

This instrument was prepared by:

Walter H. Monroe, III  
2100A Southbridge Parkway  
Suite 335  
Birmingham, AL 35209

### EASEMENT AGREEMENT

STATE OF ALABAMA )

SHELBY COUNTY )

THIS EASEMENT AGREEMENT, entered into on the 4th day of December, 1997, by and between the City of Pelham, Alabama, a municipal corporation, hereinafter referred to as (the "City"), and Sherman International Corp., an Alabama corporation, hereinafter referred to as ("Sherman"),

### WITNESSETH

WHEREAS, the City is the owner of certain property (herein the "City Property") located in Shelby County, Alabama, more particularly described as follows:

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4, both in Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the southeast 1/4 of said Section; thence in a Northerly direction, along the West line of said 1/4-1/4 Section, a distance of 536.56 feet to a point on the Northwest Right of Way line of Parker Drive (extended); thence 41 degrees 28 minutes 50 seconds right, in a Northeasterly direction along said Right of Way Line, a distance of 870.82 feet to a point on the southwest Right of Way Line of Seaboard Coast Line Railroad; thence 90 degrees left, in a Northwesterly direction along said Right of Way Line, a distance of 106.0 feet to the beginning of a curve to the left, said curve having a radius of 2774.63 feet and a central angle of 4 degrees 12 minutes; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 203.39 feet to end of said curve; thence continue in a Northwesterly direction, along said Right of Way Line, a distance of 381.84 feet; thence 85 degrees 48 minutes left, in a Southwesterly direction along the Northwest property line of Weyerhaeuser Company (extended), a distance of 624.42 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 110.0 feet to the POINT OF BEGINNING; then 90 degrees left, in a Southwesterly direction, a distance of 410 feet, more or less, to the centerline of Buck Creek; thence in a Northwesterly direction, along the centerline of said Buck Creek, a distance of 1125 feet, more or less, to the intersection of said centerline and the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 14; thence in a Northerly direction, along said West line, a distance of 162 feet, more or less, to the intersection of said West line and the South Right of Way Line of said Seaboard Coast Line Railroad; thence in a Southeasterly direction, along said Right of Way Line, a distance of 1182 feet,

more or less; thence in a Southwesterly direction, 250.0 feet Northwest of and parallel to the Northwest property line of Weyerhaeuser Company, a distance of 593 feet, more or less; thence 90 degrees left, in a Southeasterly direction, a distance of 140.0 feet to the Point of Beginning;  
and

WHEREAS, the parties are desirous of creating a 25-foot Ingress/Egress Easement and a 20-foot Limited Access Easement across the above described City Property;

NOW THEREFORE, in consideration of ONE AND NO/100 (\$1.00) DOLLAR in hand paid by Sherman to the City, the receipt and sufficiency of which is hereby acknowledged, the City and Sherman hereby agree as follows:

1. The City hereby grants, bargains, sells and conveys to Sherman the following easements:
  - a). A 25' Wide Ingress/Egress Easement located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the SW Corner of the NW 1/4 of the SE 1/4 of said Section 14; thence N 14deg-34'35" E along the west line of said 1/4-1/4 section a distance of 536.56' (deed) to a point on the northwesterly R.O.W. margin of Parker Drive; thence N 56deg-03'25" E along and with said R.O.W. margin a distance of 210.82' (deed) to a point on the northeasterly R.O.W. margin of Stuart Lane; thence N 33deg-56'35" W along and with said R.O.W. margin a distance of 940.0' (deed); thence N 56deg-03'25" E a distance of 235.30'; thence N 33deg-50'57" W a distance of 36.77' to the POINT OF BEGINNING; thence continue along last described course a distance of 25.00'; thence S 56deg-03'25" W a distance of 196.70' to the beginning of a curve to the right having a radius of 50.00', a central angle of 95deg-25'05" and a chord which bears N 76deg-14'03" W a distance of 73.97'; thence along the arc of said curve and said easement a distance of 83.27' to end of said curve; thence S 6deg-28'30" W a distance of 25.00'; thence S 28deg-31'30" E a distance of 69.30'; thence S 33deg-56'35" E a distance of 49.86'; thence N 56deg-03'25" E a distance of 26.78' to the beginning of a curve to the right having a radius of 50.00', a central angle of 74deg-39'03" and subtended by a chord which bears N 18deg-43'53" E a distance of 60.63'; thence along the arc of said curve and said easement a distance of 65.15' to the end of said curve; thence N 56deg-03'25" E a distance of 202.86' to the POINT OF BEGINNING.

AND

- b). A 20' Wide Limited Access Easement located in the SE 1/4 of the NW 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama being

more particularly described as follows:

Commence at the SW Corner of the NW 1/4 of the SE 1/4 of said Section 14; thence N 14deg-34'35" E along the west line of said 1/4-1/4 section a distance of 536.56' (deed) to a point on the northwesterly R.O.W. margin of Parker Drive; thence N 56deg-03'25" E along and with said R.O.W. margin a distance of 210.82' (deed) to a point on the northeasterly R.O.W. margin of Stuart Lane; thence N 33deg-56'35" W along and with said R.O.W. margin a distance of 940.0' (deed); thence S 56deg-03'25" W a distance of 30.00'; thence N 33deg-56'35" W a distance of 49.27'; thence N 28deg-31'30" W a distance of 68.71' to the centerline of said 20' easement and the POINT OF BEGINNING; thence continue along last described course and said centerline a distance of 38.53'; thence N 33deg-22'09" W along said centerline a distance of 87.78'; thence N 36deg-50'03" W along said centerline a distance of 63.13'; thence N 29deg-46'21" W along said centerline a distance of 98.11'; thence N 31deg-56'50" W along said centerline a distance of 173.55' to the beginning of a curve to the right having a radius of 110.00', a central angle of 85deg-51'08" and subtended by a curve which bears N 10deg-58'44" E a distance of 149.83'; thence along the arc of said curve and said centerline a distance of 164.82' to the end of said curve; thence N 53deg-54'18" E along said centerline a distance of 74.78' to the end of said centerline and said easement.

2. The easements herein granted shall be deemed appurtenant to and to run with the City Property and the respective heirs, successors, assigns and successors in title to all or part of the City Property and the tenants, lessees, agents, employees, guests and invitees of the City and their successors in title and guests and invitees of tenants and lessees residing on said City Property shall all be bound by such easements.

TO HAVE AND TO HOLD unto Sherman said easements and appurtenances thereto belonging and every part thereof and to its heirs, successors, assigns and successors in title and the tenants, lessees, agents, employees, guests and invitees and their successors in title and guest and invitees of tenants and lessees residing thereon.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this instrument is executed on the day and year first above written.

ATTEST:

Peggy Bates  
Peggy Bates  
City Clerk  
City of Pelham, Alabama

CITY OF PELHAM, ALABAMA,  
A MUNICIPAL CORPORATION

By: Bobby Hayes  
Bobby Hayes, its Mayor

ATTEST:

Danny Rodger

SHERMAN INTERNATIONAL CORP.,  
AN ALABAMA CORPORATION

By: Frank Y. Anderson IV  
Its: President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby Hayes, whose name as Mayor of the City of Pelham, Alabama, a municipal corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 4th day of December, 1997.

Dexter H. Bragan  
NOTARY PUBLIC

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Y. Anderson, IV whose name as President of Sherman International Corp., an Alabama Corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12 day of December, 1997.

Shelby J. Hembree  
Inst # 1997-40704 NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 2, 2001

12/15/1997-40704  
11:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 16.50

Inst # 1997-40704