

This Instrument Was Prepared by:
Timothy D. Davis, Esq.
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made effective as of the 31st day of May, 2024, by and between **SOUTHERN WINGS REAL ESTATE HOLDINGS, LLC**, an Alabama limited liability company ("Grantor"), having an address at 2105 Old Montgomery HWY, Suite 001, Pelham, Alabama 35124, and **WAFFLE HOUSE, INC.**, a Georgia corporation ("Grantee"), having an address at 5986 Financial Drive, Norcross, Georgia 30071. Grantor and Grantee are sometimes collectively referred to herein as the "Parties" or singularly a "Party".

RECITALS

WHEREAS, Grantor is the fee owner of real property located in Shelby County, Alabama (the "Southern Wings Property"), and Grantee is the fee owner of real property located in Shelby County, Alabama and directly adjacent to the Southern Wings Property (the "Waffle House Property"); and

WHEREAS, Grantor desires to grant to Grantee easements and other rights in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

1. Slope and Grading Easement; Use. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive drainage easement (the "Slope and Grading Easement") on, over, upon, into and across the portions of the Southern Wings Property described on Exhibit "A-1" attached hereto and depicted on Exhibit "A-2" attached hereto (the "Slope and Grading Easement Areas") in order to provide for the drainage of surface water and storm water from the Waffle House Property on, over and across the slopes (the "Slopes") on the Slope and Grading Easement Areas.

2. Temporary Construction Easement. Grantor hereby grants and conveys to Grantee a temporary construction easement on, over, under, across and through portions of the Southern Wings Property described on Exhibit "B" attached hereto (the "Construction Easement Areas") for the purposes of access, ingress, egress, construction and formation of the Slopes by Grantee (the "Temporary Construction Easement"). Notwithstanding the above and foregoing, Grantee shall minimize any unreasonable interference with the Southern Wings Property during construction on the Construction Easement Areas. Grantee shall be responsible for all costs of the design and initial construction and formation of the Slopes. Upon the date the Certificate of Occupancy is issued to Grantee by the City of Calera, Alabama for the restaurant located on the Waffle House Property, the Temporary Construction Easement granted pursuant to this Section shall automatically terminate.

3. Maintenance Easement. Grantor hereby grants to Grantee, its successors and assigns, a perpetual and non-exclusive easement on, over, under, across and through the Slope and Grading Easement Areas for the maintenance, repair and replacement of the Slopes. Grantee shall maintain and keep the Slopes in commercially reasonable repair. Such maintenance may include, without limitation, maintaining, operating, repairing, and replacing, subject to any insurance then in effect, the Slopes and all landscaping, or other improvements situated upon the Slopes.

4. Grantor's Rights. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to landscape on or pave over the Slope and Grading Easement Areas as reasonably deemed necessary by Grantor from time to time; provided, however, Grantor shall not change the elevation of the Slopes to the extent that such change would have a material, adverse impact on the purpose and functionality of the Slopes.

5. Running with the Land. The easements and rights contained herein shall run with the affected land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors, and assigns.

6. Attorneys' Fees. In the event of any dispute between the Parties regarding the enforcement of this Agreement, the party that prevails in the dispute will be entitled to recover its reasonable and actual attorney fees from the non-prevailing Party.

7. Notice. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth above, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; or (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier. Any Party may change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section.

8. Governing Law. This Agreement shall be governed by, construed and interpreted pursuant to the laws of the State of Alabama.

9. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each provision shall be enforced to the fullest extent permitted by law.

10. Authority. Both Parties represent and warrant that they have the authority to execute this Agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

SOUTHERN WINGS REAL ESTATE HOLDINGS, LLC,
an Alabama limited liability company

By: [Signature]
Name: Tim S. [Signature]
Title: Member

STATE OF ALABAMA)

COUNTY OF Tuscaloosa)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Tim S. [Signature], whose name as member of SOUTHERN WINGS REAL ESTATE HOLDINGS, 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, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 30 day of May, 2024.

[Signature]
Notary Public

My commission expires: June 14 2025

[SEAL]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

WAFFLE HOUSE, INC.,
a Georgia corporation

By: [Signature]
Name: Jeff S. Wright
Title: VP of Property Management

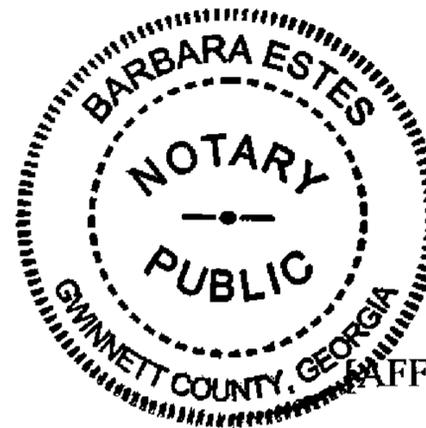
THE STATE OF GEORGIA

COUNTY OF GWINNETT

Before me, the undersigned authority, on this day personally appeared Jeff S. Wright, as V.P. of Property Management of WAFFLE HOUSE, INC. and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and affirmed on oath to me that he/she executed the same on behalf of said entity as its free and voluntary act and deed for the purposes and consideration therein expressed, he/she being duly authorized to do so.

Given under my hand and seal of office this the 29th day of May, 2024.

[Signature]
Notary Public in and for Gwinnett County,
State of Georgia



[AFFIX NOTARY SEAL]

My Commission Expires: July 9th, 2026

EXHIBIT "A-1"
SLOPE AND GRADING EASEMENT AREAS DESCRIPTION

A part of Lot 1, according to the survey of Waffle House Inc., as recorded in Map Book 59, Page 100, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Lot 3 of Map Book 59, Page 100; thence in an Easterly direction a distance of 115.00 feet along the Southern line of said Lot 3; thence 90°00'00" to the right in a Southerly direction a distance of 10.00 feet; thence 90°00'00" to the right in a Westerly direction a distance of 115.00 feet Southerly of and parallel to the Southern line of said Lot 3; thence 90°00'00" to the right in a Northerly direction a distance of 10.00 feet to the Point of Beginning.

Containing approximately 1,150 square feet.

AND

A part of Lot 1, according to the survey of Waffle House Inc., as recorded in Map Book 59, Page 100, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 3 of Map Book 59, Page 100; thence in a Southerly direction a distance of 23.00 feet along the Westerly line of said Lot 3 to the Point of Beginning; thence 74.00 feet along the Westerly line of said Lot 3; thence 90°00'00" to the right in a Westerly direction a distance of 9.00 feet; thence 90°00'00" to the right in a Northerly direction a distance of 74.00 feet Westerly of and parallel to the Western line of said Lot 3; thence 90°00'00" to the right in an Easterly direction a distance of 9.00 feet to the Point of Beginning.

Containing approximately 666 square feet.

EXHIBIT "A-2"
SLOPE AND GRADING EASEMENT AREAS DEPICTION



CONTINIO GROUP
 155 COMMERCE DRIVE
 SUITE 800
 DECATUR, GA 30030
 WWW.CONTINIO.COM



WAFLE HOUSE
 4828 MARSHALL DRIVE, MARSHALL, GA 30057
 770.328.6200

WAFLE HOUSE
 CALERA, AL
 PERMIT
 LOCATION: 958 COUNTY ROAD 24, CALERA, AL 36606

#	DATE	REVISIONS

DRAWN: TMS
 CHECKED: JPD
 JOB NO: 23-425
 DATE: 02/27/24

GRADING PLAN
 111 C00

- GRADING NOTES:**
1. PRIOR TO WORK COMMENCEMENT, CONTRACTOR IS TO CONDUCT LOCAL SURVEY TO VERIFY EXISTING GRADE AND TO DETERMINE THE LOCATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN RECORDS OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN RECORDS OF ALL UTILITIES.
 2. REFER TO THE GEOTECHNICAL REPORT FOR INFORMATION ON EXISTING SOIL CONDITIONS.
 3. CONTRACTOR IS TO REMOVE ALL MATERIALS DEEMED UNSUITABLE BY THE OWNER AND/OR ENGINEER.
 4. FUTURE UNSATURATED AREA FROM ALL BALDINGS SHALL BE MAINTAINED AT ALL TIMES.
 5. CONTRACTOR SHALL MAINTAIN AND VERIFY FORMATION RECORDS, INCLUDING ALL FIELD NOTES, PHOTOGRAPHS, AND OTHER DOCUMENTATION, THROUGHOUT THE PROJECT.
 6. CONTRACTOR TO REMOVE CLEAN FILL AND CLAY DOORS W/ SAW CUTTING OR OTHER METHODS OF WORK WITH CRYSTAL PLYWOOD AREAS.
 7. REFER TO ARCHITECTURAL PLANS AND SPECIFICATIONS FOR ALL STRUCTURAL FORMATIONS, SLAB, AND EXTERIOR WALKWAY PAVE.
 8. EXISTING AND REMAINING EXISTING WHETHER ON THE PROPERTY OR ADJACENT PROPERTIES, SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITION. THESE STRUCTURES SHALL BE RESTORED TO THEIR ORIGINAL STATE OF LOCAL EXISTENCE.
 9. ALL EXISTING AREAS WITHOUT PERMANENT AND/OR TEMPORARY SHALL BE MAINTAINED IN THEIR ORIGINAL STATE OF LOCAL EXISTENCE.
 10. CONTRACTOR SHALL OBTAIN THE EARTHWORK FOR THE PROJECT ON AN UNCLASSIFIED BASIS.
 11. IN THE ABSENCE OF OTHER SPECIFICATIONS FROM SOURCES SUCH AS GEOTECHNICAL REPORTS, THE PLACEMENT OF ALL MATERIAL SHALL BE PER THE FOLLOWING:
 - CLEAN GRANULAR MATERIAL AND SHALL BE SUBMITTED BY THE CONTRACTOR FOR VERIFICATION BY TESTING AND PROVISION TEST.
 - PROVISION MATERIAL SHALL BE SUBMITTED BY THE CONTRACTOR FOR VERIFICATION BY TESTING AND PROVISION TEST.
 - ALL OTHER MATERIALS SHALL BE SUBMITTED BY THE CONTRACTOR FOR VERIFICATION BY TESTING AND PROVISION TEST.
 12. ALL OTHER MATERIALS SHALL BE SUBMITTED TO THE OWNER CLEAR AND FREE OF DEBRIS.
 13. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR IS TO NOTIFY THE OWNER OF ANY POTENTIAL CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES.
 14. ANY EXISTING WALLS DUNCEED WHICH THESE PLANS ARE TO BE DEMOLISHED UNDER THE SUPERVISION OF THE CONTRACTOR AND ARE SHOWN FOR CONSTRUCTION PURPOSES ONLY. THE OWNER ACCEPTS NO RESPONSIBILITY FOR THESE WALLS.
 15. ALL OTHER SYSTEMS ARE MEASURED IN THIS PLAN. (SEE NOTE 15.1)

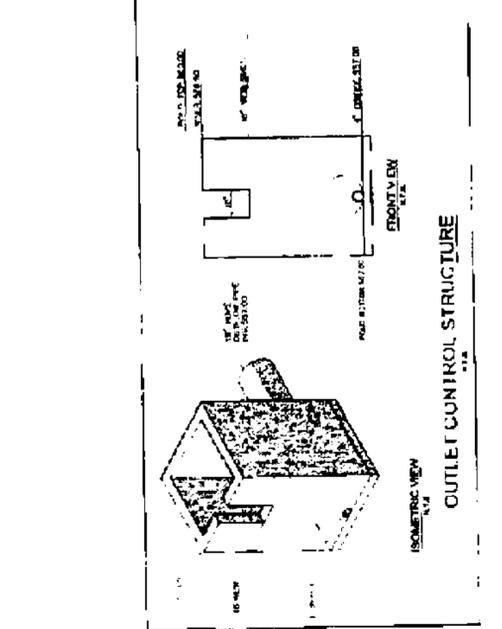
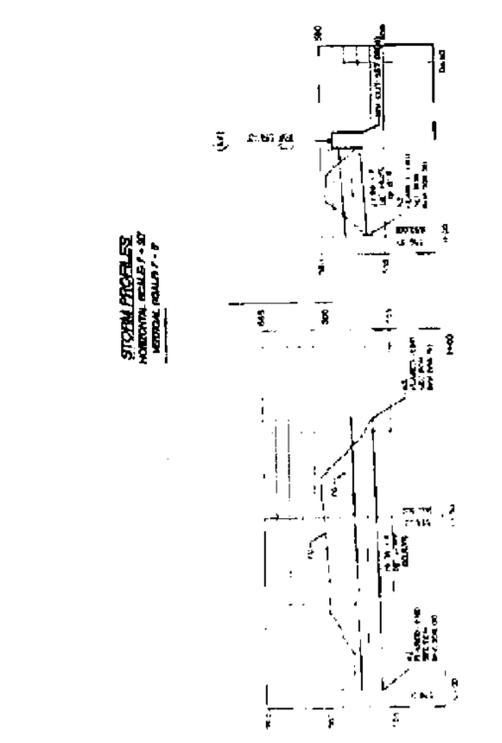
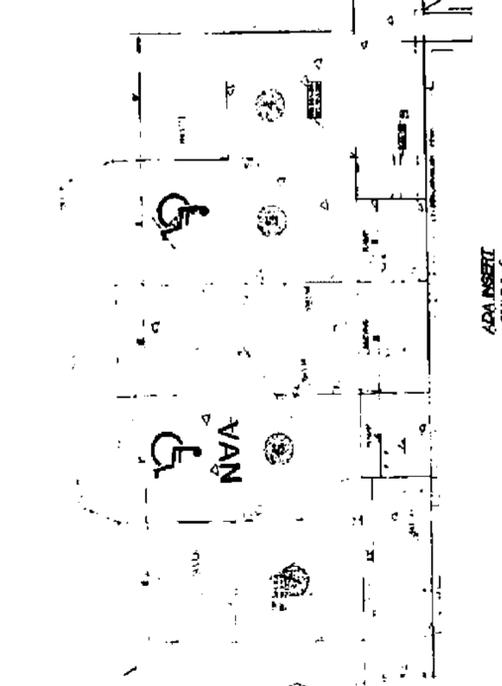
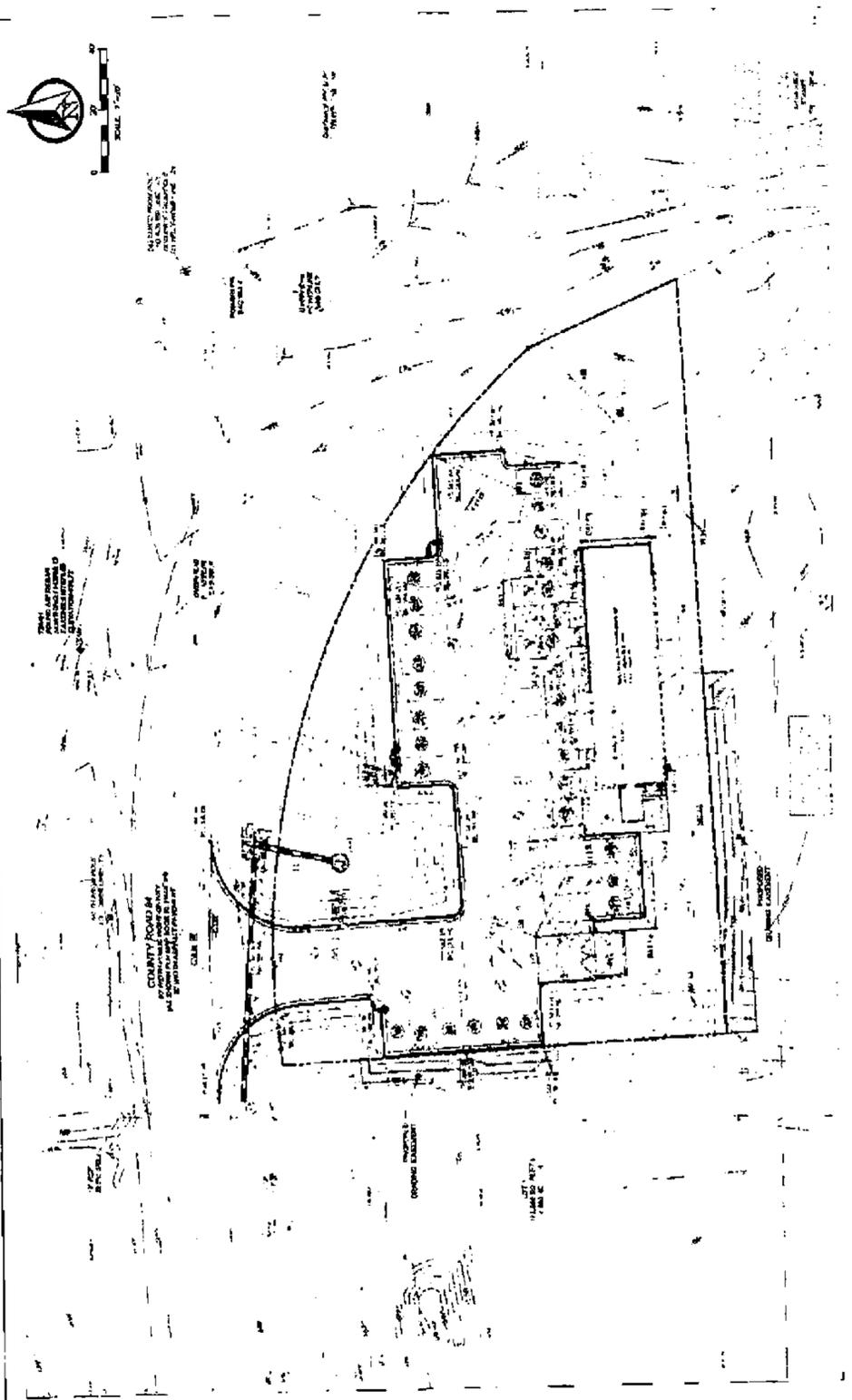
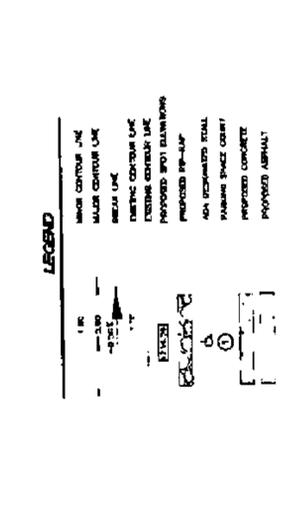


EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT AREA

A part of Lot 1, according to the survey of Waffle House Inc., as recorded in Map Book 59, Page 100, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Lot 3 of Map Book 59, Page 100; thence in an Easterly direction a distance of 115.00 feet along the Southern line of said Lot 3; thence 90°00'00" to the right in a Southerly direction a distance of 30.00 feet; thence 90°00'00" to the right in a Westerly direction a distance of 115.00 feet Southerly of and parallel to the Southern line of said Lot 3; thence 90°00'00" to the right in a Northerly direction a distance of 30.00 feet to the Point of Beginning.

Containing approximately 3,450 square feet.

AND

A part of Lot 1, according to the survey of Waffle House Inc., as recorded in Map Book 59, Page 100, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 3 of Map Book 59, Page 100; thence in a Southerly direction a distance of 23.00 feet along the Westerly line of said Lot 3 to the Point of Beginning; thence 74.00 feet along the Westerly line of said Lot 3; thence 90°00'00" to the right in a Westerly direction a distance of 29.00 feet; thence 90°00'00" to the right in a Northerly direction a distance of 74.00 feet Westerly of and parallel to the Western line of said Lot 3; thence 90°00'00" to the right in an Easterly direction a distance of 29.00 feet to the Point of Beginning.

Containing approximately 2,146 square feet.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/03/2024 09:32:45 AM
\$44.00 JOANN
20240603000163320

Allen S. Bayl