

STATE OF ALABAMA)

SHELBY COUNTY)

**DEVELOPMENT AGREEMENT AND
EASEMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT AND EASEMENT AGREEMENT is made and entered into this 18th day of September, 1996 by and between GREY SHOAL, L.L.C., an Alabama limited liability company ("Grey Shoal"), TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company ("Taylor") and REGIONS BANK OF LOUISIANA - BIRMINGHAM, formerly known as Secor Bank, a federal savings bank ("Regions Bank").

RECITALS:

WHEREAS, Grey Shoal, Taylor and Regions Bank are owners of adjoining or neighboring parcels of real property in Shelby County, Alabama; and

WHEREAS, the Regions Bank parcel is situated in the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West in Shelby County, Alabama; and

WHEREAS, the Regions Bank parcel is the subject of certain site grading plans prepared by Sain Associates, Inc. which are dated July 9th, 1996 and described as Scheme A (the "Sain Plans"). The Sain Plans are incorporated herein by reference and made a part hereof; and

WHEREAS, based upon its review of the Sain Plans, H.N. Donahoo Contracting Co., Inc. ("Donahoo") has prepared budget estimates dated August 14, 1996 which set forth the estimated cost of the work on the Regions Bank parcel in accordance with the Sain Plans (the "Donahoo Budget"). The Donahoo Budget is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the parties desire to cooperate and coordinate with each other for the efficient development of their respective parcels and, in so doing, desire to share certain costs and expenses described in the Sain Plans and the Donahoo Budget.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties as set forth herein, Grey Shoal, Taylor and Regions Bank hereby agree as follows:

1. Regions Bank Site Development. Regions Bank shall contract with Donahoo to perform the site development work in accordance with the Sain Plans and the Donahoo Budget and Regions Bank shall pay Donahoo for such work in an amount not to exceed the amounts stated in the Donahoo Budget. Taylor hereby covenants and agrees to pay to Donahoo the excess, if any,

Inst # 1996-33722

over those amounts stated in the Donahoo Budget for the cost of the site development work in implementing the Sain Plans.

2. The Traffic Light. Pursuant to the August 5, 1996 letter to Grey Shoal from the City Engineer of The City of Hoover, Alabama ("Hoover"), Hoover is requiring a \$75,000.00 bond for a traffic light to be installed at the intersection of Highway 280 and Bowling Drive, which drive is adjacent to the Regions Bank parcel and the Grey Shoal parcel. Grey Shoal hereby covenants and agrees to pay for and furnish to Hoover such \$75,000.00 bond and keep such bond in force by payment of annual premiums for two years from the date of this Agreement. Upon expiration of the two year bond furnished to Hoover by Grey Shoal as described in this Section 2 and if the traffic light made the subject of such bond has not yet been installed, Regions Bank shall furnish to Hoover the bond for the traffic light in the amount and under the terms and conditions as may be required by the City Engineer for Hoover.

3. ADEM Stormwater Permit and Erosion Bond. Regions Bank hereby agrees to apply for and obtain an ADEM stormwater permit covering the Regions Bank parcel throughout the site development of the Regions Bank parcel in accordance with the Sain Plans and the Donahoo Budget, which site development work is estimated to be completed within eighteen months. The cost of such stormwater permit will be equally shared by Grey Shoal and Taylor. Furthermore, Regions Bank shall pay for the cost of an erosion control bond for its parcel in the estimated amount of \$21,000.00 as may be required by Hoover.

4. Bowling Drive Easement. Regions Bank does hereby grant, bargain, sell and convey unto Grey Shoal a free, uninterrupted and unobstructed easement ("Easement") for a right-of-way located within the boundaries of the Regions Bank parcel for the purposes of construction and maintenance of a road, street or thoroughfare, and for the construction, installation and maintenance of water and sewage mains and other utility lines, said Easement being more particularly described as follows, to wit:

Begin at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 1 West; thence West along the South line of said 1/4-1/4 section a distance of 651.31 feet to the easterly right-of-way of US Highway 280; thence an angle right 89 degrees 40 minutes 55 seconds a distance of 30.0 feet; thence an angle right 90 degrees 19 minutes 05 seconds a distance of 651.73 feet to the East line of said 1/4-1/4 section; thence an angle right 90 degrees 29 minutes 10 seconds along the East line of said 1/4-1/4 section a distance of 30.0 feet to the Point of Beginning.

Together with all rights and privileges necessary or convenient for the full enjoyment or use of the Easement. The Easement is adjacent to and along an existing thirty foot (30') right of way known as Bowling Drive which, together with the Easement, will become a sixty foot (60') right of way as shown on Scheme A attached hereto and made a part hereof. The Easement is conditioned upon and subject to the following:

(A) Grey Shoal hereby agrees to construct the roadway within the Easement in accordance with the applicable specifications and requirements for dedicated roads of the appropriate governing authority, whether municipal or county; and

(B) Grey Shoal hereby agrees to construct the roadway within the Easement granted hereby on or before two years from the effective date hereof. In the event the roadway is completed within two years from the effective date hereof, the Easement shall become a permanent and perpetual easement for the benefit of Grey Shoal and its successors and assigns. In the event the roadway is not completed within two years from the effective date hereof, the Easement shall terminate and all right, title and interest thereto shall revert to Regions Bank or its successors and assigns.

5. Signage Easement. Regions Bank does hereby grant to Grey Shoal a permanent and perpetual easement appurtenant over, across, through and upon a strip of land ten (10) feet in width lying parallel to and running along the northern boundary of the 60' Easement granted hereinabove for the purpose of constructing, maintaining, repairing, replacing and using a monument sign identifying Grey Shoal's business to be conducted from time to time on the Grey Shoal parcel, which sign is to be near or adjacent to U.S. Highway 280 on Regions Bank parcel (at a location near the intersection of Bowling Drive, as improved pursuant to Section 4 above, and U.S. Highway 280). The exact location, design and appearance of such sign shall be subject to the written consent of Regions Bank, which consent shall not be unreasonably withheld. In the event Regions Bank undergoes development of the Regions Bank parcel and such development would necessitate the relocation of Grey Shoal's sign, Regions Bank may require the relocation of the sign subject to the mutual agreement of Regions Bank and Grey Shoal as to the relocation site, which approval shall not be unreasonably withheld by either party. Unless otherwise agreed to by Regions Bank, the cost of relocating the sign shall be paid by Grey Shoal.

6. Miscellaneous.

(a) Waiver and Extensions. Any party may extend the time for or waive the performance of any of the obligations of the other parties or waive compliance by the others with any of the covenants or conditions contained in this Agreement. Any such extension or waiver shall be in writing and signed by all parties hereto.

(b) Amendment. This Agreement may be amended or modified at any time and in all respects by an instrument in writing executed by all parties.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(d) Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

(e) Assignment. No assignment of any rights or delegation of any obligations provided for in this Agreement shall be made by any party without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

(f) Governing Law. It is the intention of the parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

(g) Construction. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(h) Attorney's Fees. In the event of any litigation arising out of this Agreement, the court may award to the prevailing party all reasonable costs and expenses, including attorneys fees.

(i) Entire Agreement. This Agreement evidences the entire agreement between the parties and no representation, understanding or agreement had between the parties, except as set forth herein, shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

GREY SHOAL, L.L.C., an Alabama limited liability company

By: Michael W. Shannon

Its Member

TAYLOR PROPERTIES, L.L.C., an Alabama limited liability company

By: Michael D. Fuller
Michael D. Fuller
Its Manager

REGIONS BANK OF LOUISIANA-
BIRMINGHAM, formerly known as Secor Bank, a
Federal Savings Bank

STANLEY E. WEIR

By:

Its SENIOR VICE PRESIDENT

STATE OF ALABAMA)

Lee
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael V. Shannon, whose name as Member of Grey Shoal, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 25th day of September, 1996.

Kiri H. Walker
Notary Public

[SEAL]

My commission expires:

4-28-99

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael D. Fuller, whose name as Manager of Taylor Properties, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal, this 25 day of September, 1996.


Notary Public

[SEAL]

My commission expires:

7/26/97

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that STANLEY E. WEIR, whose name as SENIOR VICE PRESIDENT of Regions Bank of Louisiana-Birmingham, formerly known as Secor Bank, a federal savings bank, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal, this 18th day of September, 1996.


Notary Public

[SEAL]

My commission expires:

03-27-00

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