

THIS INSTRUMENT PREPARED BY:

Daniel M. Halprin
Dawda Mann Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304-5103

**RELEASE AND TERMINATION OF
CONSTRUCTION, OPERATIONS, RESTRICTIONS, AND EASEMENT AGREEMENT**

This Release and Termination of Construction, Operations, Restrictions, and Easement Agreement (this "Termination") is made and entered into effective as of October 15, 2024 (the "Effective Date"), by and between **GC RIVER RIDGE, L.P.**, an Alabama limited partnership, whose address is 3501 SW Fairlawn Road, Suite 200, Topeka, Kansas 66614 (the "Owner").

A. Owner owns that certain land located in Shelby County, Alabama and more particularly described in Exhibit A hereto (the "Property").

B. Prior to Owner's ownership of the Property, Seller's predecessors-in-title entered into and recorded against the Property that certain Construction, Operations, Restrictions, and Easements Agreement made by and between **INLAND SOUTHEAST RIVER RIDGE, L.L.C.**, a Delaware limited liability company and **RIVER RIDGE RETAIL COMPANY, L.L.C.**, a Delaware limited liability company, dated February 17, 2003, and recorded on May 12, 2003, in the Shelby County Probate Office, State of Alabama as Instrument 20030512000291030 (the "Agreement");

C. The Agreement establishes covenants, conditions, easements and restrictions with respect to ownership, use and enjoyment of the Property, which is comprised of the "Inland Parcel" and "Pad C" and referred to collectively in the Agreement as the "Shopping Center".

D. Owner has acquired both the Inland Parcel and Pad C pursuant to that certain Statutory Warranty Deed recorded as 20241016000324440, resulting in a merger of title, and wishes to evidence the termination of the Agreement by entering into this Termination.

Accordingly, Owner, intending to be legally bound, declares as follows:

1. As a result of the merger of title, Owner hereby terminates and releases the Agreement and same shall be of no further force or effect.

[SIGNATURES ARE ON THE NEXT PAGE]


IN WITNESS WHEREOF, Owner has caused this Termination to be executed on the date set forth below, but effective for all purposes as of the Effective Date.

OWNER:

**GC RIVER RIDGE, L.P.,
an Alabama limited partnership**

By: Gulf Coast GP, Inc.,
a Texas corporation

Its: General Partner

By: 
Thomas H. Lile, President

Date: _____, 2024

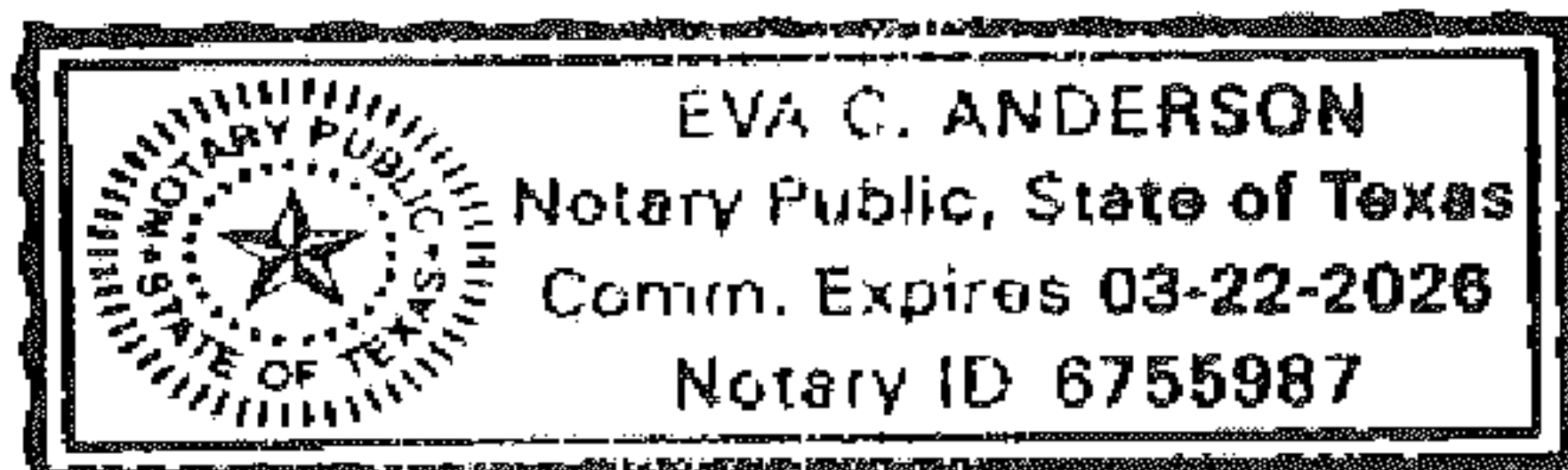
STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, a Notary Public in and for said County and in said State, hereby certify that Thomas H. Lile, the President of Gulf Coast GP, Inc., a Texas corporation, the General Partner of GC RIVER RIDGE, L.P., an Alabama limited partnership, who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she as such officer 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 this 1st day of October, 2024.

(Notary Stamp)


Notary Public
My Commission Expires: 03-22-2026



(Signature Page to Release and Termination of
Construction, Operations, Restrictions, and Easement Agreement)

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

Lot 3-A, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 5, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, page 14, In the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained In that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the

Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 3-B, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

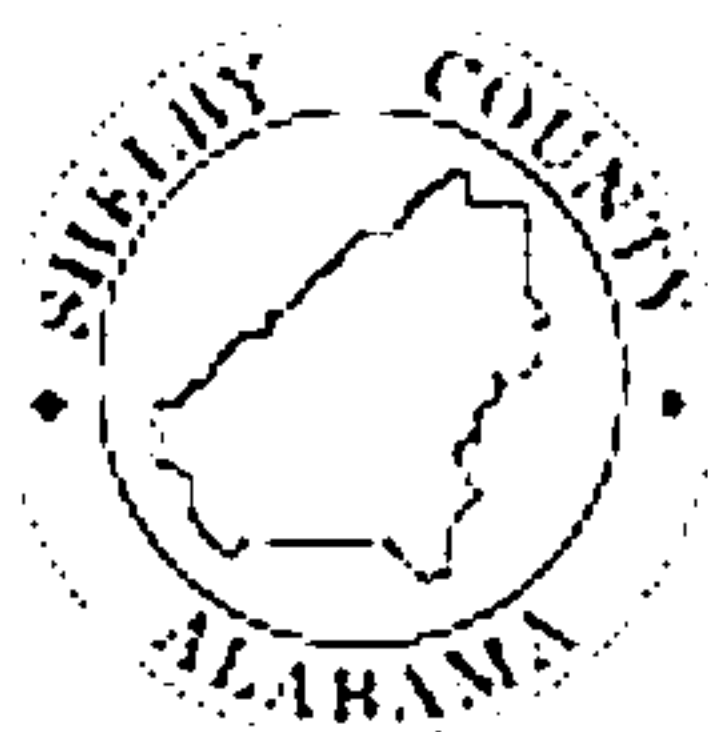
Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/16/2024 12:25:57 PM
\$32.00 JOANN
20241016000324740

Allen S. Bayl