aforesaid
Commission No.: _____
My commission expires: _____



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EXHIBIT "A"

Grantor Property

Lot 10, Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48, in the Probate Office of Shelby County, Alabama

EXHIBIT "B"
Grantee Property



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Lot 9, Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48, in the Probate
Office of Shelby County, Alabama



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EXHIBIT "C"

Legal Description of Easement Areas

TEMPORARY CONSTRUCTION EASEMENT #1

A part of Lot 10, Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Westernmost corner of Lot 9, Tattersall Park Resurvey No. 8, said point also being a corner of Lot 10, Tattersall Park Resurvey No. 8, and said point also lying on the Southeasterly right-of-way line of Tattersall Boulevard (a private road); thence in a Southeasterly direction along the common line of Lot 9 and Lot 10 a distance of 65.00 feet to the Point of Beginning; thence continue in a Southeasterly direction along the common line of Lot 9 and Lot 10 a distance of 273.45 feet to the Southernmost corner of said Lot 9; thence 90°00' to the right in a Southwesterly direction a distance of 30.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 273.45 feet to a point; thence 90°00' to the right in a Northeasterly direction a distance of 30.00 feet to the Point of Beginning.

Containing 8,204 square feet or 0.188 acre.

TEMPORARY CONSTRUCTION EASEMENT #2

A part of Lot 10, Tattersall Park Resurvey No. 8, as recorded in Map Book 54, Page 48 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of Lot 9, Tattersall Park Resurvey No. 8, said point also being a corner of Lot 10, Tattersall Park Resurvey No. 8; thence in a Southerly direction along the common line of Lot 9 and Lot 10 a distance of 19.43 feet to the Point of Beginning; thence continue along the last described course in a Southerly direction along the common line of Lot 9 and Lot 10 a distance of 25.00 feet to a point; thence 19°16'16" to the right in a Southwesterly direction along the common line of Lot 9 and Lot 10 a distance of 55.00 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 30.00 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 60.09 feet to a point; thence 19°16'16" to the left in a Northerly direction a distance of 30.09 feet to a point; thence 90°00' to the left in a Westerly direction a distance of 30.00 feet to the Point of Beginning.

Containing 2,553 square feet or 0.059 acre.

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EXHIBIT "C-2"

Depiction of Easement Areas

