

This instrument prepared by
and record and return to:
Angie Godwin McEwen
Butler Snow LLP
1819 Fifth Avenue North
Suite 1000
Birmingham, AL 35203
(205) 297-2200

STATE OF ALABAMA)
COUNTY OF SHELBY)

CONSTRUCTION AND GRADING

EASEMENT AGREEMENT

THIS CONSTRUCTION AND GRADING EASEMENT AGREEMENT (this “Agreement”) is entered into as of the 19th day of November, 2024 (the “Effective Date”), by and between **DAVID S. MARTIN and SARA C. MARTIN**, husband and wife and residents of the State of Alabama (collectively, the “Grantors”) and **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantee is the owner of that certain tract or parcel of land situated in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto (the “Current Grantee Tract”), and has rights to acquire additional property, as described on Exhibit B attached hereto (the “Future Grantee Tract,” together with the Current Grantee Tract, collectively, the “Grantee Tract”), all as depicted on Exhibit C attached hereto as the proposed Mill Point Subdivision; and

WHEREAS, Grantors are the owners of certain land in the same city, county, and state, which tract lies adjacent to the Grantee Tract (the “Grantor Tract”); and

WHEREAS, Grantee has requested from Grantors, and Grantors are desirous of granting to Grantee a temporary construction and grading easement in, across, over and under certain portions of the Grantor Tract being both depicted and more particularly described as the “Construction Easement” on the plat attached hereto as Exhibit C.

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

1. Construction and Grading Easement. Grantors do hereby sell, grant and convey to Grantee, its contractors, employees, agents and representatives, an area of approximately 30' x 65' x 72' in size as a temporary construction and grading easement (the "Easement") in, across, over and under those portions of the Grantor Tract depicted and described as "Construction Easement" on Exhibit C attached hereto, for the purpose of adjusting the elevation difference between the Grantor Property and the Grantee Property, grading, cutting, filling, and balancing the land located within the Easement, including the adding and removing of fill, soil and other materials to and from such land located within the Easement, and for other activities related to the construction of the entrance, including roadways, to the Mill Point Subdivision (the "Subdivision") that is proposed for development on the Grantee Property. Grantors hereby authorize Grantee, at Grantee's expense, to seek and obtain any and all permits and any and all other approvals or consents as Grantee may deem necessary in connection with the completion of the grading work and construction of the roadways, and Grantors shall reasonably cooperate, at no cost to Grantors, with the efforts of Grantee to obtain such permits and approvals. The Easement shall include an ingress and egress access easement for vehicular and pedestrian access in the Construction Easement area for the limited purpose of construction permitted by the Easement, including in reasonable areas immediately outside of the Construction Easement area as may be required from time to time to allow for the maneuvers of the equipment engaged in completing the grading and construction work.

2. Duration.

a. The Easement shall remain in effect from the Effective Date until the later of (i) five hundred forty (540) days after the Effective Date, or (ii) the completion of the entrance to the Subdivision as determined by the last to occur of the recordation of the final plat for the Subdivision or the acceptance by the City of Calera of the maintenance responsibilities for the entrance roadways for the Subdivision (the "Term"), during which time the agreements contained herein, and the rights and obligations created hereby shall run with the title to Grantee Tract and Grantor Tract, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Upon the expiration of the Term, this Agreement shall be deemed to be terminated and canceled without the necessity of filing any formal cancellation or termination of the same in the land records. The Term shall be extended day-for-day upon the occurrence of a Force Majeure Event; provided, however, that in no event shall the Term exceed One Thousand Eighty (1,080) days after the Effective Date. As used herein, "Force Majeure Event" means any act of God, fire, earthquake, floods, explosions, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or widespread general shortage of labor, equipment, facilities, material or supplies, failure of transportation, pandemic, strikes, lockouts, action of labor unions, law hereafter enacted, orders of governmental or civil or military or naval authorities, government action or inaction where action is required, court order or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of the applicable party (other than lack of or inability to procure monies to fulfill its commitment and obligations under this Agreement).

3. Consideration. The price to be paid by Grantee to Grantors for the Easement shall be Ten Thousand and no/100 Dollars (\$10,000.00), which sum shall be paid to Grantors in immediately available funds contemporaneously herewith.

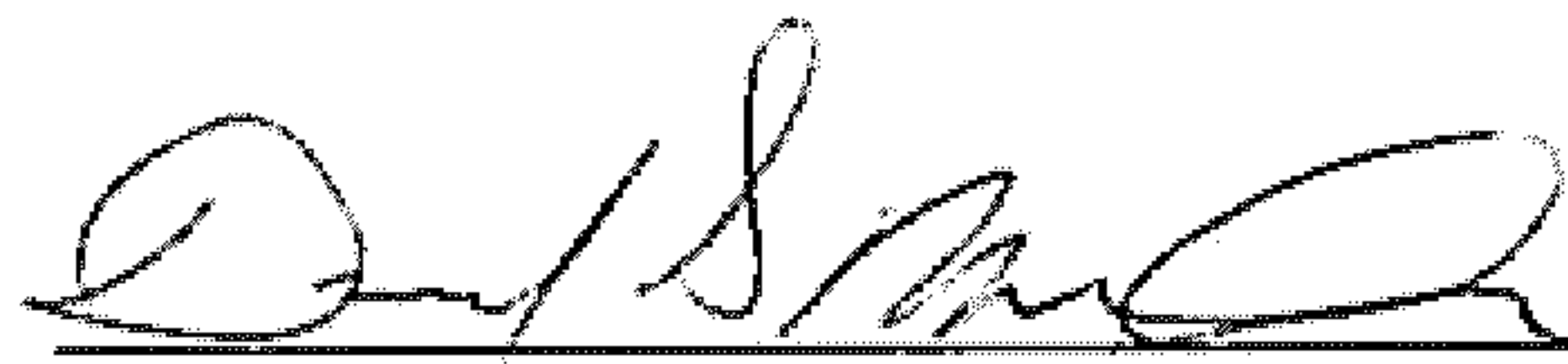
4. Damage to Improvements: Restoration. Grantee agrees to use due care in the use of the Easement so as not to unreasonably disturb Grantors' use of their property. If, in the process of exercising its rights under the Easement, Grantee damages, breaks, destroys, or in any way impairs improvements of Grantors, Grantee shall restore at its sole cost and expense the improvements, to their original quality and condition. To the extent the construction and grading work disturbs the surface of Grantor's property outside the area of the Easement, Grantee agrees to restore the surface of such property outside the Easement Area, as nearly as possible, to the condition that existed prior to Grantee's work. Notwithstanding the foregoing, any grading slope established by Grantee within the Easement shall remain in place subsequent to the expiration of the Easement. Accordingly, upon the expiration of the Easement, Grantee shall have no obligation to re-grade, level or de-construct any slope within the Easement.
5. Storm Water Compliance. In connection with any earth-disturbing activities performed by Grantee pursuant to the Easement, Grantee shall comply with all federal, state or local laws, regulations, ordinances, permits or other authorizations, approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from grading projects, including, but not limited to, the Clean Water Act, 33 USC § 1251 *et seq.*
6. Insurance. Prior to commencement of any use of the Easement, Grantee shall procure and shall thereafter maintain or cause to be maintained during the Term of this Agreement, at Grantee's sole cost and expense, commercial general liability insurance against claims for personal injury, bodily injury, death or property damage, in or about the area of the Easement to be on a so-called "occurrence" basis for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy or policies of insurance maintained hereunder shall name Grantor as an "additional insured" under said coverage. In addition, Grantee, at its sole cost and expense, shall cause the general contractor responsible for the grading or other construction work for the Easement to name the Grantor as an additional insured on the general contractor's liability insurance policy for the duration of the construction.
7. Indemnification. Grantee, and its successors and assigns, shall indemnify, defend and hold harmless Grantors from any damages or liability to persons or property that might arise at any time from the use of the Easement by Grantee, its successors, assigns, contractors, employees, agents and representatives, except that such indemnity shall not apply to any damage or liability arising or resulting from the negligence or misconduct of Grantors, their employees or agents.
8. Compliance with Law. Grantee, in exercising the privileges granted by this Agreement, shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances applicable to the actions authorized pursuant to the Easement.
9. Multiple Counterparts. This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement.
10. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

[Signature pages follow]


[Signature page to Construction and Grading Easement Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above although actually executed by the parties on the dates set forth in the acknowledgments.

GRANTORS:



David S. Martin



Sara C. Martin


STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that **David S. Martin** and **Sara C. Martin**, husband and wife and residents of the State of Alabama, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 of October, 2024.





(NOTARY PUBLIC)

My Commission Expires: 05/25/2025

[AFFIX NOTARIAL SEAL]

[Signature page to Construction and Grading Easement Agreement]

GRANTEE:

FOESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation

By: _____

Name: Justin Armstrong

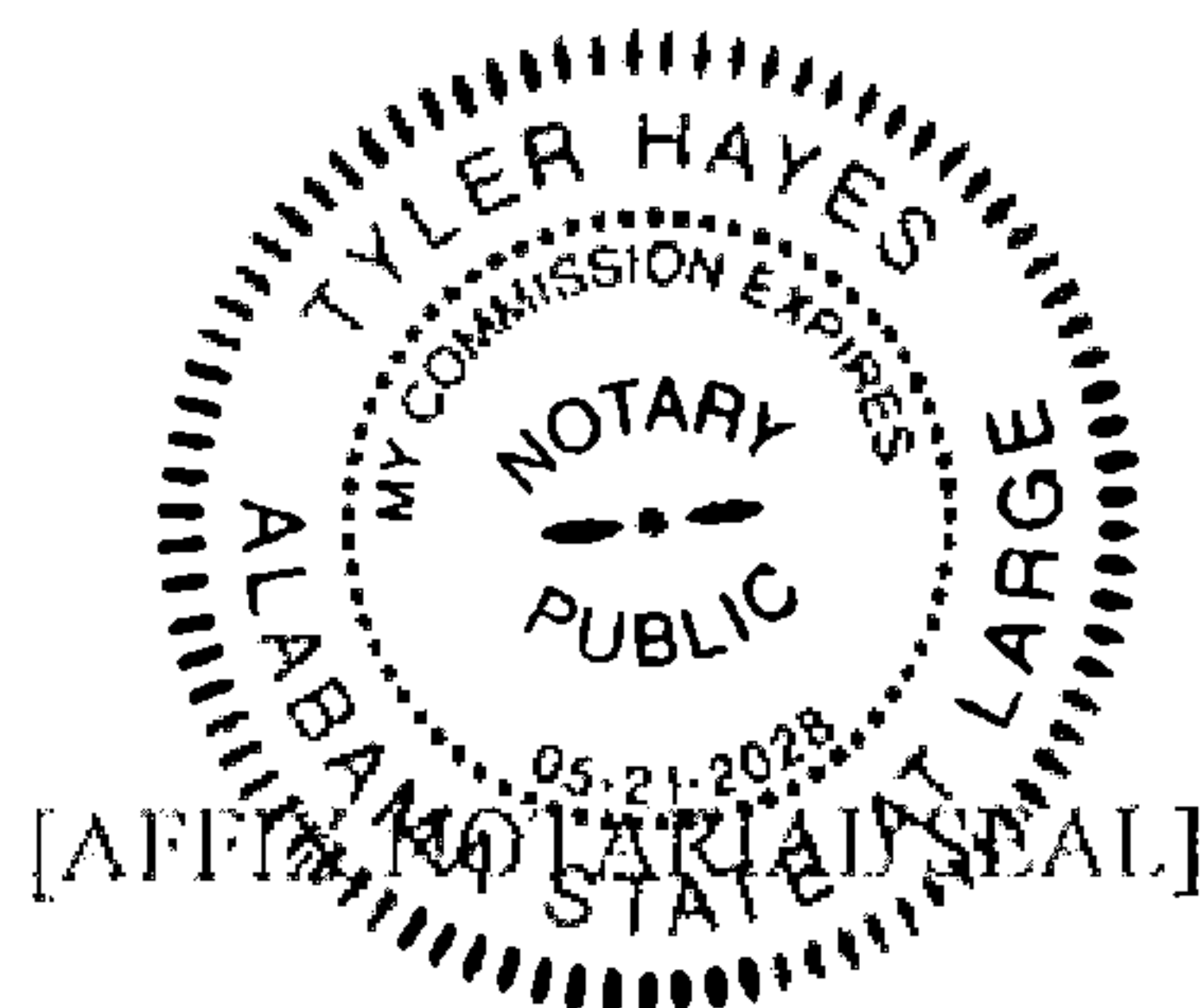
Its: Vice President

STATE OF Alabama)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Justin Armstrong, whose name as Vice President of **FORESTAR (USA) REAL ESTATE GROUP 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 the foregoing instrument, (s)he, 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, the 18th day of November, 2024.



Tyler Hayes
(NOTARY PUBLIC)

My Commission Expires: 05/21/2028

EXHIBIT A**Legal Description – Current Grantee Tract**

A parcel of land situated in Sections 35 and 36, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 1/2" rebar capped R & G at the NE corner of the NE 1/4 of the SE 1/4 of Section 35, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 88°25'34" W along the north line of said 1/4-1/4 section a distance of 26.68 feet to a point; thence S 00°14'59" E leaving said 1/4-1/4 section line a distance of 134.08 feet to a point of non-tangent curve to the left having a central angle of 01°06'18" and a radius of 330.00 feet, said curve subtended by a chord bearing S 89°11'52" W and a chord distance of 6.36 feet; thence along the arc of said curve a distance of 6.36 feet to a point; thence S 88°38'43" W a distance of 7.96 feet to a point; thence S 01°21'17" E a distance of 190.25 feet to a point; thence S 89°07'26" W a distance of 4.53 feet to a point; thence S 00°02'48" W a distance of 195.27 feet to a point; thence S 89°57'12" E a distance of 9.49 feet to a point; thence S 00°02'48" W a distance of 130.00 feet to a point; thence S 89°57'12" E a distance of 517.88 feet to a point; thence N 88°17'52" E a distance of 49.20 feet to a point; thence N 85°25'17" E a distance of 17.50 feet to a point; thence N 81°48'29" E a distance of 65.71 feet to a point; thence N 78°38'32" E a distance of 145.58 feet to a point; thence N 11°21'41" W a distance of 45.00 feet to a point; thence N 78°38'19" E a distance of 125.00 feet to a point; thence S 11°21'41" E a distance of 40.00 feet to a point; thence N 78°38'19" E a distance of 85.34 feet to a point; thence N 11°21'41" W a distance of 40.00 feet to a point; thence N 78°38'19" E a distance of 185.00 feet to a point; thence N 11°21'41" W a distance of 51.16 feet to a point; thence N 78°38'19" E a distance of 125.00 feet to a point; thence S 89°07'27" E a distance of 78.30 feet to a point on the east line of the NW 1/4 of the SW 1/4 of Section 36; thence N 00°52'33" E along the east line of said 1/4-1/4 section a distance of 381.52 feet to a 1/2" rebar capped Carr at the base of a disturbed 3" capped pipe at the SE corner of the SW 1/4 of the NW 1/4 of said section; thence N 00°01'03" E along the east line of said 1/4-1/4 section a distance of 974.71 feet to a 1/2" rebar capped R & G; thence N 88°58'38" W leaving said 1/4-1/4 line a distance of 1121.32 feet to a 1/2" rebar capped R & G; thence N 00°04'14" W a distance of 148.06 feet to a 1/2" rebar capped R & G; thence N 19°12'45" W a distance of 183.47 feet to a 1/2" rebar capped EDG on the southerly right of way of Alabama Highway 70; thence S 67°27'52" W along said right of way a distance of 166.54 feet to a 1/2" rebar capped EDG on the west line of the SW 1/4 of the NW 1/4 of Section 36, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 00°03'14" W leaving said right of way and along said 1/4-1/4 section line a distance of 1220.58 feet to the POINT OF BEGINNING.

EXHIBIT B

Legal Description – Future Grantee Tract

Tract I:

The NE 1/4 of the SE 1/4, Section 35, Township 21 South, Range 2 West, except one (1) acre deeded to Corinth Church.

Tract II:

The NW 1/4 of the SW 1/4, Section 36, Township 21 South, Range 2 West.

Tract III:

All that part of the SW 1/4 of the NW 1/4 of Section 36, Township 21 South, Range 2 West, lying South of Highway 70. Less-and-except that portion conveyed to Harvest Chapel at Calera, Inc. by virtue of that certain deed dated 2/18/2014, and recorded 2/25/2014 as instrument # 20140225000051120, in the Office of the Judge of Probate of Shelby County, Alabama.

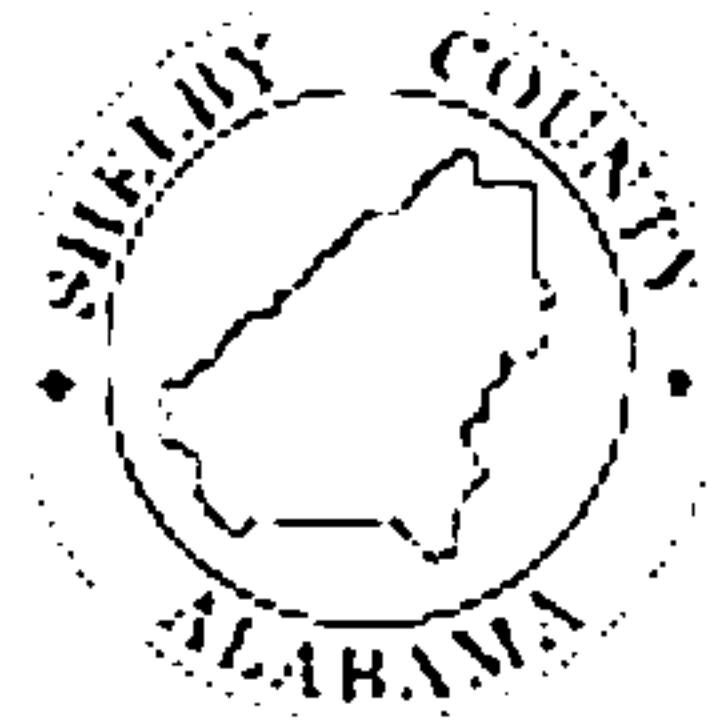
All lying and being situated in Shelby County, Alabama.

LESS AND EXCEPT (the Current Grantee Tract)

A parcel of land situated in Sections 35 and 36, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 1/2" rebar capped R & G at the NE corner of the NE 1/4 of the SE 1/4 of Section 35, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 88°25'34" W along the north line of said 1/4-1/4 section a distance of 26.68 feet to a point; thence S 00°14'59" E leaving said 1/4-1/4 section line a distance of 134.08 feet to a point of non-tangent curve to the left having a central angle of 01°06'18" and a radius of 330.00 feet, said curve subtended by a chord bearing S 89°11'52" W and a chord distance of 6.36 feet; thence along the arc of said curve a distance of 6.36 feet to a point; thence S 88°38'43" W a distance of 7.96 feet to a to a point; thence S 01°21'17" E a distance of 190.25 feet to a to a point; thence S 89°07'26" W a distance of 4.53 feet to a to a point; thence S 00°02'48" W a distance of 195.27 feet to a to a point; thence S 89°57'12" E a distance of 9.49 feet to a point; thence S 00°02'48" W a distance of 130.00 feet to a point; thence S 89°57'12" E a distance of 517.88 feet to a point; thence N 88°17'52" E a distance of 49.20 feet to a point; thence N 85°25'17" E a distance of 17.50 feet to a point; thence N 81°48'29" E a distance of 65.71 feet to a point; thence N 78°38'32" E a distance of 145.58 feet to a point; thence N 11°21'41" W a distance of 45.00 feet to a point; thence N 78°38'19" E a distance of 125.00 feet to a point; thence S 11°21'41" E a distance of 40.00 feet to a point; thence N 78°38'19" E a distance of 85.34 feet to a point; thence N 11°21'41" W a distance of 40.00 feet to a point; thence N 78°38'19" E a distance of 185.00 feet to a point; thence N 11°21'41" W a

distance of 51.16 feet to a point; thence N 78°38'19" E a distance of 125.00 feet to a point; thence S 89°07'27" E a distance of 78.30 feet to a point on the east line of the NW 1/4 of the SW 1/4 of Section 36; thence N 00°52'33" E along the east line of said 1/4-1/4 section a distance of 381.52 feet to a 1/2" rebar capped Carr at the base of a disturbed 3" capped pipe at the SE corner of the SW 1/4 of the NW 1/4 of said section; thence N 00°01'03" E along the east line of said 1/4-1/4 section a distance of 974.71 feet to a 1/2" rebar capped R & G; thence N 88°58'38" W leaving said 1/4-1/4 line a distance of 1121.32 feet to a 1/2" rebar capped R & G; thence N 00°04'14" W a distance of 148.06 feet to a 1/2" rebar capped R & G; thence N 19°12'45" W a distance of 183.47 feet to a 1/2" rebar capped EDG on the southerly right of way of Alabama Highway 70; thence S 67°27'52" W along said right of way a distance of 166.54 feet to a 1/2" rebar capped EDG on the west line of the SW 1/4 of the NW 1/4 of Section 36, Township 21 South, Range 2 West, Shelby County, Alabama; thence S 00°03'14" W leaving said right of way and along said 1/4-1/4 section line a distance of 1220.58 feet to the POINT OF BEGINNING.

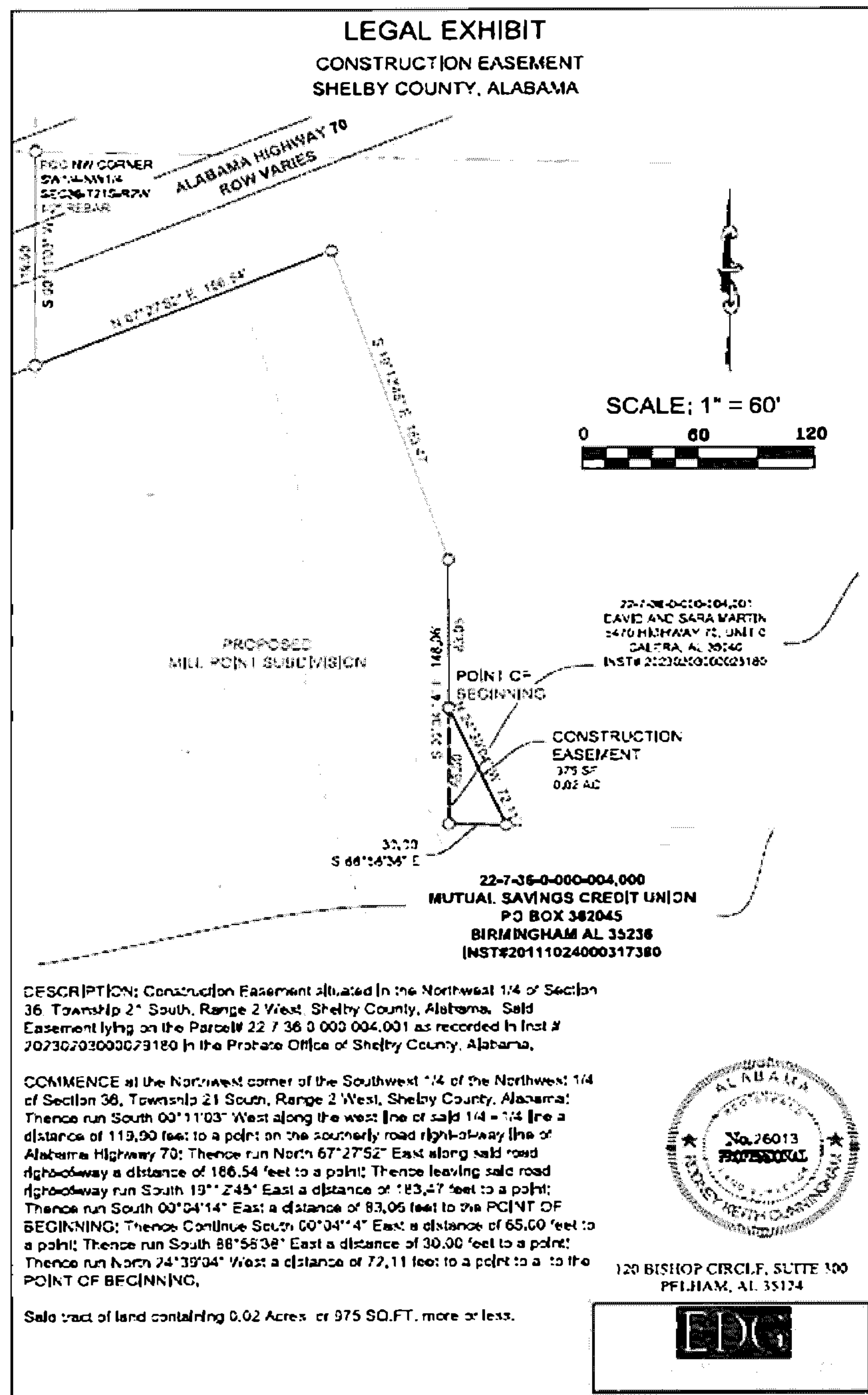


Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 11/20/2024 08:10:56 AM
 \$56.00 DANIEL
 20241120000359590

EXHIBIT C

Allie S. Bayl

Easement - Legal Description and Depiction



U:\MORTGAGE\EDG022 - ALL POINT Color World Source Property\Survey\Peelham\Calera\EDG022 - CALERA EASEMENT REVISED 11/20/24