

STATE OF ALABAMA)
SHELBY COUNTY)

AGREEMENT FOR EASEMENT

PARTIES AND PROPERTIES

This agreement effective as of the 21 day of May, 2001, by and between I-65 Investment Properties, a general partnership, I-65 Properties South, a general partnership, and Nottingham, LLC.

RECITALS

The parties to this agreement (sometimes hereinafter referred to as Grantors) are owners of parcels of property located in Shelby County, Alabama. *See legal of easement over I-65 property attached as Exhibit A.* Said parties wish to establish an easement for ingress and egress over and across their respective properties and to provide for the installation of utilities across certain parts of their property for the benefit of themselves and their respective heirs, executors, administrators, successors and assigns as a private road or right-of-way across said land until such time as said road or right-of-way is taken over by a municipality or county in the establishment of a public right-of-way and for the purpose of providing an easement for public or private utilities.

AGREEMENT AND DESCRIPTION OF EASEMENT

The parties, therefore, agree as follows:

The parties hereto, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of them, do hereby grant, bargain, sell, and convey to Nottingham, LLC an easement for ingress and egress over and across that certain portion of I-65 property described in Exhibit A located in Shelby County, Alabama.

PURPOSE OF EASEMENT

The right-of-way, easement, and rights of privilege herein granted shall be used for the purpose of grading, leveling, filling, draining, paving, maintaining, and repairing, a road together with such bridges, culverts, ramps and cuts as may be necessary and, further, for the installation, repair, maintenance, alteration, and operation of storm drains, water mains, placement of utilities, pipes, pipelines, wiring, cables, and such other necessary utilities on, over, across the property embraced within the right-of-way described above.

AGREEMENT FOR PROPOSED CONSTRUCTION OF ROAD SECTION ONE

The easement described in this instrument is to be perpetual and shall run with the land, and shall be for the benefit and use of all the parties to this agreement, their respective heirs, executors, administrators, successors and assigns. It is further expressly understood that I-65 does not agree to share the cost and expense of such road. I-65, or its assigns, shall have the right to access its contiguous properties from such easement but in doing so shall not cause any undue damage to the easement.

SECTION TWO WARRANTIES

The above easement property does not constitute any part of any of the parties' homestead.

The parties do, for themselves and for their respective heirs, executors, administrators, successors and assigns, covenant with each other and their respective heirs, executors, administrators, successors and assigns, that I-65 solely owns the property upon which the easement is granted and has a good right to grant such easement as aforesaid.

SECTION THREE NOTICES

Any notice or report required under this agreement shall be sent to the parties at the addresses respectively indicated in this agreement, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by certified mail, properly addressed and postage prepaid, unless waived in writing by any one or more of the parties affected.

I-65 Investment Properties
c/o James E. Roberts
P.O. Box 370004
Birmingham, AL 35237

Nottingham, LLC
c/o Del Clayton
P.O. Box 602
Helena, AL 35080

SECTION FOUR GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

**SECTION FIVE
DEDICATION AND EASEMENT ASSIGNMENT**

In addition to the other rights granted herein, Nottingham, LLC shall expressly have the right to dedicate so much of the easement granted herein as is necessary to any appropriate governmental authority as a public roadway, together with any other rights required by any such authority in conjunction with such dedication. Nottingham, LLC, its successors and assigns shall also have the right to grant all necessary easements to any entity providing utility services so that the real property of Nottingham, LLC which is accessed by the easement granted herein will have the benefit of all such utility services, said services to include, but not be limited to; electrical power, telephone, natural gas, cable television, garbage collection and sanitary sewer. Grantors shall bear no costs or assume any liability for providing such utility services.

**SECTION SIX
ENTIRE AGREEMENT**

This agreement shall constitute the entire agreement between the parties and shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

**SECTION SEVEN
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by any party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION EIGHT
NO WAIVER**

The failure of each party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, each of the parties hereto have executed this agreement as of the date above written.



I-65 Investment Properties, a general partnership, by James E. Roberts, Managing Partner

P.O. Box 370004

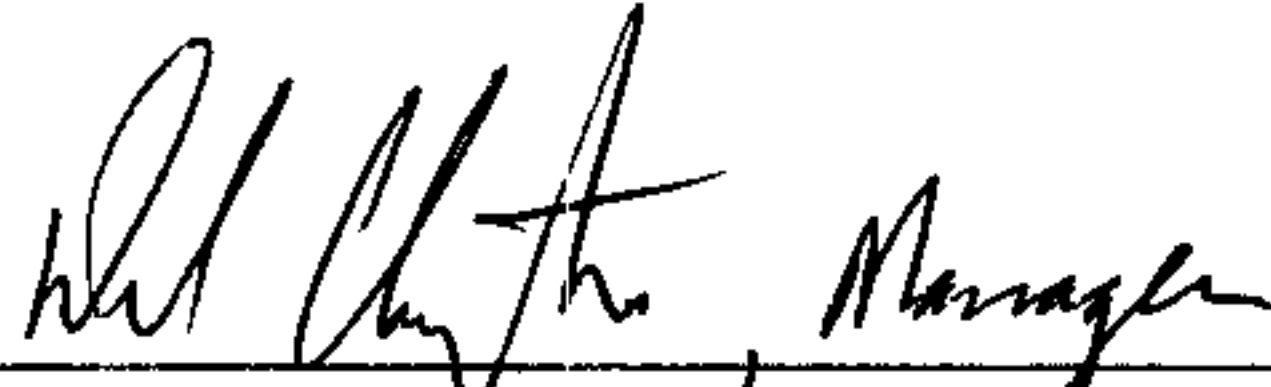
Birmingham, Alabama 35237



I-65 Properties South, a general partnership, by James E. Roberts, Managing Partner

P.O. Box 370004

Birmingham, Alabama 35237



Nottingham, LLC, by Del Clayton, its manager

P.O. Box 602

Helena, Alabama 35080

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Roberts, whose name is signed to the foregoing conveyance as the Managing Partner of I-65 Investment Properties, a general partnership, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily and with full authority to bind said partnership, on the day the same bears date.

Given under my hand and official seal this the 18th day of May, 2001.



Notary Public

[SEAL]

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Roberts, whose name is signed to the foregoing conveyance as the Managing Partner of I-65 Properties South, a general partnership, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily and with full authority to bind said partnership, on the day the same bears date.

Given under my hand and official seal this the 18th day of May, 2001.

Mary Christina Evans
Notary Public [SEAL]

My commission expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 28, 2003
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Del Clayton, whose name is signed to the foregoing conveyance as Manager of Nottingham, LLC, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily with full authority to bind said limited liability company on the day the same bears date.

Given under my hand and official seal this the 21 day of May, 2001.

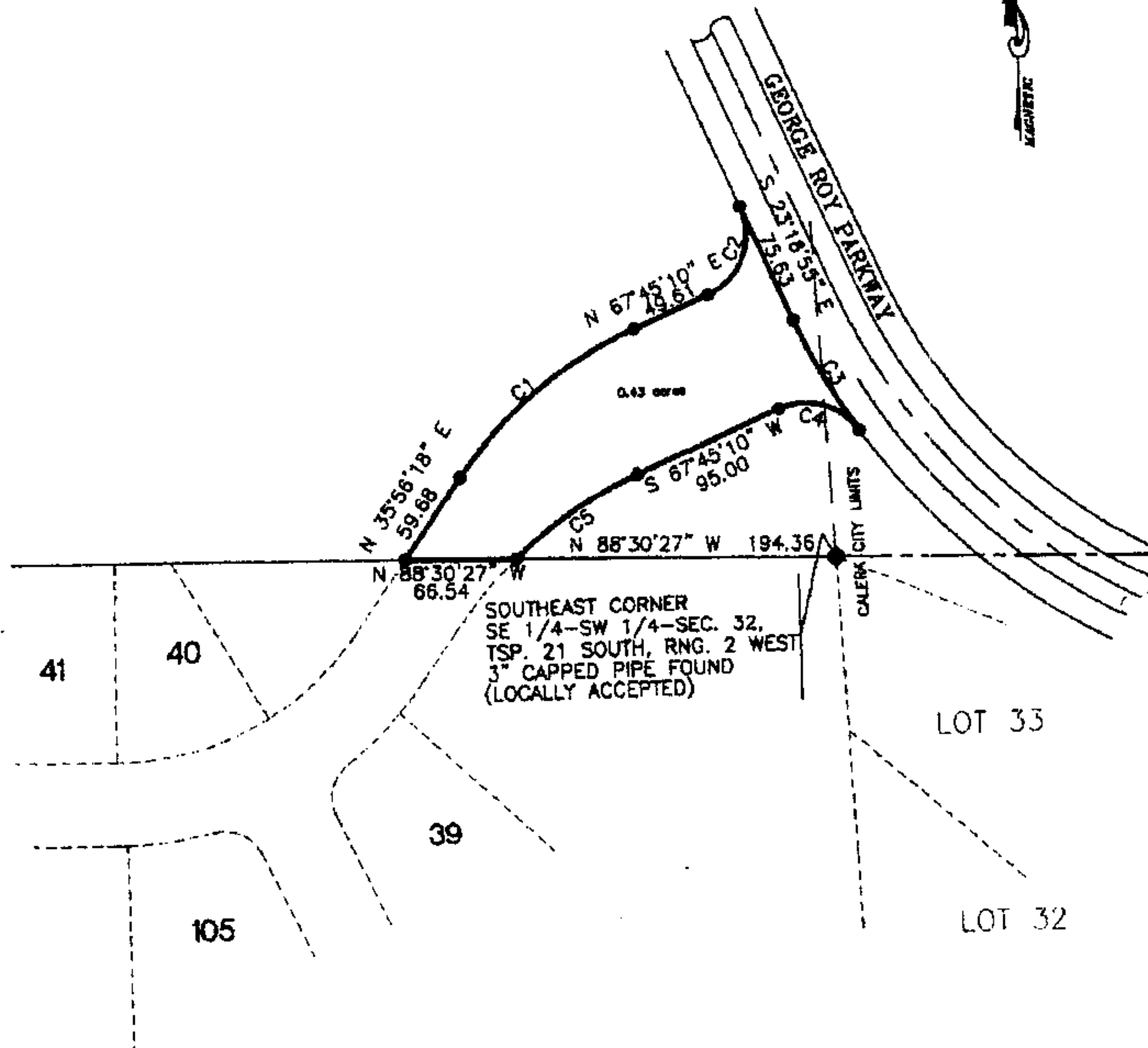
Howard
Notary Public [SEAL]

My commission expires:

5-08-2005

EXHIBIT A

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C=1	250.00	138.82	137.04	N51°50'44"E	31°48'52"
C=2	40.00	63.58	57.09	N22°13'07"E	91°04'05"
C=3	394.42	77.26	77.13	S28°55'27"E	11°13'22"
C=4	40.00	54.25	50.19	N73°23'39"W	77°42'41"
C=5	250.00	89.38	88.90	S57°30'39"W	20°29'01"



A PARCEL OF LAND SITUATED IN THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 2 WEST; THENCE N 88DEG-30'27" W, ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 194.36' TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF AN INGRESS/EGRESS, UTILITIES AND DRAINAGE EASEMENT OF VARYING WIDTH; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, AND ALONG SAID SOUTH 1/4-1/4 SECTION LINE AND ALONG SAID SOUTHERLY EASEMENT LINE A DISTANCE OF 66.54'; THENCE, LEAVING SAID SOUTH 1/4-1/4 SECTION LINE, N 35DEG-56'18" E, ALONG THE NORTHWESTERLY LINE OF SAID EASEMENT A DISTANCE OF 59.68' TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00', A CENTRAL ANGLE OF 31DEG-48'52", AND SUBTENDED BY A CHORD WHICH BEARS N 51DEG-50'44" E, A CHORD DISTANCE OF 137.04'; THENCE, ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY EASEMENT LINE A DISTANCE OF 138.82'; THENCE N 67DEG-45'10" E, ALONG SAID NORTHWESTERLY EASEMENT LINE A DISTANCE OF 49.61' TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00', A CENTRAL ANGLE OF 91DEG-04'05", AND SUBTENDED BY A CHORD WHICH BEARS N 22DEG-13'07" E, A CHORD DISTANCE OF 57.09'; THENCE ALONG THE ARC OF SAID CURVE, AND SAID NORTHWESTERLY EASEMENT LINE A DISTANCE OF 63.58' TO A POINT LYING ON THE SOUTHWESTERLY, UNRECORDED RIGHT-OF-WAY LINE OF GEORGE ROY PARKWAY; THENCE S 23DEG-18'55" E, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.63' TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 394.42', A CENTRAL ANGLE OF 11DEG-13'22", AND SUBTENDED BY A CHORD WHICH BEARS S 28DEG-55'27" E, A CHORD DISTANCE OF 77.13'; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 77.26' TO A POINT LYING ON THE SOUTHEASTERLY LINE OF AFORESAID EASEMENT OF VARYING WIDTH, SAID POINT ALSO LYING ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00', A CENTRAL ANGLE OF 77DEG-42'41", AND SUBTENDED BY A CHORD WHICH BEARS N 73DEG-23'39" W, A CHORD DISTANCE OF 50.19'; THENCE, LEAVING SAID RIGHT-OF-WAY LINE AND ALONG SAID SOUTHEASTERLY EASEMENT LINE AND THE ARC OF SAID CURVE A DISTANCE OF 54.25'; THENCE S 67DEG-45'10" W, ALONG SAID SOUTHEASTERLY EASEMENT LINE A DISTANCE OF 89.38' TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00', A CENTRAL ANGLE OF 20DEG-29'01", AND SUBTENDED BY A CHORD WHICH BEARS S 57DEG-30'39" W, A CHORD DISTANCE OF 88.90'; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY EASEMENT LINE A DISTANCE OF 89.38' TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.43 ACRES, MORE OR LESS.

05/22/2001-20750
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

006 MB 26.00

Inst # 2001-20750