

STATE OF ALABAMA)
 :
SHELBY COUNTY)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this **10th** day of **August**, 2004, by **CHARLES S. JAGER**, an individual (the "Grantor"), for the benefit of **TRIAD PROPERTIES, LLC**, an Alabama limited liability company (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the fee owner of a certain parcel of real estate located in Shelby County, Alabama, more particularly described and identified on Exhibit A attached hereto and incorporated herein by reference (the "Easement Area");

WHEREAS, Grantee is to purchase, or has purchased, an adjacent parcel of real estate located in Shelby County, Alabama, from CSX Transportation, Inc., more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "CSX Real Estate");

WHEREAS, Grantee desires a right of way for ingress and egress over and across the Easement Area to and from the CSX Real Estate subject to the terms, condition and requirements set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does grant and convey to the Grantee a non-exclusive, perpetual easement for ingress and egress on, over and across the Easement Area subject to the following:

1. **Declaration and Grant of Easement.** Grantor hereby establishes for the benefit of, and grants and conveys to, Grantee, its successors, successors-in-title, transferees, assigns, and anyone claiming by, through, or under Grantee, for the benefit of the CSX Real Estate, a non-exclusive and continuous, perpetual easement over the Easement Area for the purpose of vehicular, pedestrian and other ingress and egress to and from the CSX Real Estate (the "Easement"). The Easement shall be used by the Grantee and future fee owners of the CSX Real Estate, or any part thereof, as a road or drive for ingress and egress to the CSX Real Estate and shall run with the land. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the use of the Easement Area by Grantee, as granted herein.

2. **Maintenance by Grantee.** Grantee agrees to undertake and perform any and all improvement, replacement, maintenance, and repair work (collectively, the "Work") for the Easement Area, including, but not limited to, paving or surfacing the

Easement Area, that may from time-to-time be reasonably necessary or, in the discretion of Grantee, desirable. Grantor and his successors or assigns, do not hereby assume any liability or responsibility to the Grantee or any person using said Easement. The Grantee shall have the right to use an area of up to fifteen (15) feet (to the extent available on Grantor's property) on either side of the Easement Area (such area is hereinafter called the "Border Area") (i) to perform the Work, (ii) to keep the Border Area groomed and sightly in appearance, including, cutting the grass and removing overbrush and (iii) for surface water drainage, to the extent required by governmental authorities.

3. **Relocation of Easement Area.** Grantor reserves the right to relocate, and shall have the right to relocate, from time-to-time, the Easement Area; provided that such relocation shall not unreasonably interfere with or diminish Grantee's use of such Easement Area and shall provide to Grantee the same or similar type of ingress and egress to the CSX Real Estate.

4. **Maintenance of Insurance by Grantee.** Grantee will secure and maintain at its expense a policy of comprehensive general liability insurance, providing coverage against any and all liability which Grantor may incur as the result of any personal injuries, death to persons or damage to or destruction of property, whenever occurring, suffered or allegedly suffered by Grantee, its employees, tenants, invitees, licensees, or any other persons whomsoever, based upon or growing out of the use of the Easement Area or the Work, caused by the negligence of Grantee, its agents, servants, employees, tenants, invitees, licensees, or any other persons whomsoever. Such policy shall provide coverage to Grantor by naming Grantor as an additional assured against risk of such liability in the amount no less than one million dollars (\$1,000,000) for each occurrence, personal injury or injuries, death to persons and/or damage to or destruction of property or properties, and shall contain a provision that such policy will not be terminated as to Grantor until Grantor shall have been given at least thirty (30) days notice in writing of the date on which such policy will be terminated. Grantee will furnish Grantor with either a certified copy of such policy or other sufficient evidence thereof within thirty (30) days after the execution of this Agreement.

5. **Binding Effect.** The Easement and the terms of this Agreement shall be considered covenants running with and appurtenant to the land and both the benefits and burdens thereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee shall be liable for the performance of its covenants, obligations and undertakings herein set forth with respect to the Easement, but it is expressly understood and agreed that such liability shall terminate upon the termination of Grantee's ownership of that part of the CSX Real Estate abutting the Easement, whereupon such successor to, or transferee of, the Grantor shall automatically acquire future responsibility and liability for the Easement as herein set forth.

No part of the Easement Area constitutes any part of the homestead of the Grantor.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed on the day and year first above written.

G R A N T O R:



CHARLES S. JAGER

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **CHARLES S. JAGER**, an individual, whose name is signed to the foregoing declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration, he executed the same voluntarily.

Given under my hand and official seal, this the 10th day of August, 2004.



Notary Public

[NOTARIAL SEAL]

My commission expires: 11-07-2003

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

G R A N T E E:

TRIAD PROPERTIES, LLC, an Alabama
limited liability company

By: Jeffrey O. Miller
Its MEMBER

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby
certify that **JEFFREY O. MILLER**, whose name as a member of **TRIAD PROPERTIES,
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 said instrument, he, as such member and with full authority, executed the
same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 20 day of Oct, 2004.

Douglas P. Hill
Notary Public

[NOTARIAL SEAL]

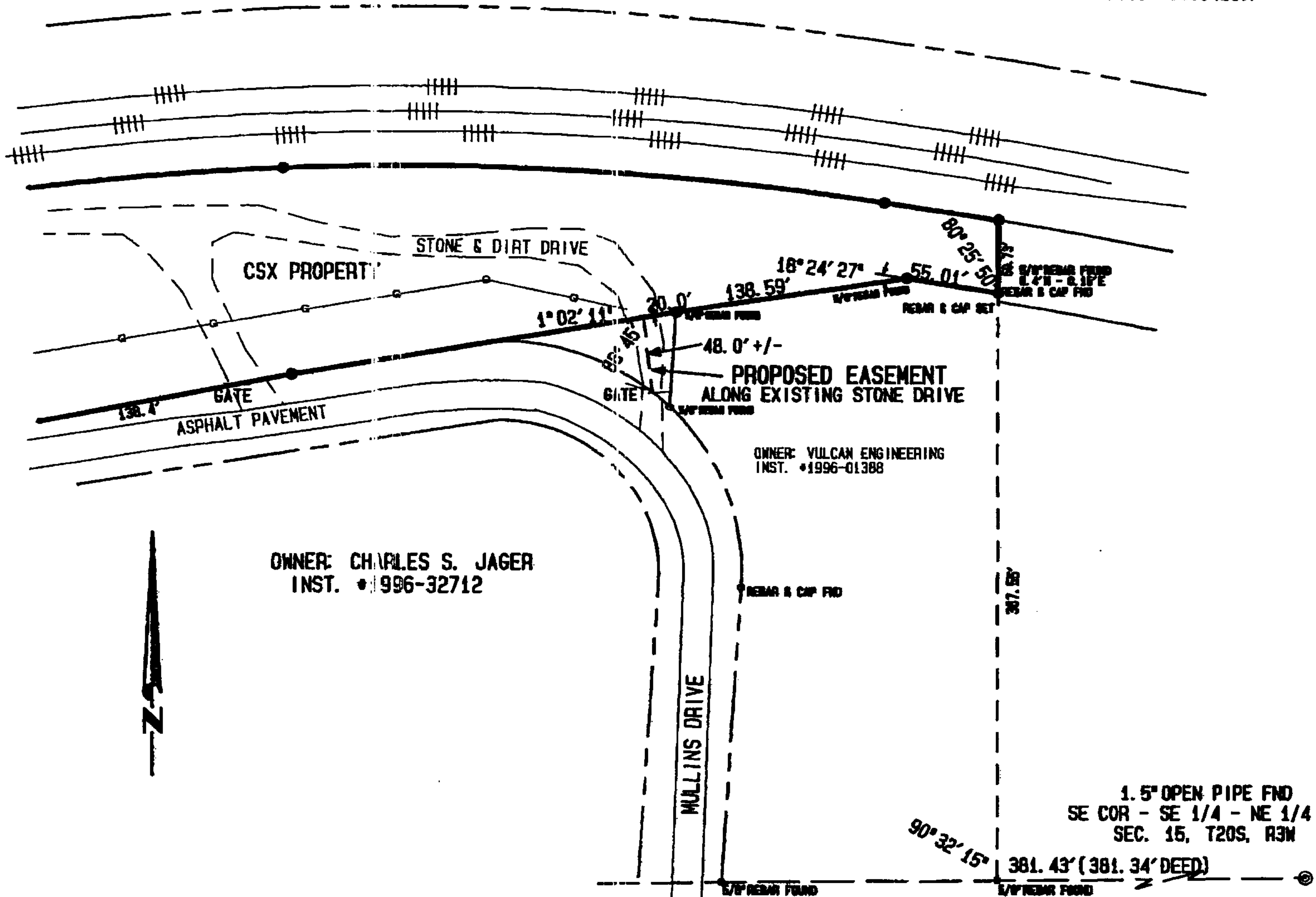
My commission expires: 9-16-06

EXHIBIT A

“Easement Area”

Legal Description Intentionally Begins on the Next Page.

Proj. No. 030542.00
DWN: REP
File: 030542dc.*



Centerline Stone and Dirt Road crossing Charles Jager Property and extending from the Southerly line of the CSX Railroad Property to the Northerly right-of-way of Mullins Drive

Commence at the Southeast corner of the Southeast quarter of the Northeast quarter of Section 15, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Westerly direction along the South line of said quarter-quarter section for 381.43 feet; thence deflect $90^{\circ}32'15''$ and run to the right in a Northerly direction for 367.55 feet; thence deflect $80^{\circ}25'50''$ and run to the left in a Northwesterly direction for 55.01 feet; thence deflect $18^{\circ}24'27''$ and run to the left in a Southwesterly direction for 138.59 feet; thence deflect $1^{\circ}02'11''$ and run to the left in a Southwesterly direction for 20.0 feet, more or less, to the Point of Beginning, said point lying on the centerline of an existing stone and dirt road; thence deflect $86^{\circ}45''$ and run to the left in a Southerly direction along said centerline for 48 feet, more or less to the Northerly right of way of Mullins Drive.

This plat and legal description were prepared using a previous survey dated March 31, 2004.

Robbin E. Phillips
Robbin E. Phillips, A.L.S. #14976
Paragon Engineering, Inc.
2320 Highland Ave. South
Suite 175
Birmingham, Alabama 35205
(205) 939-1119

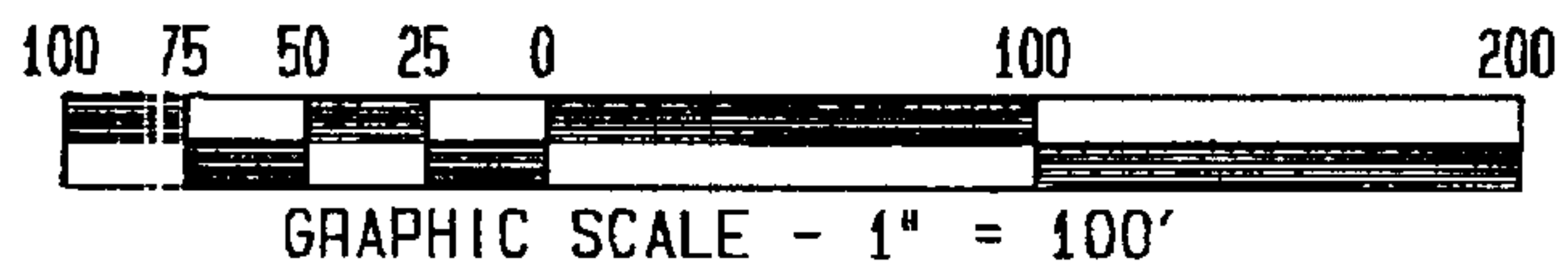


EXHIBIT B

“CSX Real Estate”

A parcel of land situated in the Southwest quarter of the Northwest quarter of Section 14 and in the South one-half of the Northeast quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 15, all in Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest quarter of the Northwest quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama and run in a Northerly direction along the West line of said quarter-quarter section for 338.76 feet to the Southerly right-of-way of CSX Railroad, (formerly South & North Alabama Railroad), said point lying 50 feet at right angles from the centerline of the existing main track and being the Point Of Beginning of the herein described parcel; thence turn a deflection angle of $103^{\circ}07'27''$ to the right and run in a Southeasterly direction along said right of way for 503.52 feet; thence turn an interior angle of $176^{\circ}45'37''$ to the chord of a spiral curve to the right and run along the arc of said spiral curve in a Southeasterly direction and along said right of way a chord distance of 226.12 feet; thence turn an interior angle of $168^{\circ}04'57''$ from the chord of said spiral curve to the chord of a circular curve to the right having a central angle of $17^{\circ}00'51''$ and a radius of 1436.21 feet and run in a Southeasterly direction along the arc of said curve and along said right of way for 426.49 feet to the South line of the Southwest quarter of the Northwest quarter of said Section 14; thence turn an interior angle of $26^{\circ}07'52''$ from the chord of the last described curve and run to the right in a Westerly direction along said South line for 91.57 feet to a point lying 100 feet at right angles from the centerline of the aforementioned railroad; thence turn an interior angle of $155^{\circ}25'00''$ to the chord of a circular curve to the left having a central angle of $13^{\circ}52'41''$ and a radius of 1386.21 feet and run to the right along the arc of said curve to the left and along a curve lying 100 feet from and parallel to said centerline for 335.77 feet; thence turn an interior angle of $190^{\circ}22'14''$ from the chord of said circular curve to the chord of a spiral curve to the left and run to the left along the arc of said spiral curve in a Northwesterly direction along a curve lying 100 feet from and parallel to said centerline a chord distance of 221.23 feet; thence turn an interior angle of $183^{\circ}14'20''$ from the chord of said spiral curve and run to the left in a Northwesterly direction along a line lying 100 feet from and parallel to said centerline for 491.44 feet to the West line of the Southwest quarter of the Northwest quarter of said Section 14; thence continue along the last described course in a Northwesterly direction for 282.71 feet; thence turn an interior angle of $180^{\circ}23'35''$ to the chord of a spiral curve to the left and run to the left along the arc of said spiral curve in a Northwesterly direction along a curve lying 100 feet from and parallel to said centerline a chord distance of 94.73 feet; thence turn an interior angle of $100^{\circ}34'35''$ from the chord of said spiral curve and run to the right in a Northerly direction for 5.51 feet; thence turn an interior angle of $260^{\circ}25'50''$ and run to the left in a Northwesterly direction for 55.01 feet; thence turn an interior angle of $198^{\circ}24'27''$ and run to the left in a Southwesterly direction for 138.59 feet; thence turn an interior angle of $181^{\circ}02'11''$

and run to the left in a Southwesterly direction for 230.54 feet; thence turn an interior angle of $181^{\circ}14'15''$ and run to the left in a Southwesterly direction for 1647.52 feet to the Northeast corner of Lot 10, Block 2 according to the survey of Mullins East Side Addition to Helena as recorded in Map Book 4, Page 25 in the Probate Office Of Shelby County, Alabama; thence turn an interior angle of $180^{\circ}46'17''$ and run to the left in a Southwesterly direction along the North line of said Lot 10 for 246.06 feet to the Northwest corner of said Lot 10, also lying on the Northerly right of way of Railroad Avenue; thence turn an interior angle of $179^{\circ}02'43''$ and run to the right in a Southwesterly direction along said Northerly right of way for 211.60 feet; thence turn an interior angle of $177^{\circ}52'27''$ and run to the right in a Southwesterly direction along said Northerly right of way for 46.11 feet; thence turn an interior angle of $180^{\circ}52'52''$ and run to the left in a Southwesterly direction along said Northerly right of way for 152.37 feet; thence turn an interior angle of $166^{\circ}23'19''$ and run to the right in a Northwesterly direction for 159.80 feet; thence turn an interior angle of $164^{\circ}50'00''$ and run to the right in a Northwesterly direction a distance of 595.40 feet; thence turn an interior angle of $101^{\circ}56'28''$ and run to the right in a Northerly direction for 24.80 feet to the Southerly right of way of CSX Railroad (formerly South & North Alabama Railroad), said point lying 50' at right angles from the centerline of the main track of said CSX Railroad; thence turn an interior angle of $85^{\circ}29'52''$ and run to the right in a Southeasterly direction along said right of way for 180.11 feet; thence turn an interior angle of $182^{\circ}22'45''$ to the chord of a spiral curve to the left and run to the left in a Southeasterly to Easterly direction along the arc of said curve and along said right of way for a chord distance of 233.96 feet; thence turn an interior angle of $190^{\circ}05'03''$ from the chord of said spiral curve to the chord of a circular curve to the left having a central angle of $13^{\circ}12'00''$ and a radius of 1482.69 feet and run to the left in an Easterly direction along the arc of said curve and along said right of way for 341.59 feet; thence turn an interior angle of $188^{\circ}53'16''$ from the chord of the last described curve to the chord of a spiral curve to the left and run to the left in a Northeasterly direction along the arc of said curve and along said right of way a chord distance of 236.23 feet; thence turn an interior angle of $181^{\circ}27'37''$ from the chord of said spiral curve and run to the left in a Northeasterly direction along said right of way for 1682.78 feet; thence turn an interior angle of $178^{\circ}19'54''$ to the chord of a spiral curve to the right and run along the arc of said spiral curve in a Northeasterly direction and along said right of way a chord distance of 162.75 feet; thence turn an interior angle of $170^{\circ}02'31''$ from the chord of said spiral curve to the chord of a circular curve to the right having a central angle of $17^{\circ}12'27''$ and a radius of 1798.48 feet and run in an Easterly direction along the arc of said curve and along said right of way for 540.14 feet; thence turn an interior angle of $170^{\circ}29'47''$ from the chord of the last described curve to the chord of a spiral curve to the right and run along the arc of said spiral curve a chord distance of 172.96 feet; thence turn an interior angle of $179^{\circ}00'17''$ from the chord of said spiral curve and run to the right in a Southeasterly direction along said right of way for 271.05 feet to the point of beginning, containing 11.899 acres, more or less.