

(a) Grantee, for itself and its successors and assigns, covenants that all activity on or about the Easement Area pursuant to this Agreement shall be properly permitted by all governmental entities with jurisdiction over such activity, and that all such activity shall be undertaken in a professional, careful and responsible manner, in full compliance with all applicable governmental laws, rules, codes, ordinances and regulations and in compliance with all applicable private covenants and restrictions.

(b) Grantee hereby covenants and agrees that Grantee shall maintain, or cause its contractor to maintain, at Grantee's sole cost and expense, commercially reasonable liability insurance during the entire period of the performance of the work permitted under this Agreement within the Easement Area.

4. Indemnification. The parties shall each indemnify, exonerate and hold the other party, its principals, officers, directors, agents, employees, servants and all persons for whom such other party is legally responsible harmless from and against any loss, cost, damage and expense of whatever kind arising directly or indirectly from the party's breach of this Agreement, including, but not limited to, reasonable attorneys' fees and court costs, except to the extent such loss, damage, cost or expense is directly due to the negligence or willful misconduct of the other party or any person for whom the other party is legally responsible. The provisions of this Section shall survive termination of this Agreement insofar as any claims with respect to such indemnification are filed prior to, or within one (1) year of the expiration or termination of the Agreement.

5. Notice. All notices shall be addressed to the parties at such addresses as are specified in page one of this Agreement, or as the parties may from time to time direct in writing. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or email. Any notice given by certified mail shall be sent with return receipt requested. Any notice given by email shall be verified by an email confirmation. All notices pursuant to email shall be sent to such email address as the parties may direct in writing. Any notice shall be deemed to have been given on (a) the actual day of delivery or refusal, (b) the day of mailing by registered or certified mail, or (c) the day email delivery is verified.

6. Default.

(a) General. In the event either party breaches any term or condition of this Agreement, the non-breaching party shall have available to them any remedies available at law or in equity, except for any remedy which would deprive any tenant, guest or invitee of Grantee the use of the Easement Area.

(b) Attorney's Fees. In the event of any controversy, claim or action being filed or instituted to enforce or interpret any of the terms of this Agreement, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorney's fees incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party or who causes performance by the other party of the other party's obligations hereunder.

(c) Forbearance Not a Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other party.

(d) Remedies Not Exclusive. In addition to the remedies set forth in this Agreement, each party entitled to enforce this Agreement shall have all other remedies provided by law to the same extent

as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any party, shall exclude any other remedy herein or by law provided, but each shall be cumulative.

7. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

(b) Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(c) Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(d) Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

(e) Binding Effect; Covenants Run With the Land. This instrument shall be binding upon, enforceable by and against and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this instrument shall bind and run with the land. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(f) Attorney's Fees. In the event of litigation arising out of the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, together with all costs and out-of-pocket expenses. Attorneys' fees shall include those incurred at trial and in appellate proceedings.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

GRANTOR:

EDDLEMAN PROPERTIES II, LLC,
an Alabama limited liability company

By: 

Name: Douglas EDDLEMAN

Title: MANAGING MEMBER

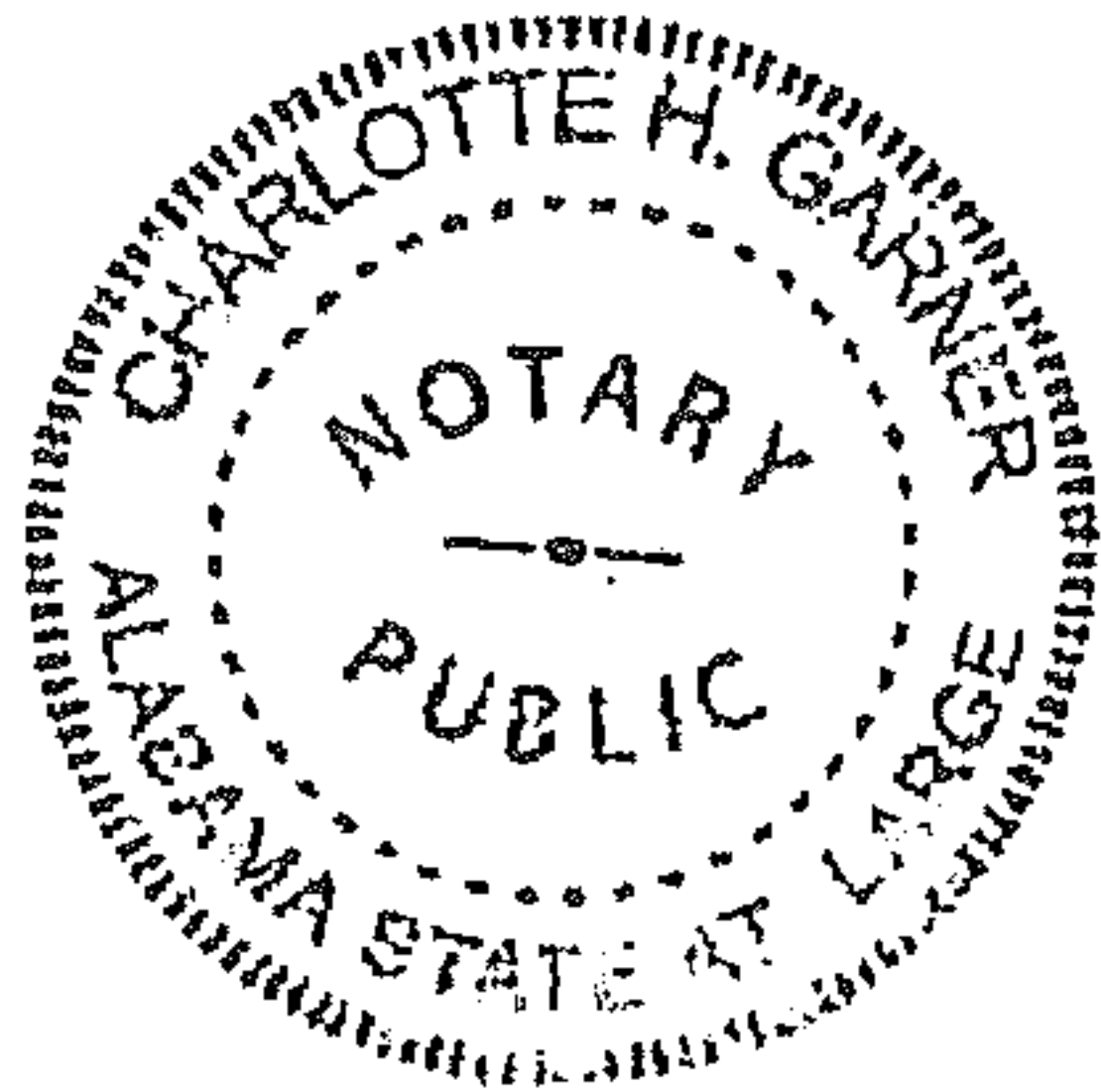
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas Eddleman whose name as Managing Member of EDDLEMAN PROPERTIES II, 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, (s)he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 23rd day of May, 2025.


[SEAL]



Charlotte H. Garner
NOTARY PUBLIC
My Commission Expires: 10/15/2025

GRANTEE:

TCG CHELSEA ACRES, LLC,
a Delaware limited liability company

By: 
Name: Delton L. Clayton
Title: Manager

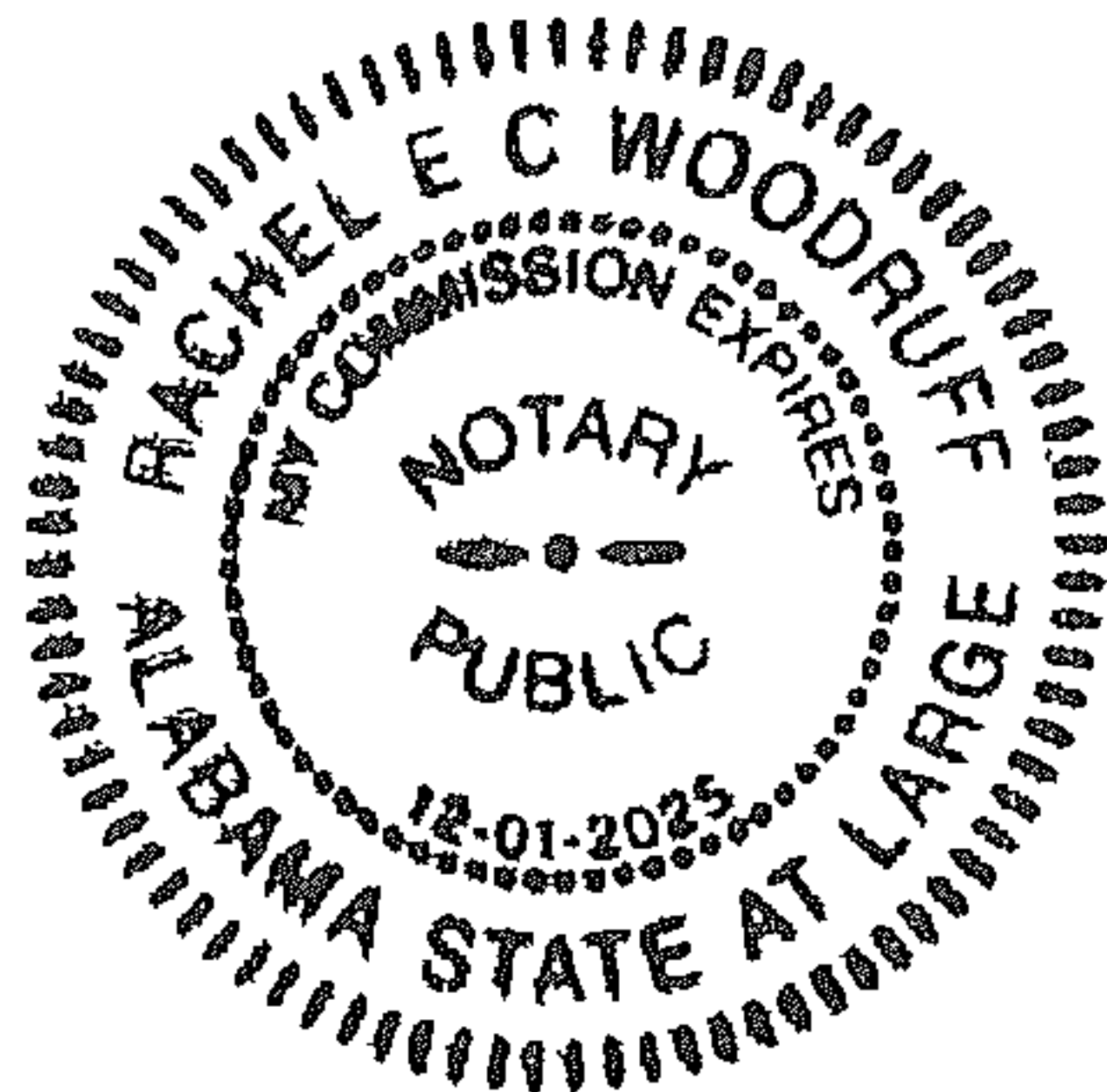
STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Delton L. Clayton, whose name as Manager of TCG CHELSEA ACRES, 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, (s)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 28 day of May, 2025.

[SEAL]



Rachel EC Woodruff
NOTARY PUBLIC
My Commission Expires: 12/01/2025

EXHIBIT A

Description of Grantor Property

A parcel of land situated in Section 25, 26 and 36 Township 19 South, Range 1 West. Shelby County, Alabama being more particularly described as follows:

Begin at a 4 inch axle found locally accepted to be the Southeast corner of said Section 26; thence run West along the South line of said Section 26 for a distance of 187.22 feet to a iron pin found; thence turn an angle to the right of 67 degrees, 36 minutes, 27 seconds and run in Northwesterly direction for a distance of 1,145.96 feet to an iron pin found on the South right-of-way line of CSX Railroad; thence turn an angle to the right of 90 degrees, 23 minutes, 37 seconds and run in a Northeasterly direction along said South right-of-way line for a distance of 1,267.08 feet to a point; thence turn an angle to the right of 89 degrees, 50 minutes, 31 seconds and run in a Southeasterly direction along said South right-of-way line for a distance of 20.00 feet to a point on a curve to the right having a central angle of 69 degrees, 40 minutes, 56 seconds and a radius of 882.00 feet; thence run in a Northeasterly to Southeasterly direction along the arc of said curve and also along said South right-of-way line for a distance of 1,072.67 feet to a point; thence turn an angle from the tangent of last stated curve to the left of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 20.00 feet to the West right-of-way line of CSX Railroad, said point being on a curve to the right having a central angle of 40 degrees, 30 minutes, 41 seconds and radius of 902.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along said West right-of-way line for a distance of 637.77 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said West right-of-way line for a distance of 1395.06 feet to a point on a curve to the left having a central angle of 28 degrees, 06 minutes, 49 seconds and a radius of 1,548.49 feet; thence run in a Southeasterly direction along the arc of said curve and also along said West right-of-way line for a distance of 759.81 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said West right-of-way line for a distance of 694.31 feet to the point of intersection of said West right-of-way line and the Northeast right-of-way line of Shelby County Highway# 439; thence turn an angle to the right of 74 degrees, 06 minutes, 24 seconds and run in a Southwesterly direction for a distance of 40.00 feet to point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 278.73 feet to a point on a curve to the right having a central angle of 48 degrees, 46 minutes, 57 seconds and a radius of 281.87 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 239.99 feet to a point on a reverse curve to the left having a central angle of 33 degrees, 09 minutes, 58 seconds and a radius of 90.00 feet; thence run along the arc of said curve in a Northwesterly direction for a distance of 52.10 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 181.02 feet to a point on a curve to the left having a central angle of 17 degrees, 12 minutes, 17 seconds and a radius of 143.99 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 43.28 feet to point; thence run tangent to last stated curve for a distance of 664.99 feet to a point; thence turn an angle to the left of 43 degrees, 43 minutes, 16 seconds and run in an Westerly direction for a distance of 14.39 feet to a point; thence turn an angle to the right of 44 degrees, 02 minutes, 03 seconds and run in a Northwesterly direction for a distance of 403.64 feet to a point on a curve to the left having a central angle of 09 degrees, 39 minutes, 06 seconds and a radius of 489.80 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 82.51 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 561.70 feet to a point on a curve to the left having a central angle of 33 degrees, 51 minutes, 32 seconds and a radius of 113.31 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 66.96 feet to a point on a compound curve to the left having a central angle of 06 degrees, 59 minutes, 06 seconds and a radius of 1,200.00 feet; thence run in a Northwesterly to Southwesterly direction along the arc of said curve for a distance of 146.30 feet in a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 153.42 feet to a point on a curve to the right having a central angle of 45 degrees, 25 minutes, 11 seconds and a radius of 115.00 feet; thence run along the arc of said curve in a

Southwesterly to Northwesterly direction for a distance of 91.16 feet to a point; thence run tangent to last stated curve in a Northwesterly direction for a distance of 51.86 feet to a point on a curve to the left having a central angle of 48 degrees, 39 minutes, 23 seconds and a radius of 126.00 feet; thence run along the arc of said curve in a Northwesterly to Southwesterly direction for a distance of 107.00 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 32.49 feet to a point on the West line of said Section 36; thence turn an angle to the right of 102 degrees, 37 minutes, 15 seconds and run in a Northerly direction along said West line for a distance of 228.20 feet to the point of beginning; said parcel I containing 97.75 acres, more or less.

EXHIBIT B

Description of Easement Area

A grading easement situated in the NW 1/4 of Section 36, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a concrete monument at the NW corner of Section 36, Township 19 South, Range 1 West, Shelby County, Alabama; thence S 00°33'04" W along the west line of said section a distance of 153.76 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 10.27 feet to a point on the northerly right of way of Liberty Road; thence N 77°17'35" E along said right of way a distance of 18.35 feet to a point of curve to the right having a central angle of 48°39'21" and a radius of 186.00 feet, said curve subtended by a chord bearing S 78°22'45" E and a chord distance of 153.25 feet; thence along the arc of said curve and along said right of way 157.95 feet to a point; thence S 54°03'04" E along said right of way a distance of 51.86 feet to a point of curve to the left having a central angle of 45°25'05" and a radius of 55.00 feet, said curve subtended by a chord bearing S 76°45'37" E and a chord distance of 42.47 feet; thence along the arc of said curve and along said right of way a distance of 43.60 feet to a point; thence N 80°31'51" E along said right of way a distance of 153.42 feet to a point of curve to the right having a central angle of 06°59'07" and a radius of 1260.00 feet, said curve subtended by a chord bearing N 84°01'24" E and a chord distance of 153.52 feet; thence along the arc of said curve and along said right of way a distance of 153.62 feet to a point of compound curve to the right having a central angle of 33°51'31" and a radius of 173.31 feet, said curve subtended by a chord bearing S 75°33'16" E and a chord distance of 100.93 feet; thence along the arc of said curve and along said right of way a distance of 102.42 feet to a point; thence S 58°37'31" E along said right of way a distance of 561.70 feet to a point of curve to the right having a central angle of 01°03'45" and a radius of 549.80 feet, said curve subtended by a chord bearing S 58°05'38" E and a chord distance of 10.19 feet; thence along the arc of said curve and along said right of way a distance of 10.19 feet to a point; thence N 32°26'14" E leaving said right of way a distance of 10.00 feet to a point of non-tangent curve to the left having a central angle of 01°03'45" and a radius of 559.80 feet, said curve subtended by a chord bearing N 58°05'38" W and a chord distance of 10.38 feet; thence along the arc of said curve a distance of 10.38 feet to a point; thence N 58°37'31" W a distance of 379.95 feet to a point; thence N 46°47'40" W a distance of 170.17 feet to a point; thence N 60°24'22" W a distance of 94.91 feet to a point; thence N 70°20'35" W a distance of 65.30 feet to a point; thence N 89°52'16" W a distance of 42.83 feet to a point; thence S 69°15'03" W a distance of 71.40 feet to a point; thence N 78°49'05" W a distance of 82.42 feet to a point; thence S 60°42'14" W a distance of 61.72 feet to a point; thence N 57°31'20" W a distance of 19.54 feet to a point; thence S 62°36'06" W a distance of 48.92 feet to a point; thence S 40°06'51" W a distance of 12.71 feet to a point; thence S 81°00'58" W a distance of 36.95 feet to a point; thence N 64°08'44" W a distance of 30.82 feet to a point; thence N 78°37'20" W a distance of 27.82 feet to a point of non-tangent curve to the left having a central angle of 37°39'43" and a radius of 196.00 feet, said curve subtended by a chord bearing N 83°52'34" W and a chord distance of 126.53 feet; thence along the arc of said curve a distance of 128.84 feet to a point; thence S 77°17'35" W a distance of 16.00 feet to the POINT OF BEGINNING. Said easement contains 0.99 acres, more or less.

Allen S. Beryl