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## EASEMENT AGREEMENT

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This Easement Agreement ("Agreement") is made October 19, 2000 by **D&G31, LLC**, an Alabama Limited Liability Company ("D&G31") and **AAPELHAM, LLC**, an Alabama Limited Liability Company ("AAPelham").

WHEREAS, contemporaneously herewith, AAPelham is acquiring that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "AAPelham"); and

WHEREAS, D&G31 is the owner of that certain real property (the "Easement") located in Shelby County, Alabama, and which is in part adjacent to the AAPelham Property and is described on Exhibit "B" attached hereto and incorporated herein by this reference (the "D&G31") all of which is part of the property depicted on Exhibit "C"; and

WHEREAS, the parties desire to enter into this Agreement to enable vehicular traffic access across the D&G31 Property.

NOW, THEREFORE, in consideration of the premises, \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **GRANT OF EASEMENT.** D&G31 hereby establishes and creates a reciprocal and non-exclusive easement and right-of-way on the property described in Exhibit "B" for the purpose of vehicular traffic to service and benefit the AAPelham Property. This easement shall exist for the mutual, non-exclusive benefit of AAPelham and D&G31, their respective successors and assigns, and their respective customers, tenants, licensees, invitees and employees.

2. **CONSTRUCTION OF EASEMENT.** D&G31 hereby grants to AAPelham the right of access on D&G31's property for the purposes of construction of the easement.

3. **NO BARRIERS.** No barriers, fences or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic over the easement or in any manner restrict or interfere with the use and enjoyment of the rights and easements as established in Paragraphs 1 above. Both parties agree that the easement will not be used for parking.

4. **BINDING EFFECT.** The easement hereby established shall run with the land and shall be binding upon and inure to the benefit of all assignees, transferees, assigns and successors of the partirs hereto.

5. **PRIVATE EASEMENT.** The easements, rights and covenants established, created and granted in this agreement are for the benefit of the parties hereto, and their successors and assigns, and shall be construed only as creating a private right in such persons, and not creating any rights in the public, or any other person, firm or corporation.

6. **USE IN REASONABLE MANNER.** The parties hereto agree that the easement rights created pursuant to this agreement will be exercised in a reasonable manner which is calculated to minimize any interference with the use of any party of such party's property.

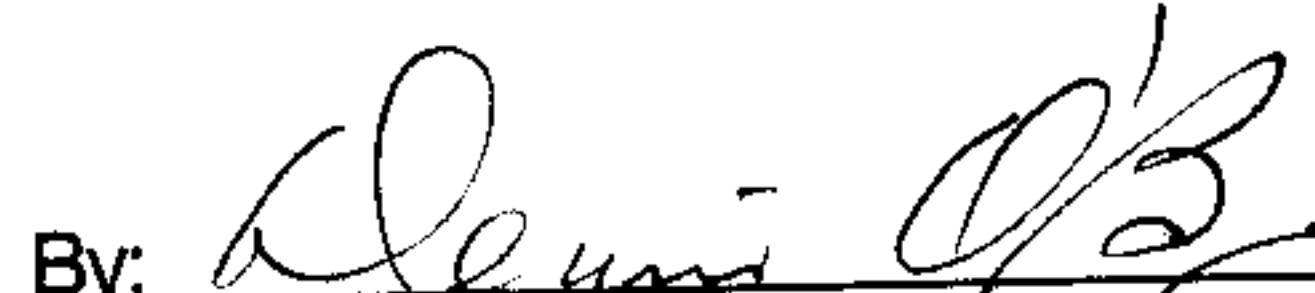
This instrument shall be governed by and construed in accordance with the laws of the State of Alabama. This instrument may not be modified except by a writing executed by the parties hereto and recorded in the Probate Office of Shelby County, Alabama. This Agreement is not intended, and shall not be construed, to dedicate any easements to the general public or to grant to the general public any rights whatsoever. If any term, covenant or restriction established by this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

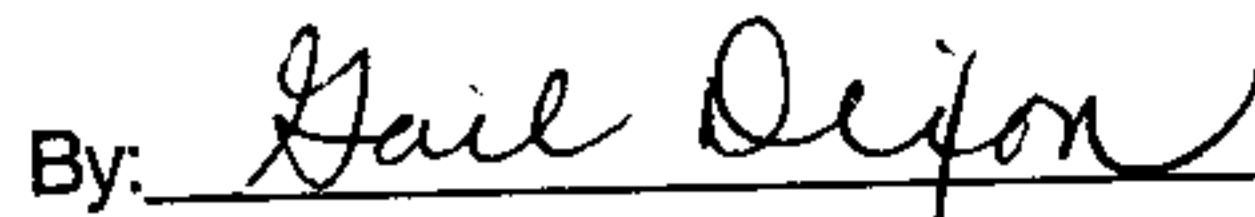
IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

## SIGNATURE PAGE TO EASEMENT AGREEMENT

**D&G31, LLC**, an Alabama Limited Liability Company

By:  [SEAL]  
Dennis O'Brien  
Its Member

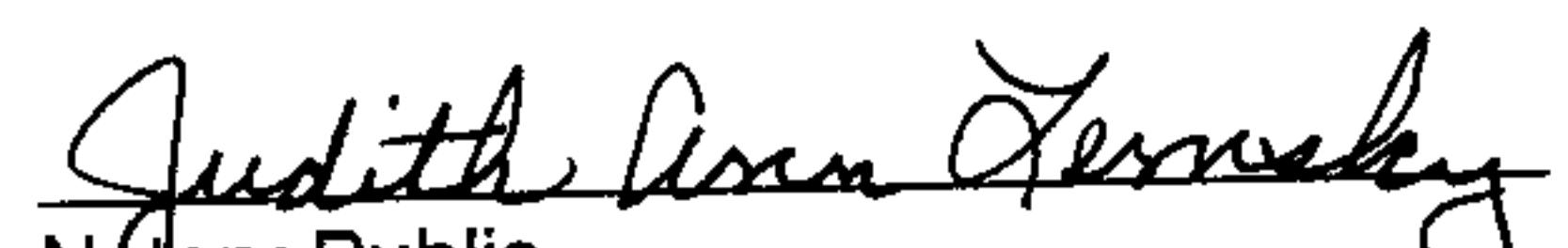
By:  [SEAL]  
Gail Dixon  
Its Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dennis O'Brien and Gail Dixon, whose names as Members of **D&G31, LLC**, an Alabama Limited Liability Company, are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of such agreement, they, as such Members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this 19<sup>th</sup> day of October, 2000.

[NOTARIAL SEAL]

  
Judith Ann Terschak  
Notary Public  
My Commission Expires: 1-11-03

# **SIGNATURE PAGE TO EASEMENT AGREEMENT**

# **AA PELHAM, LLC, an Alabama Limited Liability Company**

By: BODNAR INVESTMENT GROUP,  
INC., an Alabama Corporation, Its  
Manager

By:  [SEAL]  
John Michael Bodnar  
Its Vice President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that John Michael Bodnar, whose name as Vice President of Bodnar Investment Group, Inc., an Alabama Corporation, the Manager of **AA PELHAM, LLC**, 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 officer and with full authority, executed the same for and as the act of said corporation in its capacity as the Manager of said limited liability company.

Given under my hand and official seal this 29<sup>th</sup> day of ~~November~~, 2000.

~~Notary Public - Claude M. Moncus  
My Commission Expires: 12/28/03~~

[NOTARIAL SEAL]

EXHIBIT "A"

OCTOBER 2, 2000

STATE OF ALABAMA  
SHELBY COUNTY

I, Robert C. Farmer, a Professional Land Surveyor, registered in the State of Alabama, do hereby certify that this is a true and correct plat or map of a parcel of land located in the SW1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the northwest corner of Lot 1, Pelham Parkway Commercial Subdivision, as recorded in map book 26, page 116, in the Office of the Judge of Probate, Shelby County, Alabama; said point being the POINT OF BEGINNING; thence South 81 degrees 40 minutes 33 seconds East, along the north line of said Lot 1, a distance of 299.68' to a point lying on the westerly Right of Way Line of U.S. Highway #31 (200' ROW); thence North 08 degrees 19 minutes 27 seconds East, along said ROW line, a distance of 127.50'; thence leaving said ROW line, North 81 degrees 40 minutes 33 seconds West, a distance of 323.78 to a point lying on the easterly Right of Way Line of a 100' wide CSX Railroad ROW; thence South 02 degrees 22 minutes 44 seconds East, along said RR ROW Line, a distance of 129.76' to the POINT OF BEGINNING.

Containing 0.91 acres, more or less.

Note: Consulted F.I.R.M. Community Panel # 010193 0004B, effective date, June 15, 1981, and found that subject property does not lie in a special flood hazard area.

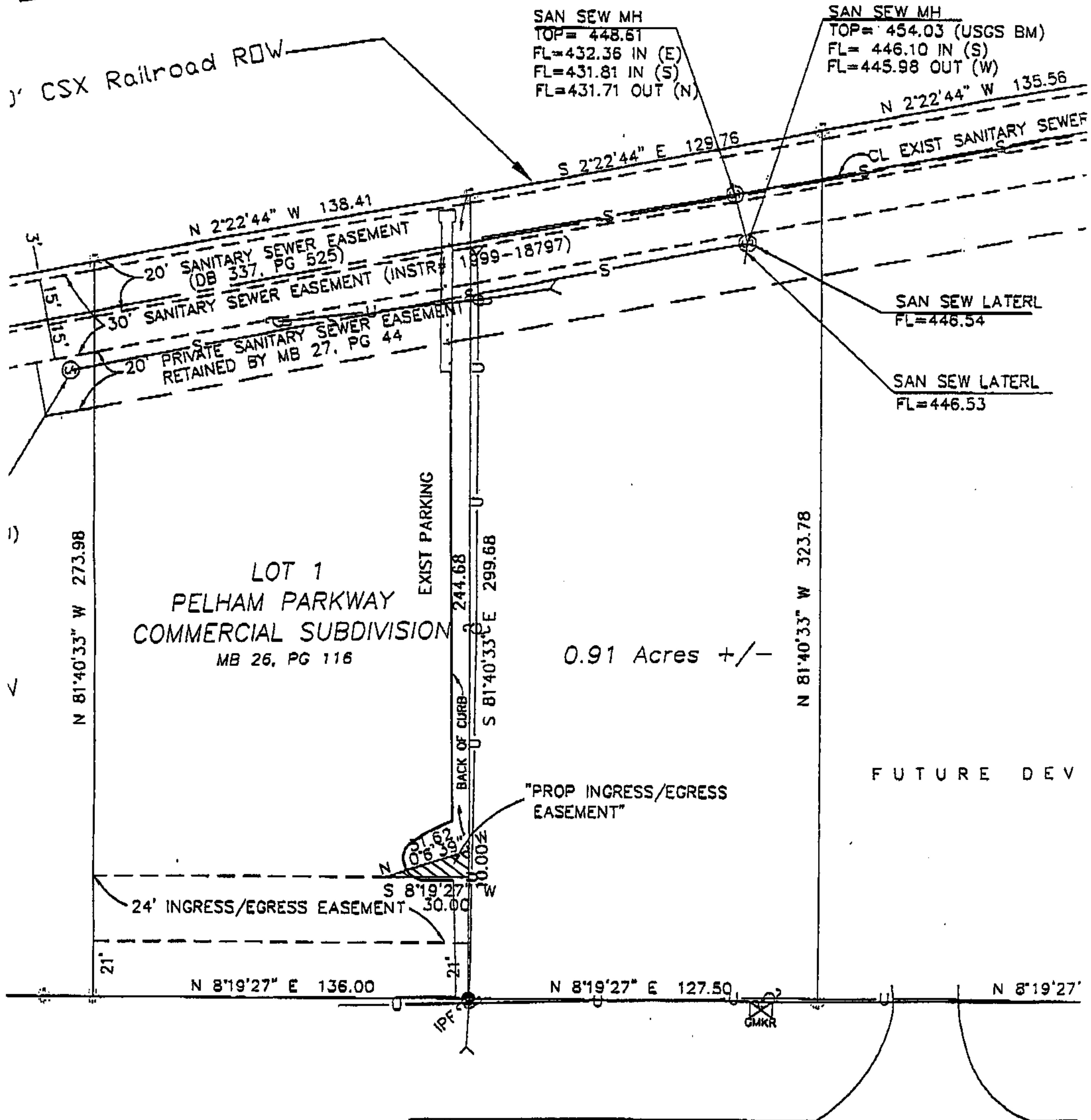
**EXHIBIT "B"**

STATE OF ALABAMA  
SHELBY COUNTY

**INGRESS/EGRESS EASEMENT:**

An Ingress/Egress Easement located on part of Lot 1, Pelham Parkway Commercial Subdivision as recorded in Map Book 26, Page 116, in the Office of the Judge of Probate, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of the NW1/4 of the SW1/4 of Section 24, Township 20 South, Range 3 West; thence North 89 degrees 50 minutes 27 seconds East, a distance of 191.81'; thence South 02 degrees 25 minutes 47 seconds East, along the easterly line of a 100' CSX Railroad ROW, a distance of 331.34'; thence South 02 degrees 22 minutes 44 seconds East, along said ROW line, a distance of 265.32' to the northwest corner of said Lot 1; thence South 81 degrees 40 minutes 33 seconds East, along the north line of said Lot 1, a distance of 244.68' to the POINT OF BEGINNING; thence continue along said line, a distance of 10.00' to a point lying on the westerly line of a 24' Ingress/Egress Easement as recorded in said Pelham Parkway Commercial Subdivision; thence South 08 degrees 19 minutes 27 seconds West, along said easement line, a distance of 30.00'; thence North 10 degrees 06 minutes 39 seconds West, a distance of 31.62' to the POINT OF BEGINNING. Containing 150 square feet, more or less.



U.S. HIGHWAY #31

12704/2000-41626

03:16 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 MEL

32.50

(200' R.O.W.)