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in compilation with:  
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Birmingham, AL 35203  
(205) 251-8484

GRANTOR NAME: 2500 Associates, LLC, an Alabama limited liability company  
ADDRESS: 2200 Woodcrest Place, Suite 210, Birmingham, AL 35209

GRANTOR NAME: GR Calera Partners, LLC, an Alabama limited liability company  
ADDRESS: 2200 Woodcrest Place, Suite 210, Birmingham, AL 35209

GRANTEE NAME: DG Holdings, LLC, a Mississippi limited liability company, doing  
business in Alabama as DG Holdings of Alabama, LLC  
ADDRESS: 825 Sisk Avenue, Suite 200, Oxford, MS 38655

STATE OF ALABAMA  
COUNTY OF SHELBY

**EASEMENT AGREEMENT**  
**WITH COVENANTS AND RESTRICTIONS**

Calera, AL (George Roy Parkway)

THIS EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the “Agreement”) is made this 1<sup>st</sup> day of July, 2025 by and between **DG Holdings, LLC**, an Alabama limited liability company doing business in Alabama as DG Holdings of Alabama, LLC (hereinafter referred to as “DG Holdings”), on the one hand, and **2500 Associates, LLC**, an Alabama limited liability company (“2500”), and **GR Calera Partners, LLC**, an Alabama limited liability company (“Partners”), on the other hand (2500 and Partners are collectively referred to as “2500/Partners”).

**WITNESSETH:**

WHEREAS, DG Holdings is the owner of that certain tract or parcel of land lying and being in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and made a part hereof by this reference (hereinafter referred to as the “DG Holdings Tract”); and

WHEREAS, 2500 is the owner of that certain tract or parcel of land contiguous to the DG Holdings Tract and 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 the “2500 Tract”); and

WHEREAS, Partners is the owner of that certain tract or parcel of land contiguous to the DG Holdings Tract and lying and being in Shelby County, Alabama, and being more particularly described on Exhibit C attached hereto and made a part hereof by this reference (hereinafter referred to as the “Partners Tract”) (the DG Holdings Tract, the 2500 Tract and the Partners Tract each being herein sometimes referred to individually as a “Tract” and collectively as the “Tracts”); and;

WHEREAS, DG Holdings, on the one hand, and 2500 and Partners, on the other hand, desire to establish certain easements and rights benefiting and burdening Tracts, as hereinafter provided.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, DG Holdings, 2500 and Partners do hereby covenant and agree as follows:

1. Benefited Parties/Binding Effect. The rights, easements and obligations established in this Agreement shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Easements.

Calera, AL (George Roy Parkway)

(a) 2500 Easement. 2500 hereby grants and conveys to DG Holdings, for the benefit of and as an appurtenance to the DG Holdings Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the 2500 Tract designated as "Easement Area Across the 2500 Tract" on Exhibit D attached hereto and made a part hereof by this reference (the "2500 Easement") for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing the Easement Area Across the 2500 Tract. In no event shall the Easement Area Across the 2500 Tract be altered or changed in any manner without the written consent of DG Holdings or its successors and/or assigns.

2500 hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense except as set forth below, the Easement Area Across the 2500 Tract, including any driveways, curbing, paving and lighting located thereon. In the event that 2500 defaults in its obligation to so maintain the portions of the Easement Area Across the 2500 Tract, then DG Holdings shall have the right to perform such maintenance upon ten (10) days advance written notice to 2500, and 2500 shall reimburse DG Holdings within ten (10) days of receipt of an invoice for the same. Notwithstanding the foregoing, 2500 may agree with Partners and/or other parties for such sharing of the maintenance costs associated with the Easement Area Across the 2500 Tract as it and Partners and/or other parties may elect, but in no event shall DG Holdings or its successors or assigns have any obligation to share in such maintenance costs.

2500 further agrees that 2500 shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier within the Easement Area Across the 2500 Tract or in any manner unreasonably interfere with or restrict the full and complete use and enjoyment by DG Holdings of the easement rights granted herein. This Agreement does not dedicate the 2500 Easement to the general public, nor does this Agreement restrict the use and development of the DG Holdings Tract or the 2500 Tract except as stated herein. It is the intent of this Agreement to grant an easement over the Easement Area Across the 2500 Tract without limiting the right of DG Holdings and of 2500 to alter, demolish, redevelop or, subject to the provisions of this Section 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

(b) Partners Easement. Partners hereby grants and conveys to DG Holdings, for the benefit of and as an appurtenance to the DG Holdings Tract, a non-exclusive, perpetual easement over, upon, across and through that portion of the Partners Tract designated as "Easement Area Across the Partners Tract" on Exhibit D attached hereto and made a part hereof by this reference (the "Partners Easement") for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of maintaining and repairing the Easement Area Across the Partners Tract. In no event shall the Easement Area Across the Partners Tract be altered or changed in any manner without the written consent of DG Holdings or its successors and/or assigns.

Partners hereby covenants and agrees to keep and maintain in good order, condition and state of repair, at its sole expense, except as set forth below, the Easement Area Across the Partners Tract, including any driveways, curbing, paving and lighting located thereon.

In the event that Partners defaults in its obligation to so maintain the Easement Area Across the Partners Tract, then DG Holdings shall have the right to perform such maintenance upon ten (10) days advance written notice to Partners, and Partners shall reimburse DG Holdings within ten (10) days of receipt of an invoice for the same. Notwithstanding the foregoing, Partners may agree with 2500 and/or other parties for such sharing of the maintenance costs associated with the Easement Area Across the Partners Tract as it and 2500 and/or other parties may elect, but in no event shall DG Holdings or its successors or assigns have any obligation to share in such maintenance costs.

Partners does further agree that Partners shall not at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier within the Easement Area Across the Partners Tract or in any manner unreasonably interfere with or restrict the full and complete use and enjoyment by DG Holdings of the easement rights granted herein. This Agreement does not dedicate the easement created herein to the general public, nor does this Agreement restrict the use and development of the DG Holdings Tract or the Partners Tract except as stated herein. It is the intent of this Agreement to grant an easement over the Easement Area Across the Partners Tract without limiting the right of DG Holdings and of Partners to alter, demolish, redevelop or, subject to the provisions of this Section 2, improve the remainder of each Tract unless expressly stated herein to the contrary.

All rights granted in this Section 2, and all obligations and liabilities undertaken in this Section 2, shall also be deemed granted to and undertaken by each Tract owners' successors, assigns and tenants/lessees.

3. Restrictions on the 2500 Tract and the Partners Tract. 2500 and Partners covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the 2500 Tract or the Partners Tract for the purpose ("Prohibited Purpose") of conducting a retail business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express; provided, that the restrictions in this Section 3 shall not prevent 2500 or Partners, or the respective tenants, lessees, successors and assigns of either of them, from leasing or renting or occupying or operating or using the 2500 Tract or the Partners Tract for any use which is not a Prohibited Purpose, including the use of such 2500 Tract or the Partners Tract for distribution, warehousing, storage, logistics or other light industrial uses or purposes.

4. Use Restrictions on DG Holdings Tract, the 2500 Tract, and the Partners Tract. In addition to the restrictions of Section 3 above, each of DG Holdings, 2500, and Partners covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its respective Tract or Tracts to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) INTENTIONALLY OMITTED; (g) any use which emits a strong, unusual, offensive of obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings

Calera, AL (George Roy Parkway)



on the DG Holdings, LLC Tract, except that any usual paging system be allowed; (h) any heavy manufacturing, distilling, refining, smelting, INTENTIONALLY OMITTED, or mining operation; (i) any "second hand" store or liquidation outlet; (j) INTENTIONALLY OMITTED court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) INTENTIONALLY OMITTED; (n) INTENTIONALLY OMITTED; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

5. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

6. Indemnification. DG Holdings shall indemnify and hold 2500 and Partners harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by 2500 and Partners in connection with the exercise by DG Holdings of the easements and rights created herein, except to the extent caused by the negligence or willful act of 2500, its employees, tenants, contractors, agents or licensees, or Partners, its employees, tenants, contractors, agents or licensees. DG Holdings will: (a) maintain commercial general liability (occurrence) insurance in an amount not less than \$2,000,000.00 covering any accident arising in connection with the presence of DG Holdings or its representatives, employees, tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns on the Property and (b) deliver a certificate of insurance, which names each of 2500 and Partners, and their successors and assigns as additional insureds thereunder. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective employees, tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

7. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, DG Holdings, 2500 and Partners hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. DG Holdings, 2500 and Partners all agree that any claim against a party hereto shall be confined to and satisfied only out of, and

Calera, AL (George Roy Parkway)

only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this Section 7 shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

8. Duration. Except as set forth in the last sentence of this Section 8, all provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law. Notwithstanding the foregoing, the restrictions set forth in Section 3 and Section 4 of this Agreement shall run with and bind the land described herein and shall be and remain in effect only for so long as Dollar General Corporation, its successors, affiliates, assigns or assignees, is leasing the DG Holdings Tract.


9. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Alabama. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dollar General Corporation, so long as it, its successors, affiliates, assigns or assignees, is leasing the DG Holdings Tract. Time is of the essence of this Agreement.

[Balance of page intentionally left blank. Signatures begin on next page.]

IN WITNESS WHEREOF, DG Holdings has executed this Agreement to be effective as of the day, month and year first above written.

DG Holdings:

DG Holdings, LLC, a Mississippi limited liability company doing business in Alabama as DG Holdings of Alabama, LLC

By:   
David B. Blackburn, Manager

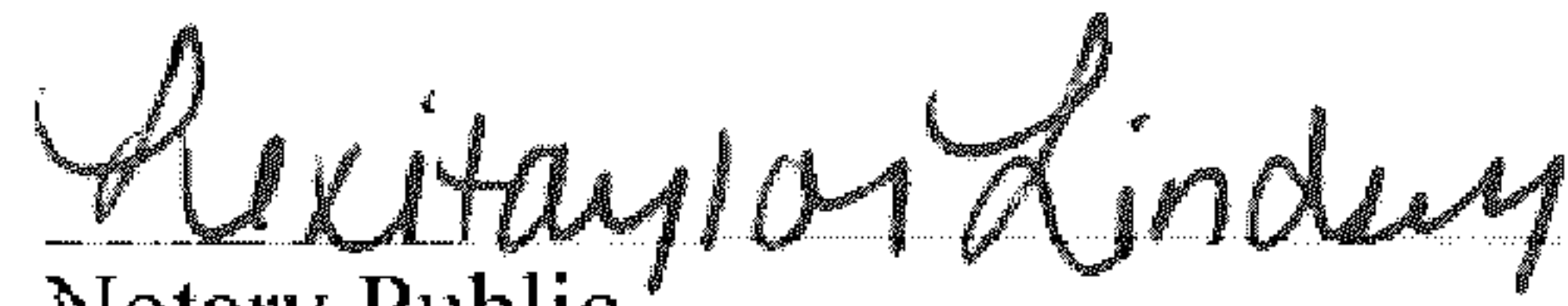
STATE OF MISSISSIPPI     )  
COUNTY OF LAFAYETTE )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David B. Blackburn, whose name as Manager of DG Holdings, LLC, a Mississippi limited liability company doing business in Alabama as DG Holdings of Alabama, LLC, 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.

Given under my hand this the 1<sup>st</sup> day of July, 2025.

(SEAL)



  
Notary Public  
My commission expires: June 26, 2028

[Signatures continued on next page.]

Calera, AL (George Roy Parkway)

IN WITNESS WHEREOF, 2500 has executed this Agreement to be effective as of the day, month and year first above written.

2500:

2500 Associates, L.L.C.  
By: Graham & Company, LLC, its Manager

BY: H. Michael Graham  
Name: H. Michael Graham  
Title: Principal

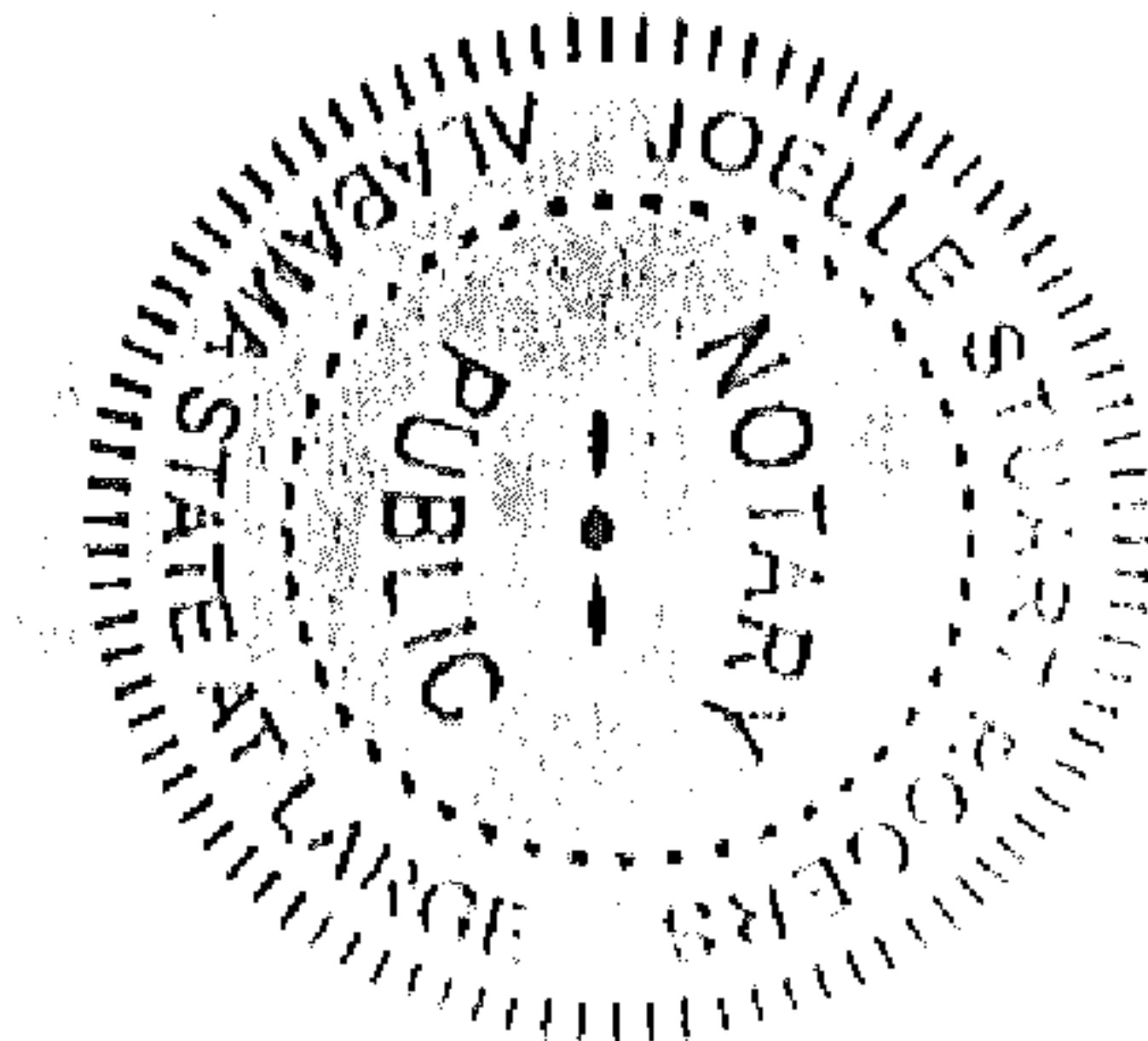
STATE OF ALABAMA       )  
                                      :  
COUNTY OF SHELBY     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that H. Michael Graham, in his capacity as Principal of Graham & Company, LLC., a Delaware limited liability company, the Manager of 2500 Associates, L.L.C, 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of Graham & Company, LLC, acting in its capacity as Manager of said limited liability company for and as the act of said limited liability company.

Given under my hand and seal of office this, the 1<sup>st</sup> day of July, 2025.

Joelle Ann Rogers  
Notary Public  
My Commission Expires: July 28, 2025

[SEAL]



[Signatures continued on next page.]



IN WITNESS WHEREOF, Partners has executed this Agreement to be effective as of the day, month and year first above written.

Partners:

GR Calera Partners, LLC, an Alabama limited liability company

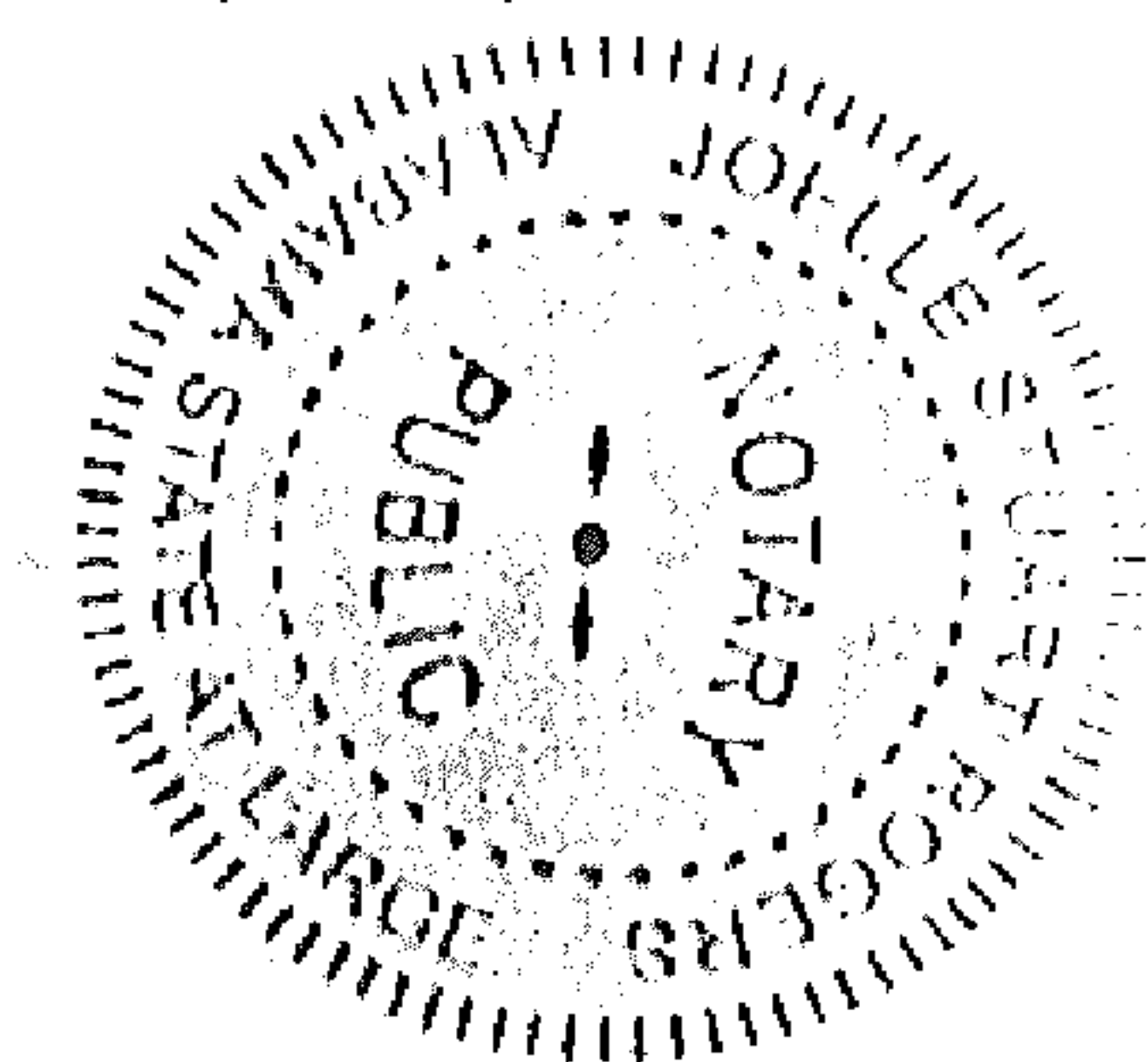
By: *Matthew Graham*  
Printed Name: Matthew Graham  
Printed Title: Manager

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matthew Graham, whose name as Manager of GR Calera Partners, 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 Manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the \_\_\_\_ day of June, 2025.

(SEAL)



*Jollee Strat Rogers*  
Notary Public  
My commission expires: July 28, 2025

Exhibit A

Legal Description of DG Holdings Tract

Lot 1A, according to the Rev. Lot 1A and 1B Graham's Resurvey of Millenium Park, as recorded in Map Book 61, Page 52 in the Probate Office of Shelby County, Alabama.

Calera, AL (George Roy Parkway)

Exhibit B

Legal Description of 2500 Tract

Lot 1B, according to the Rev. Lot 1A and 1B Graham's Resurvey of Millenium Park, as recorded in Map Book 61, Page 52 in the Probate Office of Shelby County, Alabama.

Calera, AL (George Roy Parkway)

Exhibit C

Legal Description of Partners Tract

Lot 2, according to the Graham's Resurvey of Millennium Park, as recorded in Map Book 55, Page 30 in the Probate Office of Shelby County, Alabama.

Calera, AL (George Roy Parkway)



Exhibit D

Legal Description or Depiction of:

Easement Area Across the 2500 Tract

Easement Area Across the Partners Tract

[See attached.]

Calera, AL (George Roy Parkway)

