

Prepared by and return to:
St. Amand & Efird PLLC
3315 Springbank Lane, Suite 308
Charlotte, NC 28226

Affected Parcel Tax Parce ID No.: 04320048

Cross References: Deed Book 588; Page 397; Deed Book 2828, Page 448; Deed Book 2831, Page 40; Deed Book 2907, Page 699; Plat Book 29, Pages 506-508; Plat Book 563, Pages 563-566, Effingham County, Georgia.

STATE OF GEORGIA

EASEMENT AGREEMENT

COUNTY OF EFFINGHAM

THIS EASEMENT AGREEMENT (this "**Agreement**"), dated as of _____, 2026 (the "**Effective Date**"), is made and entered into by and between by and among each of **FR - BLUEJAY COMMONS, LLC**, a Delaware limited liability company ("**FR**"); **BLUE JAY COMMONS PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation ("**BJC**") and together with **FR**, collectively the "**Grantor**", **BRALY INVESTMENT PROPERTIES, LLC**, a Georgia limited liability company ("**Braly**" or "**Grantee**"), and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA** ("**Effingham**"). **FR**, **BJC**, **Braly**, and **Effingham** may each be referred to as a "**Party**" and collectively as the "**Parties**" under this Agreement.

RECITALS

WHEREAS, **BJC** is the fee simple owner of that certain real property located in Effingham County, Georgia and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Grantor Property**");

WHEREAS, **Braly** is the fee simple owner of that certain real property located in Effingham County, Georgia, which is adjacent to the Grantor Property, and is more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the "**Grantee Property**");

WHEREAS, FR is the owner of all non-common area lots (collectively, the "**FR Property**") in that certain community known as "**Blue Jay Commons**" and the current "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Blue Jay Commons recorded in Book 2831, Page 40 with the Effingham County Clerk of Superior Court (as amended as assigned from time to time, the "**Declaration**") pursuant to an Assignment of Declarant's Rights for Declaration of Covenants for Blue Jay Commons Subdivision recorded in Book 2907, Page 699, aforesaid records;

WHEREAS, the Grantor Property consists of "Common Area" (as that term is defined in the Declaration) of Blue Jay Commons;

WHEREAS, plats of the Blue Jay Commons, including without limitation Plat Book 29, Page 506 through 508 and Plat Book 29, Pages 562 through 565, aforesaid records (collectively, the "**Plats**"); show and depict an easement for access from the end of Sinclair Way, over the Grantor Property and connecting to the Grantee Property (as defined herein the "**Platted Easement Area**");

WHEREAS, perpetual, non-exclusive easement rights to the Platted Easement Area were previously conveyed to Effingham pursuant to that certain Warranty Deed dated January 17, 2023 and made by Simcoe Investment Group, LLC, a Georgia limited liability company (Grantor's predecessor in title), which was recorded in Book 2828, Page 448, aforesaid records (the "**County Deed**");

WHEREAS, the Parties wish to confirm the rights of Grantee to utilize the Platted Easement Area and such other agreements as more particularly set forth herein, and the Parties have agreed to enter into this Agreement for the purpose of setting forth certain terms, conditions and easements with respect to the same.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement and other good and valuable considerations, the Parties hereto do hereby grant, convey, covenant and agree (as the case may be) as follows:

ARTICLE I: GENERAL

1.1. **Incorporation of Recitals**. The foregoing recitals are true and correct and incorporated as if fully set forth herein.

ARTICLE II: EASEMENTS FOR CONSTRUCTION, MAINTENANCE AND USE OF THE PLATTED EASEMENT AREA

2.1 **Grant of Easement**. Subject to the provisions of this Section 2.1, Grantor hereby grants, bargains, sells and conveys unto Grantee and its successors and assigns, a non-exclusive appurtenant easement over, under, through and across those certain portion(s) of the Grantor Property, described as "Access and Drainage Easement (Width Varies)" on **Exhibit C** attached hereto (the "**Platted Easement Area**"), for the purpose of installing, constructing, maintaining, operating, repairing, replacing, inspecting, relocating and upgrading sidewalks and roadways (the "**Improvements**") necessary for pedestrian and vehicular access, ingress, and egress over and across the Grantor Property to the Grantee Property (the "**Access Easement**"). The following rights (herein, the "**Ancillary Rights**") are also granted to Grantee: to enter the Grantor Property to remove from the Platted Easement Area, now or at any time in the future,

trees, structures or other obstructions that may endanger the proper maintenance and operation of said Access Easement, as well as trees of any species that Grantee determines will grow at maturity to a height that will endanger the proper maintenance and operation of said Access Easement; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Platted Easement Area which, in the opinion of Grantee, might interfere with or fall upon the Platted Easement Area. It is further understood that the Grantor shall erect no permanent structure of any kind over or across the Platted Easement Area or any Temporary Construction Easement Area (for so long as any such Temporary Construction Easement Area remains in effect). For purposes of this Agreement, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Platted Easement Area or any Temporary Construction Easement Area (for so long as any Temporary Construction Easement Area remains in effect). Neither shall Grantor attempt to block or otherwise impede the natural flow of water or construct any fences, landscaping or other improvements in or around the Platted Easement Area that impacts Grantee's right to use the Access Easement for the purposes set forth herein.

2.2 Grant of Temporary Construction Easement by Grantor. Subject to the terms hereof, Grantor hereby grants, sells, bargains, assigns and conveys to Grantee and its successors, assigns, employees, agents, consultants and contractors for their benefit a temporary non-exclusive easement over, through, under, above and across Platted Easement Area as is reasonably necessary for the installation of the Driveway (the "Temporary Construction Easement Area").

2.3 Construction Requirements. Grantee acknowledges and agrees that any and all construction and development operations made in connection with this Agreement shall be performed in a first class professional manner and shall use reasonable measures to minimize disruption, interference, or inconvenience to the tenants in occupancy at the Grantor Property and the FR Property, which may include, without limitation: (i) regularly cleaning trash and debris, (ii) not burdening traffic flow or parking, (iii) creating safe operating conditions for the construction of the Improvements, (iv) safely and neatly storing construction materials off of the Grantor Property, the FR Property, and public roadways, (v) providing fencing, screening, and/or other barriers surrounding all affected areas, (vi) not subjecting any party to unreasonable amounts of dirt, dust, noise, or unsettled atmosphere of ongoing or uncompleted construction, (vii) limiting construction activities to regular business hours, and (viii) maintaining insurance customarily required of similarly situated construction activities (all of the foregoing collectively being the "Construction Requirements"). In connection with the foregoing, should Grantor or any of its employees, tenants, invitees, or occupants incur any physical damage or bodily injury as a result of and to the extent caused by Grantee or its representatives' failure to comply with any of the Construction Requirements, Grantee shall reimburse Grantor within ten (10) business days' of Grantor's request for same (alongside reasonable supporting evidence thereof) for the reasonable costs actually incurred as a result of such damage.

2.4 Duration of Temporary Construction Easement. This Agreement shall be effective immediately upon being recorded in the public records of Effingham County, Georgia. Notwithstanding the foregoing, the Temporary Construction Easement granted in Section 2.2, above, shall terminate (without need for any action of any party) on thirty-six (36) months following the recordation of this Agreement in the Effingham County public records.

2.5 Dedication of Improvements: Cooperation. Upon completion of the installation of any of the Improvements, Grantee is hereby authorized by Grantor to assign, dedicate and/or convey the easements granted herein and the Improvements to the applicable governmental or utility authority, as Grantee may desire or as may otherwise be required of Grantee by the applicable governmental or utility authority.

Grantor will reasonably cooperate with Grantee in connection with the public dedication of the same, including without limitation, executing all such documents, instruments, applications or plats as are reasonably required by the applicable governmental or utility authority within ten (10) business days after Grantor's receipt of written request therefor.

2.6 County Deed. Notwithstanding anything set forth herein to the contrary, Grantee acknowledges that the Grantor Property (and in particular, the Platted Easement Area and the Temporary Construction Easement Area) is burdened by the County Deed, whereby, among other things, the rights granted to Grantee in this Agreement are non-exclusive and expressly shared with Effingham. In connection therewith, Effingham joins in this Agreement to provide its consent to the rights granted to Grantee in this Agreement.

ARTICLE III: OBLIGATION TO MAINTAIN

3.1 Subject to the terms and provisions of this Agreement, the Parties jointly agree that following the completion of construction of any Improvements within the Platted Easement Area, Grantee shall be solely responsible for maintaining the same in good condition and repair (collectively, the "Maintenance Obligations"), until such time, if ever at all, the same are accepted for public maintenance. The Maintenance Obligations shall run with the land of the Grantee Property.

ARTICLE IV: RELEASE OF ABANDONED EASEMENT ON GRANTOR PROPERTY

4.1 The Plats also depict certain "to be abandoned" 50' drainage easements, which reference Deed Book 588, Page 397, aforesaid records, and which benefit Effingham and burden the Grantor Property and FR Property (such easements being the "Abandoned Easements"). Effingham represents and warrants that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Abandoned Easements. Effingham hereby releases, terminates, vacates, and forever abandons all of its rights, title, and interest in and to the Abandoned Easements and hereby acknowledges and agrees that Effingham's rights and benefits in the Abandoned Easements are null and void and of no further force or effect.

ARTICLE IV: MISCELLANEOUS

5.1 Compliance with Law. Grantee shall comply with all applicable local, state and federal statutes, laws, codes and ordinances concerning or with respect to the use of the easement rights granted herein.

5.2 Mechanic's Liens: Repair. Grantee shall (a) remove or bond any lien of any type that attaches to the Grantor Property or the FR Property as a result of exercising any rights set forth herein, and (b) restore to materially the same condition as it existed prior to Grantee's entry thereupon, reasonable wear and tear and excluded, to the extent reasonably practicable.

5.3 Effective Date. This Agreement will be effective as of the date set forth above.

5.4 Amendment. This Agreement may be modified or amended, in whole or in part, only by the written consent of all parties in interest evidenced by a document that has been fully executed and acknowledged and recorded.

5.5 Waiver. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

5.6 Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the Agreement or any part thereof.

5.7 Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

5.8 Governing Law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

5.9 Attorneys' Fees. In the event of any litigation arising from or related to this Agreement, each Party hereto agrees to pay their own attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial, and all appellate levels.

5.10 Notice. All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, or (c) sent via FedEx or similar overnight service. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, or (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository for "next day" delivery. All notices shall be delivered or sent prepaid for the specified service by the party giving notice and shall be addressed as set forth below:

BRALY:

BRALY INVESTMENT PROPERTIES, LLC
103 Wilson Circle
Springfield, GA 31329
Attn: Brandon Long

Copy To:

NELSON MULLINS RILEY & SCARBOROUGH LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Emily McClendon

Grantor:

c/o Fundrise
11 DuPont Circle NW, Floor 9
Washington, D.C. 20036
Attn: Brandon Jenkins

Copy To:

NELSON MULLINS RILEY & SCARBOROUGH LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Eric R. Wilensky, Esq.

Any new owner may record a notice describing this Agreement and changing the address set forth in this Section for notices to the owner of the relevant property owned by that new owner.

4.11 Heirs, Successors and Assigns. The terms, conditions and requirements of this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns, and the benefits and burdens hereof shall run with the Grantor Property and the Grantee Property. Notwithstanding the foregoing, if Grantee forms a property owner's or homeowner's association to manage the common areas and/or operation of the Grantee Property (if any, a "POA"), Grantee may assign its rights and obligations under this Agreement to such POA by recording such assignment in the aforesaid records, whereupon, all of Grantee's rights and obligations shall be assumed by such POA, and Grantor shall thereafter look solely to such POA for the performance of Grantee's obligations under this Agreement.

4.12 BJC's Representations and Warranties. BJC covenants, represents and warrants that: (i) BJC has marketable and insurable title to the Grantor Property; (ii) BJC, and the officer below executing this Agreement on behalf of the BJC, have the power and authority to execute this Agreement and grant the easements set forth herein; and (iii) to BJC's actual knowledge, there are no mortgages, liens, title exceptions, road dedications, survey matters, or other encumbrances materially and adversely affecting title to the Grantor Property that may foreclose out or interfere with the rights granted to Grantee by this Agreement other than the rights granted to Effingham in the County Deed.

4.13 Indemnification. Grantee, its heirs, successors and assigns, hereby agree to indemnify, defend and hold the Grantor and its successors and assigns or any of their respective employees, tenants, invitees, or occupants harmless from and against any and all liabilities, claims, damages, expenses, cause of action, suits, claims or judgments (including, without limitation, claims for personal injury or death, all out-of-pocket expenses, attorneys' fees and court costs) arising out of Grantee's exercise of the rights granted herein.

4.14 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

4.15 WAIVER OF TRIAL BY JURY. GRANTORS AND GRANTEE HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GRANTORS AND GRANTEE. GRANTORS AND GRANTEE HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. GRANTORS AND GRANTEE FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF GRANTORS OR GRANTEE (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO GRANTORS OR GRANTEE OR TO ANY AGENT OR REPRESENTATIVE OF GRANTORS OR GRANTEE (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

Signature pages follow

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written, intending to be legally bound.

Signed, sealed and delivered
in the presence of:

FR:

FR - BLUEJAY COMMONS, LLC
a Delaware limited liability company

Natalie Steinkamp
Unofficial Witness

Name: *Natalie Steinkamp*

By: *[Signature]* [SEAL]
Name: *Brandon Jenkins*
Its: *Authorized signatory*

[Signature]
Notary Public

Name: *Emily Kay Reider*

(NOTARY SEAL)

My Commission Expires:
12/14/2027



[signatures continue on next page]

Signed, sealed and delivered
in the presence of:

BJC:

BLUE JAY COMMONS PROPERTY OWNERS
ASSOCIATION, INC., LLC,
a Georgia non-profit corporation

Natalie Steinhamp
Unofficial Witness

Name: Natalie Steinhamp

By: [Signature] [SEAL]

Name: Branden Jenkins
Its: Authorized Signatory

[Signature]
Notary Public

Name: Emily Kay Reid

(NOTARY SEAL)

My Commission Expires:
12/14/2027




[signatures continue on next page]


Signed, sealed and delivered
in the presence of:

BRALY:

BRALY INVESTMENT PROPERTIES, LLC,
a Georgia limited liability company



Unofficial Witness

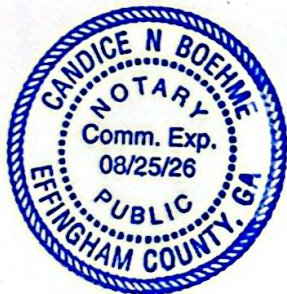
By:  [SEAL]
Name: J. Brandon Long
Its: President

Name: Gary Bickley

Notary Public
Name: Candice N Boehme

(NOTARY SEAL)

My Commission Expires:
8/25/2026



[signatures continue on next page]

Signed, sealed and delivered
in the presence of:

EFFINGHAM:

EFFINGHAM COUNTY BOARD OF
COMMISSIONERS

Unofficial Witness

Name: _____

Notary Public

Name: _____

(NOTARY SEAL)

My Commission Expires:

By: _____ [SEAL]
Name: _____
Its: _____

[end of signatures]

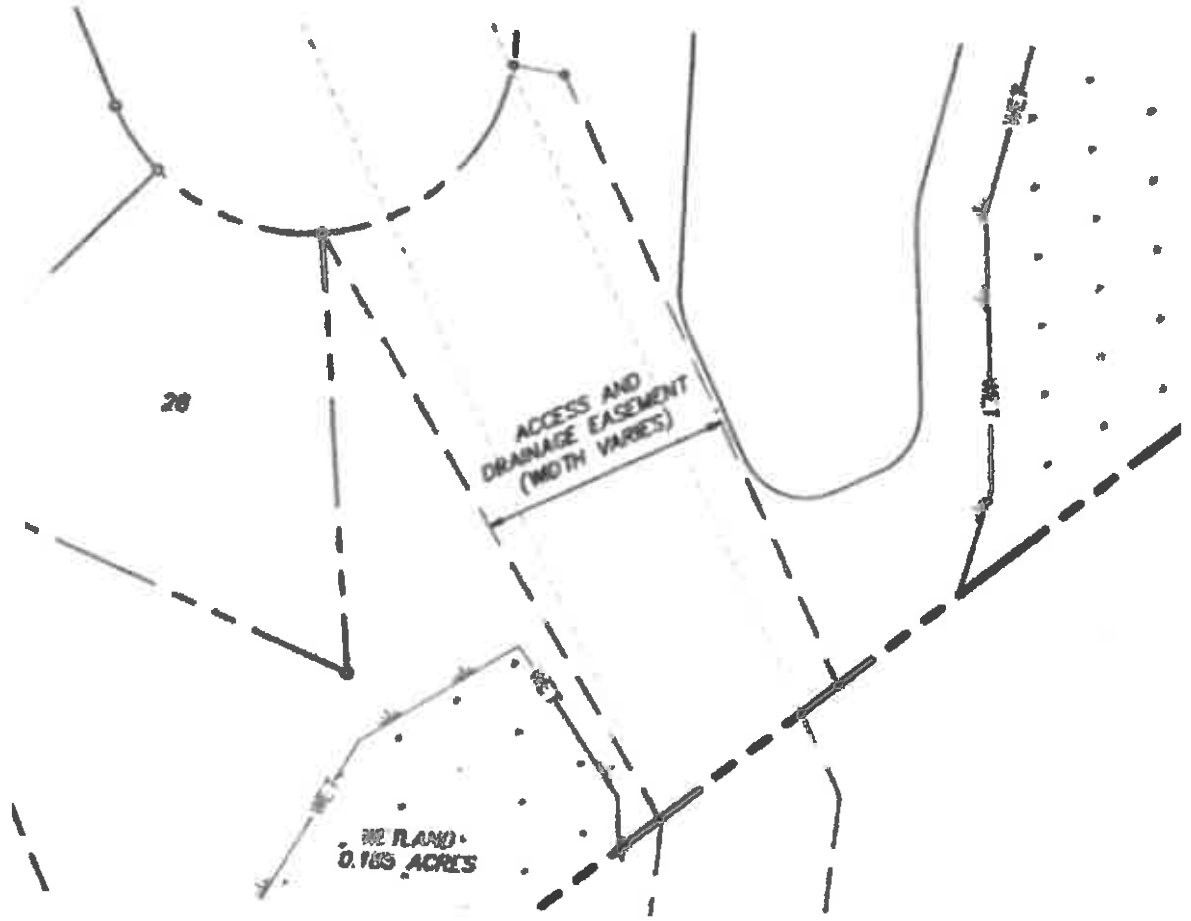
**EXHIBIT A
GRANTOR PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the 9th GMD, Rincon, Effingham County, Georgia, being designated as COMMON AREA 4 containing 10.539 acres, as more particularly shown on that plat entitled "A MAJOR SUBDIVISION PLAT OF BLUEJAY COMMONS – PHASE 1", recorded in Plat Book 29, Pages 506-508, Effingham County, Georgia Records, said plat incorporated herein by reference for a more complete description.

**EXHIBIT B
GRANTEE PROPERTY**

All that Tract or Parcel of Land situate, lying and being in the 9th G.M. District, Effingham County, Georgia, being known as Tract #1 (17.766 acres, more or less), and shown and more particularly described on that certain map or plat made by Jeffrey M. Horne, R.L.S. No. 3131, dated October 7, 2024, and recorded in Plat Book 30, Page 13 in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

**EXHIBIT C
PLATTED EASEMENT AREA**



ORIGIN ID: QFEA (404) 322-6000
LAURA LEMIN
NELSON MULLINS
ATLANTIC STATION
201 17TH STREET NW, SUITE 1700
ATLANTA, GA 30363
UNITED STATES US

SHIP DATE: 14MAR20
ACTING ST: 0501B
CND: 20720200SF-APR2208
BILL SENDER

TO EMILY MCCLENDON
NELSON MULLINS
201 17TH ST NW
STE 1700
ATLANTA GA 30363
NY: (404) 322-6446
PO: REF: 00078209112LMS
DEPT:

58KLS7AE54848

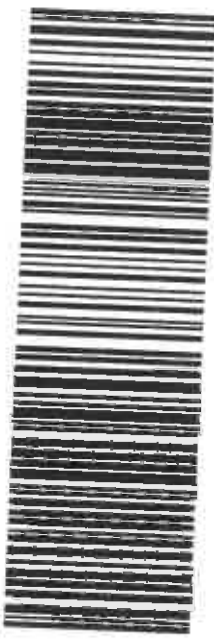


TRK# 8897 4887 0112
Q201

THU - 19 MAR 10:30A
PRIORITY OVERNIGHT

37 QFEA

30363
GA-US ATL



FOLD on this line and place in shipping pouch with bar code and delivery address visible

1. Fold the first printed page in half and use as the shipping label.
2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of 100 USD or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is 500 USD, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).