

THIS INSTRUMENT PREPARED BY:

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Birmingham, Alabama 35205
Ph: (205) 930-5300

STATE OF ALABAMA)

COUNTY OF SHELBY)

TERMINATION OF DECLARATION AND GRANT OF COVENANTS, EASEMENTS AND RESTRICTIONS

This **TERMINATION OF DECLARATION AND GRANT OF COVENANTS, EASEMENTS AND RESTRICTIONS** (this “**Termination Agreement**”) is entered into as of December 20, 2024, by **Regions Bank**, as successor-in-interest to AmSouth Riverchase, Inc., **HCR/RW HWC1, LLC**, a Delaware limited liability company, and **HCC/RWV, LLC**, a Delaware limited liability company (herein collectively called the “**Owners**”).

RECITALS

WHEREAS, AmSouth Riverchase, Inc. entered into that certain Declaration and Grant of Covenants, Easements and Restrictions, dated June 1, 1994, and recorded on June 3, 1994, at Instrument #1994-17860, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain Amendment No. 1 to the Declaration and Grant of Covenants, Easements and Restrictions dated January 12, 2024, and recorded at Instrument #20240118000013030 in the Office of the Judge of Probate of Shelby County, Alabama (as amended, the “**AmSouth Declaration**”);

WHEREAS, the Owners now own all of the property (the “**Property**”) described in the AmSouth Declaration.

WHEREAS, the Owners, as successors-in-interest to AmSouth Riverchase, Inc., desire to terminate the AmSouth Declaration in order to facilitate the development of the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises and intending to be legally bound, the Owners hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Termination of AmSouth Declaration.** The Owners hereby terminate the AmSouth Declaration and terminate, release, and relinquish all easements and other rights created, implied, or reserved over, under, or across the Property by virtue of the AmSouth Declaration or otherwise.
3. **Binding Effect.** The covenants contained in this Termination Agreement are not personal but shall run with the land and shall be binding upon and inure to the benefit of the owner of the fee simple title to the Property and the owners of all property adjacent thereto, and to their respective heirs, personal representatives, transferees, successors, and assigns.

4. **Entire Agreement.** This Termination 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, and all other communications among the parties relating to such subject matter.

5. **Captions and Headings.** The captions and headings used in this Termination Agreement are made for convenience and general reference only and should not be construed to describe, define, limit, or expand the scope and intent of any term or provision of this Termination Agreement.

6. **Counterparts.** This Termination Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, Owners have executed this Termination Agreement as of the date first set forth above.

“OWNERS:”

Regions Bank

By:

Name:

Title:

Paul D. Stivender

PAUL D. STIVENDER

SENIOR VICE PRESIDENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

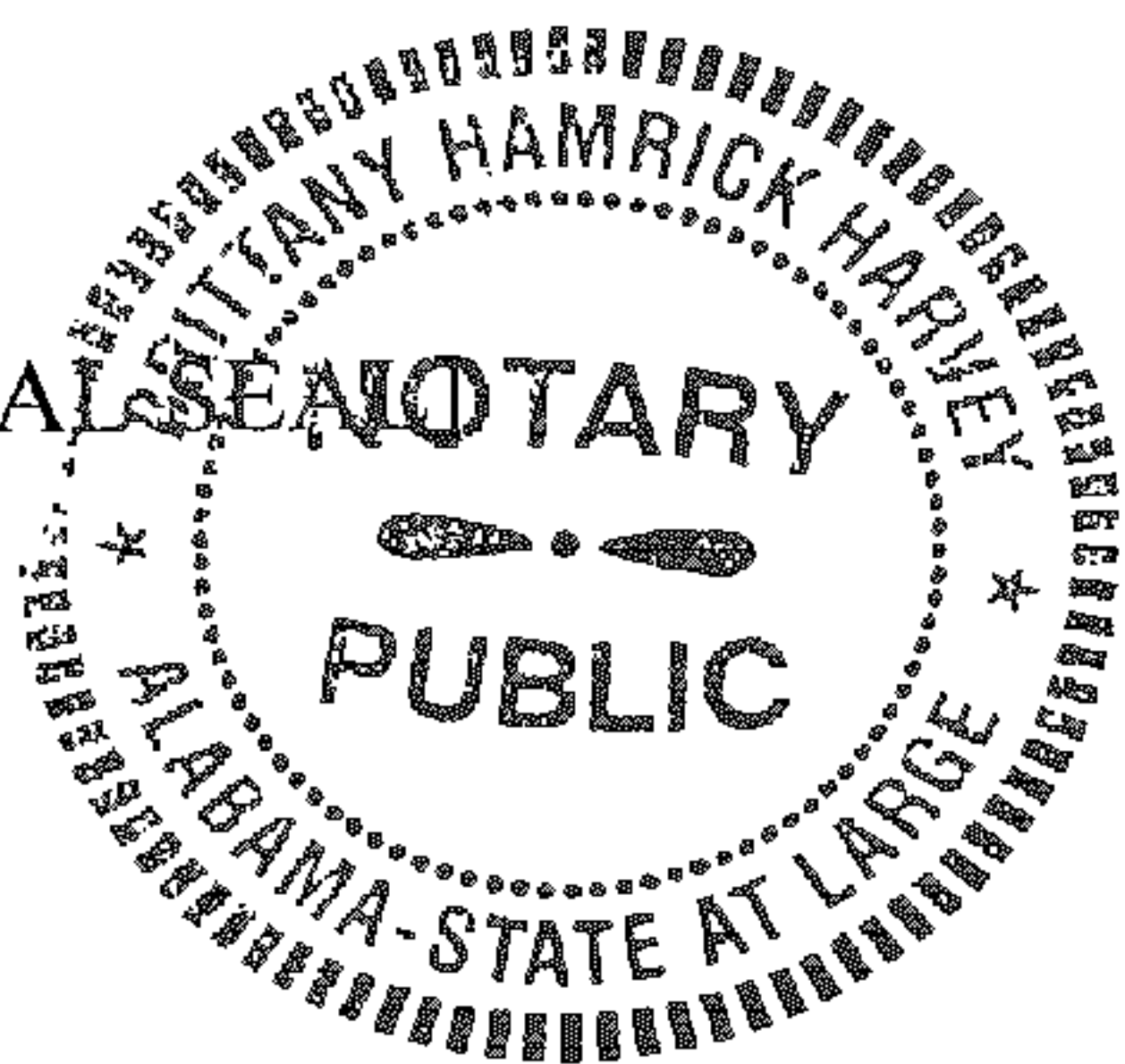
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Paul D. Stivender, whose name as SR. Vice President of **Regions Bank**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 17th day of December, 2024.

Brittany Hamrick Harvey
Notary Public

My commission expires: 4/25/2026


[NOTARIAL SEAL]

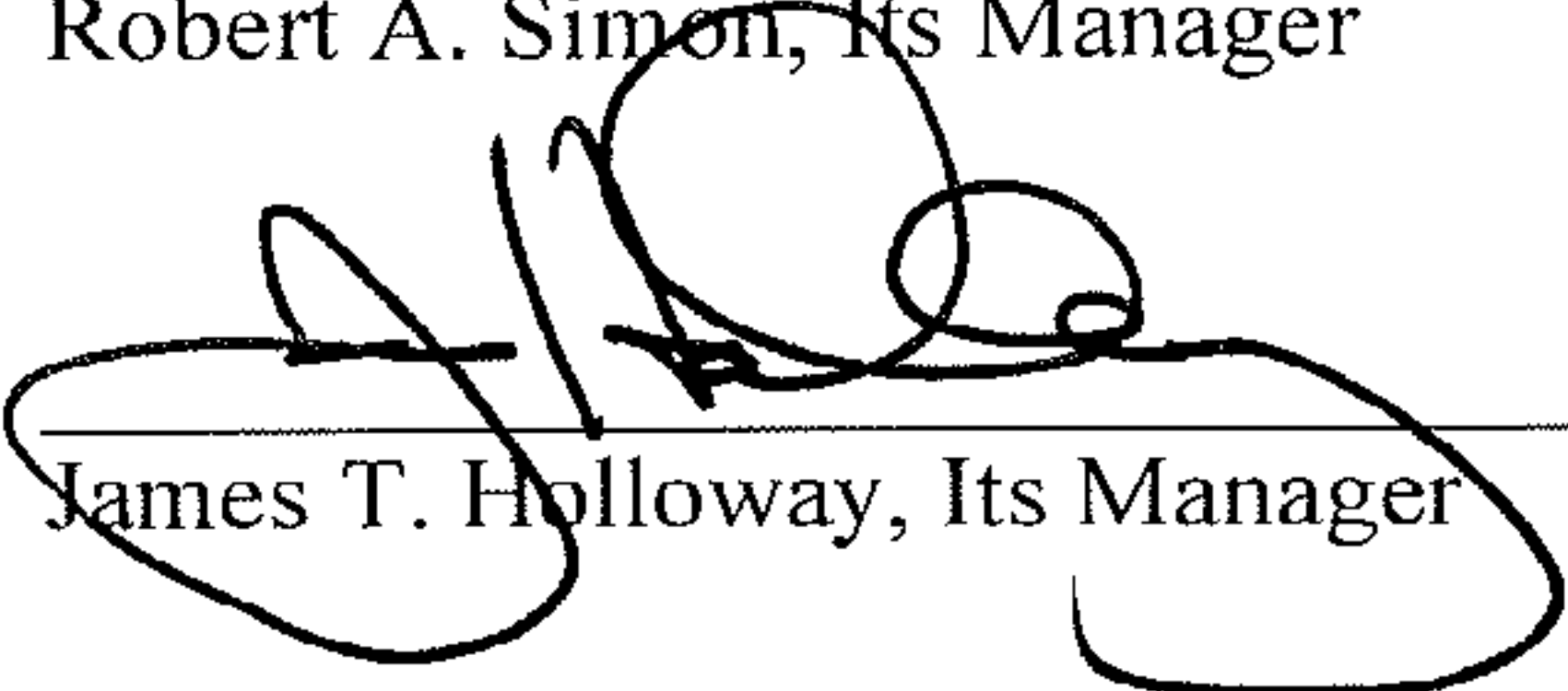


“OWNERS (cont.):”

HCR/RW HWC1, LLC

By: Riverwalk Parcel A Holdings, LLC
Its: Sole Member

By: 
Robert A. Simon, Its Manager


By: 
James T. Holloway, Its Manager

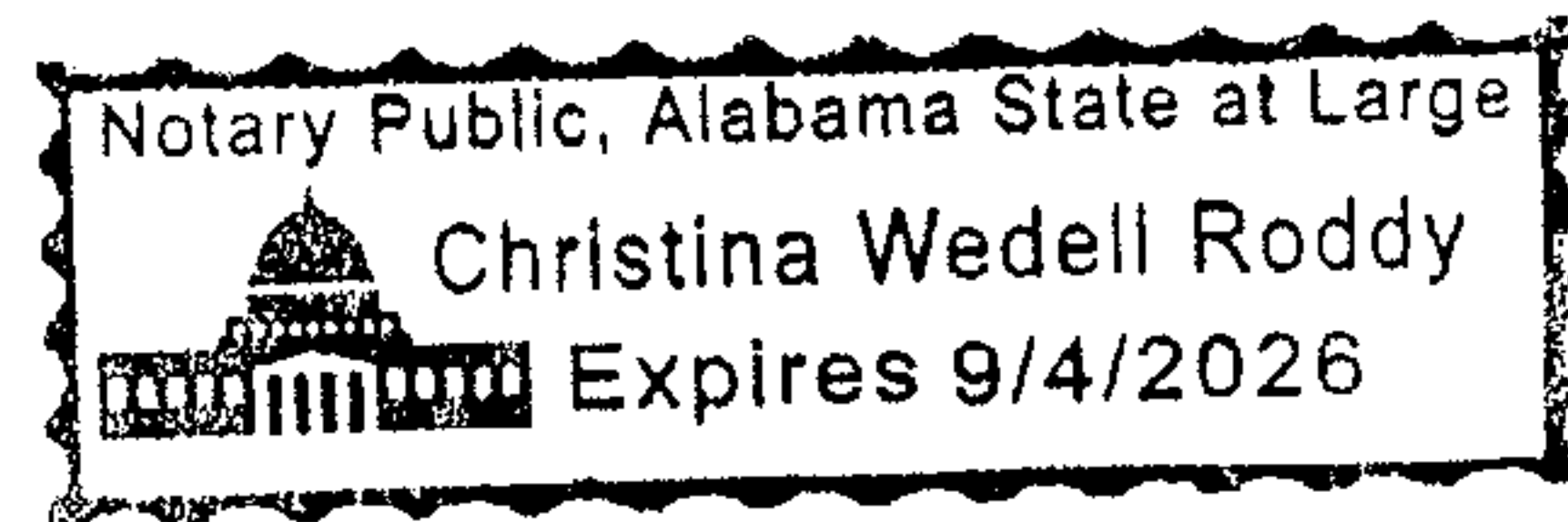
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, the sole member of **HCR/RW HWC1, LLC**, a Delaware limited liability company, are signed to the foregoing document and who are known to me, acknowledged before me on this day that, being informed of the contents of said document, they, as said Managers of said sole member, and with full authority, executed the same voluntarily for and as the act of said limited liability company for and as the act of said limited liability company.

GIVEN under my hand and official seal, this 16th day of December 2024.

[NOTARIAL SEAL]



Notary Public
My Commission Expires 9/4/2026

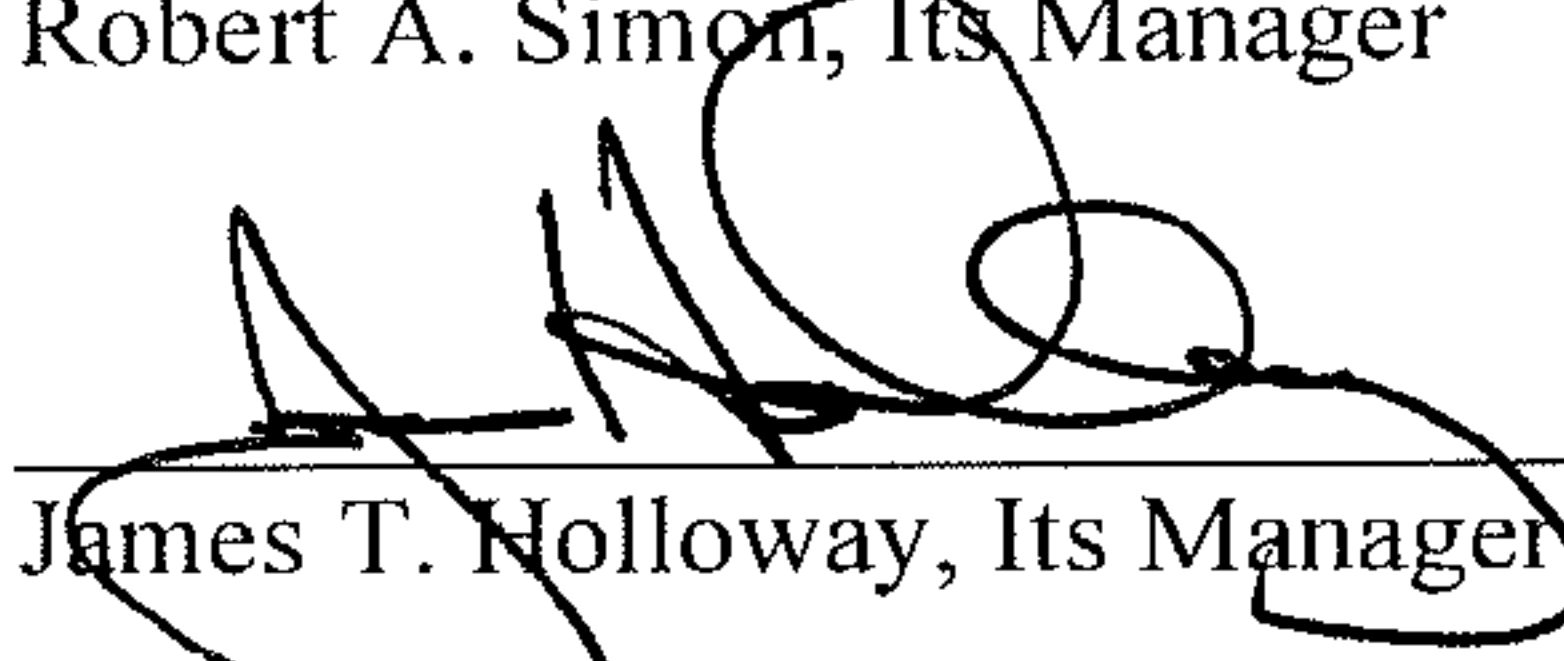


“OWNERS (cont.):”

HCC/RWV, LLC

By: Riverwalk Parcel B Holdings, LLC
Its: Sole Member

By: 
Robert A. Simon, Its Manager


By: 
James T. Holloway, Its Manager

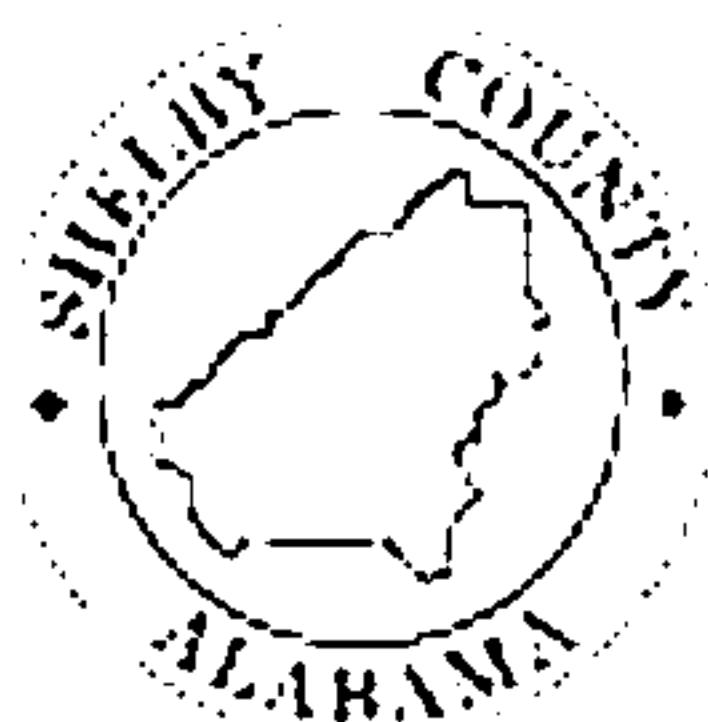
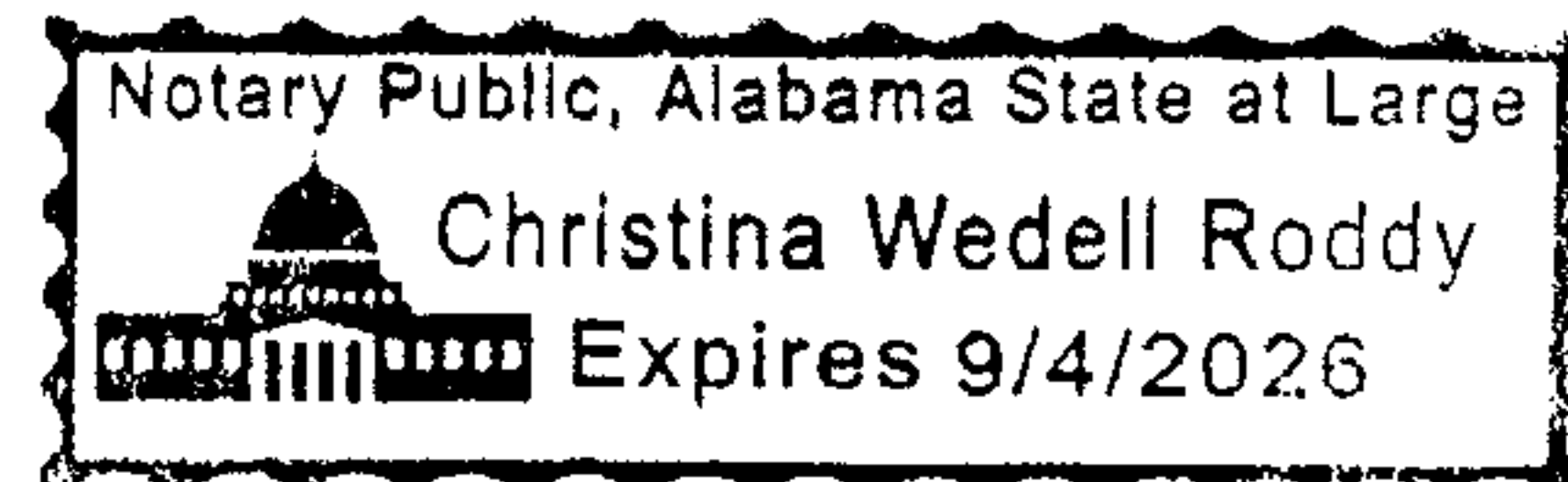
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel B Holdings, LLC, a Delaware limited liability company, the sole member of **HCC/RWV, LLC**, a Delaware limited liability company, are signed to the foregoing document and who are known to me, acknowledged before me on this day that, being informed of the contents of said document, they, as said Managers of said sole member, and with full authority, executed the same voluntarily for and as the act of said limited liability company for and as the act of said limited liability company.

GIVEN under my hand and official seal, this 16th day of December, 2024.

[NOTARIAL SEAL]


Notary Public
My Commission Expires 9/4/2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/20/2024 02:05:09 PM
\$35.00 JOANN
20241220000389280

