

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

TEMPORARY GRADING, ACCESS AND CONSTRUCTION
EASEMENT AGREEMENT

THIS TEMPORARY GRADING, ACCESS AND CONSTRUCTION EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the 20th day of December, 2024 by and among **HCC/RWV, LLC**, a Delaware limited liability company (the “Grantor”), and **SH RIVERWALK, LLC**, an Alabama limited liability company (“Grantee”).

RECITALS:

Contemporaneously herewith, Grantee has purchased from Grantor that certain real property (the “Benefited Property”) situated in the City of Hoover, Shelby County, Alabama containing approximately 23.78 acres more or less, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

Grantor is the owner of that certain real property (the “Burdened Property”) situated in the City of Hoover, Shelby County, Alabama, containing approximately 47.01 acres more or less, which is more particularly described in **Exhibit B** attached hereto, and incorporated herein by reference.

Grantee has purchased the Benefited Property from Grantor for the development of one hundred two (102) single-family residential townhomes and one hundred twenty-six (126) multi-family residential units in accordance with the 2023 Amendment to the Riverchase Planned Unit Development Regulations, and Conditional Use Application filed with the City of Hoover, Alabama on August 14, 2023, as approved by the City Council of Hoover, Alabama pursuant to Ordinance Number 23-2634102 (the “Development”).

Grantor has agreed to grant to Grantee, its parents, affiliates, agents, employees, representatives, contractors, successors and assigns (collectively, the “Grantee Parties”), a temporary grading, access and construction easement over, across, through, under and upon certain portions of the Burdened Property for the limited temporary purpose of grading and contouring upon, and construction access to, the Benefited Property from the Burdened Property situated adjacent to or in close proximity with the Benefited Property for the purpose of effectuating the Development.

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant of Temporary Grading Easement.** Commencing on the date hereof and continuing until the earlier of either (a) five (5) years from the date hereof or (b) the date on which Grantee provides written notice to Grantor that Grantee and any of the other Grantee Parties have elected to terminate the easement rights granted herein (the “Term”), Grantor does hereby grant to the Grantee Parties a temporary, non-exclusive easement over, across, through, under and upon those certain portions of the Burdened Property as identified on **Exhibit C** attached hereto and incorporated herein by reference (collectively, the “Grading Easement Area”) for the purposes of grading and regrading said areas adjacent to the Benefited Property, including, without limitation, the right to enter upon and to grade, regrade, seed, mulch, stabilize and maintain, in a neat and orderly manner, the Grading Easement Area, using construction vehicles, materials, personnel, machinery, and equipment which may be utilized by any of the Grantee Parties, or necessary in connection with the grading and regrading of the Benefited Property to effectuate the Development.

2. **Grant of Temporary Access and Construction Easement.** During the Term, Grantor does hereby further grant to the Grantee Parties a temporary, non-exclusive easement over, across, through, under and upon those certain portions of the Burdened Property as identified on **Exhibit D** attached hereto and incorporated herein by reference (collectively, the “Access Easement Area”) for the purposes of providing development and construction access to and from the Benefited Property, including, without limitation, transportation for all construction vehicles, materials, personnel, machinery, utility services and equipment which may be utilized by any of the Grantee Parties, or necessary in connection with the construction of a sanitary sewer to be dedicated to the City of Hoover, Alabama (the “City”), together with construction of a paved cul-de-sac as required by the City for use by emergency vehicles (the Grading Easement Area and the Access Easement Area herein collectively referred to as the “Easement Property”).

3. **Harmonious Use.** Grantor reserves the right and privilege to use the Easement Property for any purpose consistent with its intended and restricted use so long as such use does not interfere with the use of the Easement Property by any of the Grantee Parties.

3. **Compliance with Laws.** The Grantee Parties agree to at all times comply with any and all federal, state, county, city and other governmental statutes, ordinances, laws, code provisions, rules, regulations or requirements applicable to the use of the Easement Property.

4. **Insurance and Indemnity.**

(a) Commencing no later than the date on which any of the Grantee Parties begin utilizing the Easement Property for construction of the Development and continuing at all times thereafter throughout the Term, Grantee shall provide and maintain, at its sole cost and expense, the following insurance policies:

(i) commercial general liability insurance coverage (including contractual liability coverage regarding the indemnification obligations set forth below) for bodily injury (including death) and property damage with a combined single limit of not less than \$2,000,000 for each occurrence and not less than

\$3,000,000 in the aggregate;

(ii) worker's compensation insurance as required by law; and

(iii) automobile and vehicle liability insurance coverage for all owned, non-owned, leased or hired automobiles and vehicles in a primary limit amount of \$500,000 per occurrence for bodily injury; \$100,000 per occurrence for property damage.

(b) Each of the insurance policies described in Paragraph 4(a) above shall name Grantor as an additional insured thereunder pursuant to endorsement forms CG 2010 and CG 2037, or similar. All insurance to be maintained hereunder shall (i) be issued by companies having a Best rating of A-VII or higher and licensed to do business in the State of Alabama, (ii) be primary without right of contribution from Grantor's insurance policies (if any), (iii) be written on an occurrence (and not claims-made) basis, and (iv) contain the written agreement of the insurer to notify Grantor in writing at least thirty (30) days prior to cancellation of the policy. Grantee may provide the foregoing coverage through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies. Certificates of insurance evidencing the foregoing coverages shall be delivered to Grantor prior to any entry onto the Easement Property and each year thereafter at least ten (10) days prior to the expiration of the then applicable insurance policy. The limits of insurance required by this Agreement or as carried by Grantee shall not limit the liability of Grantee or relieve Grantee of any obligation hereunder.

(c) To the extent allowed by law, Grantee shall and does hereby indemnify and agree to defend and hold Grantor harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which Grantor may suffer, pay or incur as a result of any of the following (collectively, the "Indemnity Events"):

(i) Any injury or damage to persons (including death) or property occurring in or upon the Burdened Property in connection with any entry onto the Burdened Property by any of the Grantee Parties; and

(ii) Any fines, assessments, penalties, or other sums which Grantor may be required to pay as a result of any violations of any governmental requirements by any of the Grantee Parties in connection with the exercise or use of the easement rights granted pursuant to Paragraphs 1 and 2 above.

(d) The obligations set forth in Paragraph 4(c) above shall survive the termination of this Agreement with respect to any Indemnity Events occurring at any time prior to the expiration of the Term.

5. **Maintenance.** Grantee, at its sole cost and expense, shall be responsible for maintaining the Easement Property in reasonably neat, attractive, safe, functional, and good condition and repair, and in compliance with all laws, rules, regulations, and ordinances, such

that the use and enjoyment of the Easement Property by Grantee does not unreasonably hinder the use and enjoyment of the Burdened Property by Grantor. Additionally, Grantee shall not permit any lien, encumbrance, or claim to be filed against the Easement Property or any other portion of the Burdened Property. Upon termination of this Agreement, at the request of the then-current owner of the Burdened Property, Grantee shall cause the Easement Property to be repaired or restored by Grantee, at its sole cost and expense, to neat, attractive, safe, functional and good condition.

6. **Miscellaneous.**

(a) This Agreement may not be modified, amended or terminated except by a written instrument executed by Grantor and Grantee.

(b) Time is of the essence in the performance by each party hereto of its respective obligations hereunder.

(c) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth in this Agreement.

(d) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(e) Each exhibit which is referred and attached to this Agreement is incorporated herein as if set out fully in the body hereof.

(f) All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine and the singular shall include the plural and vice versa.

(h) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(j) All communications and notices expressly provided herein shall be sent, by first class mail, postage prepaid, by facsimile, by hand delivery or by a nationally recognized overnight courier for delivery on the following business day, as follows:

To Grantor: HCC/RWV, LLC
60 14th Street South, Suite 104
Birmingham, AL 35233
Attn: Robert A. Simon
rsimon@cr-endeavors.com

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

To Grantee: SH RIVERWALK, LLC
3545 Market Street
Hoover, AL 35226
Attention: Mr. Jonathan Belcher
jbelcher@e-signaturehomes.com

with a copy to: Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Rd.
Suite 110A
Birmingham, AL 35243
Attention: Josh L. Hartman
jhartman@hartmanspringfield.com

or to such other address as the parties shall designate from time to time by written notice.

(k) Nothing contained in the Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture or any association between or among any of the parties hereto.

(l) This Agreement, the easements granted herein, and the rights set forth herein shall not be assignable by Grantee without the express prior written consent of the Grantor. Until the termination of the Term, the easements granted herein shall constitute a covenant running with the Burdened Property; provided, however, in the event of any transfer of the Easement Property, the transferor shall be deemed released from any liability or obligations hereunder, except to the extent arising during such transferor's period of ownership.

(m) In the event either party defaults hereunder, then, in addition to the right to terminate this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity.

Exhibit List:

Exhibit A – Benefited Property
Exhibit B – Burdened Property
Exhibit C – Grading Easement
Exhibit D – Access & Construction Easement

[Signature and Acknowledgement Pages to Follow]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTOR:

HCC/RWV, LLC

By: Riverwalk Parcel B Holdings, LLC
Its sole member

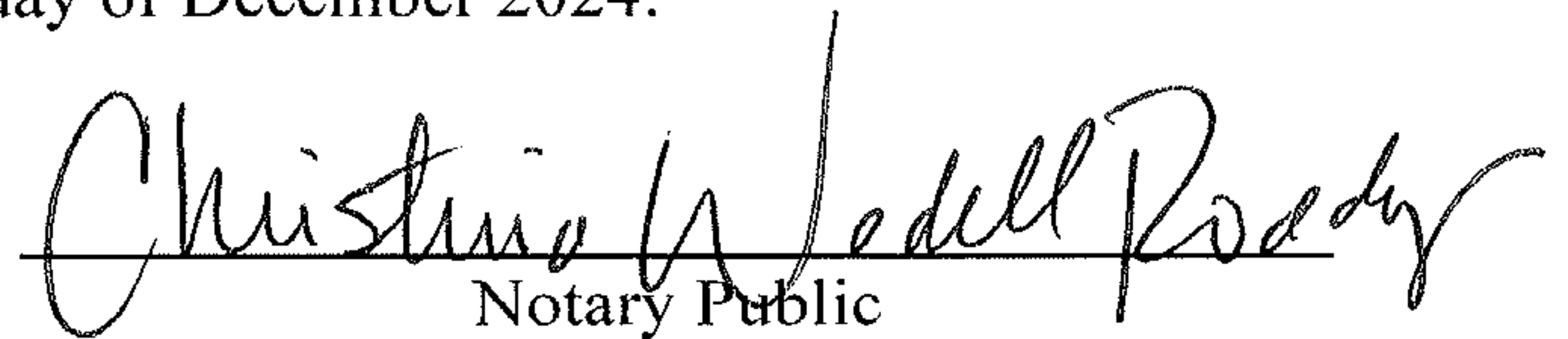
By: 
Robert A. Simon, Its Manager

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 18th 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 18th day of December 2024.

Christina Wedell Roedy
Notary Public

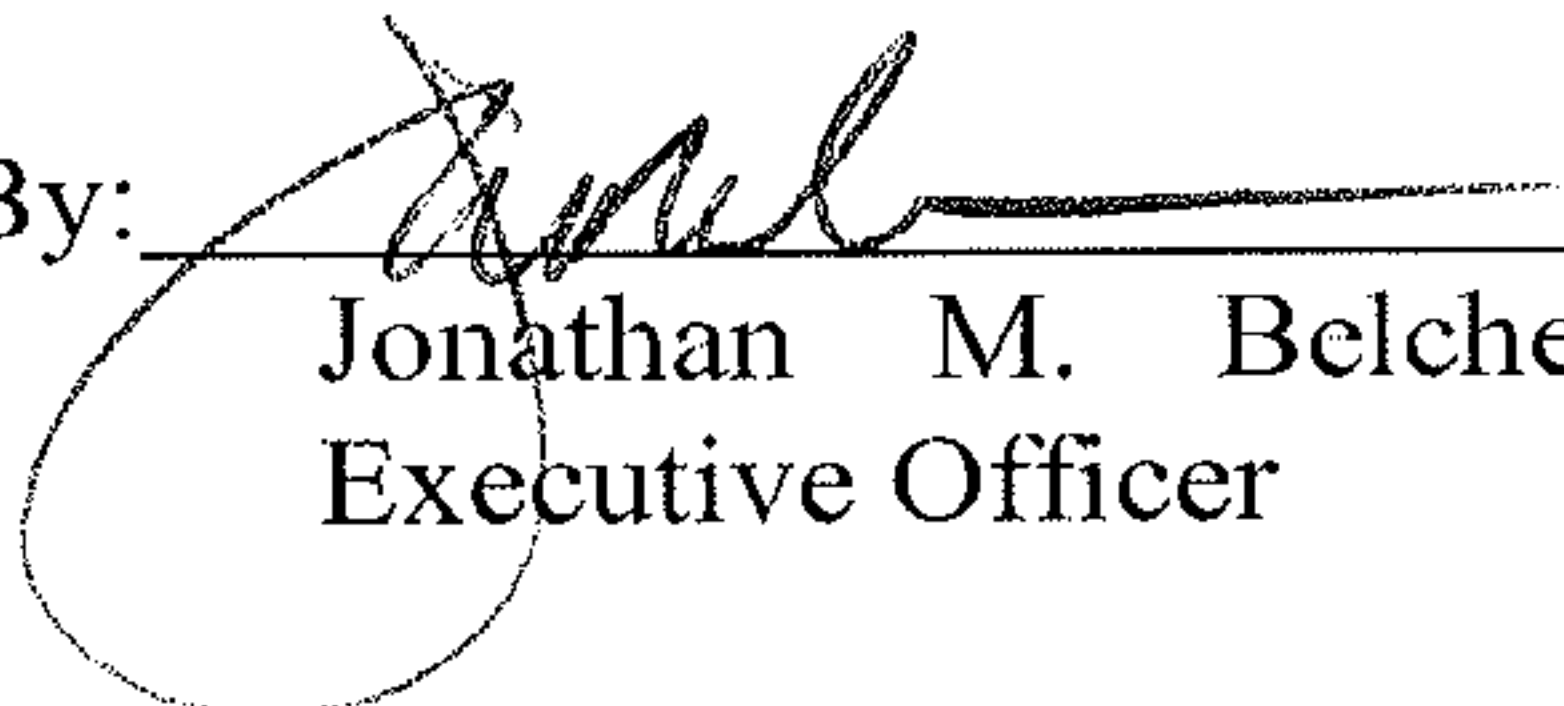
[NOTARIAL SEAL]

My commission expires: 9/4/2026

GRANTEE:

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

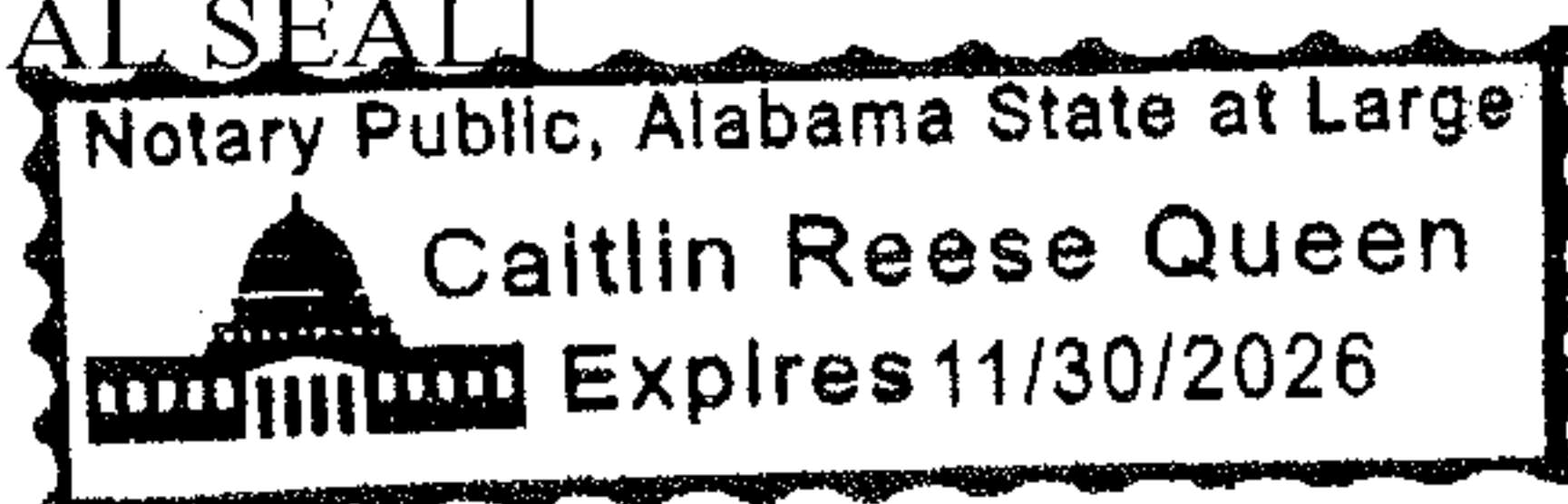
STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

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

This instrument prepared by:
Josh L. Hartman
Hartman, Springfield & Walker, LLP
3138 Cahaba Heights Rd.
Suite 110A
Birmingham, Alabama 35243

Exhibit A
[Benefited 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.

Exhibit B
[Burdened 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 N79°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.

Said described land lying and being situated in Sections 19, 20, & 30, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 70.79 acres (3,083,794.38 S.F.), more or less.

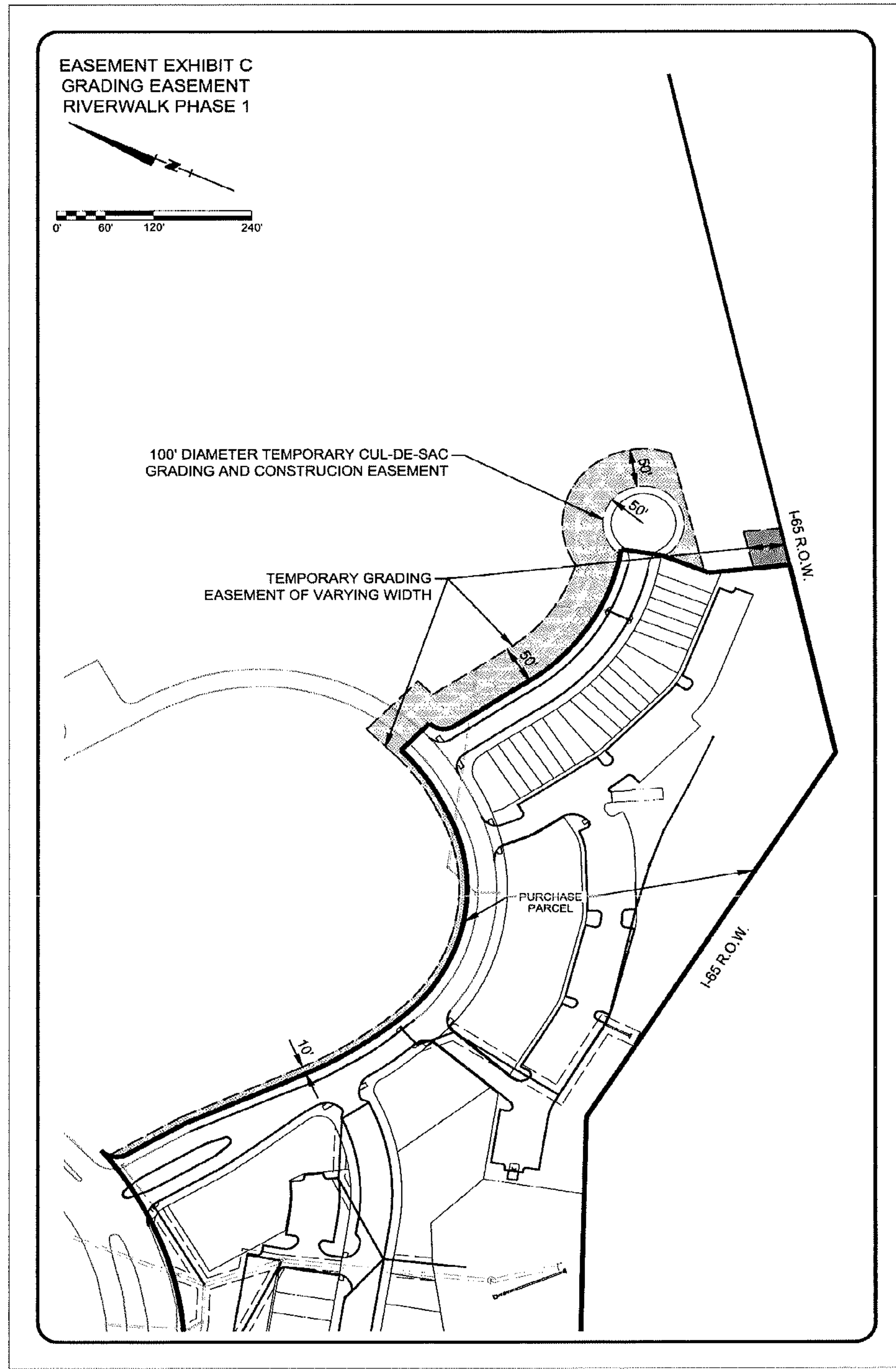
AND ALSO LESS & EXCEPT:

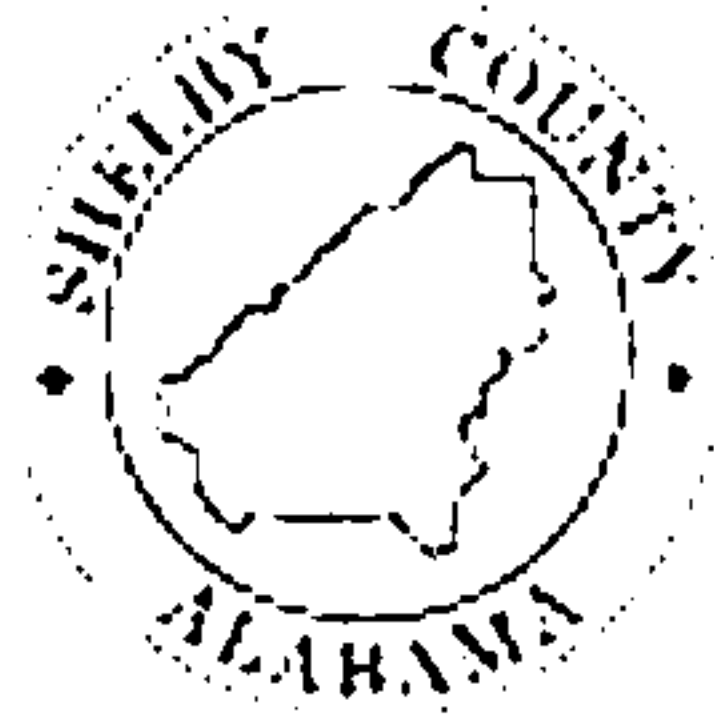
A part of Lot 1 according to the plat of Amsouth Riverchase as recorded in Map Book 18, Page 83 in the office of the Judge of Probate of Shelby County, Alabama being situated in the SE 1/4 of Section 19, and the Northeast 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama 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 of 63.38 feet to an ALA ENG capped iron; thence run N 52°21'25" W for a distance 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 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 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 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 a 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.

Exhibit C
[Grading Easement]





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/26/2024 11:52:13 AM
\$67.00 JOANN
20241226000393040

Allie S. Bayl

Exhibit D
[Access & Construction Easement]

