

**THIS INSTRUMENT PREPARED BY,
AND UPON RECORDING, RETURN TO:**

Charlie Kelley
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, AL 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (“Agreement”) is made and entered into effective as of the 30th day of April, 2025, by and between **IAI SIMMSVILLE ROAD LLC**, a Georgia limited liability company (“**Grantor**”), in favor of **THE CITY OF ALABASTER (“Grantee”)**.

WHEREAS, Grantor is the owner of that certain real property more particularly described on **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, Grantor’s predecessor in interest granted Grantee an ingress and egress easement pursuant to that certain Easement for Ingress and Egress dated September 12, 2005, which was recorded in the Office of the Judge of Probate of Shelby County on September 19, 2005, as Instrument No. 20050919000483470 (the “**Original Easement Agreement**”); and

WHEREAS, Grantor and Grantee desire to amend, restate and replace the Original Easement Agreement in its entirety, as more particularly described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Amendment and Restatement**. This Agreement amends, restates and replaces the Original Easement Agreement in its entirety, effective as of the date this Agreement is recorded in the Office of the Judge of Probate of Shelby County, Alabama.

2. **Access and Sewer Easements**. Grantor does hereby declare, establish, grant, and convey, to and for the benefit of Grantee, a permanent, non-exclusive easement for ingress and egress (the “**Access Easement**”) over, upon, and across the portion of the Property described and depicted on **Exhibit “B”** attached hereto (the “**Easement Area**”), for the purpose of vehicular and pedestrian ingress and egress over, upon, and across the Easement Area.

Grantor does hereby declare, establish, grant, and convey, to and for the benefit of Grantee, a permanent, non-exclusive underground sanitary sewer easement (the “**Sewer Easement**” and together with the Access Easement, the “**Easements**”) in, on, over, under, through, across, and within the Easement Area. The purpose of the Sewer Easement is to construct, reconstruct, replace, repair, operate, test and maintain an underground sanitary sewer line and related facilities within the Easement Area. In the event that Grantee removes landscaping or other improvements or otherwise damages any portion of the Easement Area, Grantee shall, at its sole expense, promptly replace the landscaping or other improvements and restore the Easement Area to substantially the same condition it was in prior to the commencement of the work involved.

3. **Nature and Duration of Easement.** The Easements shall be permanent, perpetual and non-exclusive in nature.

4. **Agreements Run with Land.** Both the benefits and the burdens of the Easements and rights established by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective successors and assigns.

5. **Interpretation.** The easements, benefits, rights and obligations set forth herein shall be interpreted so as to allow the owners of the lands affected hereby to enjoy the commercially reasonable use and benefit of the same while fulfilling the essential purposes of such easement, covenants and restrictions. Grantor reserves the right to use the Easement Area for ingress and egress and for other purposes not inconsistent with the Easements.

6. **Captions and Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of any provisions of this Agreement.

7. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenants, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the internal laws of the State of Alabama.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto in respect of the easement hereby conveyed, and neither party is bound by any previous representations or agreements of any kind regarding the Easements except as herein contained. This Agreement and any provision herein contained may be terminated, extended, modified or amended only with the express written consent of Grantor and Grantee.

10. **Construction**. Grantor and Grantee each acknowledge and agree that this Agreement has been fully negotiated by both parties, is fair to both parties, and should not be construed against the drafter or the party responsible for preparing this Agreement. Grantor and Grantee each waive its rights under any common law or statutory rule to the contrary.

[Remainder of document intentionally left blank]

EXECUTED as of the date and year first above written.

GRANTOR:

IAI SEP SIMMSVILLE ROAD LLC, a Georgia
limited liability company

By: IAI SEP OHP JV I LLC,
a Georgia limited liability company
Its: Sole Member and Manager

By: IAI SEP Sponsor JV LLC,
a Georgia limited liability company,
Its: Manager

By: Stoic Equity Partners, LLC,
an Alabama limited liability company,
Its: Manager

By: J. Grant Ream
Name: J. Grant Ream
Its: Member Manager

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Manager of Stoic Equity Partners, LLC, an Alabama limited liability company, such entity being the Manager of IAI SEP Sponsor JV LLC, a Georgia limited liability company, such entity being the Manager of IAI SEP OHP JV I LLC, a Georgia limited liability company, and such entity being the Sole Member and Manager of IAI SEP SIMMSVILLE ROAD LLC, a Georgia 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day that the same bears date.

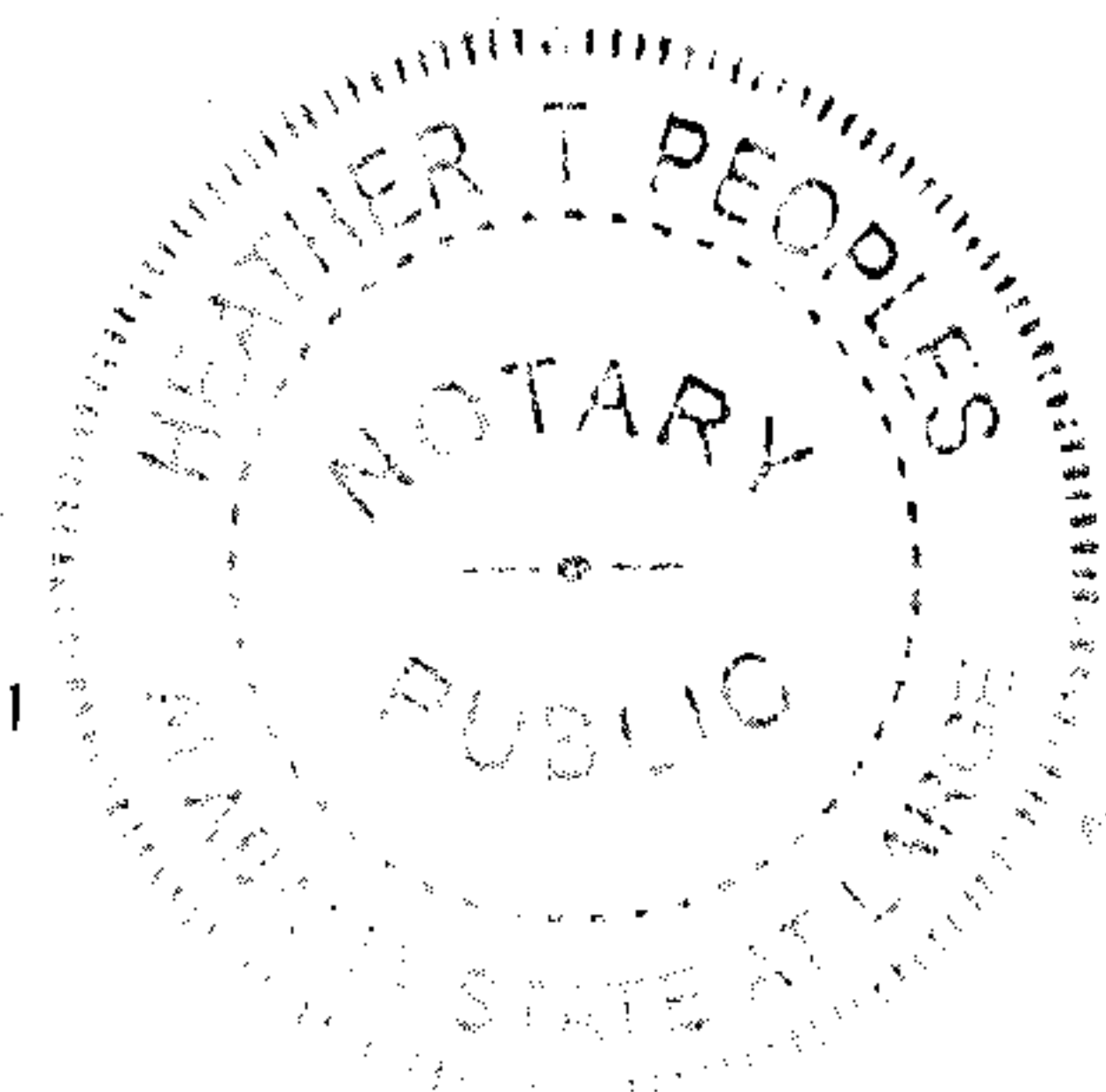
Given under my hand and official seal, this 28 day of April, 2025.

Heather T Peoples
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

HEATHER T PEOPLES
Notary Public, Alabama State At Large
My Commission Expires Feb. 26, 2029



GRANTEE:

THE CITY OF ALABASTER

By: Scott Brakefield
Name: Scott Brakefield
Its: Mayor

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Scott Brakefield whose name as Mayor of City of Alabaster 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 said instrument, s/he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Alabaster on the day that the same bears date.

Given under my hand and official seal, this 24 day of April, 2025.

Misty Gordon
Notary Public

My commission expires: 12-1-27

[NOTARIAL SEAL]



EXHIBIT "A"**DESCRIPTION OF PROPERTY**

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36 AND RUN NORTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 447.26 FEET TO A POINT; THENCE LEFT 90 DEGREES AND RUN WEST FOR A DISTANCE OF 101.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #11; THENCE TURNING RIGHT 110 DEGREES 58 MINUTES 30 SECONDS, RUN NORTH 21 DEGREES 12 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 183.35 FEET TO A POINT ON SAID RIGHT OF WAY, BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE NORTH 21 DEGREES 12 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 70.04 FEET TO A POINT; THENCE NORTH 68 DEGREES 51 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 10.01 FEET TO A POINT; THENCE NORTH 21 DEGREES 13 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 122.91 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1607.04 FEET AND A DELTA OF 00 DEGREES 45 MINUTES 00 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC DISTANCE OF 21.03 FEET (CHORD BEARS NORTH 21 DEGREES 34 MINUTES 16 SECONDS EAST, 21.03 FEET) TO A POINT; THENCE RUN SOUTH 69 DEGREES 01 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVING TO THE SOUTHEAST, HAVING A RADIUS OF 1597.04 FEET AND A DELTA OF 03 DEGREES 48 MINUTES 35 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC DISTANCE OF 106.19 FEET (CHORD BEARS, NORTH 23 DEGREES 03 MINUTES 45 SECONDS EAST, 106.17 FEET) TO A POINT; THENCE RUN SOUTH 64 DEGREES 29 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 90.54 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 280.25 FEET TO A POINT ON A CURVE, CONCAVING TO THE WEST, HAVING A RADIUS OF 11,334.30 FEET AND A DELTA OF 02 DEGREES 51 MINUTES 44 SECONDS; THENCE RUN ALONG SAID CURVE FOR A DISTANCE OF 566.20 FEET (CHORD BEARS SOUTH 00 DEGREES 28 MINUTES 03 SECONDS EAST, 566.14 FEET) TO A POINT; THENCE RUN NORTH 56 DEGREES 00 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 350.44 FEET; THENCE RUN NORTH 60 DEGREES 42 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 223.79 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #11, BEING THE POINT OF BEGINNING.

EXHIBIT “B”**DESCRIPTION AND DEPICTION OF EASEMENT AREA**

COMMENCE AT THE SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 36 AND RUN NORTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 447.26 FEET TO A POINT; THENCE RUN WEST FOR A DISTANCE OF 101.26 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #11; THENCE RUN NORTH 21 DEGREES 12 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 253.38 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE NORTH 68 DEGREES 51 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 10.01 FEET TO A POINT; THENCE NORTH 21 DEGREES 13 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 122.91 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1607.04 FEET AND A DELTA OF 00 DEGREES 45 MINUTES 00 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC DISTANCE OF 21.03 FEET (CHORD BEARS NORTH 21 DEGREES 34 MINUTES 16 SECONDS EAST, 21.03 FEET) TO A POINT; THENCE RUN SOUTH 69 DEGREES 01 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT ON A CURVE, CONCAVING TO THE SOUTHEAST, HAVING A RADIUS OF 1597.04 FEET AND A DELTA OF 02 DEGREES 51 MINUTES 12 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE, AN ARC DISTANCE OF 79.53 FEET (CHORD BEARS, NORTH 22 DEGREES 35 MINUTES 04 SECONDS EAST, 79.52 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, AN ARC LENGTH OF 26.66 FEET (CHORD BEARS NORTH 24 DEGREES 29 MINUTES 21 SECONDS EAST, 26.66 FEET) TO A POINT; THENCE RUN SOUTH 64 DEGREES 29 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 90.54 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 229.37 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 26 SECONDS EAST A DISTANCE OF 13.89 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 59 MINUTES 34 SECONDS WEST, ALONG A LINE BEING ONE FOOT NORTH OF AND PARALLEL TO A BUILDING, A DISTANCE OF 266.62 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES 29 MINUTES 34 SECONDS WEST A DISTANCE OF 61.97 FEET TO THE POINT OF BEGINNING.

[Depiction on following page]

