

This Instrument Prepared By:
Christopher M. Gill, Esq.
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, AL 36601
251-432-5511

423-235000462

(Space Above This Line For Recording Data)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 5 day of February, 2024 (the "Effective Date"), by and between **Westover LD, LLC**, an Alabama limited liability company ("Grantor"), and **Bill Lunsford Construction & Development, Inc.**, an Alabama corporation ("Grantee").

Recitals:

Grantor and Grantee are parties to that certain Land Purchase Contract dated July 10, 2023, as amended by that certain First Amendment to Land Purchase Contract dated January 3, 2024, as amended further by that certain Second Amendment to Land Purchase Contract dated January 29, 2024 (as amended, the "Purchase Contract"). Pursuant to the Purchase Contract, Grantor has sold and conveyed to Grantee, and Grantee has purchased and acquired from Grantor, that certain real property described on Exhibit A attached hereto (the "Grantee Property"), in accordance with a certain statutory warranty deed of even date herewith and which is being recorded contemporaneous herewith. Grantor is retaining ownership of that certain real property located adjacent to the Grantee Property and which is described on Exhibit B attached hereto (the "Grantor Property").

Grantee intends to develop and construct a residential subdivision project on the Grantee Property (the "Project"). Pursuant to the terms and conditions of the Purchase Contract, Grantor has agreed to grant Grantee the right to enter upon the Grantor Property and remove dirt from the Grantor Property on and subject to the terms and conditions hereof.

Agreement:

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all material respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, for Grantee's use, enjoyment, and benefit, and the use, enjoyment, and benefit of Grantee's contractors, employees, agents, successors and assigns (collectively, the "Grantee Beneficiaries"), a temporary easement over and across the Grantor Property (the "Temporary Easement") for the following purposes (collectively, the "Construction Work"):

- (a) To remove dirt from the Grantor Property and grade the Grantor Property in accordance with the terms of the Purchase Contract;
- (b) To stabilize all portions of the Grantor Property that are disturbed by Grantee's activities hereunder, whether by seeding, sodding or otherwise.

The Temporary Easement shall also include the right to access the Grantor Property for purposes of performing the Construction Work.

3. Temporary Easement Term. The term of the Temporary Easement shall commence on the Effective Date, and it shall terminate on the date that is one (1) year after the Effective Date.

4. Grading Plan. In accordance with the terms of the Purchase Contract, upon the completion of the Grantee's excavation and removal of dirt from the Grantor Property, Grantee shall grade all areas of the Grantor Property disturbed by Grantee pursuant to and in accordance with that certain drawing titled "Site Grading Plan" prepared by MTTR Engineers, Inc. dated 12.9.21, identified as Sheet C2A and attached as Exhibit C attached hereto, and shall thereafter seed and stabilize all areas so graded by Grantee.

5. Easement Runs with the Land. The Temporary Easement shall run with the land, is intended to confer restrictions and benefits on and to the parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of the parties hereto or their respective successors and assigns, which agreement must be recorded in the filing office in which this Agreement is recorded. Grantor and Grantee expressly acknowledge and agree that (a) the Grantee Property shall be the "benefitted property" with respect to this Agreement, (b) the Grantor Property shall be the "burdened property" with respect to this Agreement, and (c) this Agreement shall be an appurtenance to and shall run with title to the Grantee Property.

6. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

7. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine, and gender neuter.

8. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

9. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

10. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

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

GRANTOR:

WESTOVER LD, LLC,
an Alabama limited liability company

By: _____

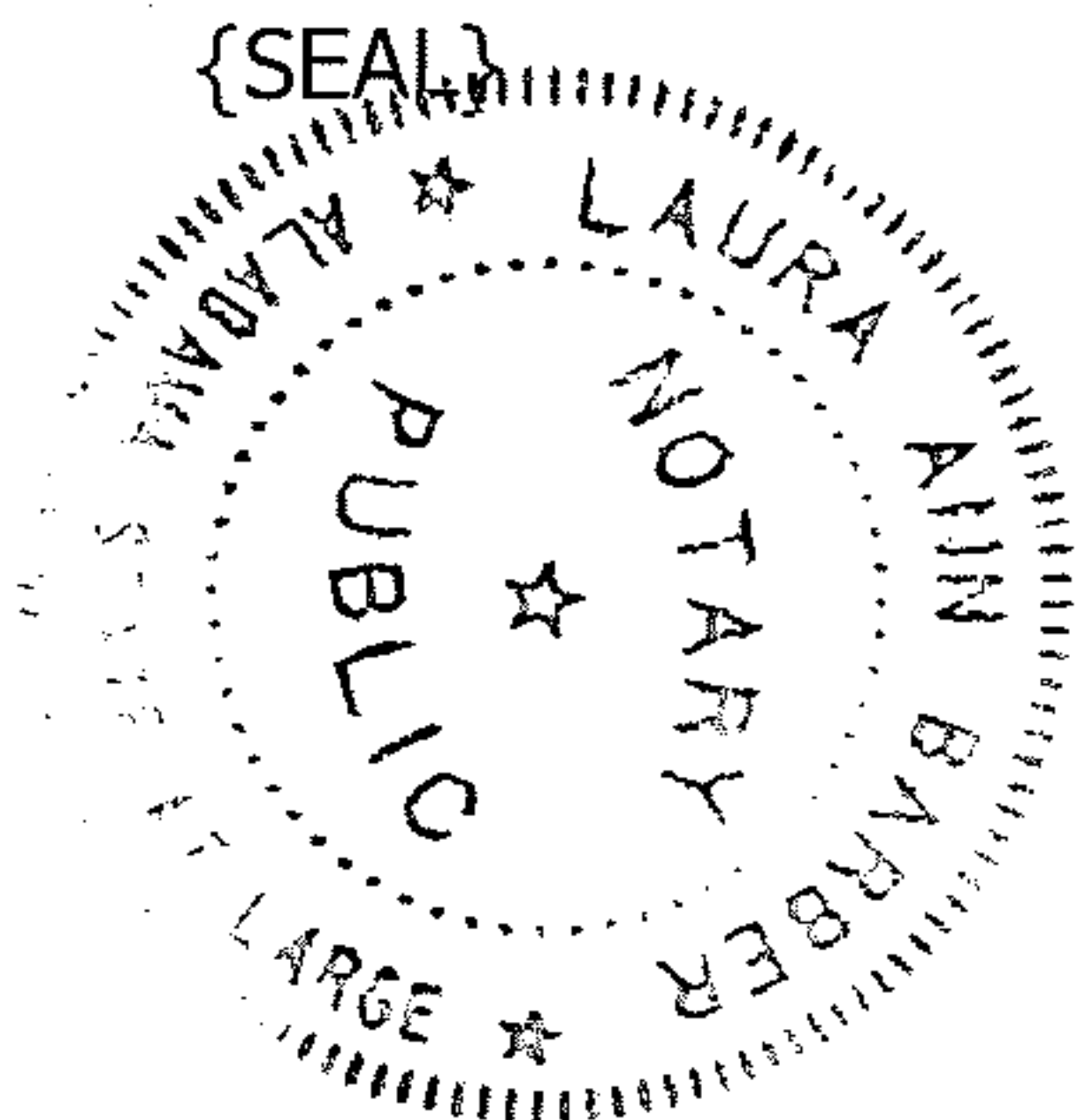
Name: Ralph Brasher

Title: Sole Member and Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Ralph Brasher, whose name as Sole Member and Manager of Westover LD, 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 such instrument, he, as such Sole Member and Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 2nd day of February, 2024.



NOTARY PUBLIC
My Commission Expires: February 1, 2028

GRANTEE:

**BILL LUNSFORD CONSTRUCTION
& DEVELOPMENT, INC.,**
an Alabama corporation

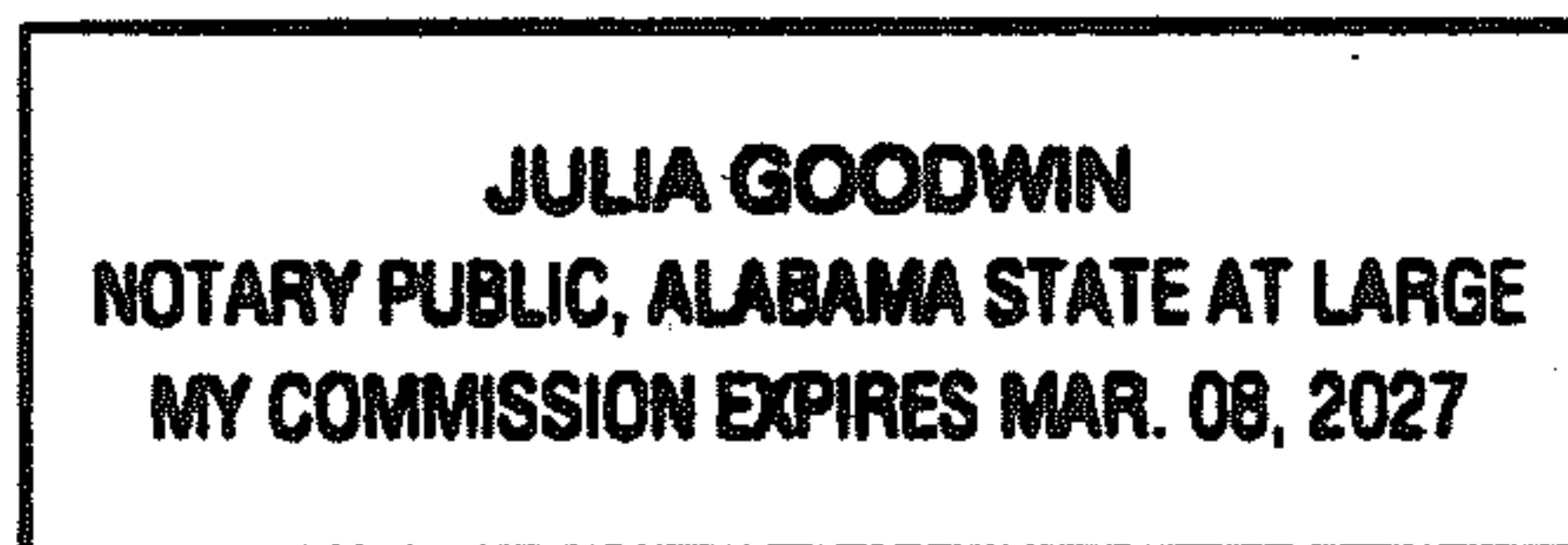
By: [Signature]
Name: WILLIAM A LUNSFORD
Title: PRES

STATE OF ALABAMA
COUNTY OF Tuscaloosa

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that William Lunsford, whose name as President of Bill Lunsford Construction & Development, Inc., an Alabama 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 such instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the 24 day of February, 2024.

{SEAL}



[Signature]
NOTARY PUBLIC
My Commission Expires: 3/8/27

Poor Quality

Exhibit A

[Grantee Property]

Commence at a ¾" slick iron in place being the Northwest corner of the Southeast one-fourth of the Northwest one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed South 89° 18' 18" East along the North boundary of said quarter-quarter section for a distance of 539.91 feet to a 1" open top pipe in place; thence proceed South 89° 23' 06" East along the North boundary of said quarter-quarter section for a distance of 217.99 feet to a ¾" rebar in place; thence proceed South 89° 29' 05" East along the North boundary of said quarter-quarter section for a distance of 606.33 feet to a 1" open top pipe in place being the Northeast corner of said Southeast one-fourth of the Northwest one-fourth; thence proceed South 00° 37' 05" West along the East boundary of said quarter-quarter section for a distance of 704.16 feet to a ¾" rebar in place; thence proceed North 84° 12' 47" East for a distance of 227.02 feet to a ¾" rebar in place; thence proceed South 46° 48' 17" East for a distance of 134.03 feet to a ¾" rebar in place; thence proceed South 86° 28' 23" East for a distance of 314.62 feet to a 1" yellow pipe in place; thence proceed South 12° 49' 37" East for a distance of 512.45 feet; thence proceed South 35° 29' 48" West for a distance of 32.56 feet; thence proceed South 50° 37' 16" East for a distance of 30.0 feet to a point on the Westerly right-of-way of Shelby County Highway 51; thence proceed South 39° 29' 48" West along the Westerly right-of-way of said Highway 51 for a distance of 83.09 feet; thence proceed North 06° 30' 12" West for a distance of 32.52 feet; thence proceed North 50° 30' 12" West for a distance of 302.00 feet to the P. C. of a concave curve left having a delta angle of 90° and a radius of 25.0 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 84° 29' 48" West, 35.36 feet to the P. T. of said curve; thence proceed South 39° 29' 48" West for a distance of 170.57 feet to the P. C. of a concave curve left having a delta angle of 39° 23' 11" and an arc distance of 37.82 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 19° 47' 48" West, 37.08 feet to the P. T. of said curve, which is also P. C. of a concave curve left having a delta angle of 116° 40' 47" and an arc distance of 112.0 feet; thence proceed Southwesterly along the curvature of said curve for a chord bearing and distance of South 58° 26' 15" West, 93.53 feet to the P. T. of said curve; thence proceed South 26° 46' 42" West for a distance of 102.19 feet; thence proceed North 53° 38' 17" West for a distance of 190.19 feet to a 1" open top pipe in place being the Southeast corner of the Southeast one-fourth of the Northwest one-fourth; thence proceed North 89° 24' 32" West along the South boundary of said quarter-quarter section for a distance of 1318.01 feet to a 1" open top pipe in place being the Southwest corner of said quarter-quarter section; thence proceed North 03° 48' 26" West along the West boundary of said quarter-quarter section for a distance of 695.41 feet to a 1" open top pipe in place; thence proceed North 01° 21' 10" West along the West boundary of said quarter-quarter section for a distance of 240.01 feet to a ¾" capped rebar in place; thence proceed North 01° 21' 06" West along the West boundary of said quarter-quarter section for a distance of 440.35 feet to the point of beginning. The above described land is located in the Southeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Southwest one-fourth of the Northeast one-fourth of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama 51.23 acres.

Exhibit B

[Grantor Property]

Commence at a 1" open top pipe in place being the Northeast corner of the Northeast^{1/4} one-fourth of the Southwest one-fourth off Section 29, Township 19 South, Range 1 East, Shelby County, Alabama; thence proceed South 53° 38' 17" East for a distance of 190.19 feet to the point of beginning. From this beginning point proceed North 26° 46' 42" East for a distance of 102.19 feet to the P. C. of a concave curve right having a delta angle of 116° of said and a arc distance of 112.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 58° 26' 15" East, 93.63 feet to the P. T. of said curve, which is also the P. C. of a concave right having a delta angle of 39° 23' 11" and a arc distance of 37.82 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 19° 47' 48" East, 37.08 feet to the P. T. of said curve; thence proceed North 39° 29' 48" East for a distance of 170.57 feet to the P. C. of a concave curve right having a delta angle of 90° and a radius of 25.0 feet; thence proceed Northeasterly along the curvature of said curve for a chord bearing and distance of North 84° 29' 48" East, 35.36 feet to the P. T. of said curve; thence proceed South 50° 30' 12" East for a distance of 302.00 feet; thence proceed South 05° 30' 12" East for a distance of 32.52 feet to a point on the Westerly right-of-way of Shelby County Highway 51; thence proceed South 39° 29' 48" West along the Westerly right-of-way of said Highway 51 for a distance of 97.94 feet to a concrete right-of-way monument in place; thence proceed South 54° 56' 56" West along the flare back of U. S. Highway 280 for a distance of 257.10 feet to a concrete right-of-way monument in place; thence proceed South 84° 35' 02" West along the right-of-way of said U. S. Highway 280 for a distance of 52.18 feet; thence proceed North 53° 38' 17" West for a distance of 240.30 feet to the point of beginning.

Exhibit C

[Grading Plan]

[see attached]

DATE REVISIONS

02/20/2020 UPDATED LAYOUT TO REFLECT

JOB NO.	26CHIP03
FILE NAME	26CHIP03 SITE 2 LOT 31 L1A1040
DATE	12/9/21
DRAWN	RGS
CHECKED	JLT
SCALE	
SEE PLAN	
SHEET	

C2A

