

STATE OF ALABAMA
COUNTY OF SHELBY

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of December 20th, 2024, between **SH RIVERWALK, LLC**, an Alabama limited liability company (“**Signature Owner**”), and **HCC/RWV, LLC**, a Delaware limited liability company (“**HCC Owner**”). Signature Owner and HCC Owner (collectively, the “**Owners**” and, each, an “**Owner**”) agree as follows:

1. **Recitals.** Signature Owner is now the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, and being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (hereinafter referred to as “**Signature Property**”). HCC Owner is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, and being more particularly described on Exhibit B attached hereto and made a part hereof by this reference (hereinafter referred to as “**HCC Property**” and, together with Signature Property, sometimes referred to herein as the “**Tracts**” and each, a “**Tract**”). A portion of Regions Drive, a private right-of-way, exists over a portion of the Signature Property as depicted by cross hatch on Exhibit C attached hereto (the “**Driveway Area**”). In consideration of the mutual covenants and conditions contained herein, Signature Owner desires to grant to HCC Owner and to its successors, assigns, tenants, occupants, employees, agents, contractors, customers, licensees, and invitees (collectively, the “**Permittees**”) a non-exclusive easement within the Driveway Area for ingress and egress and utilities to and from the HCC Property.

2. **Grant of Easement and Related Provisions.**

2.1 Grant of Access, Ingress and Egress Easement by Signature Owner. Signature Owner hereby establishes for the benefit of, and GRANTS and CONVEYS to HCC Owner, and unto all its Permittees, a non-exclusive perpetual easement appurtenant to the HCC Property over, upon, across and through that part of the Driveway Area located on the Signature Property, as more particularly described on Exhibit C attached hereto, for the purpose of pedestrian and vehicle ingress to, egress from, and access to the HCC Property and the public streets, roads, and highways abutting the Signature Property.

2.2 Grant of Utilities Easements. Signature Owner hereby establishes for the benefit of, and GRANTS and CONVEYS unto HCC Owner, its successors and assigns, and unto all tenants, licensees, invitees and business guests of HCC Owner, a non-exclusive and continuous easement appurtenant to the HCC Property (the “**Utilities Easement**”) on, over, across, along and through the Driveway Area, for the purpose of tapping, installation, extension, relocation, repair, maintenance, and replacement of all transmission, distribution and other lines, poles, mains, wires, pipes and all other appliances necessary for utilities (“**Utility Facilities**”), including electricity, gas, water, sanitary sewer, telephone, and cable television, to the HCC Property.

2.3 Construction of Improvements. Signature Owner agrees HCC Owner shall have, at HCC Owner's sole cost and expense and in HCC Owner's sole discretion, the right to install the following in and to the Driveway Area: (i) curb-cuts, crosswalks, guttering, directional and/or traffic signage; (ii) other traffic circulation improvements such as roundabouts or turn lanes; and (iii) utilities.

2.4 Construction Easement. Signature Owner GRANTS and CONVEYS a construction easement (the "**Construction Easement**") to HCC Owner to make improvements in, over, and to the Driveway Area.

2.5 No Barriers. No walls, fences or barriers of any sort or kind shall be constructed or maintained within the Driveway Area, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the various portions of the Tracts within which easements are granted herein.

3. **Obligations for Maintenance.**

3.1 Maintenance of Driveway Area and Improvements. Signature Owner and its successors and assigns shall be responsible for the maintenance and repairs (*e.g.* paving, striping, surface replacement) of the paved improvements within the Driveway Area. In the event Signature Owner desires to perform work on the Driveway Area, Signature Owner shall give notice of the same, together with reasonable details of the scope of the maintenance work, to HCC Owner.

3.2 Reimbursement of Maintenance Costs. Upon the performance of any maintenance or repairs pursuant to Section 3.1, Signature Owner shall give HCC Owner written notice of all out-of-pocket expenses incurred by Signature Owner in connection with such maintenance or repairs, together with invoices detailing such costs. HCC Owner shall reimburse Signature Owner a reasonable portion of such out-of-pocket expenses within 30 days following written notice therefor.

4. **Private Agreement.**

4.1 Covenants Running with the Land. The rights, privileges and easements herein granted are for the non-exclusive use, enjoyment and benefit all Owners and their Permittees. Except as otherwise provided in this Agreement, such rights and privileges shall be covenants running with the land, shall continue in full force and effect as a right appurtenant to ownership of the Tracts, or any portion thereof, and shall inure to the benefit of all Owners. This Agreement shall not be construed to grant rights to the public in general.

4.2 Modifications. The Owners of all the Tracts, by mutual written agreement, may terminate or modify this Agreement; *provided, however*, that these rights, privileges and easements shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the office of the Judge of Probate for the County wherein the Tracts are situated.

4.3 Non-Merger. The ownership at any time during the term of this Agreement of all of the Tracts, or any interest therein, by the same Owner or by an Owner and an affiliate entity of such Owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the Tracts.

4.4 Not a Public Dedication: Ownership and Control. Except as specifically set forth herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Tracts to the general public or for the general public or for any public use or purpose or to or for any party named herein whatsoever, it being the intention and understanding of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the parties hereto and their respective tenants, licensees, invitees, successors and assigns. Nothing contained in this Agreement, express or implied, shall confer upon any person or entity, other than the parties hereto, their respective tenants, licensees, invitees, business guests, successors and assigns, any rights or remedies under or by reason of this Agreement. In the case of each easement or other right created herein, the owner of the benefited property shall acquire only the limited rights to use the burdened property as set forth herein.

5. **Notices.** Any notice, request or demand which may or must be given or made under this Agreement shall be in writing and shall be (i) hand delivered or sent by Federal Express or other reputable courier service or (ii) by postage prepaid registered or certified mail, return receipt requested, or (iii) by electronic mail with hard copy by one of the other previously described methods, and shall be deemed given when received by the party for whom intended or when delivery is refused:

(a) If to Signature Owner:	SH Riverwalk, LLC 3545 Market Street Hoover, AL 35226 Attention: Mr. Jonathan Belcher jbelcher@e-signaturehomes.com
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with a copy to:	Hartman, Springfield & Walker, LLP 3138 Cahaba Heights Rd. Suite 110A Birmingham, AL 35243 Attention: Josh L. Hartman jhartman@hartmanspringfield.com
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(b) If to HCC Owner:	HCC/RWV, LLC 60 14 th Street South, Suite 104 Birmingham, AL 35233 Attn: Robert A. Simon rsimon@cr-endeavors.com
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with a copy to:

Dentons
2311 Highland Avenue South
Birmingham, AL 35205
Attn: Tom Ansley
tom.ansley@dentons.com

Each party to this Agreement may designate a change of address by notice given to the other party in accordance with the terms hereof.

6. General Provisions.

6.1 Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

6.2 Miscellaneous. This Agreement shall be interpreted according to the laws of the State of Alabama. No party shall assign its rights and obligations under this Agreement (except to a successor Owner, tenant or subtenant) without the prior written approval of the other Owner. 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, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. This 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, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Subject to the provisions set forth above regarding assignment by either party, this Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. With respect to all provisions of this Agreement, time is of the essence. Whenever the word "including" is used in this Agreement, it shall be deemed to mean "including without limitation." Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

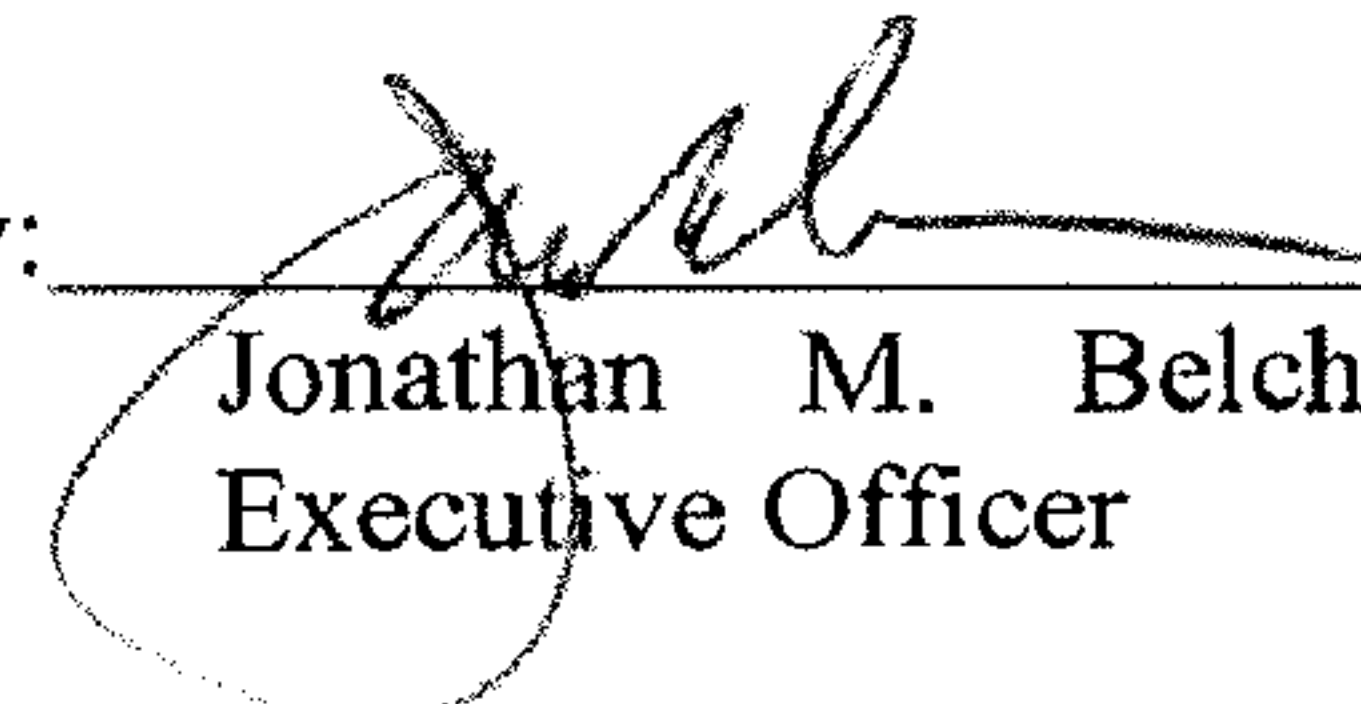
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

SIGNATURE OWNER:

SH Riverwalk, LLC, an Alabama
limited liability company

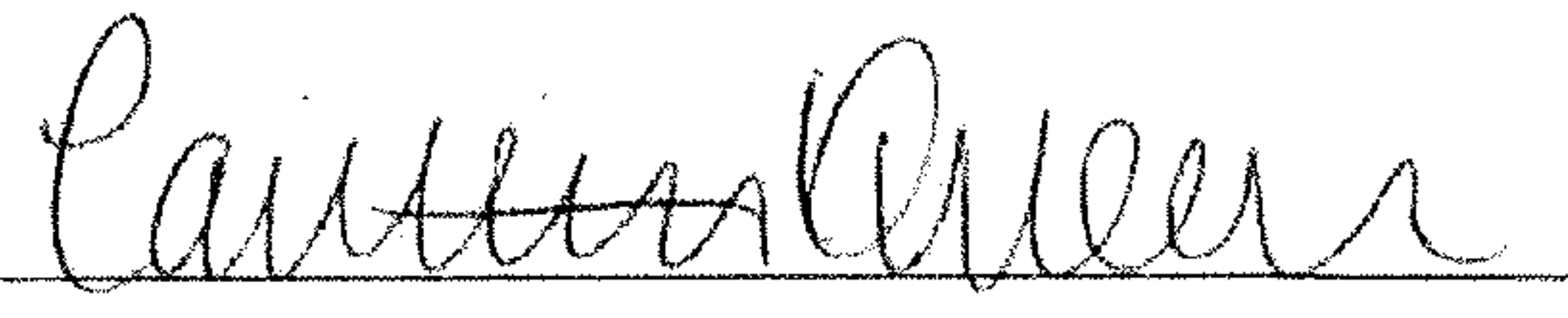
By: SB HOLDING CORP., an Alabama
corporation, Its Managing Member

By: 
Jonathan M. Belcher, Its Chief
Executive Officer

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

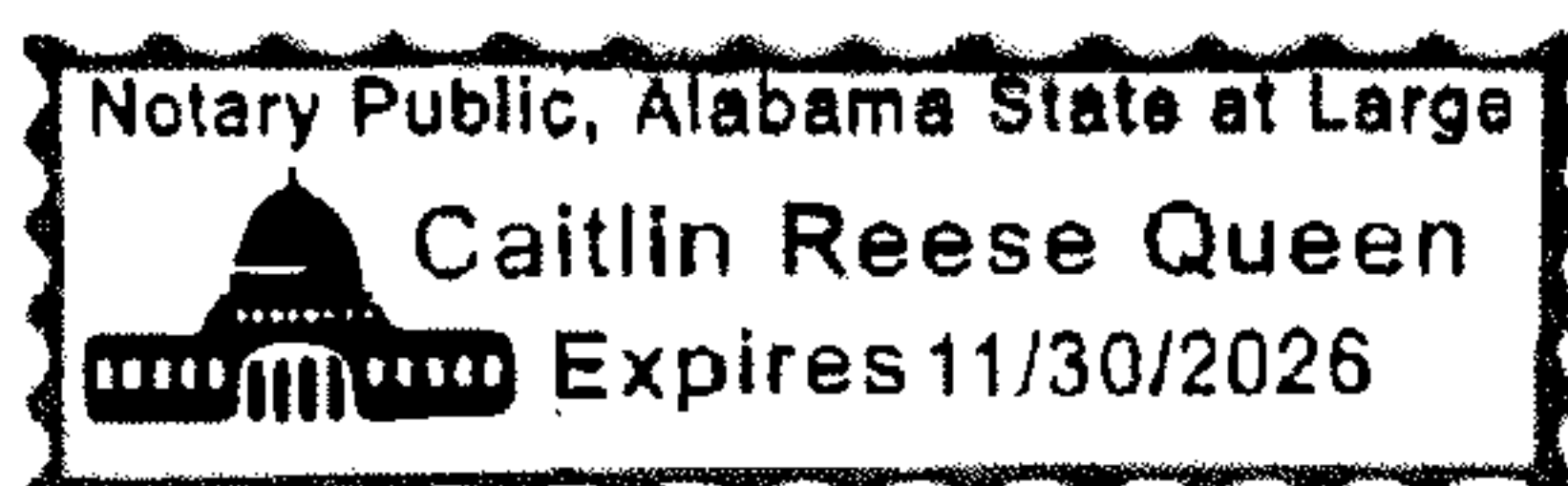
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Jonathan M. Belcher, whose name as Chief Executive Officer of SB Holding Corp., an Alabama corporation, as Managing Member of **SH Riverwalk, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Managing Member of the aforesaid limited liability company.

Given under my hand and seal this 20 day of December, 2024.


Notary Public

[NOTARIAL SEAL]

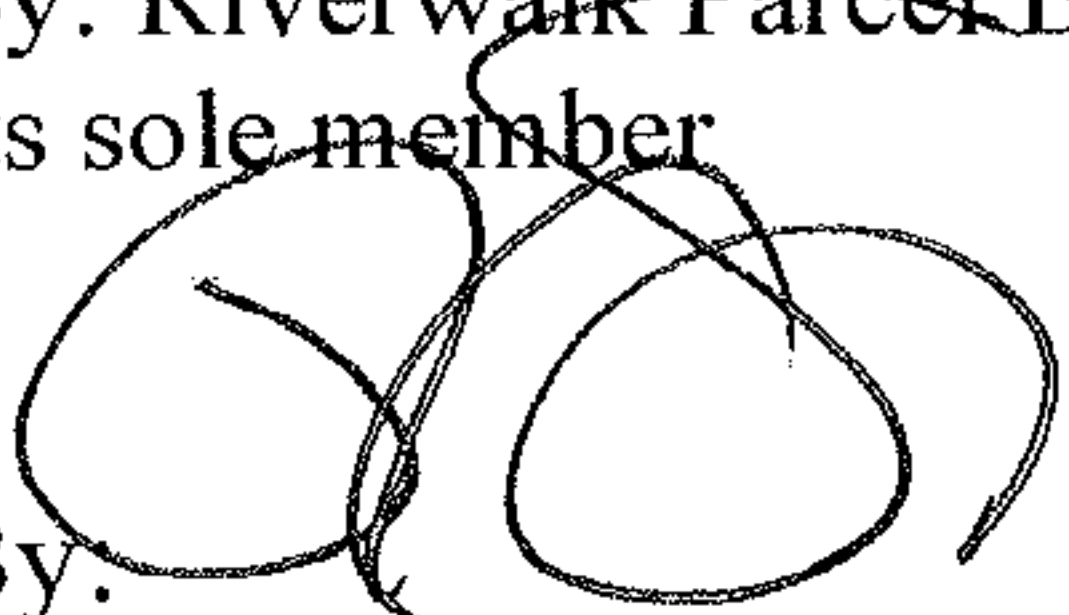
My commission expires: 11/30/2026



HCC OWNER:

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)

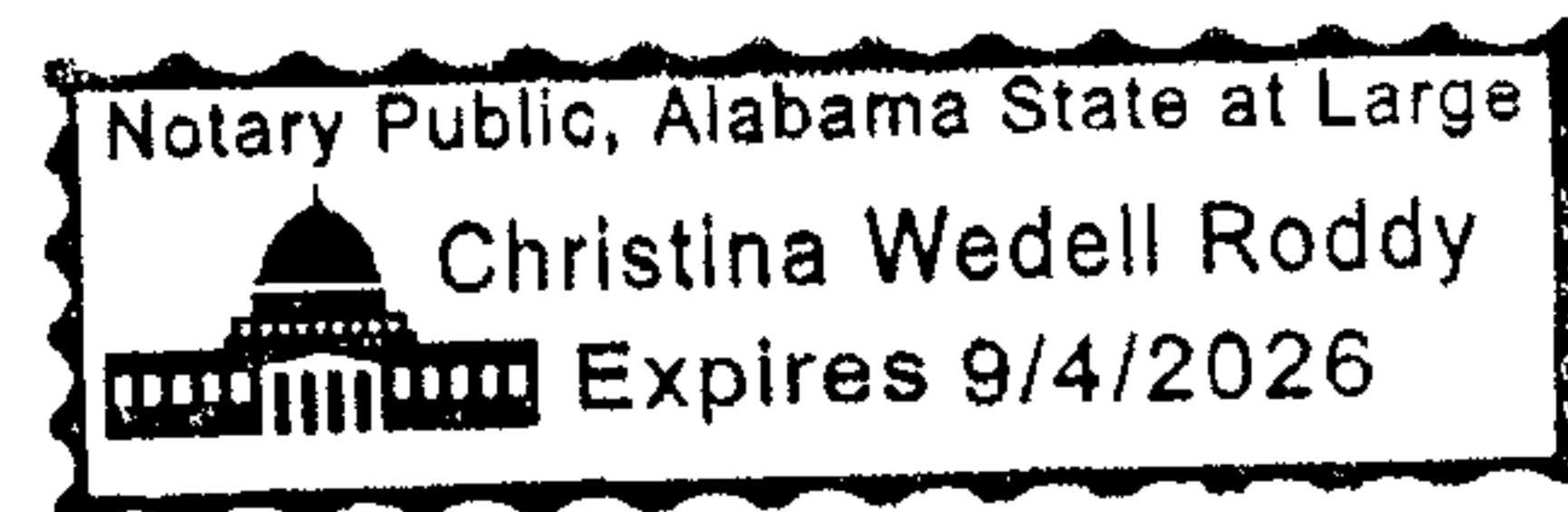
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Robert A. Simon, as a Manager of Riverwalk Parcel B Holdings, LLC, the Sole Member of HCC/RWV, LLC, a Delaware limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager 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 seal this 19 day of December 2024.


Notary Public

[NOTARIAL SEAL]

My commission expires: 9/4/2026



STATE OF Alabama)

COUNTY OF Jefferson ;

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that James T. Holoway, as a Manager of Riverwalk Parcel B Holdings, LLC, the Sole Member of HCC/RWV, LLC, a Delaware 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 the instrument, he, as such Manager 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.

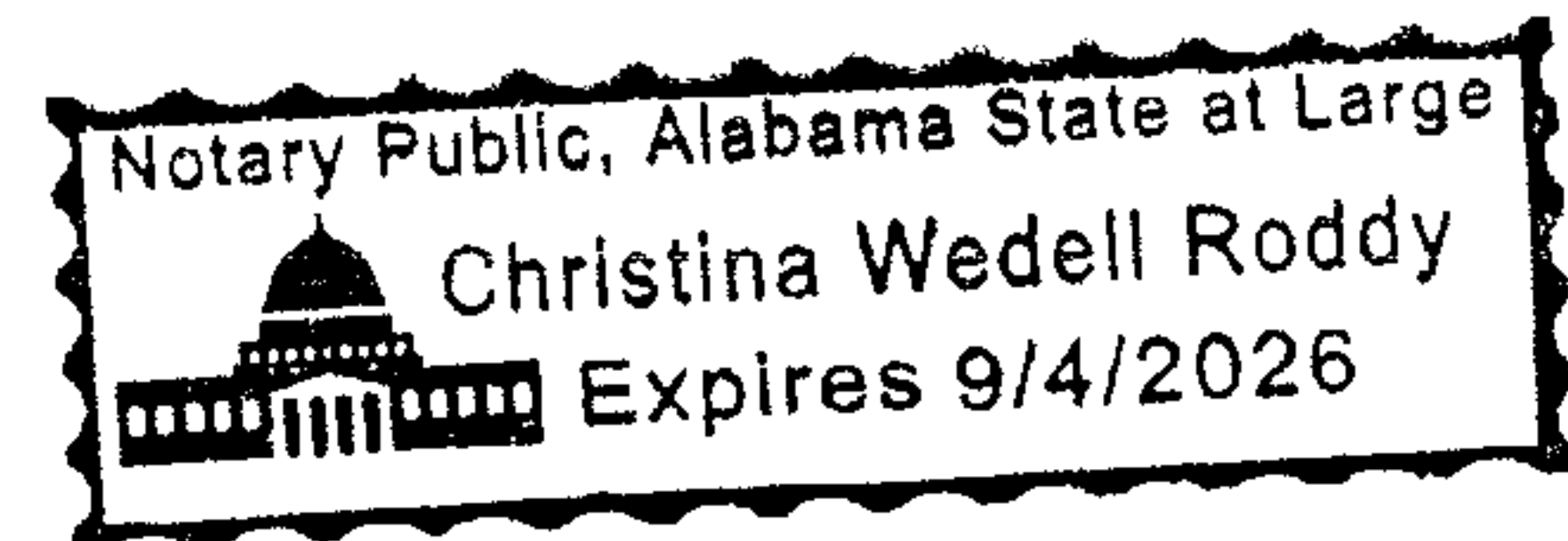
Given under my hand and seal this 19th day of December 2024.

Christina Wedell Roddy
Notary Public

[NOTARIAL SEAL]

My commission expires: 9/4/2026

THIS INSTRUMENT PREPARED BY:
Tom Ansley
Dentons
2311 Highland Avenue South
Birmingham, Alabama 35205



List of Exhibits

Exhibit A	Legal Description of Signature Property
Exhibit B	Legal Description of HCC Property
Exhibit C	Depiction of Driveway Area

EXHIBIT A**LEGAL DESCRIPTION OF SIGNATURE PROPERTY**

A part of Lot 1 according to the plat of Amsouth Riverchase as recorded in Map Book 18, Page 83 in the office of the Judge of Probate of Shelby County, Alabama being situated in the SE 1/4 of Section 19, and the Northeast 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

BEGIN at a WSE capped rebar at the Southwest corner of said Lot 1, said point being the Northwest corner of Lot 1B according to the survey of Brookwood Addition to Riverchase Resurvey as recorded in Map Book 29, Page 10 in the office of the Judge of Probate of Shelby County, Alabama and run S 85°28'33" E along the common lot line of said Lot 1 and Lot 1B for a distance of 683.41 feet to an uncapped 5/8 inch rebar situated on the Western right-of-way of Interstate 65; thence run N 04°36'09" E along said right-of-way for a distance of 304.68 feet to a 6 inch concrete monument; thence run N 30°17'32" E along said right-of-way for a distance of 958.33 feet to a 6 inch concrete monument; thence run N 61°19'10" E along said right-of-way for a distance of 575.48 feet to a 6 inch concrete monument; thence run N 16°05'41" E along said right-of-way for a distance of 256.57 feet to an ALA ENG capped iron; thence leaving said right-of-way run N 66°44'31" W for a distance of 100.69 feet to an ALA ENG capped iron; thence run N 39°26'38" W for a distance a of 63.38 feet to an ALA ENG capped iron; thence run N 52°21'25" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 207.81 feet, and a chord bearing of S 61°41'18" W; thence run along the arc of said curve for a distance of to an 214.03 feet; thence run tangent from said curve S 85°44'02" W for a distance of 110.34 feet to an ALA ENG capped iron on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.39 feet, and a chord bearing of N 55°22'21" W; thence run along the arc of said curve for a distance of 33.94 feet to an ALA ENG capped iron; thence run S 73°31'17" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 76.99 feet, and a chord bearing of S 07°47'47" E; thence run along the arc of said curve for a distance of to an 77.28 feet to an ALA ENG capped iron; thence run tangent from said curve S 00°53'09" W for a distance of 19.13 feet to an ALA ENG capped iron at the PC of a curve to the right, said curve having a radius of 225.00 feet, a chord length of 283.15 feet, and a chord bearing of S 39°52'45" W; thence run along the arc of said curve for a distance of 306.25 feet to an ALA ENG capped iron on a compound curve to the right, said curve having a radius of 525.00 feet, a chord length of 147.15 feet, and a chord bearing of S 86°55'43" W; thence run along the arc of said curve for a distance of 147.63 feet to an nail in the asphalt paving; thence run tangent from said curve N 85°00'56" W for a distance of 155.76 feet to an ALA ENG capped iron; thence run S 88°56'54" W for a distance of 83.30 feet to an ALA ENG capped iron; on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.88 feet, and a chord bearing of N 51°26'09" W; thence run along the arc of said curve for a distance of 34.57 feet to an ALA ENG capped iron on a curve to the right, said curve being the Eastern right-of-way of Riverchase Parkway East, said curve having a radius of 423.97 feet, a chord length of 393.28 feet, and a chord bearing of S 15°48'46" W; thence run along the arc of said curve and along said right-of-way for a distance of 408.95 feet to a WSE capped iron; thence run S 43°34'02" W for a distance of 162.63 feet along said right-of-way to a WSE capped iron on a non-tangent curve to the left, said curve

having a radius of 467.30 feet, a chord length of 143.34 feet, and a chord bearing of S 34°25'59" W; thence run along the arc of said curve and along said right-of-way for a distance of 143.90 feet to a GMC capped rebar; thence run S 25°56'39" W along said right-of-way for a distance of 165.57 feet to an uncapped 5/8 rebar on the PC of a curve to the right, said curve having a radius of 1083.71 feet, a chord length of 166.74 feet, and a chord bearing of S 30°21'23" W; thence run along the arc of said curve and along said right-of-way for a distance of 166.91 feet to a WSE capped iron; thence run S 34°43'16" W along said right-of-way for a distance of 179.94 feet to a WSE capped iron on a non-tangent curve to the left, said curve having a radius of 478.88 feet, a chord length of 271.14 feet, and a chord bearing of S 18°07'03" W; thence run along the arc of said curve and along said right-of-way for a distance of 274.90 feet to a GMC capped iron; thence run S 01°47'10" W along said right-of-way for a distance of 14.60 feet to the POINT OF BEGINNING.

Said parcel containing 23.78 acres, more or less.

EXHIBIT B**LEGAL DESCRIPTION OF HCC PROPERTY**

Lot 1 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama.

LESS & EXCEPT:

Parcel A-N, being more particularly described as follows:

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to the Point of Beginning; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to a point; thence run S 78°00'41" W, 34.78 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run S 78°00'29" W, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run S 78°00'41" W, 18.70 feet to a point; thence run N 05°58'18" W, 3.98 feet to a point; thence run S 78°01'44" W, 136.10 feet to a point; thence run N 11°34'32" W, 124.85 feet to a point; thence run N 77°57'56" E, 159.90 feet to a point; thence run N 17°34'46" W, 111.63 feet to a point; thence run S 82°58'11" W, 789.32 feet to a point lying on a 291.64-foot radius curve concave Northwesterly and the Southerly right-of-way line of Parkway Office Circle; thence run along said Southerly right-of-way line the following five (5) courses: thence Northeasterly along the arc of said curve, 146.33 feet to a point (chord bears N 42°48'49" E, 144.80 feet); thence N 28°25'27" E, 139.14 feet to a point lying on a 470.00-foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve 414.50 feet to a point (chord bears N 53°39'07" E, 401.19 feet); thence N 78°53'55" E, 387.73 feet to the PC of a 280.00-foot radius curve concave Northwesterly; thence run Northeasterly along the arc of said curve, 361.33 feet to a point (chord bears N 41°55'58" E, 336.77 feet); thence departing said Southerly right-of-way line, run N 79°44'36" E, 99.37 feet to the Point of Beginning.

AND ALSO LESS & EXCEPT:

Parcel A-S, being more particularly described as follows:

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

AND ALSO LESS AND EXCEPT:

A part of Lot 1 according to the plat of Amsouth Riverchase as recorded in Map Book 18, Page 83 in the office of the Judge of Probate of Shelby County, Alabama being situated in the SE 1/4 of Section 19, and the Northeast 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

BEGIN at a WSE capped rebar at the Southwest corner of said Lot 1, said point being the Northwest corner of Lot 1B according to the survey of Brookwood Addition to Riverchase Resurvey as recorded in Map Book 29, Page 10 in the office of the Judge of Probate of Shelby County, Alabama and run S 85°28'33" E along the common lot line of said Lot 1 and Lot 1B for a distance of 683.41 feet to an uncapped 5/8 inch rebar situated on the Western right-of-way of Interstate 65; thence run N 04°36'09" E along said right-of-way for a distance of 304.68 feet to a 6 inch concrete monument; thence run N 30°17'32" E along said right-of-way for a distance of 958.33 feet to a 6 inch concrete monument; thence run N 61°19'10" E along said right-of-way for a distance of 575.48 feet to a 6 inch concrete monument; thence run N 16°05'41" E along said right-of-way for a distance of 256.57 feet to an ALA ENG capped iron; thence leaving said right-of-way run N 66°44'31" W for a distance of 100.69 feet to an ALA ENG capped iron; thence run N 39°26'38" W for a distance a of 63.38 feet to an ALA ENG capped iron; thence run N

52°21'25" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 207.81 feet, and a chord bearing of S 61°41'18" W; thence run along the arc of said curve for a distance of to an 214.03 feet; thence run tangent from said curve S 85°44'02" W for a distance of 110.34 feet to an ALA ENG capped iron on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.39 feet, and a chord bearing of N 55°22'21" W; thence run along the arc of said curve for a distance of 33.94 feet to an ALA ENG capped iron; thence run S 73°31'17" W for a distance a of 50.00 feet to an ALA ENG capped iron on a non-tangent curve to the right, said curve having a radius of 255.00 feet, a chord length of 76.99 feet, and a chord bearing of S 07°47'47" E; thence run along the arc of said curve for a distance of to an 77.28 feet to an ALA ENG capped iron; thence run tangent from said curve S 00°53'09" W for a distance of 19.13 feet to an ALA ENG capped iron at the PC of a curve to the right, said curve having a radius of 225.00 feet, a chord length of 283.15 feet, and a chord bearing of S 39°52'45" W; thence run along the arc of said curve for a distance of 306.25 feet to an ALA ENG capped iron on a compound curve to the right, said curve having a radius of 525.00 feet, a chord length of 147.15 feet, and a chord bearing of S 86°55'43" W; thence run along the arc of said curve for a distance of 147.63 feet to an nail in the asphalt paving; thence run tangent from said curve N 85°00'56" W for a distance of 155.76 feet to an ALA ENG capped iron; thence run S 88°56'54" W for a distance of 83.30 feet to an ALA ENG capped iron; on the PC of a curve to the right, said curve having a radius of 25.00 feet, a chord length of 31.88 feet, and a chord bearing of N 51°26'09" W; thence run along the arc of said curve for a distance of 34.57 feet to an ALA ENG capped iron on a curve to the right, said curve being the Eastern right-of-way of Riverchase Parkway East, said curve having a radius of 423.97 feet, a chord length of 393.28 feet, and a chord bearing of S 15°48'46" W; thence run along the arc of said curve and along said right-of-way for a distance of 408.95 feet to a WSE capped iron; thence run S 43°34'02" W for a distance of 162.63 feet along said right-of-way to a WSE capped iron on a non-tangent curve to the left, said curve having a radius of 467.30 feet, a chord length of 143.34 feet, and a chord bearing of S 34°25'59" W; thence run along the arc of said curve and along said right-of-way for a distance of 143.90 feet to a GMC capped rebar; thence run S 25°56'39" W along said right-of-way for a distance of 165.57 feet to an uncapped 5/8 rebar on the PC of a curve to the right, said curve having a radius of 1083.71 feet, a chord length of 166.74 feet, and a chord bearing of S 30°21'23" W; thence run along the arc of said curve and along said right-of-way for a distance of 166.91 feet to a WSE capped iron; thence run S 34°43'16" W along said right-of-way for a distance of 179.94 feet to a WSE capped iron on a non-tangent curve to the left, said curve having a radius of 478.88 feet, a chord length of 271.14 feet, and a chord bearing of S 18°07'03" W; thence run along the arc of said curve and along said right-of-way for a distance of 274.90 feet to a GMC capped iron; thence run S 01°47'10" W along said right-of-way for a distance of 14.60 feet to the POINT OF BEGINNING.

Allie S. Beryl

DEPICTION OF DRIVEWAY AREA

