

STATE OF ALABAMA)

SHELBY COUNTY)

1060
A G R E E M E N T

This Agreement made this 21st day of February, 19 85, by and between Robert Riley and Robert A. Enoch (herein collectively referred to as "Bob") and Randall H. Goggans (herein referred to as "Randy").

WHEREAS, Bob owns the property described as the West 1/2 of the Northeast 1/4 in Section 22, Township 18 South, Range 1 West (herein "Bob's property"); and

WHEREAS, Randy owns the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 18 South, Range 1 West (herein "Randy's property"); and

WHEREAS, the parties have together filed a condemnation suit to gain access to their individual properties against Walter D. Dickson, which suit is pending in the Circuit Court of Shelby County, Alabama; and

WHEREAS, Bob has entered into a sales contract with Walter D. Dickson to purchase access across Dickson's property to Randy's property (attached hereto as Exhibit "A"); and

WHEREAS, Bob and Randy have entered into an agreement dated February 21st, 1985 in which Bob contracts to give Randy an easement over Parcel "D" in attached Exhibit "A" and Randy contracts to give Bob a 60' easement over Randy's property; and

WHEREAS, Bob and Randy are desirous of spelling out their individual obligations with regard to obtaining access to their properties.

*Randy Apple Gate Realty
2820 Columbiana Rd.
Bham. 35316*

BOOK 018 PAGE 775

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten Dollars (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Should Bob fail to close the contract with Dickson shown as Exhibit "A" hereto, and cannot or does not give Randy an easement across Parcel "D" in Exhibit "A" within one year from the date of this agreement; then Bob agrees to give Randy a 30' easement (attached hereto as Exhibit "C") across Bob's property for purposes of ingress and egress to Randy's property. It shall be Bob's obligation to secure the release of any encumbrance preventing the granting of any such easement (provided that Randy has fulfilled all of his obligations in Exhibit "B" hereto attached).

2. Should Bob give Randy an easement over Parcel "D" as shown in Exhibit "A" attached hereto within one year from date, this contract shall be void and not binding.

3. The obligations arising hereunto shall be binding on and run with the land owned by the parties hereto and binding on the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.


ROBERT RILEY


ROBERT A. ENOCH


RANDALL H. GOGGANS

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Exhibit "A"

STATE OF ALABAMA)

SHELBY COUNTY)

A G R E E M E N T

This Agreement made this 21st day of February, 19 85, by and between Robert Riley and Robert A. Enoch (herein collectively referred to as "Bob") and Randall H. Goggans (herein referred to as "Randy").

WHEREAS, Bob owns the property described as the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 22, Township 18 South, Range 1 West (herein "Bob's property"), which by title examination has been found to be landlocked; and

WHEREAS, Randy owns the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 18 South, Range 1 West (herein "Randy's property") which by title examination has been found to be landlocked; and

WHEREAS, the parties have together filed a condemnation suit to gain access to their individual properties against Walter D. Dickson, which suit is pending in the Circuit Court of Shelby County, Alabama; and

WHEREAS, Bob has entered into a sales contract with Walter D. Dickson to purchase access across Dickson's property to Randy's property (attached hereto as Exhibit "A"); and

WHEREAS, Bob and Randy are desirous of spelling out their individual obligations with regard to obtaining access to their properties.

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NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and Ten Dollars (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon closing with Dickson pursuant to the contract shown as Exhibit "A" hereto, Bob shall give to Randy an easement across Parcel D as shown and/or determined by Exhibit "A", which shall benefit and run with Randy's property and be a burden to Parcel D. Parcel D shall be used for no other purpose than that of a roadway. Said easement shall remain in effect until such time as Bob or his assigns dedicates, and Shelby County, Alabama accepts dedication, of Parcel D as a public road.

2. With regard to costs associated with the proposed road on Parcel D, the following shall apply:

a) Acquisition - Bob shall pay all costs to acquire the said Parcel D from Dickson pursuant to Bob's contract with Dickson (Exhibit "A") except as limited by 2(b) herein.

b) Engineering Costs up to Bob's Closing with Dickson - The engineering costs incurred for a registered land surveyor in order to comply with the provisions contained in Bob's contract with Dickson insofar as approval of the subdivision of Dickson's property is concerned, shall be split 5/6 to Bob and 1/6 to Randy.

c) As a condition of and as a part of the granting of the easements referred to in paragraph 1 above and paragraph 3 hereinafter, the parties agree that a road sufficient to be dedicated and accepted by Shelby County, Alabama shall be constructed according to the minimum standards required by Shelby County, Alabama across the entire length of the easements as defined in paragraph 1 above and paragraph 3 herein, said road being sufficient to service Bob's property as if it had been subdivided into five 40 acre parcels. The cost of construction and dedication of the said road shall be born as follows: 1/6 to Randy's property and 5/6 to Bob's property, except that any costs associated with obtaining an approved subdivision of Bob's property into 40 acre tracts shall be borne by Bob. The obligation to make such payments for the construction of said road shall run with Bob and Randy's land. The time of construction of said road shall be any

foot easement as shown in number 3 above, the following shall apply:

4. With regard to costs associated with proposed sixty (60)

said road.

such actions as may be necessary to accomplish the dedication of shall cooperate in such dedication and do such things and to take for use as a public road, Randy, his heirs, successors, or assigns way to Shelby County, Alabama or any other appropriate public authority foot strip traversing Randy's property dedicated as a public road- or his heirs, successors, or assigns desire to have said sixty (60) is dedicated to and accepted by Shelby County, Alabama. If Bob easements shall remain in effect until said sixty (60) foot strip of Randy's property which said sixty (60) foot strip splits, which across said sixty (60) foot strip to have access to any portions Randy only to use as a roadway. Randy shall reserve easements Randy's property. The sixty (60) foot strip shall be limited by running in an easterly direction along the South property line of (60) foot strip shall be approximately at the most direct route and continue to Bob's property line. The location of this sixty connect with Parcel D as the said Parcel D meets Randy's property foot strip of land across Randy's property, which strip shall

3. Randy shall grant to Bob an easement through a sixty (60)

time that the owner of either Bob's property or Randy's property desires said roadway to be constructed (herein the "instigating party") and such instigating party shall give the owner of the other property sixty (60) days notice of intent to construct said roadway, after which time construction can commence and the obligation of payment for such costs shall accrue on demand. Any and all obligations created under this agreement shall be binding on Randy and Bob and their respective heirs, successors and assigns, and shall run with the land.

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a) Release of Mortgage Encumbering Randy's Property - Randy, his heirs, successors or assigns, shall procure the release from any mortgage encumbering Randy's property, specifically the property which said sixty (60) foot easement traverses, to obtain such easement.

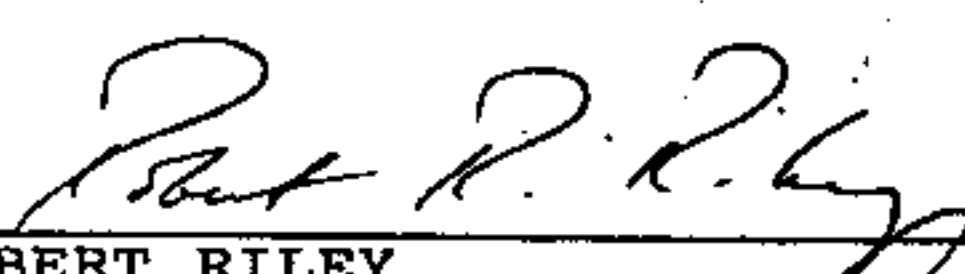
b) Engineering and Road Construction Costs Across Randy's Property - See paragraph 2(c) above.

5. Upon Bob's closing with Dickson as hereinbefore set out, and simultaneously with the performance of this agreement, Randy shall join in the dismissal with prejudice of the lawsuit entitled Goggans v. Dickson in the Circuit Court of Shelby County, Alabama and shall join in the dismissal and release of the Lis Pendens filed with said action.

6. The obligations arising hereunto shall be binding on and run with the land owned by the parties hereto and binding on the parties, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

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WITNESS


ROBERT RILEY

WITNESS


ROBERT A. ENOCH

WITNESS


RANDALL H. GOGGANS

STATE OF ALABAMA

SHELBY COUNTY

REAL ESTATE SALES CONTRACT

This contract, made this 31st day of January, 1985, by and between Robert Riley and Robert A. Enoch, (herein collectively referred to as the "purchaser") and Walter D. Dickson (herein referred to as the "seller").

In consideration of Three Thousand One Hundred Seventy Five Dollars (\$3,175.00) as earnest money which shall be a credit to a purchase price hereinafter determined, the receipt and sufficiency of which is hereby acknowledged by seller, the mutual covenants and promises contained herein, the parties agree as follows:

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1. Purchaser shall buy and seller shall sell, subject to easements and restrictions of record Parcels B, C, and D, and approximately shown on the attached Exhibit "A", which is incorporated by reference herein, said Parcels being located in Northeast 1/4 of the Southeast 1/4 of Section 21, and the Northwest 1/4 of the Southwest 1/4 of Section 22, all in Township 18 South, Range 1 West, Shelby County, Alabama.

2. Purchaser shall engage at purchaser's expense a consultant to determine the actual location of Parcel D, which Parcel the parties acknowledge is to be improved to be a roadway and is proposed to be dedicated to Shelby County, Alabama. The location of said Parcel D shall be dependent upon requirements for roads as imposed by Shelby County, Alabama, and taking into account the topography and other factors affecting the location of said Parcel D. Such consultant's location of Parcel D shall be subject to the approval of seller which approval shall not be unreasonable withheld. Upon the location of Parcel D as described above, Parcels B and C shall be defined. The location of the side lot lines of Parcels B and C shall remain approximately as shown on Exhibit "A".

3. Purchaser shall cause their consultant to provide a survey meeting the requirements of the Shelby County Planning and Zoning Commission, which survey shall show the number of acres contained in Parcels B, C, and D.

4. The purchase price shall be determined by said survey as follows:

a) Parcel B and C; Six Thousand Five Hundred Dollars (\$ 6,500.00) per acre.

b) Parcel D; Ten Thousand Dollars (\$10,000.00) per acre.

5. The terms shall be cash upon closing with appropriate credit for earnest money.

6. The closing shall be held on or before One Hundred and Twenty (120) days from the date of this contract subject to the extension provisions hereinafter set out in paragraph seven (7).

7. This contract is contingent upon the approval of this transaction by the Shelby County Planning and Zoning Commission. In the event said approval has not been obtained by the closing date as referred to in paragraph six (6) herein, the purchaser shall be entitled to extend this contract for additional thirty (30) day periods by payment to seller of One Thousand Fifty Eight and 25/100 Dollars (\$1,058.25) for each such thirty (30) day extension period. Such extension payments shall not be credited toward the purchase price of the property and shall be retained by the seller whether or not the sale of the property is closed.

8. At the closing, seller shall grant to purchaser easements over seller's property necessary to enable purchaser to construct a roadway along Parcel D, such easements including, but not limited to, slope easements, easements attendant to required drainage of the proposed roadway, and seller shall obtain the approval of seller's mortgagee for such easements. The location and extent of such easements shall be subject to the approval of seller, which approval shall not be unreasonably withheld.

9. At the closing, purchaser shall agree to relocate and replace as necessary all existing pasture fencing and gates that are dislocated by the construction of the roadway along Parcel D and agree to minimize the disruption of seller's pastures and woodlands that occur as a consequence of the said road construction. The purchaser shall further agree to preserve for the seller a minimum gateway site of Twenty (20) feet along the existing fence line situated parallel to the existing public roadway.

10. Prior to dedication of Parcel D to Shelby County, Alabama, seller shall have an easement and right-of-way across and along the entire length of Parcel D. Such easement and right-of-way shall run with the land and shall entitle the seller, his heirs, successors, and assigns at all times to use Parcel D as a road and thoroughfare without interruption for personal travel, for all business and commercial transportation, and to have uninterrupted access to and from Parcel D from Parcel A and from the balance of seller's property located southeast of Parcel D. Upon taking title to Parcel D, purchaser shall covenant, for purchaser and their heirs, successors, and assigns, to maintain Parcel D as a roadway at purchaser's expense, so long as the seller, his agents, invitees, heirs, successors, and assigns are not the primary cause of damage to the right-of-way, road surface, road subsurface or storm drainage structures so as to necessitate remedial repair or reconstruction. Such easements, right-of-way, and covenant shall expire upon dedication to and acceptance by Shelby County, Alabama of Parcel D for a public roadway.

11. The seller agrees to furnish the purchaser a standard form title insurance policy, issued by a company qualified to insure titles in Alabama, in the amount of purchase price, insuring the purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, the earnest money shall be refunded in full. Such title insurance policy shall be paid for by purchaser.

12. The seller agrees to convey said property to the purchaser by statutory warranty deed free of all encumbrances not herein excepted and seller and purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from the sales proceeds.

13. In the event purchaser fails to carry out the terms of this agreement, the earnest money shall be forfeited as liquidated damages. Said earnest money forfeiture shall not be construed as a penalty inasmuch as both parties recognize that computation of damages for purchaser's breach would be impossible to ascertain. Purchaser's remedy upon breach by seller of this contract shall be suit in the appropriate court for specific performance by seller of seller's obligations hereunder.

14. Seller to retain all mineral and mining rights to the property conveyed herein.

15. The taxes, as determined on the date of closing, shall be prorated as of the date of delivery of the deed. Seller warrants that there are no unpaid assessments on the property to be conveyed.

16. On the date of closing and simultaneous to the delivery of the deed, purchaser shall cause the dismissal with prejudice of the lawsuit styled Goggans v. Dickson in the Circuit Court of Shelby County, Alabama and shall cause the release of the Lis Pendens filed therewith and this contract is contingent upon such dismissal and release.

17. Each party shall pay their own attorney's fees.

18. This agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Mary Ann Enoch
Witness

Robert Riley
ROBERT RILEY, Purchaser

Mary Ann Enoch
Witness

Robert A. Enoch
ROBERT A. ENOCH, Purchaser

Mary Ann Enoch
Witness

Walter D. Dickson
WALTER D. DICKSON, Seller

NOTE:
THE PARCEL AREAS GIVEN ON
THIS DRAWING ARE SUBJECT
TO REVISION BASED ON THE
FINAL RECORD SURVEY.

NOTE:
ECONOMY 7005 SLOPE SURVEY
PAGES:

GLASSANS

PARCEL 'A' = 9.64 AC

PARCEL 'B' = 2.97 AC

B.W.M.B.

PARCEL 'C' = 9.67 AC

PARCEL 'D' = 4.02 AC

APPROXIMATE LOCATION

PARCEL 'E' =
APPROXIMATE LOCATION

NOTE:
THOSE LINES ARE OF APPROXIMATE
APPROXIMATE LOCATION AND PLACE
APPROXIMATE LOCATION IS APPROXIMATE.

DICKSON

RILEY



GRAPHIC SCALE IN FT.
1" = 200' 0" 400'

PRELIMINARY
#3592
ALTERNATE ROADWAY
1" = 200'
12.4.94
REVISED 3.4.65

BEAVERS

(S&T 21 T. 18 S. R. 1 W.)

21 22 23 24 25 26 27

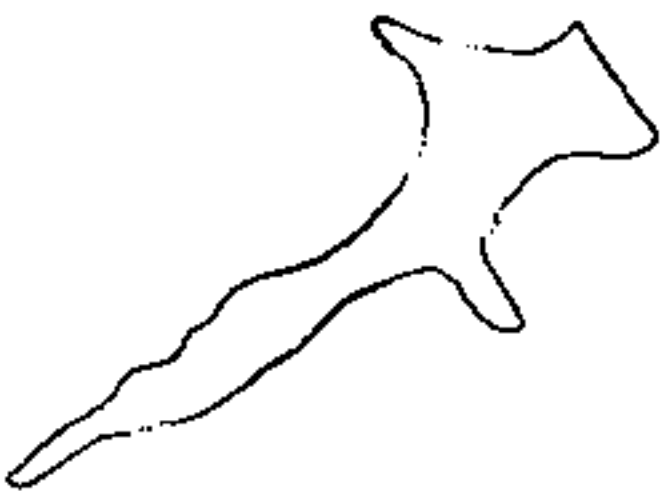


EXHIBIT "B"

Begin at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, Township 18 S, Range 1 W,

Thence proceed southerly along the eastern line of the western $\frac{1}{2}$, of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 1335 ft. \pm to the point of intersection of a curve having an internal angle of approximately 90° 00' and a radius of approximately 250.0 ft.,

Thence proceed in a westerly direction along a line running parallel to the southern line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 1320 ft. \pm to a point on the western line of the eastern $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W,

Thence proceed in a northerly direction along the western line of the western $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 15.0 ft \pm to the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W,

Thence proceed in a easterly direction along the southern line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 1305.0 ft \pm to the point of intersection of a curve having a internal angle of approximately 90° 00' and a radius of approximately 235.0 ft.,

Thence proceed in a northerly direction along a line parallel to the eastern line of the western $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 1320.0 ft \pm to a point on the northern line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W,

Thence proceed in an easterly direction along the northern line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, for a distance of 15.0 ft. to the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 22, T 18 S, R 1 W, and the point of beginning.

The location of the easement described above may be relocated at Bob's discretion based on an overall development plan.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 FEB 22 AM 11:53

Thomas H. [unclear]
Clerk of the Court

Rec. 30⁰⁰
Ind 1⁰⁰
31⁰⁰