

THIS INSTRUMENT PREPARED BY:

Allie Tucker, Esq.
MAYNARD, COOPER & GALE, P.C.
655 Gallatin Street
Huntsville, AL 35801
(256) 551-0171

STATE OF ALABAMA)

COUNTY OF MADISON)

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (this “Agreement”) is entered into this _____ day of December, 2022 (the “Effective Date”) by INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company and INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company (herein collectively referred to as “Declarant”), and CITY OF MADISON, an Alabama municipal corporation (“Purchaser,” and together with Declarant the “parties,” and sometimes each individually as “party”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in the City of Madison, Madison County, Alabama, and more particularly described on that certain Final Plat of Hexagon Park Phase I dated _____, recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book ___, Page ___ (the “Plat”) and attached hereto as **Exhibit “A”** and legally described in **Exhibit “B”** attached hereto (collectively, the “Intergraph Campus”); and

WHEREAS, Declarant intends to sell that portion of the Intergraph Campus designated as Lot 2 as shown on the Plat and legally described on **Exhibit “C”** attached hereto (such property is hereinafter referred to collectively as the “Property” or “Lot 2”; All Lots shown on the Plat other than Lot 2 are hereinafter collectively referred to as the “Retained Property” and described in **Exhibit “D”**);

WHEREAS, Purchaser intends to use the Property for a fire station, police station, office space, recreational facilities open to the public, and related uses;

WHEREAS, the parties desire to impose certain covenants, restrictions, easements and conditions on the development and use of the Property, as more particularly set out herein, for the benefit of the Property and the Retained Property; and

WHEREAS, Declarant and Purchaser desire to establish certain other agreements for the mutual benefit of the Retained Property and the Property, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and recitals and the following conditions and agreements, the parties do hereby impose the following easements, covenants and restrictions on the ownership, use and enjoyment of the Property and the Retained Property, in accordance with the following terms and conditions, and any successor, assignee, transferee or grantee or lessee of any interest in the Property, the Retained Property, or any portion thereof (whether by acceptance of a deed, a lease, a mortgage or any other instrument) shall be subject to the same.

ARTICLE 1

COVENANTS REGARDING DEVELOPMENT

The following terms and provisions shall be enforceable by Declarant (in accordance with this Agreement) against the Property and any owner or occupant of any part thereof until the expiration of the Term (defined herein).

1.1 Improvements.

(a) The construction and development of any improvements on the Property, or the redevelopment of any existing improvements located thereon, must be designed, installed and completed in accordance (i) with all applicable laws, regulations, ordinances and building codes, including without limitation, applicable zoning ordinances and building codes; and (ii) all prior matters of record including without limitation this Agreement.

(b) No part of the building improvements situated on the Property shall be more than three (3) stories in height, excluding however the bays added to the building to house fire engines for the fire station.

1.2 Construction Activities. With respect to the Property, and any portion thereof, construction activities thereon shall not unreasonably interfere with the business operations (including construction) being performed on any part of the Retained Property.

ARTICLE 2

RESTRICTED USES

Purchaser shall use the Property as a fire station, police station, office space, recreational facilities that are open to the public, and related uses, provided however, Purchaser may use the Property for any and all public uses as determined by the City of Madison, Alabama, to be in the interests of the public and for the good and general welfare of the citizens of the City of Madison, Alabama, in accordance with its planning and zoning ordinances and regulations then in effect, provided any such use shall not violate the Restricted Uses. Without limiting the generality of the foregoing, during the Term of this Agreement, no portion of the Property shall be used, leased, operated or occupied as any of the restricted uses listed in **Exhibit "E"** attached hereto and incorporated herein by reference (the "Restricted Uses"). In addition to those restrictions, no part of the Property shall be owned or occupied by any party who is a competitor of Intergraph Corporation or Hexagon AB as of the date hereof.

ARTICLE 3

MAINTENANCE

The Property, the Retained Property, and all improvements thereon shall be maintained by the owner thereof in a first class condition and repair consistent with the standards of first class municipal facilities and/or business facilities, as applicable, in a good, clean, neat and safe condition, and in

compliance with this Agreement and all laws, rules, regulations, orders and ordinances and the requirements of any governmental authority exercising jurisdiction thereof.

ARTICLE 4

TERM

The rights, obligations and liabilities created herein shall run with the land and shall be perpetual in nature (the “Term”), unless terminated in writing by all then owners of the Property and the Retained Property and recorded of record in the office of the judge of probate of Madison County, Alabama..

ARTICLE 5

EASEMENTS

5.1(a) Cross Access Easement. Subject to the terms and conditions herein, Declarant hereby declares a perpetual reciprocal non-exclusive easement for vehicular and pedestrian access, ingress and egress over and upon all drive aisles and rights of way now or hereafter located on the Property and the adjacent lot shown on the Plat as Lot 3 (“Lot 3”), for the use and benefit of all present and future owners of the Property and Lot 3, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar and related parties. For clarification and the avoidance of doubt, this cross access easement does not include parking rights, except however Purchaser and/or its employees, guests, invitees, tenants, customers and licensees shall be permitted use of the parking lot on Lot 3 for events scheduled at the recreational facilities so long as the same does not interfere with the normal business operations on Lot 3. In addition to the foregoing, so long as Declarant or any of Declarant’s affiliates own or control property adjacent to or within one (1) mile of the Property, Declarant and Declarant’s affiliates and their respective employees shall have the right to use, access and enjoy the recreational facilities located on the Property, including, without limitation the restroom facilities located on Building 18 (defined herein), provided Declarant shall first schedule such event with Purchaser to reserve the recreational facilities for Declarant’s desired use. Purchaser shall not alter or demolish said Building 18 without Declarant’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(b) Ingress-Egress Easement. Declarant does hereby declare, and does grant, bargain, sell and convey to Purchaser, its successors and assigns, a perpetual non-exclusive easement for vehicular and pedestrian (including but not limited to fire trucks, police vehicles, emergency vehicles, and traffic related to public recreational activities) access, ingress and egress, from Lot 2 to Graphics Drive over and upon Lot 4 in the area shown on the Plat and the attached **Exhibit “F”** (“Ingress-Egress Easement”), for the use and benefit of Lot 2. This Ingress-Egress Easement shall include the right of Purchaser, at its sole expense, to improve the Ingress-Egress Easement area to include paving, curbing and striping in accordance with such plans and specifications which shall be subject to the prior review and approval of Declarant, such approval not to be unreasonably withheld, conditioned or delayed.

5.2 Cross Utility Easement.

(a) Notwithstanding anything to the contrary contained in this Agreement, certain utilities for Building 23A, as shown on **Exhibit “G”** attached hereto (“23A”), owned or to be owned by Purchaser, and Building 23B as shown on **Exhibit “G-1”** attached hereto (“23B”), owned by Declarant, are jointly metered by Madison Utilities. Declarant hereby declares a perpetual reciprocal non-exclusive

easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the existing utility improvements and equipment currently existing on the Property and Lot 3 for the use and benefit of all present and future owners of the Property and Lot 3, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar related parties. Purchaser shall be responsible for maintaining, repairing and replacing any utility improvements located on 23A and 23B (located on the exterior of the premises up to the utility meter), subject to the pro rata reimbursement as set forth in Section 6.2. Purchaser shall have the right to enter onto 23B for the purpose of reading the utility meter, and for the purpose of maintaining, repairing and replacing any utility improvements located on 23B; provided, however, that except in the case of emergency, Purchaser shall give written notice to the owner of 23B prior to performing any maintenance, repair or replacement in accordance with this Section 5.2(a).

(b) Notwithstanding anything to the contrary contained in this Agreement, certain utilities for the Wellness Center, as shown on **Exhibit “G-2”** attached hereto (the “Wellness Center”) and the outdoor bathroom, as shown on **Exhibit “G-3”** attached hereto (“Building 18”), are jointly metered by Madison Utilities. Declarant hereby declares a perpetual reciprocal non-exclusive easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the existing utility improvements and equipment currently existing on the Property and the adjacent lot shown on the Plat as Lot 4 (“Lot 4”) for the use and benefit of all present and future owners of the Property and Lot 4, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar related parties. Declarant shall be responsible for maintaining, repairing and replacing any utility improvements located in the Wellness Center and Building 18 which are not owned or maintained by a public utility company (located on the exterior of the premises up to the utility meter), subject to the pro rata reimbursement as set forth in Section 6.2. Declarant shall have the right to enter onto Building 18 for the purpose of reading the utility meter, and for the purpose of maintaining, repairing and replacing any utility improvements located on Building 18; provided, however, that except in the case of emergency, Declarant shall give written notice to the owner of the Building 18 prior to performing any maintenance, repair or replacement in accordance with this Section 5.2(b).

5.3 Indemnity. Each party agrees to indemnify, defend and hold harmless the other party and its respective partners, members, officers, shareholders, agents, lenders, successors and assigns from and against any and all claims, liabilities, demands, fines, suits, causes of action, judgments, damages, costs and expenses, including reasonable attorneys’ fees and court costs, arising from or in connection with the use of the easements and rights created hereunder, except to the extent arising from the negligent act or omission of the party seeking indemnification. Notwithstanding the foregoing, Purchaser does not hereby waive any immunities that it may have or which exist under applicable laws limiting actions and/or damages against municipalities.

ARTICLE 6

ADDITIONAL COVENANTS

6.2 Retained Property. The parties acknowledge and agree that, except as otherwise specifically provided, nothing set forth herein shall be deemed to impose covenants and/or restrictions on the Retained Property and/or Declarant’s use thereof except for the easements set forth in Article 5 above and the cost sharing obligations set forth in Section 6.2 below.

6.3 Payment of Utilities and Maintenance Costs.

(a) Declarant shall pay to Purchaser Declarant's Pro Rata Share of utility charges associated with 23A and 23B ("23A/23B Utility Charge") in the form of monthly utility charges within ten (10) days of the first day of each month, said payments to be based on Purchaser's estimate (from time to time) of utility charges for each calendar year. "Pro Rata Share" as used in this Section 6.2(a) shall mean the product of (i) the square footage of 23B divided by the total square footage of 23A and 23B together, and (ii) the 23A/23B Utility Charge. Within 120 days after the expiration of each calendar year, Purchaser shall submit a statement to Declarant which shall set forth Purchaser's estimate of the 23A/23B Utility Charge for the current calendar year, and Declarant's actual Pro Rata Share of the 23A/23B Utility Charge for the preceding year; provided, however, if Purchaser fails to deliver such statement to Declarant on or before the date on which such annual statement must be delivered, Declarant may send to Purchaser a written notice requesting said statement and if Purchaser fails to send the applicable statement to Declarant within 30 days after receipt of such written request therefor from Declarant, Declarant may elect to defer the monthly payment of the 23A/23B Utility Charge until Purchaser delivers the statement to Declarant; it being understood, acknowledged and agreed, however, that once Declarant receives such statement, Declarant shall pay to Purchaser all such deferred amounts and shall thereupon and thereafter pay monthly installments of the 23A/23B Utility Charge as and when due pursuant to this Section 6.2(a). If the total amount paid by Declarant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within 30 days after receipt of the statement. Purchaser may provide any refund in the form of a credit against the next installment or installments of the 23A/23B Utility Charge due from Declarant to Purchaser hereunder.

(b) Purchaser shall pay to Declarant Purchaser's Pro Rata Share of utility charges associated with the Wellness Center and Building 18 ("Wellness Center Utility Charge") in the form of monthly utility charges within ten (10) days of the first day of each month, said payments to be based on Declarant's estimate (from time to time) of utility charges for each calendar year. "Pro Rata Share" as used in this Section 6.2(b) shall mean the product of (i) the square footage of Building 18 divided by the total square footage of Building 18 and the Wellness Center together, and (ii) the Wellness Center Utility Charge. Within 120 days after the expiration of each calendar year, Declarant shall submit a statement to Purchaser which shall set forth Declarant's estimate of the Wellness Center Utility Charge for the current calendar year and Purchaser's actual Pro Rata Share of the Wellness Center Utility Charge for the preceding year; provided, however, if Declarant fails to deliver such statement to Purchaser on or before the date on which such annual statement must be delivered, Purchaser may send to Declarant a written notice requesting said statement and if Declarant fails to send the applicable statement to Purchaser within 30 days after receipt of such written request therefor from Purchaser, Purchaser may elect to defer the monthly payment of the Wellness Center Utility Charge until Declarant delivers the statement to Purchaser; it being understood, acknowledged and agreed, however, that once Purchaser receives such statement, Purchaser shall pay to Declarant all such deferred amounts and shall thereupon and thereafter pay monthly installments of the Wellness Center Utility Charge as and when due pursuant to this Section 6.2(b). If the total amount paid by Purchaser is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within 30 days after receipt of the statement. Declarant may provide any refund in the form of a credit against the next installment or installments of the Wellness Center Utility Charge due from Purchaser to Declarant hereunder.

(c) As an alternative to Purchaser's monthly payment of Purchaser's Pro Rata Share of the Wellness Center Utility Charge, Declarant may elect to offset such amounts against Declarant's Pro Rata Share of the 23A/23B Utility Charge by the amount of Purchaser's Pro Rata Share of the Wellness Center Utility Charge.

(d) The parties agree that any maintenance, repairs or replacements performed with respect to the utility improvements in Section 5.2(a) and 5.2(b) shall be subject to reimbursement by the other party. The party responsible for performing the maintenance shall present a breakdown of the shared costs based upon each party's pro rata share of the actual and verifiable costs of such maintenance, calculated using the square footage of each respective building divided by the costs of such maintenance. The reimbursing party shall pay to the requesting party their pro rata share of the maintenance costs within thirty (30) days of receipt of such written request for reimbursement.

ARTICLE 7

DEFAULT AND REMEDIES

7.1 **Default.** If the owner of the Property or the Retained Property fails to comply with any provision of this Agreement, then Declarant or Purchaser, as applicable, may, in its sole discretion but without any obligation to do so, upon sixty (60) days written notice to the defaulting party, proceed to cure the default (and shall have a license to do so) by the payment of money or the performance of some other action for the account of the defaulting party (as applicable). The foregoing right to cure shall not be exercised if within the sixty (60) day notice period (i) the defaulting party (as applicable) shall cure the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, if the defaulting party (as applicable) shall notify the non-defaulting party that it intends to cure and shall begin to cure such default with such time period and shall diligently pursue such action to completion. The sixty (60) day notice period shall not be required if, using reasonable judgment, the non-defaulting party deems that an emergency exists which requires immediate attention. In the event of such an emergency, whatever notice that is reasonable under the circumstances will be required.

7.2 **Attorney's Fees.** In the event either party shall institute any action or proceeding against the other party relating to the provisions of this Agreement, or to any default hereunder, or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, the unsuccessful party in such action or proceeding shall reimburse the successful party therein for costs and expenses incurred by the successful party in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

7.3 **Remedies Cumulative.** All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Either party shall also have the right to restrain by injunction any violation or threatened violation by the owner of the Property or the Retained Property, as applicable, any of the terms, covenants, or conditions of this Agreement, and either party may obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Notwithstanding the foregoing, Purchaser does not hereby waive any immunities that it may have or which exist under applicable laws limiting actions and/or damages against municipalities.

ARTICLE 8

MISCELLANEOUS

8.1 **Binding Effect.** The terms of this Agreement shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder. The use of the term “Purchaser” shall refer to the current record title holder of any portion of the Property and its successors and assigns with respect to the ownership of such parcel. The use of the term “Declarant” shall refer to the current record title holder of the Retained Property and its successors and assigns with respect to the ownership of such parcel.

8.2 **Liability.** The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance of the Retained Property or the Property (as the case may be) to a third party, the owner, as the case may be, who shall have sold its respective parcel, shall be forever released of any of its obligations hereunder (except for any obligation which shall have accrued at the time of such transfer), and such obligations arising thereafter shall be enforceable only against the party who shall acquire title to such respective parcel.

8.3 **Singular and Plural.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

8.4 **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

8.5 **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in a no way effect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

8.6 **Amendments.** This Agreement may be amended by, and only by, a written agreement signed by all of the then current owners of the Retained Property and the Property (and mortgagee consents as applicable) and shall be effective only when recorded in the office of the Judge of Probate of Madison County, Alabama. No consent to the amendment of this Agreement shall ever be required of any person other than the foregoing parties, nor shall any person other than Declarant and Purchaser (and its respective successors and assigns) have any right to enforce any of the provisions hereof.

8.7 **Captions and Capitalized Terms.** The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement.

8.8 **Notices.** Any notice or other instrument required or permitted to be given or delivered under the terms of this Agreement shall be deemed to have been given and delivered, upon receipt, when deposited with a nationally recognized overnight courier (prepaid by sender or billed to sender’s account) or in the United States mail, postage prepaid, certified or registered, return receipt requested. Such notices may also be sent by personal delivery, in which case notice shall deemed delivered upon receipt. Any

notice required or permitted to be given hereunder shall be deemed given and effective upon receipt thereof by the recipient thereto:

To Declarant: Intergraph Improved Properties, LLC
Intergraph Unimproved Properties, LLC
305 Intergraph Way
Madison, Alabama 35758
Attn: Ms. Denise Bates

With a copy to: Anthony P. Zana, Esq.
Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758

And a copy to: Maynard Cooper & Gale, P.C.
655 Gallatin Street
Huntsville, Alabama 35801
Attn: Allie Tucker, Esq.

To Purchaser: City of Madison
Legal Department
100 Hughes Road
Madison, Alabama 35758
Attn: Brian Kilgore
Email: brian.kilgore@madisonal.gov

With a copy to: Wilmer and Lee, PA
100 Washington St. NE, Suite 200
Huntsville, Alabama 35801
Attn: Suzanne Currie
Email: scurrie@wilmerlee.com

A party's address may be changed by written notice to the other interested party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

8.9 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall (i) entitle any party to cancel, rescind or, otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Retained Property or the Property. However, such limitation shall not affect in any manner any rights or remedies which a party may be hereunder by reason of any such breach.

8.10 Time. Time is of the essence of this Agreement.

8.11 Non-waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

8.12 **Mortgage Subordination.** Any mortgage, deed of trust, or deed to secure debt affecting any part of the Property or the Retained Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, deed of trust or deed to secure debt, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement.

8.13 **Applicable Law/Construction.** This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

8.14 **Entire Agreement.** This Agreement, including the Exhibits hereto, set forth the entire understanding and agreement regarding the above matters; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are suspended by and merged into this Agreement.

8.15 **Force Majeure.** References to "force majeure" hereinabove shall refer to delays due to strikes, riots, acts of God, governmental intervention or any other causes beyond the control of the owner of the Property and the Retained Property. Delays directly caused by the foregoing shall be excluded from the computations of deadlines in this Agreement.

8.16 **Estoppel Statement.** Upon the reasonable request of any party to this Agreement, any other party shall promptly execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

(Signatures appear on the following page)

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

DECLARANT:

INTERGRAPH IMPROVED PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

INTERGRAPH UNIMPROVED PROPERTIES,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

CITY OF MADISON, an Alabama municipal
corporation

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name as _____ of Intergraph Improved Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this _____ day of _____, 2022.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name as _____ of Intergraph Unimproved Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this _____ day of _____, 2022.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name as _____ of City of Madison, an Alabama municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this _____ day of _____, 2022.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"

INTERGRAPH CAMPUS PLAT

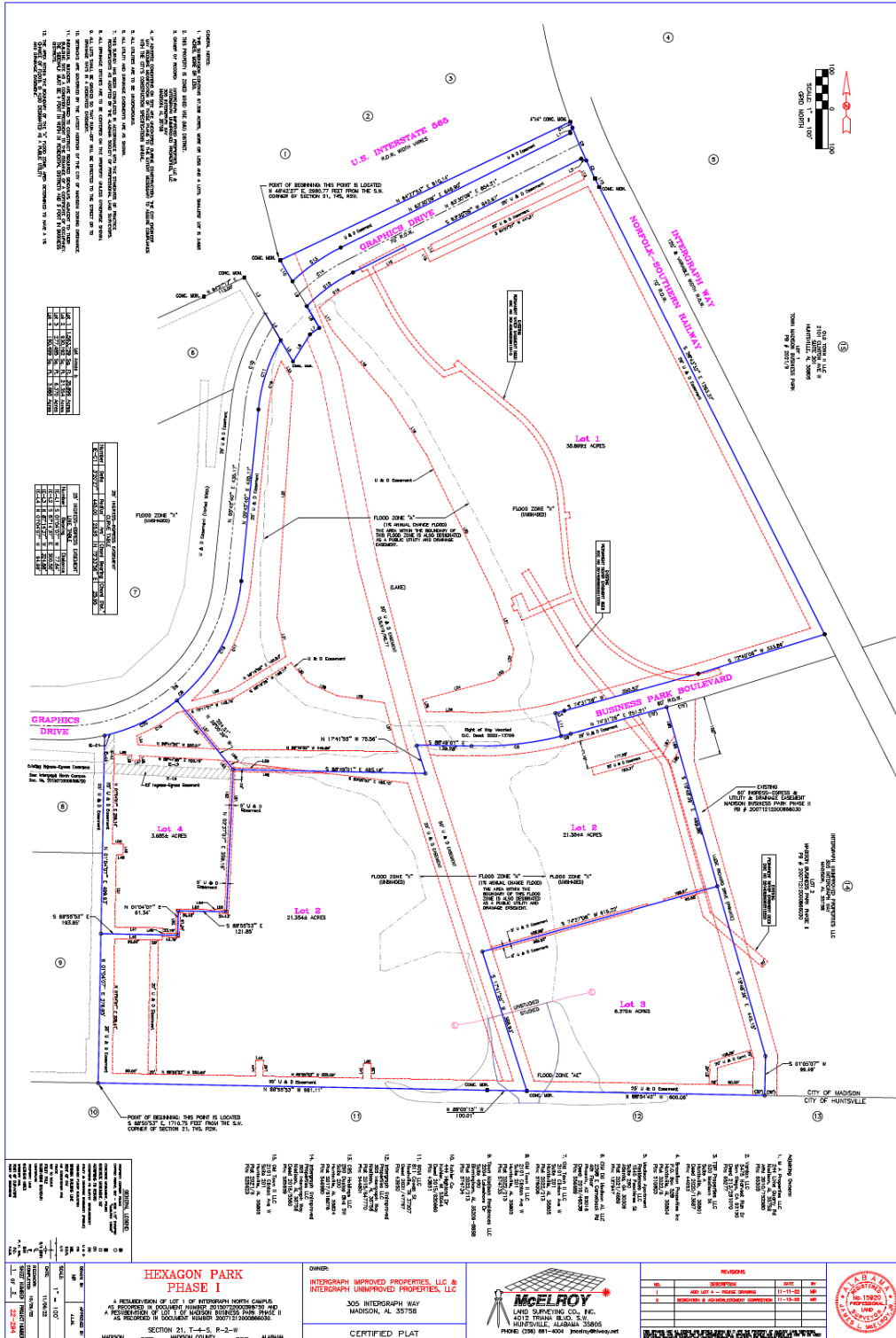


EXHIBIT "B"

**INTERGRAPH CAMPUS
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

Lots 1, 2, 3 and 4 as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT "C"

**PROPERTY
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

Lot 2, as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT "D"

**RETAINED PROPERTY
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

Lot 1, Lot 3, and Lot 4, as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT “E”

RESTRICTED USES

1. Any use which is illegal, which constitutes a public or private nuisance, or any use which creates offensive odors, other than normal cooking odors, which are noticeable outside of the improvements.
2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance).
3. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage dumpsters or compactors which are located on the Property for business purposes).
4. Any central laundry, dry cleaning plant, or laundry facility, coin operated laundry, or laundromat.
5. Any automobile, boat, truck, trailer or R.V. sales, leasing, display or repair facility (other than a high-end car dealership or boat sales incident to other first-class business operations).
6. Any funeral parlor or mortuary.
7. Any adult bookstore or club featuring adult entertainment or other type “adult” establishment selling or exhibiting pornographic materials or paraphernalia for use with illicit drugs.
8. Any massage parlor not incident to a first-class full-service spa or hotel operation.
9. Any pawnshop, flea market, “second-hand”, “surplus”, “used clothing”, or “thrift” store or liquidation outlet, any tent sale, carnival, circus, amusement park, bingo parlor, or shooting gallery, or any off-track betting parlor or other gambling establishment; provided lottery sales departments incidental to the operation of a permitted use shall be permitted to the extent operated or authorized by the appropriate governmental authority.
10. Any assisted living facility or nursing home.
11. Any residential use, including, without limitation, single family homes, townhomes, or multi-family developments.

EXHIBIT "F"

INGRESS-EGRESS EASEMENT

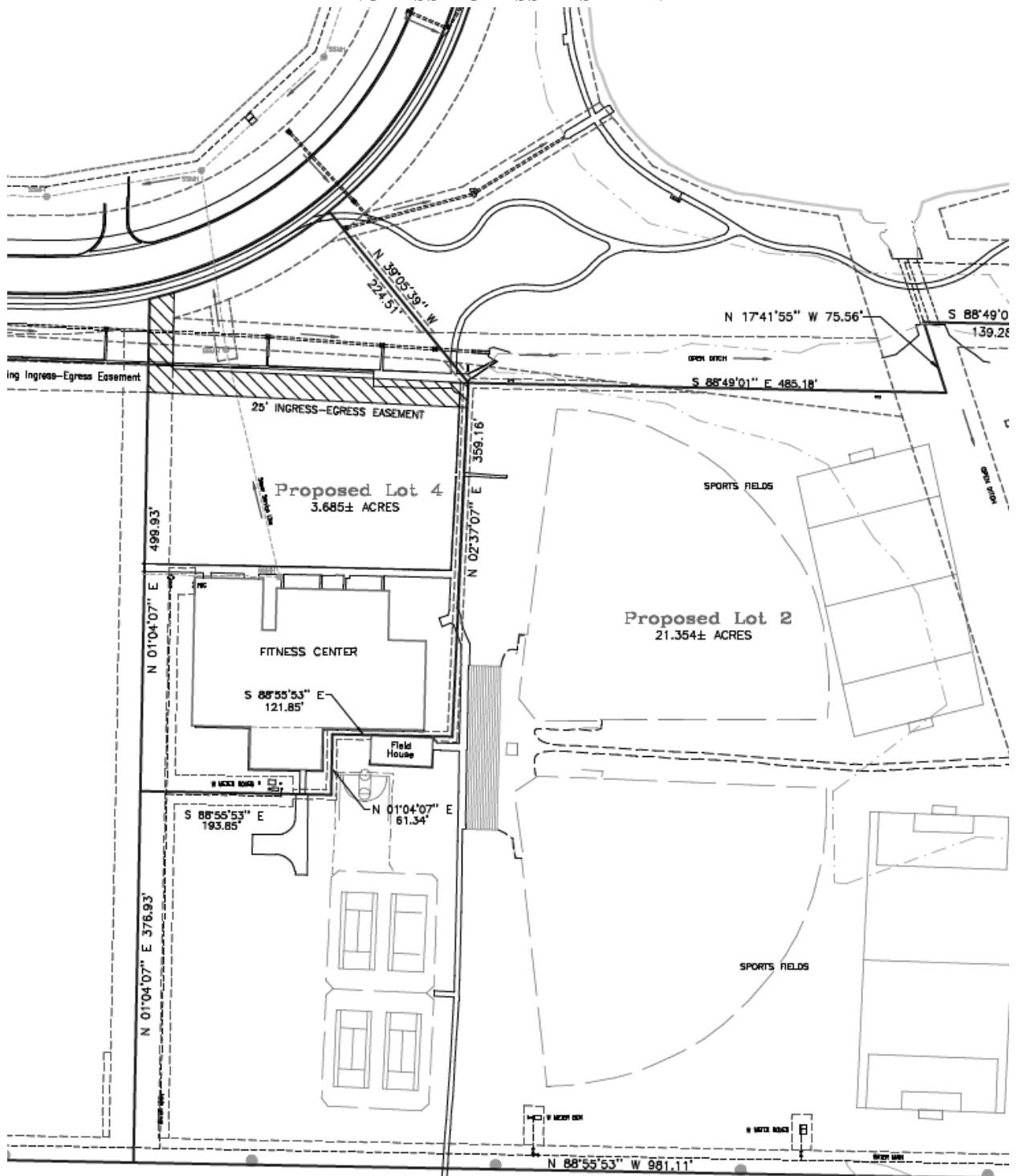


EXHIBIT "G"

23A

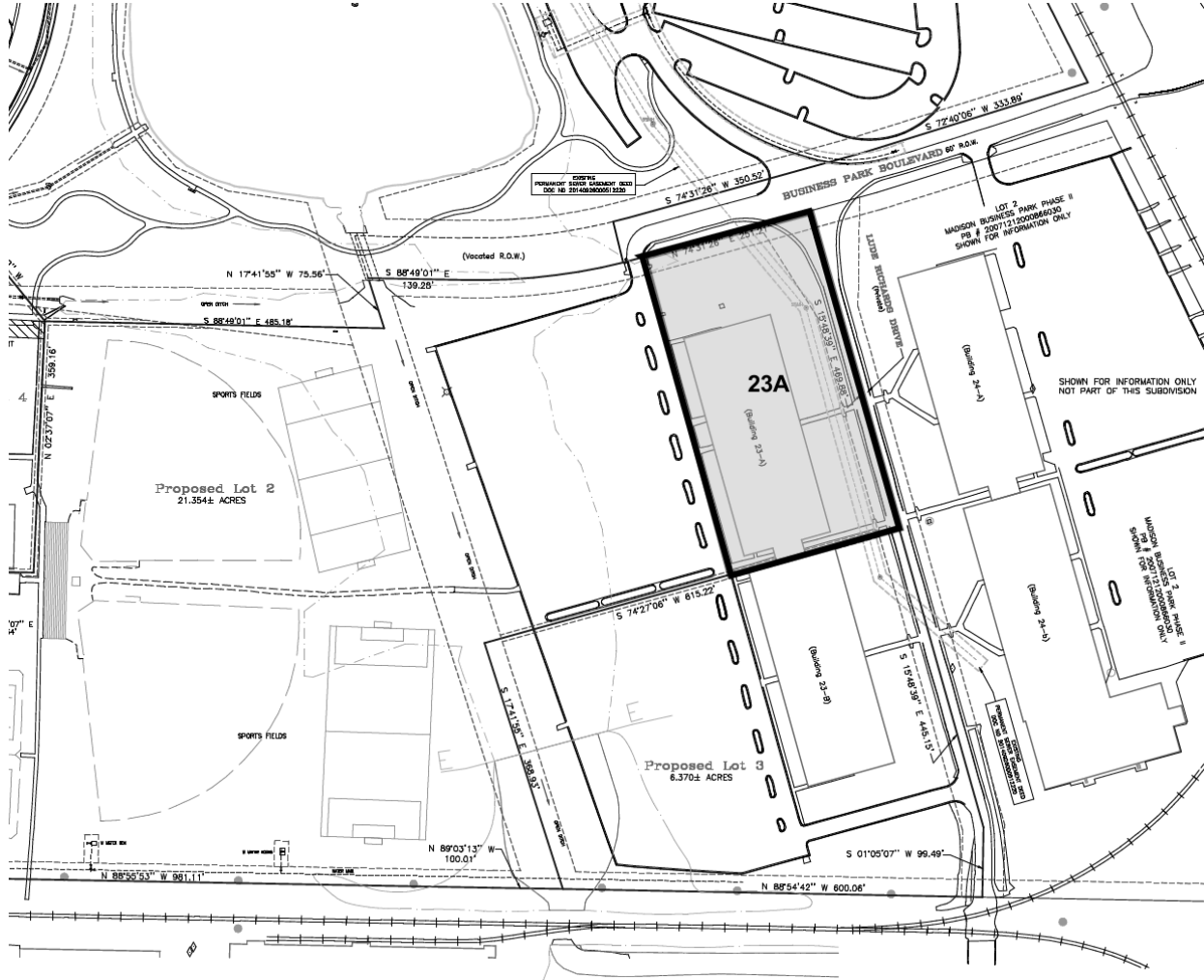


EXHIBIT "G-1"

23B

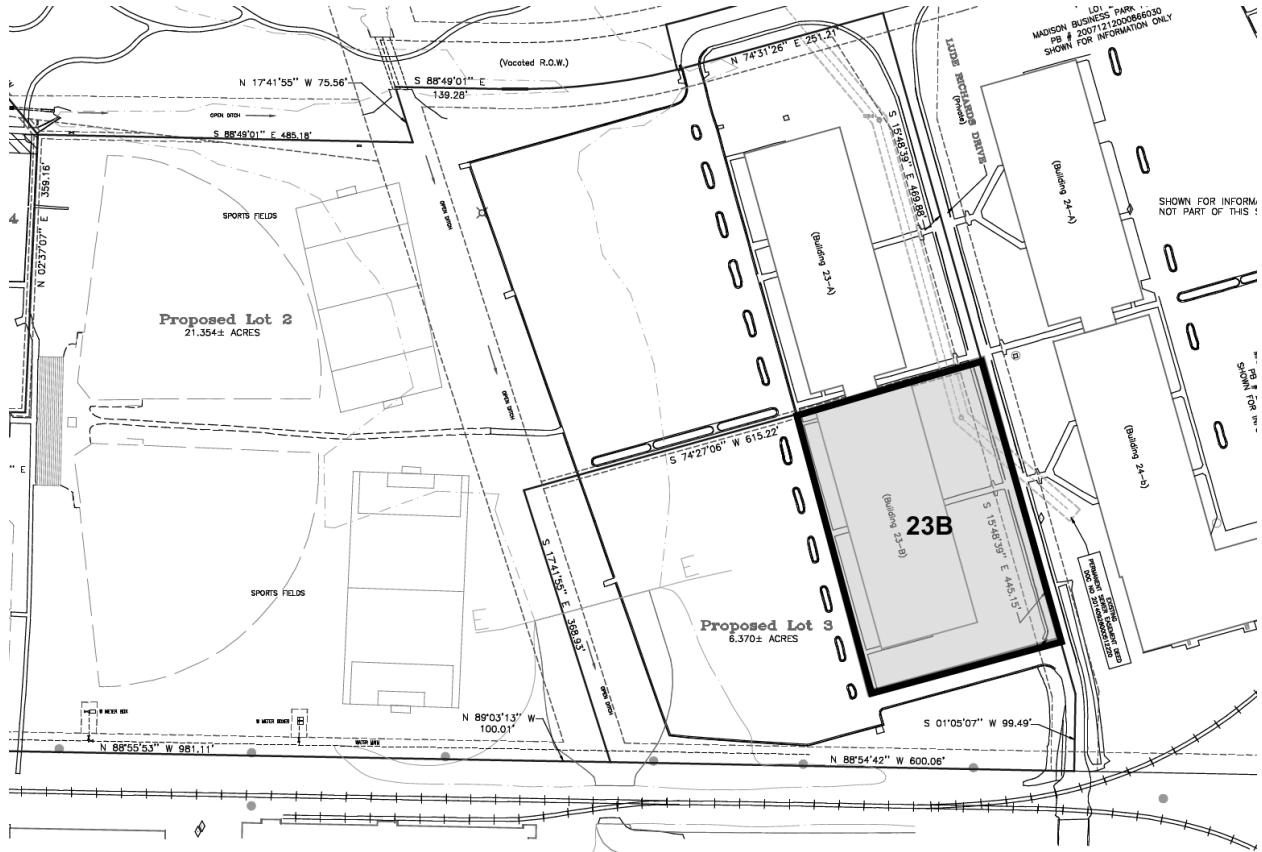


EXHIBIT "G-2"

WELLNESS CENTER

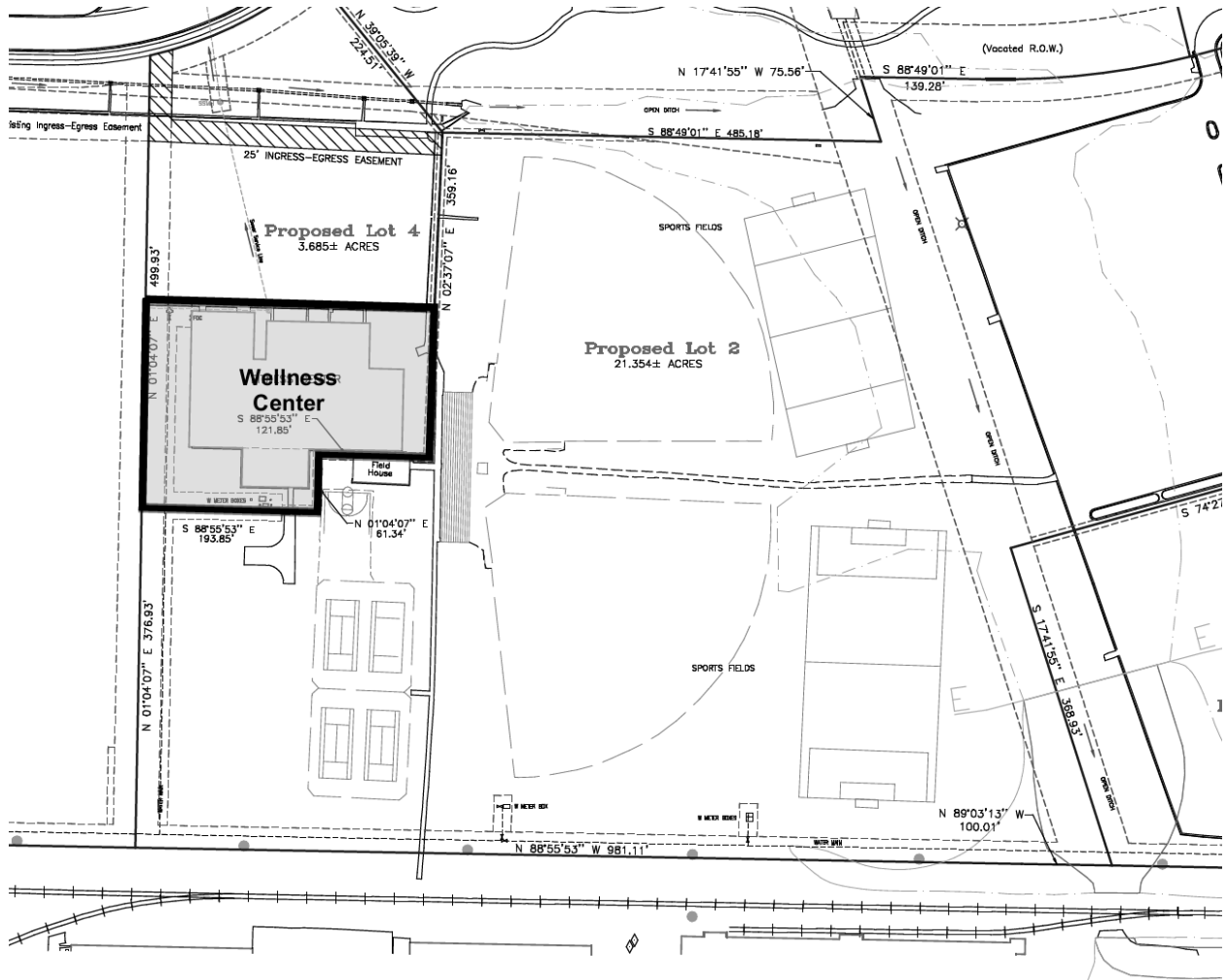


EXHIBIT "G-3"

BUILDING 18

