

REAL ESTATE EXCHANGE OPTION AGREEMENT

This Real Estate Exchange Option Agreement is made effective this 16th day of September 2025, between Bobby Joe Balch, a American man and his son, Robert C. Balch, a American man (together with their respective estates, heirs, successors or assigns hereinafter collectively referred to as referred to as "Balch"), and Davis Preserve, LLC, and Alabama limited liability company (together with its successors and assigns referred to as "Davis").

For and in consideration of the premises, undertakings, and mutual covenants of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Balch hereby grants Davis the unilateral option to exchange a roughly 10 acre tract of real property for an permanent utility easement across property owned by Balch (the "Option"), as described in further detail herein below.

This Option may be elected by Davis by written notice delivered to Balch, as specified herein, at any time prior to one year from the effective date written above (the "Option Notice"). After one year, this Option shall expire forever as to any and all parties.

Upon delivery and receipt of the Option Notice, the following exchange shall occur:

1. DAVIS TRACT CONVEYS TO BALCH:

Davis will convey unto Balch the following described real property situated in Madison County, Alabama:

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS WEST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]) A DISTANCE OF 880.00 FEET TO A RAILROAD SPIKE IN NICK DAVIS ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 09 MINUTES 04 SECONDS EAST A DISTANCE OF 2648.83 FEET TO A CAPPED IRON PIN; THENCE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST A DISTANCE OF 739.18 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING CONTINUE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST PASSING A CAPPED IRON PIN AT A DISTANCE OF 677.04 FEET A TOTAL DISTANCE OF 1070.80 FEET TO A POINT; THENCE NORTH 89 DEGREES 10 MINUTES 52 SECONDS WEST A DISTANCE OF 164.02 FEET TO A CAPPED IRON PIN; THENCE ALONG THE NORTH BANK OF LIMESTONE CREEK THE FOLLOWING CHORDS: NORTH 64 DEGREES 33 MINUTES 43 SECONDS WEST A DISTANCE OF 155.00 FEET TO A POINT; THENCE NORTH 55 DEGREES 00 MINUTES 50 SECONDS WEST A DISTANCE OF 125.00 FEET TO A POINT; THENCE LEAVING SAID CREEK, NORTH 15 DEGREES 04 MINUTES 34 SECONDS WEST PASSING A CAPPED IRON PIN AT A DISTANCE OF 229.14 A TOTAL DISTANCE OF 492.27 FEET TO A 3/4 INCH REBAR; THENCE NORTH 38 DEGREES 28 MINUTES 42 SECONDS WEST A DISTANCE OF 534.15 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 588.76 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 9.51 ACRES MORE OR LESS.

together with every right and appurtenance pertaining to such real property and all improvements, furniture, fixtures, or accessories now a part thereof, belonging therein or affixed thereto.

This property will convey with the reservation of a sanitary sewer easement in favor of Davis to be applied in the following location:

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS WEST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]) A DISTANCE OF 880.00 FEET TO A MAG NAIL IN NICK DAVIS ROAD, THENCE LEAVING NICK DAVIS ROAD SOUTH 00 DEGREES 09 MINUTES 04 SECONDS EAST A DISTANCE OF 2648.83 FEET TO A CAPPED IRON PIN; THENCE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST A DISTANCE OF 739.18 FEET TO A CAPPED IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST A DISTANCE OF 512.17 FEET TO A POINT; THENCE SOUTH 86 DEGREES 41 MINUTES 52 SECONDS WEST A DISTANCE OF 30.64 FEET TO A POINT; THENCE NORTH 15 DEGREES 02 MINUTES 55 SECONDS WEST A DISTANCE OF 514.00 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 31.07 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 0.35 ACRES MORE OR LESS.

And with the reservation of a drainage and sewer easement in favor of Davis in the following location:

A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT AT THE NORTHEAST CORNER OF SAID SECTION 11, THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS WEST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]) A DISTANCE OF 880.00 FEET TO A MAG NAIL IN NICK DAVIS ROAD, THENCE LEAVING NICK DAVIS ROAD SOUTH 00 DEGREES 09 MINUTES 04 SECONDS EAST A DISTANCE OF 2648.83 FEET TO A CAPPED IRON PIN; THENCE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST A DISTANCE OF 739.18 FEET TO A CAPPED IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

THENCE CONTINUE SOUTH 15 DEGREES 02 MINUTES 55 SECONDS EAST A DISTANCE OF 773.11 FEET TO A POINT; THENCE SOUTH 74 DEGREES 57 MINUTES 05 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 15 DEGREES 02 MINUTES 55 SECONDS WEST A DISTANCE OF 800.00 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 103.55 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 1.81 ACRES MORE OR LESS

All such real property, improvements, rights and appurtenances being hereinafter referred to as the "Davis Tract."

2. EASEMENT PROPERTY CONVEYS TO DAVIS:

In exchange for conveyance of the Davis Tract, Balch will convey to Davis a twenty-foot-wide permanent utility easement across the following described real property situated in Limestone County, Alabama:

BEGIN AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 3 WEST THENCE SOUTH 00 DEGREES 26 MINUTES 37 SECONDS WEST A DISTANCE OF 1350.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 26 MINUTES 37 SECONDS EAST A DISTANCE OF 2468.36 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 05 MINUTES 20 SECONDS WEST A DISTANCE OF 255.75 FEET TO A POINT; THENCE SOUTH 86 DEGREES 42 MINUTES 07 SECONDS WEST A DISTANCE OF 327.80 FEET TO A POINT; THENCE SOUTH 15 DEGREES 32 MINUTES 25 SECONDS EAST A DISTANCE 20.47 FEET TO A POINT; THENCE NORTH 86 DEGREES 41 MINUTES 52 SECONDS EAST A DISTANCE OF 322.90 FEET TO A POINT; THENCE SOUTH 89 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 255.48 FEET TO A POINT; THENCE NORTH 00 DEGREES 26 MINUTES 37 SECONDS WEST A DISTANCE OF 20.01 FEET TO THE TRUE POINT OF BEGINNING, LYING AND BEING WITHIN SECTION 11, TOWNSHIP 3 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND CONTAINING 11695 SQUARE FEET MORE OR LESS.

on the terms set out in the easement form attached hereto as Exhibit A. All such easement property and terms hereinafter referred to as the "Easement Property."

3. CLOSING:

The consummation of the exchange contemplated hereby (the "Closing") shall be held within 30 days of the date of delivery of the Option Notice at the office of Wolfe, Jones, Wolfe, Hancock, Daniel & South, LLC, 905 Bob Wallace Avenue, Huntsville, AL 35801. The closing date may be extended upon agreement of the parties, which agreement will not be unreasonably withheld.

At the Closing, Davis shall deliver possession of the Davis Property and will cause to be delivered to Balch a duly executed and acknowledged General Warranty Deed conveying good and merchantable title, free from any encumbrances except current ad valorem taxes, recorded restrictions, easements of record, and applicable zoning restrictions. Balch will cause to be delivered to Davis a duly executed and acknowledged copy of the Easement Property as evidenced by the form attached as Exhibit A.

Davis and Balch will each pay the cost of their own attorneys. Davis will pay the cost of recording the Easement Property. Balch will pay the cost of recording the deed for the Davis Property. Each party will pay any costs for any other services they elect.

4. TAX PRORATION AGREEMENT:

All property taxes shall be prorated as of the consummation of the sale. Davis will pay the property taxes allocated to the Davis Property up to the date of sale. Balch will pay the property taxes on the Davis Property thereafter. The tax proration shall be based upon information obtained from the Tax Assessor or Tax Collector's Office.

5. PHYSICAL CONDITION OF PROPERTY AND INSPECTION:

The Davis Property and the Easement Property are exchanged and will be delivered in as is, where is condition with all faults. Davis and Balch are authorized to engage any physical inspection they deem necessary prior to the expiration of the Option, the giving of the Option Notice, or prior to the Closing, but the transaction is not contingent on the result of any physical inspection.

6. MISCELLANEOUS:

- (a) Disputes: This Agreement is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with the laws of Alabama. Any action to enforce this Agreement or otherwise related to the Agreement shall be filed in the Circuit Court of Limestone County, Alabama, where the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other legally available relief.
- (b) Binding Effect: All of the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their estate, heirs, successors, or assigns. The terms of this Agreement are intended to bind and run with all tracts of land described herein, including the servient estate, in its present configuration, from which the Easement Property will be taken.
- (c) Assignment: This Agreement may be assigned by either party to any successor in interest without the written consent of the other.
- (d) Survival: All of the representations, warranties, covenants, and agreements of the parties shall be in effect at Closing, shall survive the Closing, and shall not be merged into the Closing.
- (e) Computation of Time. Whenever under this easement the time for performance falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the second (2nd) business day thereafter.
- (f) Notice. Any notices provided for herein shall be in writing and shall be deemed delivered when deposited with a trackable, overnight delivery service, postage prepaid and properly addressed to Davis or Balch at the address stated herein below, or at any address either should later give in writing or, if none, the address of record with the Probate Judge of Limestone County, Alabama:

Notice address for Balch: Robert Balch 28834 Nick Davis Rd. Harvest AL 35744

Notice address for Davis Joseph Winters 3801 Mary Taylor Rd. Birmingham AL 35235

- (g) Modification: This Agreement may not be altered, amended, modified, or terminated unless in writing and signed by all parties.

- (h) Title: The titles or headings to the paragraphs and/or subparagraphs of this Agreement are made for convenience and reference only, and in no way shall be construed to define or limit the scope and intent of the provisions hereof.
- (i) Merger: This Agreement constitutes the entire agreement between Davis and Balch regarding the Davis Property or the Easement Property. It supersedes and revokes all prior or subsequent discussions, negotiations, and agreements between the parties whether oral or written. Neither party shall be bound by any understanding, agreement, promise, or representation not expressly stated herein or provided in writing in conformance with this Agreement.

[Remainder of this page left intentionally blank. Signatures follow.]

[Real Estate Exchange Option Agreement – Signature Page]

The parties have executed and delivered this Agreement and intend it to be effective as of the day and year first set forth above.

DAVIS PRESERVE, LLC

an Alabama limited liability company

3801 Mary Taylor Road

Birmingham, AL 35235

By:



Joseph Winters, Authorized Member



BOBBY JOE BALCH



ROBERT C. BALCH

STATE OF ALABAMA)
)
COUNTY OF LIMESTONE)

PERPETUAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

This Perpetual Utility Easement is made and entered into by Bobby Joe Balch, a _____ man and his son, Robert C. Balch, a _____ man (together with their respective estates, heirs, successors or assigns hereinafter collectively referred to as referred to as “Balch”), and Davis Preserve, LLC, and Alabama limited liability company (together with its successors and assigns referred to as “Davis”), on this the _____ day of _____, 202____.

WHEREAS Balch is the owner of that certain 58.720-acre tract of property located south of Nick Davis Road in Limestone County, Alabama, and known as parcel number 09-01-11-0-000-002.00, the same being hereinafter referred to as the “Balch Property;” and,

WHEREAS Davis is the owner of that certain 78.720-acre tract of property, adjacent to the Balch Property, located south of Nick Davis Road in Limestone County, Alabama, and known as parcel number 09-01-11-0-000-002.002, the same being more hereinafter referred to as the “Davis Property;” and,

WHEREAS Balch desires to create across the Balch Property the perpetual utility easement described herein and to make said easement appurtenant to the Balch Property for the benefit of the Davis Property and its owners, who will forever have the right to use the Easement described herein and will forever have the right to access the Balch Property using areas designated for utilities constructed on or across the Balch Property; and,

WHEREAS Balch is vested with due authority to effectuate his intentions by and through the lawful execution of this easement;

NOW THEREFORE, for and in consideration of the mutual benefit of the rights set out herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed forever, Balch does hereby impress upon the Balch Property the following easement, which is expressly intended to run with and bind and effect the Balch Property in perpetuity, subject to the following terms and conditions:

1. Declaration of Easement. Balch does hereby declare, create and establish a twenty-foot-wide, perpetual, appurtenant easement over, upon, and across those portions of the Balch Property described in Exhibit A, hereinafter referred to as the “Easement Property.” Balch intends and understands that the Easement Property will, from time to time, be improved by Davis with utility installations and other improvements related to utility installations for the express purpose of providing utilities to and from the Davis Property. It is the intention of Balch to allow reasonable and minimally invasive ingress and egress to and from the Easement Property across the Balch Property to allow for the construction, inspection, and maintenance of utility facilities, including the passage of pedestrians and motor vehicles on, over, and across the Balch Property and the Easement Property for the use and benefit of the Davis Property, its owners and their employees, tenants, and licensees.

2. Construction. Utility installations in the Easement Property shall be constructed in such a manner so as to cause as little effect or disturbance to the Balch Property as reasonably possible. Construction on the Easement Property shall prioritize maintenance of adjoining portions of the Balch Property, which shall to the maximum extent be maintained as readily traversable by vehicle or pedestrian without significant change in grade or elevation. No fence or other barrier or change in grade or otherwise shall be erected so as to prevent the flow of vehicular traffic to and from parts of the Balch Property or to any public thoroughfare or rights-of-way adjoining the Balch Property. All improvements erected on any portion of the Easement Property shall comply with

utility restrictions and laws as may, from time to time, be imposed by applicable restrictive covenants, or by state, local or federal laws, rules, regulations, statutes, ordinances, and codes.

3. Maintenance. All costs and expenses incurred in connection with any construction of improvements made pursuant to this Easement, for the benefit of the either Lot, shall be borne exclusively by the party desiring or engaging the construction. In addition, the party who has engaged in construction on the Easement Property shall be responsible for maintaining, landscaping, cleaning, clearing of snow and ice, repair, replacement, insuring and lighting of the improvements as required by all law, ordinance, or other applicable standard. Maintenance of these improvements shall include specifically, but not exclusively, regular and timely removal of litter, garbage, trash and waste, keeping all improvements clean and in good repair. The standard for such maintenance shall be that which is required by law, or in the absence of any legal requirement as would be equal in quality at least to that maintained by owners of first-class real estate developments in Limestone County, Alabama.

4. Taxes. Davis and Balch shall be responsible for their own taxes, assessments, or any other incidences of ownership which may attach or be levied against their respective properties, with one exception: In the event that any improvement is constructed on the Easement Property, the owner of the constructing and benefitting property shall be responsible, pro rata, for any increase in property tax or other assessment caused by said improvement. If the owner of the constructing and benefitting property should fail to pay any such tax or assessment or to maintain the Easement improvements in reasonably good repair and such condition continues for thirty (30) days after written notice from the owner of the property affected, the owner of the affected property shall have the right to pay such taxes or assessments or to perform the necessary repairs and to receive full reimbursement from the owner of the constructing and benefitting property for its share of the reasonable cost incurred in connection therewith immediately upon presentation of evidence of payment, such as tax receipt, invoices or cancelled checks.

5. Indemnification. Davis and Balch will indemnify and hold one another harmless from all damages, losses, claims and liability of every kind arising from injury or damage to any person or property in connection with the exercise of any rights pursuant to this easement, or anyone employed directly by Davis or Balch, or anyone for whose acts Davis or Balch may be liable; regardless of whether such injury or damage is caused by negligence. The indemnification provided herein shall be a mutual indemnity, with Davis and Balch protecting the other if its act or omission causes injury or damage. Further, if Davis or Balch performs construction on the Easement Property, they will indemnify the other party from all damages, losses, claims and liability which arise out of its construction, maintenance, operation, omission, or any form of use related to any improvement its constructs or that is constructed for its benefit.

6. Scope of Easement. Except as otherwise provided herein, the Easement and right-of-way herein granted is exclusive to Davis. The easement granted herein is appurtenant and perpetual. It will run forever with the title to both the Davis Property and the Balch Property.

7. Private Use. Nothing contained in this easement shall ever be deemed to create a gift or dedication of all or any portion of the Balch Property or the Davis Property to the public or for any public use or public purpose whatsoever. This easement is for the exclusive benefit of Davis. Nothing contained herein, express or implied, shall confer upon any third-party any rights or remedies. Upon thirty (30) days written notice, Davis or Balch shall have the right to close any portion of said Lot for a reasonable time to the extent required (i) by law to prevent prescriptive rights from accruing and (ii) for necessary construction, maintenance, repair and replacement. Davis and Balch shall have the right to grant a license, right or permission to its respective officers, employees, tenants, business invitees and all licensees and guests to use any of the Easement areas or avail themselves of any rights granted herein, but any action to enforce such rights may be maintained only by Davis or Balch.

8. Condemnation. In the event of a condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Easement Property, that portion of the award attributable to the value of any easement improvements so taken shall be payable to the owner of the constructing and benefitting lot. Further, the owner of the constructing and benefitting lot may file a collateral claim with the condemning authority over and above the value of the land within the Easement area so taken, to the extent of any damages suffered resulting from the severance of the appurtenant easement area so taken.

9. Amendment. The provisions of this easement may be abrogated, modified, rescinded, or amended in whole or in part only with the consent of Davis and Balch and of each and every mortgagee or beneficiary under any mortgage or deed of trust covering all or any part of the Easement Property, by an amendment, in writing, executed and acknowledged by all of said owners, mortgagees and beneficiaries, duly recorded in the office of the Probate Judge of Limestone County, Alabama. Otherwise, this Easement may not be abrogated, modified, rescinded, explained, interpreted, or amended in whole or in part by any prior or subsequent agreement or understanding.

10. Non-Exclusive Benefit. Balch hereby reserves the right to grant such other or similar easements, rights, right-of-way and privileges over, across and under the Balch Property; provided, however, any such easement, rights, right-of-way or privilege hereinafter granted shall be subject to the terms hereof and not interfere with the use of the Easement created herein. The grantees of any such latter easement, rights, right-of-way, or privilege shall not be a third-party beneficiary hereof nor shall they have any rights to enforce any provision hereof and their joinder shall not be required for any modification, supplement, amendment, or termination hereof.

11. Insurance. The owners of the Davis Property shall each maintain a primary General Liability insurance policy, ("GL") covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, with deductible provisions not to exceed \$10,000.00 per occurrence, and contract liability to cover all insurable obligations in this Easement. Coverage shall be specific for the Easement Property, the Balch Property, Davis and Balch are covered. The policy or policies must be on an "occurrence" basis unless waived by the owners of the Balch Property. The GL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this easement are insured by the carrier.

a. Delivery of Insurance Certificates. Within fifteen (15) days of the effective date of this easement and at each policy renewal date, the owners of the Davis Property shall furnish to the owner of the Balch Property an insurance certificate or renewal certificate evidencing all insurance required by this easement, listing the owner of the Balch Property and any mortgagee of same as insureds. The insurance certificate must document that the liability coverage includes contractual liability coverage to insure the indemnity agreement as stated herein.

b. Evidence of Payment and Premiums. The owner of the Davis Property shall within twenty (20) days of payment or upon request furnish to the owner of the Balch Property duplicate receipts or satisfactory evidence of the payment of all premiums on all insurance required to be carried in accordance with this easement.

12. Effect. The easement created herein shall be binding upon Davis and Balch, their respective successors and assigns and all other persons or entities having or hereafter acquiring any right, title or interest in the Davis Property or the Balch Property, including the Easement Property, and all other persons and entities claiming by, through or under them forever. Any transferee of any part of the or the Davis Property or the Balch Property, including the Easement Property, shall automatically be deemed, by acceptance of the title to such portion of such Lot, to have assumed all of the obligations of this easement relating thereto to the extent of its interest in the portion of such lot and to have agreed with the then owner of all other portion of said lot, to execute any and all instruments and do any and all things reasonably required to carry out the intention of this Easement. Such transferor shall upon the completion of such transfer, be relieved of all further liability under this easement thereafter accruing except, however, that such transferor shall not be relieved of any liability with respect to matters that may have arisen during the period of its ownership of the portion of the Davis Property or the Balch Property, including the Easement Property, so transferred that remained unsatisfied at the time of such transfer.

13. Notice. Any notices provided for herein shall be in writing and shall be deemed delivered when deposited with a trackable, overnight delivery service, postage prepaid and properly addressed to the owner of the Davis Property or the Balch Property, including the Easement Property, at the address either should provide in writing or, if none, the address of record with the Probate Judge of Limestone County, Alabama.

14. Statement of Default. Recognizing that from time to time, the owners of the Davis Property or the Balch Property, including the Easement Property, may find it necessary to establish to banks, mortgagees, accountants, perspective purchasers or the like, the then current status of performance hereunder, the owners of either lot agree, upon the request of the other, that it will from time to time, with reasonable promptness, furnish a written statement in recordable form stating whether, to the knowledge of such party, there is any default hereunder, and specifying with reasonable particularity if there is in fact any default, and otherwise confirming the status of any matter relating to this easement.

15. Computation of Time. Whenever under this easement the time for performance falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the second (2nd) business day thereafter.

16. Captions. The captions at the beginning of the paragraphs are for convenience in locating the context but are not part of the context. Unless otherwise specifically set forth to the contrary, all references to articles, sections, paragraphs, and clauses, refer to portions of this easement.

17. Illegality. If any term or provision of this easement is held to be illegal, invalid, unenforceable, or inoperative as a matter of law, then the remaining terms and provisions shall not be affected thereby but shall be valid and in full force and effect.

18. Merger. This easement embodies the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral, formal or informal.

19. Disputes. This Agreement is intended to be performed in the State of Alabama and shall be construed and enforced in accordance with the laws of Alabama. Any action to enforce this Agreement or otherwise related to the Agreement shall be filed in the Circuit Court of Limestone County, Alabama, where the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other legally available relief.

20. Authority of Balch. Bobby Joe Balch, holder of a life estate in the Balch Property, and Robert C. Balch, owner and remainderman of the Balch Property, both hereby warrant to Davis and agree that they are the exclusive owners of the Balch Property. Bobby Joe Balch and Robert C. Balch further warrant to Davis that they have authority to impress upon the Easement Property the Easement stated herein. Bobby Joe Balch and Robert C. Balch warrant that there are no liens or encumbrances on the Easement Property, nor any known claim or right belonging to any other party that would prevent or interfere with the impression of the Easement described herein upon the Easement Property.

[The remainder of this page has been left intentionally blank. Signatures follow.]

Perpetual Utility Easement

Grantor's Signature Page

Bobby Joe Balch

Date: _____

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Bobby Joe Balch, who is known to me, acknowledged before me on this date that, being informed of the contents of this Perpetual Utility Easement, he, executed the same voluntarily on the day and year first above written.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Robert C. Balch

Date: _____

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert C. Balch, who is known to me, acknowledged before me on this date that, being informed of the contents of this Perpetual Utility Easement, he, executed the same voluntarily on the day and year first above written.

Given under my hand and seal this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

This document created by:

Timothy P. Pittman
**Wolfe, Jones, Wolfe, Hancock,
Daniel & South**
905 Bob Wallace Avenue
Huntsville, Alabama 35801
(256) 534-2205
tim@wolfejones.com

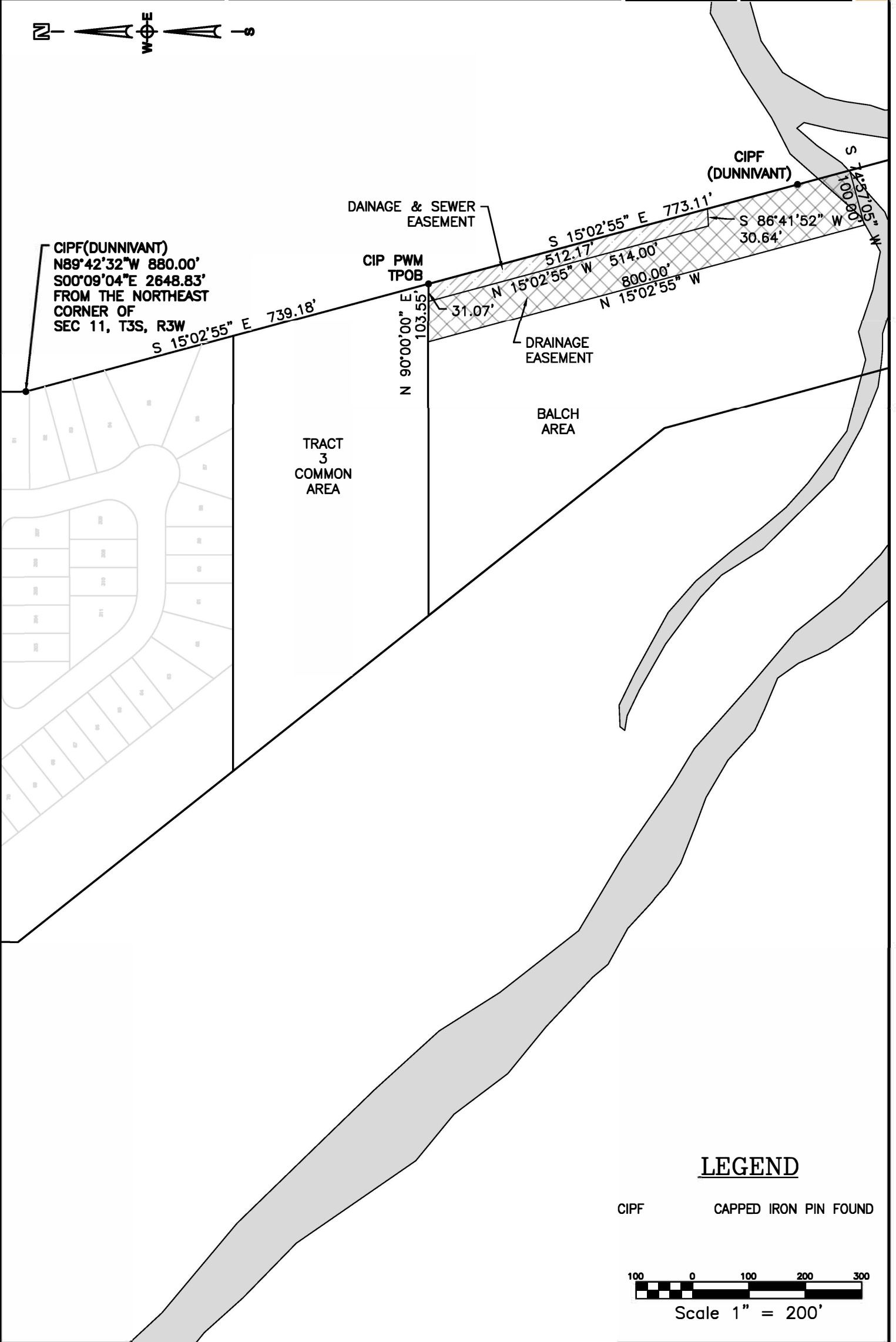
Exhibit 1 – Legal Description of the Easement Property

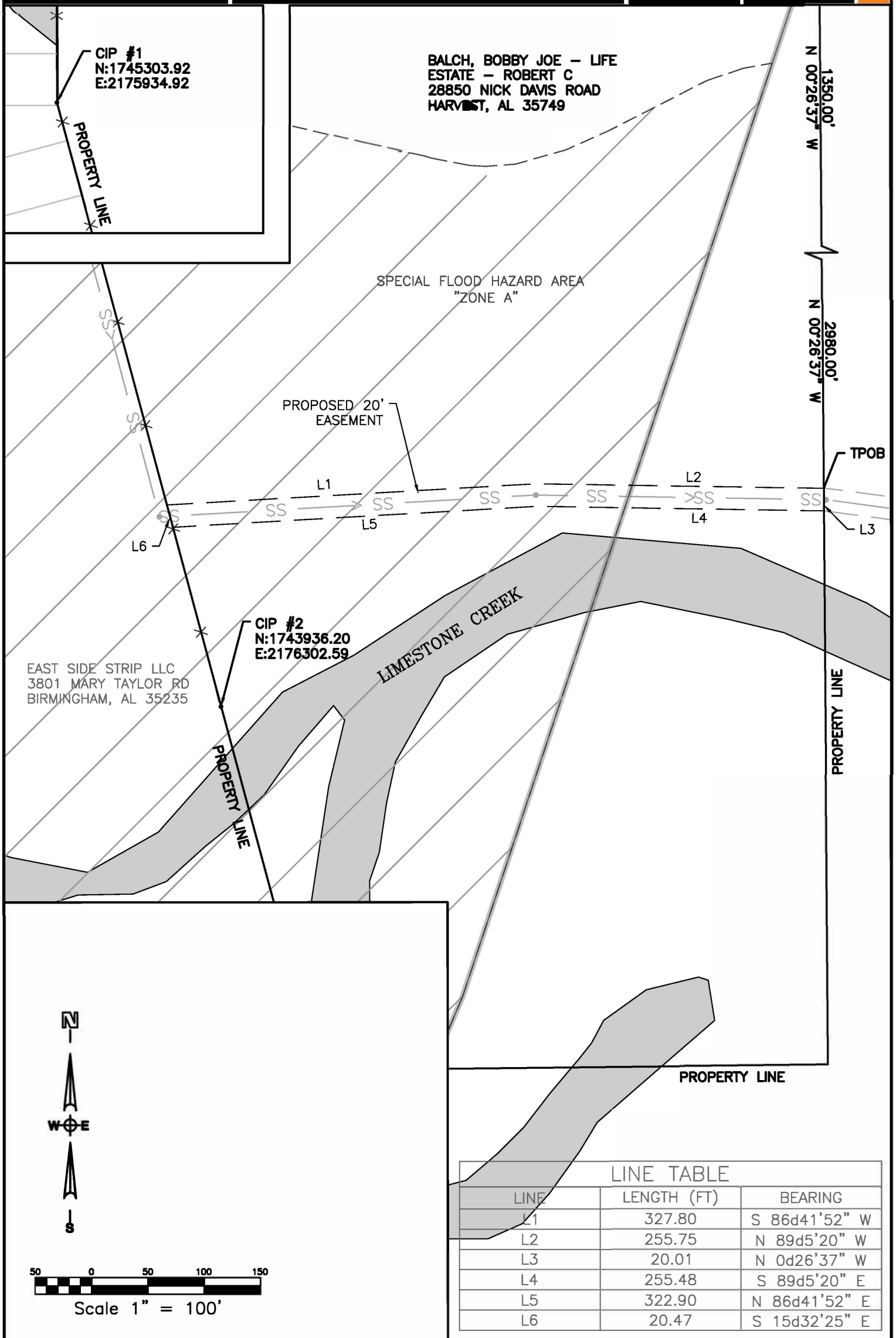
20-FOOT-WIDE PERMANENT UTILITY EASEMENT

A Permanent Utility Easement, Parcel 0901110000002.000 and more particularly described as follows:

Begin at the Northeast corner of Section 11, Township 3 South, Range 3 West Thence South 00 degrees 26 minutes 37 seconds West a distance of 1350.00 feet to a point; Thence South 00 degrees 26 minutes 37 seconds East a distance of 2468.36 feet, said point being the True Point of Beginning.

Thence from the True Point of Beginning North 89 degrees 05 minutes 20 seconds West a distance of 255.75 feet to a point; Thence South 86 degrees 42 minutes 07 seconds West a distance of 327.80 feet to a point; Thence South 15 degrees 32 minutes 25 seconds East a distance 20.47 feet to a point; Thence North 86 degrees 41 minutes 52 seconds East a distance of 322.90 feet to a point; Thence South 89 degrees 05 minutes 20 seconds East a distance of 255.48 feet to a point; Thence North 00 degrees 26 minutes 37 seconds West a distance of 20.01 feet to the True Point of Beginning, lying and being within Section 11, Township 3 South, Range 3 West, Limestone County, Alabama and containing **11695** square feet more or less.





Scale 1" = 100'

PROPOSED UTILITY EASEMENT -- DAVIS PRESERVE

-- 28850 NICK DAVIS ROAD

DRAWING DATE: 01-24-23

DRAWN BY: GGL

APPROVED BY: RWH

JOB No. D-18-23

SCALE: 1"=100'

PAGE 3 OF 3

Sales map only. THIS IS NOT a survey.
Approximate location of land swap for sewer easement



(For Illustration purposes only)