

STATE OF ALABAMA     )  
                                  :  
COUNTY OF SHELBY    )

**TERMINATION OF CERTAIN EASEMENT  
RIGHTS IN DEVELOPMENT AGREEMENTS**

THIS TERMINATION OF CERTAIN EASEMENT RIGHTS IN DEVELOPMENT AGREEMENTS (this "Termination Agreement") is made and entered into as of the 14<sup>th</sup> day of February, 2025 by **EBSCO DEVELOPMENT COMPANY, INC.**, an Alabama corporation ("EBSCO").

**RECITALS:**

EBSCO and Clayton Properties Group, Inc., a Tennessee corporation ("Clayton") have heretofore entered into that certain (a) Development Agreement dated June 14, 2021 (the "Phase 1 Development Agreement") which has been recorded as Instrument 20210615000292230 in the Office of the Judge of Probate of Shelby County, Alabama and (b) Development Agreement dated March 23, 2022 (the "Phase 2 Development Agreement") which has been recorded as Instrument 20220324000120060 in the aforesaid Probate Office.

Pursuant to the provisions of Paragraphs 3 of both the Phase 1 Development Agreement and the Phase 2 Development Agreement, Clayton granted to EBSCO certain easements with respect to each Additional Phase, as such term is defined in each of the Phase 1 Development Agreement and the Phase 2 Development Agreement.

Pursuant to the Purchase Agreement, as defined in each of the Phase 1 Development Agreement and the Phase 2 Development Agreement, all of the Additional Phases, as defined in both the Phase 1 Development Agreement and the Phase 2 Development Agreement, have been purchased by Clayton from EBSCO and, accordingly, the easement rights created pursuant to Paragraphs 3 of each of the Phase 1 Development Agreement and the Phase 2 Development Agreement are to be terminated.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EBSCO does hereby declare, acknowledge and agree that the easement rights set forth in Paragraphs 3 of the Phase 1 Development Agreement and the Phase 2 Development Agreement are hereby terminated and shall be of no further force or effect. Except as set forth in this Termination Agreement, all of the terms and provisions of the Phase 1 Development Agreement and the Phase 2 Development Agreement shall remain in full force and effect.

[Signature on the following page]

IN WITNESS WHEREOF, EBSCO has executed this Termination Agreement as of the day and year first above written.

**EBSCO DEVELOPMENT COMPANY, INC.,** an  
Alabama corporation

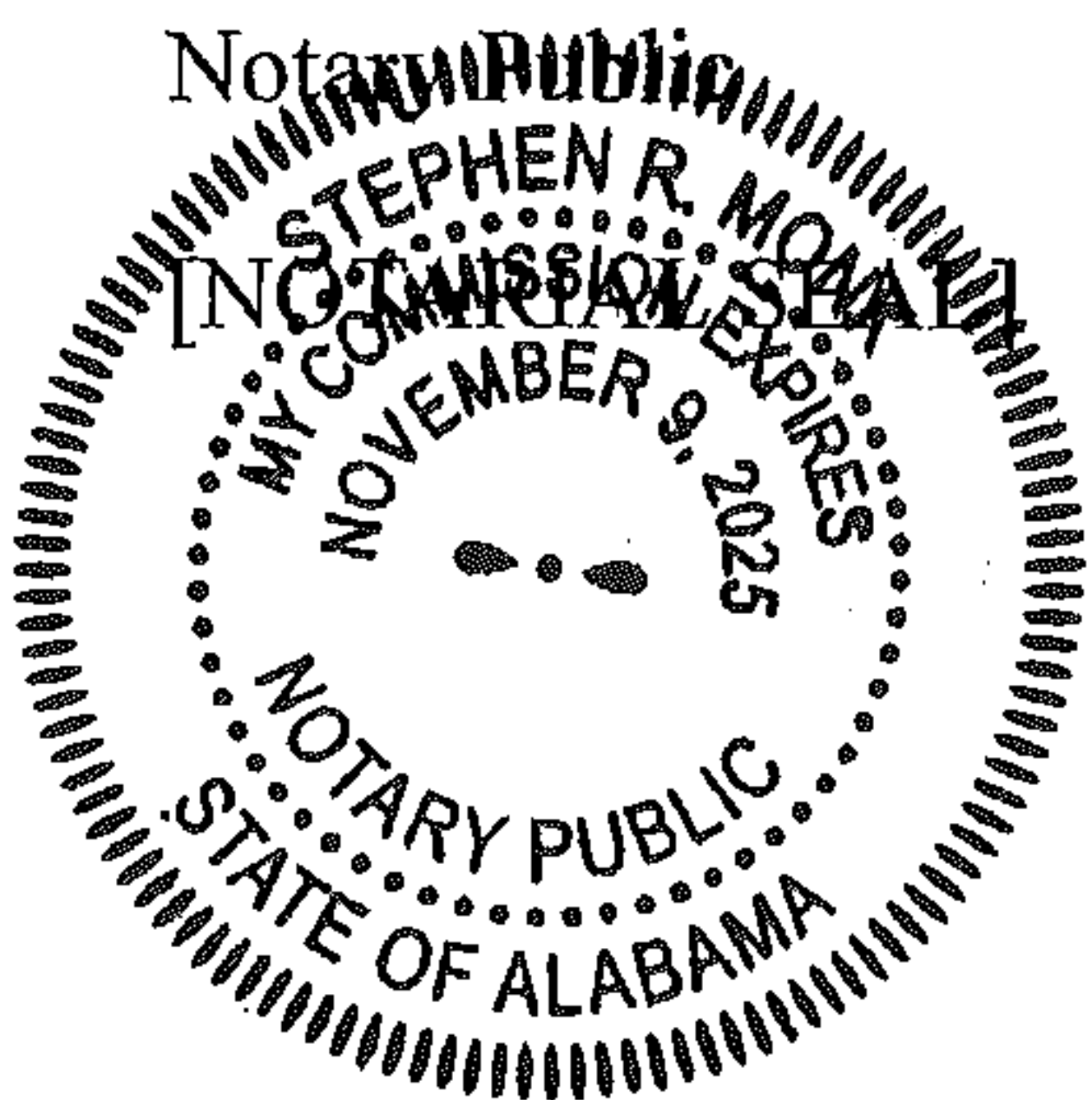
By: [Signature]  
Printed Name: Nicholas Dawson  
Its: VP

STATE OF ALABAMA                     )  
                                                      :  
COUNTY OF SHELBY                     )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Nicholas Dawson, whose name as Vice President of EBSCO DEVELOPMENT COMPANY, INC., an Alabama 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 14th day of February, 2025.

[Signature]



My commission expires: 11/9/2025

This instrument prepared by:  
Stephen R. Monk  
Bradley Arant Boult Cummings LLP  
1819 Fifth Avenue North  
Birmingham, Alabama 35203



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/14/2025 11:41:15 AM**  
**\$26.00 JOANN**  
**20250214000045950**

Allen S. Boyd