

Source of title: Deed Book 311, Page 414 in the Office of the Judge of Probate of Shelby County, Alabama;  
Instrument 20241226000391900 in the Office of the Judge of Probate of Shelby County, Alabama

This instrument prepared by  
and upon recording return to:

T. Michael Brown  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 5th Avenue North  
Birmingham, AL 35203  
205-521-8000

STATE OF ALABAMA )  
: )  
SHELBY COUNTY )

# **EASEMENT AGREEMENT**

THIS AMENDMENT TO EASEMENT AGREEMENT (“Amendment”) is made as of the \_\_\_\_\_ day of November, 2025, by and between **BILL SHANAHAN**, a married man, and **PATTY DAVIS**, a married woman (collectively “Grantees”) and **68V SILVER RIDGE 2024, LLC**, an Alabama limited liability company (“Grantor”) (Grantors and Grantees sometimes being collectively referred to herein as the “Parties”).

## RECITALS

A. Grantees are the sole heirs of Mrs. W. H. Walton.

B. Mrs. W. H. Walton was the grantee of an easement from Kimberly-Clark Corporation, for a road right-of-way and ingress and egress across certain property owned by Kimberly-Clark Corporation, pursuant to that instrument recorded at Deed Book 311, Page 414, in the Office of the Judge of Probate of Shelby County, Alabama ("Original Easement").

C. Grantor is the Owner of some of the Property owned by Kimberly Clark Corporation, more specifically described in Exhibit A attached hereto, pursuant to a deed from Double Mountain, L.L.C. dated December 23, 2024, and recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument 20241226000391900 (“Grantor Property”).

D. Grantor and Grantees and Grants Mill, LLC, an affiliate of Grantor, have entered into a Settlement Agreement to terminate the Original Easement and create this Easement Agreement giving Grantees the specific ingress and egress rights created herein.

E. Grantor desires to grant to Grantee, for the benefit of the Grantee Property a permanent, perpetual and non-exclusive easement over, across, through and upon that portion of the Grantor Property which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Ingress and Egress Easement Property"), for the purposes of providing ingress to and egress from the Grantees Property to a public roadway, along with a

Temporary Construction Easement for the purposes of constructing a road for ingress and egress to Grantee's Property. The Temporary Construction Easement Property is more particularly described on Exhibit B attached hereto. A survey showing the Ingress and Egress Easement (labeled "20 foot Driveway Easement") and the Temporary Construction Easement is attached hereto as Exhibit C.

## AGREEMENT

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Termination of Original Easement.** The Original Easement is hereby terminated as of the date of the recording of this Easement Agreement.
2. **Grant of Ingress/Egress Easements.** Grantor does hereby grant, bargain, sell, convey and assign to Grantee forever, a permanent, perpetual and non-exclusive easement over, across, through, under and upon the Ingress and Egress Easement Property for the purposes of ingress to and egress from Grantee's Property to a public roadway.
3. **Grant of Temporary Construction Easement.** Grantor does hereby grant, bargain, sell, convey and assign to Grantee a non-exclusive temporary construction easement over, under, through and across the Temporary Construction Easement Property for the following purposes related to the construction of the Ingress and Egress Easement on the Ingress and Egress Easement Property: (a) the storage and parking of construction trailers, vehicles, machinery and equipment; and (b) construction staging (collectively, the "Permitted Uses"). The Temporary Construction Easement shall automatically terminate and expire on the earlier of (a) two (2) years from the Date of this Amendment, or (b) the date that the construction of the Ingress and Egress Easement is completed.
4. **Modification.** The terms, covenants, conditions and provisions of this Amendment may not be extended, abrogated, modified, rescinded or amended in whole, or in part only, without the prior written consent of Grantor and the Grantee.
5. **Easements Appurtenant, Term, etc.** The easement, rights, privileges and benefits created or granted under this Amendment and each provision hereof shall be enforceable by the Grantee, shall inure to the benefit of the Grantee, its heirs, personal representatives, successors and/or assigns, and shall run with the land unless terminated by written agreement of the parties hereto.
6. **Construction of Roadway.** If Grantee chooses to construct a roadway on the Ingress and Egress Easement Property, it may do so, but agrees to the following items: (a) Grantee shall not damage any of Grantor's Property, and it shall restore any damaged Ingress and Egress Easement Property to as near a condition or better than existed prior to any construction; (b) Grantee shall not allow any lien's on the Ingress and Egress Easement Property and shall defend and indemnify Grantor from any claims related thereto; and (c) Grantee shall not block or obstruct

the Ingress and Egress Easement Property in any way to prevent any use of the Ingress and Egress Easement Property.

7. **Maintenance.** Grantee agrees to maintain and repair the Ingress and Egress Easement Property, as well as any road that may be built on the Ingress and Egress Easement Property.

8. **No Public Dedication.** This Amendment is not intended, and shall not be construed, to dedicate any easements to the general public or to grant the general public any rights whatsoever.

9. **Indemnity.** Grantee agrees to defend and indemnify and hold harmless Grantor from any claims related to the Ingress and Egress Easement Property or the Temporary Construction Easement Property.

10. **Reasonable Cooperation.** Each party hereto agrees to execute and deliver such instruments and take such other action as the other party may reasonably request in order to carry out the intent of this Amendment.

11. **Default.** If Grantee fails to perform any of its obligations under this Amendment, Grantor may declare Grantee in default and send a written notice of Default to Grantee giving Grantee sixty (60) days to cure the Default. If Grantee remains in Default after sixty (60) days, Grantor may send a written notice to Grantee terminating this Amendment.

12. **Severability.** If any term, covenant or restriction established by this Amendment shall be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

13. **Representation and Warranty.** Grantor represents and warrants to Grantee, its successors and assigns, that the Grantor Property is not encumbered as of the date hereof by the lien of a mortgage and/or the consent and subordination of a mortgagee to this Amendment is not necessary.

14. **Choice of Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

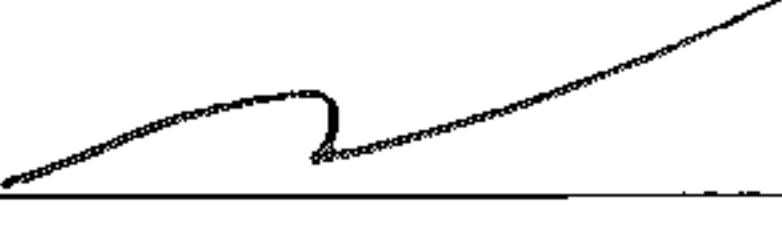
15. **Successors and Assigns.** This Amendment shall be binding on the Grantor and Grantee and their respective successors or assigns.

[Signature pages follow]

**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:**

**68V SILVER RIDGE 2024, LLC**

BY:   
 NAME: NATHAN L. COX  
 ITS: MANAGER

STATE OF ALABAMA )  
 JEFFERSON COUNTY )  
Baldwin

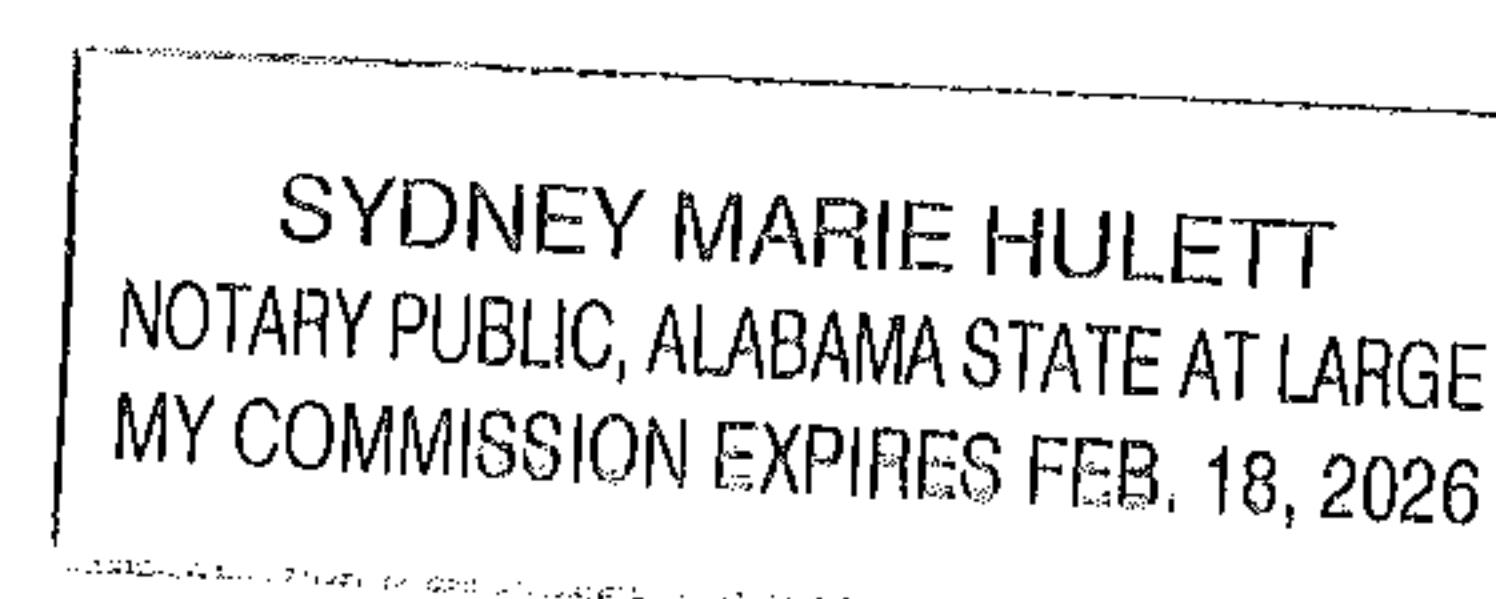
I, the undersigned, a notary public in and for said county in said state, hereby certify that Nathan L. Cox, whose name as Manager of 68V SILVER RIDGE 2024, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of December, 2025.

Sydney Marie Hulett  
 Notary Public

[NOTARIAL SEAL]

My commission expires: Feb 18 2026



## GRANTEES:

Bill Shahan  
BILL SHANAHAN

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that BILL SHANAHAN, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of October, 2025.

Lauren Henderson  
Notary Public  
Notary Public, Alabama State at Large  
Lauren Henderson  
Expires 6/6/2026

[NOTARIAL SEAL]

My commission expires:

Patty Davis  
PATTY DAVIS

STATE OF ALABAMA )  
:  
SHELBY COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that PATTY DAVIS, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of October, 2025.

Lauren Henderson  
Notary Public

[NOTARIAL SEAL]

My commission expires:

Notary Public, Alabama State at Large  
Lauren Henderson  
Expires 6/6/2026

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**EXHIBIT A****INGRESS AND EGRESS EASEMENT PROPERTY**

A 20 foot driveway easement situated in the West 1/2 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SW corner of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama; thence N 00°39'24" W along the west line of the SW 1/4 of the SW 1/4 of said section a distance of 1322.61 feet to a 1/2" rebar capped RCFA at the NW corner of said 1/4-1/4 section; thence N 67°18'51" E a distance of 2703.51 feet to a point on the northerly right of way of CSX Transportation right of way and the POINT OF BEGINNING of the centerline of a 20 foot driveway easement lying 10 feet to either side of and parallel to described centerline, said point also being a point on a non-tangent curve to the left having a central angle of 26°56'57" and a radius of 20.00 feet, said curve subtended by a chord bearing N 36°47'20" W and a chord distance of 9.32 feet; thence along the arc of said curve leaving said right of way and along said centerline a distance of 9.41 feet to a point; thence N 50°15'49" W along said centerline a distance of 81.52 feet to a point of curve to the right having a central angle of 42°04'49" and a radius of 75.00 feet, said curve subtended by a chord bearing N 29°13'24" W and a chord distance of 53.85 feet; thence along the arc of said curve and along said centerline a distance of 55.08 feet to a point; thence N 08°11'00" W along said centerline a distance of 100.59 feet to a point of curve to the right having a central angle of 63°39'36" and a radius of 75.00 feet, said curve subtended by a chord bearing N 23°38'48" E and a chord distance of 79.11 feet; thence along the arc of said curve and along said centerline a distance of 83.33 feet to a point; thence N 55°28'36" E along said centerline a distance of 32.78 feet to a point of curve to the left having a central angle of 40°09'04" and a radius of 50.00 feet, said curve subtended by a chord bearing N 35°24'04" E and a chord distance of 34.33 feet; thence along the arc of said curve and along said centerline a distance of 35.04 feet to a point; thence N 15°19'32" E along said centerline a distance of 84.52 feet to a point of curve to the left having a central angle of 17°25'07" and a radius of 75.00 feet, said curve subtended by a chord bearing N 06°36'59" E and a chord distance of 22.71 feet; thence along the arc of said curve and along said centerline a distance of 22.80 feet to a point; thence N 02°05'35" W along said centerline a distance of 77.13 feet to a point of curve to the right having a central angle of 10°00'33" and a radius of 75.00 feet, said curve subtended by a chord bearing N 02°54'42" E and a chord distance of 13.09 feet; thence along the arc of said curve and along said centerline a distance of 13.10 feet to a point; thence N 07°54'58" E along said centerline a distance of 183.61 feet to a point of curve to the right having a central angle of 12°38'05" and a radius of 493.59 feet, said curve subtended by a chord bearing N 14°14'00" E and a chord distance of 108.63 feet; thence along the arc of said curve and along said centerline a distance of 108.85 feet to a point of compound curve to the right having a central angle of 18°18'00" and a radius of 169.18 feet, said curve subtended by a chord bearing N 29°42'03" E and a chord distance of 53.81 feet; thence along the arc of said curve and along said centerline a distance of 54.03 feet to a point of reverse curve to the left having a central angle of 47°47'40" and a radius of 100.00 feet, said curve subtended by a chord bearing N 14°57'12" E and a chord distance of 81.02 feet; thence along the arc of said curve and along said centerline a distance of 83.42 feet to a point; thence N 08°56'38" W along said centerline a distance of 207.93 feet to a point of curve to the left having a central angle of 9°18'13" and a radius of 100.00 feet, said curve subtended by a chord bearing N 13°35'44" W and

a chord distance of 16.22 feet; thence along the arc of said curve and along said centerline a distance of 16.24 feet to a point on the southeasterly right of way of Shelby County Highway 11 and the END of said centerline.

**EXHIBIT B****TEMPORARY CONSTRUCTION EASEMENT PROPERTY**

A 40 foot temporary construction easement situated in the West 1/2 of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped pipe at the SW corner of Section 10, Township 20 South, Range 2 West, Shelby County, Alabama; thence N 00°39'24" W along the west line of the SW 1/4 of the SW 1/4 of said section a distance of 1322.61 feet to a 1/2" rebar capped RCFA at the NW corner of said 1/4-1/4 section; thence N 67°18'51" E a distance of 2703.51 feet to a point on the northerly right of way of CSX Transportation right of way and a point on a non-tangent curve to the left having a central angle of 26°56'57" and a radius of 20.00 feet, said curve subtended by a chord bearing N 36°47'20" W and a chord distance of 9.32 feet; thence along the arc of said curve leaving said right of way a distance of 9.41 feet to a point; thence N 50°15'49" W a distance of 81.52 feet to a point of curve to the right having a central angle of 42°04'49" and a radius of 75.00 feet, said curve subtended by a chord bearing N 29°13'24" W and a chord distance of 53.85 feet; thence along the arc of said curve a distance of 55.08 feet to a point; thence N 08°11'00" W a distance of 100.59 feet to a point of curve to the right having a central angle of 63°39'36" and a radius of 75.00 feet, said curve subtended by a chord bearing N 23°38'48" E and a chord distance of 79.11 feet; thence along the arc of said curve a distance of 83.33 feet to a point; thence N 55°28'36" E a distance of 32.78 feet to a point of curve to the left having a central angle of 40°09'04" and a radius of 50.00 feet, said curve subtended by a chord bearing N 35°24'04" E and a chord distance of 34.33 feet; thence along the arc of said curve a distance of 35.04 feet to a point; thence N 15°19'32" E a distance of 84.52 feet to a point of curve to the left having a central angle of 17°25'07" and a radius of 75.00 feet, said curve subtended by a chord bearing N 06°36'59" E and a chord distance of 22.71 feet; thence along the arc of said curve a distance of 22.80 feet to a point; thence N 02°05'35" W a distance of 77.13 feet to a point of curve to the right having a central angle of 10°00'33" and a radius of 75.00 feet, said curve subtended by a chord bearing N 02°54'42" E and a chord distance of 13.09 feet; thence along the arc of said curve a distance of 13.10 feet to a point; thence N 07°54'58" E a distance of 183.61 feet to a point of curve to the right having a central angle of 12°38'05" and a radius of 493.59 feet, said curve subtended by a chord bearing N 14°14'00" E and a chord distance of 108.63 feet; thence along the arc of said curve a distance of 108.85 feet to a point of compound curve to the right having a central angle of 18°18'00" and a radius of 169.18 feet, said curve subtended by a chord bearing N 29°42'03" E and a chord distance of 53.81 feet; thence along the arc of said curve a distance of 54.03 feet to the POINT OF BEGINNING of the centerline of a 40 foot temporary construction easement lying 20 feet to either side of and parallel to described centerline, said point also being a point of reverse curve to the left having a central angle of 47°47'40" and a radius of 100.00 feet, said curve subtended by a chord bearing N 14°57'12" E and a chord distance of 81.02 feet; thence along the arc of said curve and along said centerline a distance of 83.42 feet to a point; thence N 08°56'38" W along said centerline a distance of 207.93 feet to a point of curve to the left having a central angle of 9°18'13" and a radius of 100.00 feet, said curve subtended by a chord bearing N 13°35'44" W and a chord distance of 16.22 feet; thence along the arc of said curve and along said centerline a distance of 16.24 feet to a point on the southeasterly right of way of Shelby County Highway 11 and the END of said centerline.

**EXHIBIT C**

Survey of Ingress and Egress Easement Property and  
Temporary Construction Easement Property

