

STATE OF ALABAMA)
)
SHELBY COUNTY)

ROADWAY AND EASEMENTS AGREEMENT

This Roadway and Easements Agreement (this "Agreement") is made and entered into this 19th day of October, 2006, by **BRITNEY PARDUE**, a ~~married~~^{RP}/unmarried woman, **TIFFANY PARDUE**, a ~~married~~^{RP}/unmarried woman, and **LOUANN PARDUE**, a ~~married~~^{RP}/unmarried woman ("Grantors") for the benefit of **SAC, LLC**, an Alabama limited liability company ("SAC"), **C&A ENTERPRISES, L.L.C.**, an Alabama limited liability company ("C&A"), and their successors and assigns (collectively, "Grantees")

WITNESSETH:

WHEREAS, Grantors are the owners of certain real property situated in Shelby County, Alabama, more particularly described on *Exhibit A* attached hereto (the "Grantors' Property"); and

WHEREAS, Grantees are desirous of obtaining access over, across, through, upon, and under Grantors' Property for the purpose of the construction of a roadway (the "Roadway") and the installation of utilities (the "Utilities") which will connect properties (i) which are owned by Grantees, (ii) which are owned by entities related to Grantees, or (iii) in which Grantees may subsequently acquire an interest ("Grantees' Properties") to Shelby County Road #11; and

WHEREAS, Grantors are desirous of having non-exclusive access across the Roadway for the benefit of Grantors' Property; and

WHEREAS, Grantors and Grantees are desirous of the dedication of the Roadway and the related easements established by this Agreement, for public use and maintenance;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Grantors, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey unto Grantees, their successors and assigns, upon the conditions and subject to the limitations hereinafter set forth, the real property and the easements hereinafter set forth.

TO HAVE AND TO HOLD said real property and said easements unto Grantees, their successors and assigns, forever.

Grantors covenant with Grantees that Grantors own in fee the real property herein conveyed and the real property upon which the easements herein conveyed are situated and that Grantors have a good right to execute this Agreement and to convey the real property hereinafter described and to grant the easements hereinafter described. Grantors hereby certify that the above described property does not constitute their homestead (as defined by Section 6-10-2, et seq, of the Code of Alabama, 1975).



1. **Roadway.** Grantors do hereby grant, bargain, sell, and convey unto Grantees that certain real property (the "Roadway Property") situated in Shelby County, Alabama, more particularly described on *Exhibit B* attached hereto for the purpose of the construction, installation, and maintenance of the Roadway and the Utilities for the benefit of Grantees' Properties. Grantors reserve the right to the non-exclusive use of the road to be constructed within the Roadway Property for the benefit of Grantors' Property. The Roadway shall be constructed in accordance with such plans and specifications as are approved by the City of Pelham, Alabama (the "City").

2. **Clearing and Grading Easement.** Grantors do hereby grant, bargain, sell, and convey unto Grantees, for the use and benefit of Grantees and the subsequent owners and occupants of Grantees' Properties, a temporary easement (the "Clearing and Grading Easement") over, across, through, upon, and under the portion of Grantors' Property which is depicted on *Exhibit C* for the purpose of (i) transporting workers, supplies, and equipment as necessary for the performance of the work on Grantors' Property as permitted pursuant to this Agreement, (ii) permitting Grantees to clear, cut, and remove dirt and grade Grantors' Property to form slopes (the "Slopes") along the Roadway, and (iii) permitting Grantees to install the Drainage Equipment (as hereinafter defined) over, across, through, upon, and under Grantors' Property. This Clearing and Grading Easement shall cease, without further action of the parties, ninety (90) days after completion of construction and installation of the Roadway, the Slopes, the Utilities, and the Drainage Equipment.

3. **Drainage Easement.** Grantors do hereby grant, bargain, sell, and convey unto Grantees, for the non-exclusive use and benefit of Grantees and the subsequent owners and occupants of Grantees' Properties, a permanent, perpetual, and non-exclusive easement (the "Drainage Easement") over, across, through, upon, and under such portion of Grantors' Property as is necessary to or required by the City in connection with the construction, installation, operation, maintenance, repair, and replacement of drainage ditches, pipes, lines, headwalls, culverts, flumes, and related equipment, accessories, facilities, and appurtenances (the "Drainage Equipment") to collect and discharge surface water drainage. The portion of Grantors' Property which shall be subject to the Drainage Easement shall be limited to a strip of land twenty (20) feet wide, ten (10) feet on either side of the Drainage Equipment as initially constructed and as required by the City or other applicable governmental or regulatory entities.

4. **Agreements Run With Land.** Both the benefits and the burdens of all easements, restrictions, benefits, and obligations established by this Agreement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, licensees, invitees, employees, personal representatives, heirs, successors, and assigns, and, except as herein expressly provided to the contrary, shall be perpetual. This Agreement and all rights for its use and maintenance are assignable and may be transferred and/or assigned by Grantees to any governmental authority to whom the Roadway, the Roadway Property, the Clearing and Grading Easement, the Slopes, the Drainage Equipment, or the Drainage Easement may be dedicated.

5. **Annexation and Dedication.** At the election of Grantees, Grantees, or any one or more of them, shall have the right, without any additional consent from Grantors, to petition for and secure the annexation of the Roadway Property and property within the Clearing and



Grading Easement and the Drainage Easement into the City and the dedication of the Roadway, the Roadway Property, the Clearing and Grading Easement, the Slopes, the Drainage Equipment, and the Drainage Easement to the City or such other public entity as Grantees shall deem appropriate, for public use and maintenance. Grantors hereby consents to such annexation and dedication and agrees to cooperate with and give such further consents to any such petitions as shall be required by the City or requested by Grantees.

6. **Amendments.** No amendments or modifications of this Agreement shall be effective without the prior written consent of Grantors and Grantees or their respective successors and assigns.

7. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Headings.** Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

9. **Binding.** This Agreement shall be binding upon, enforceable by and against, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

10. **Waiver.** No delay or omission by any party in the exercise of any right accruing upon any default of any other party shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing by the non-defaulting party. A waiver by any party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement by any other party hereto shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Exercise by a party hereto, or the beginning of the exercise by a party hereto, of any one or more of the rights or remedies provided for in this Agreement, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such party of any other right or remedy for such breach.

11. **Notices.** Any notices or submittals required or permitted to be given hereunder shall be deemed to be given when hand-delivered or upon receipt of prepaid (or refusal to accept) delivery by a recognized commercial overnight courier service or the United States mail, sent certified, return receipt requested, in either case addressed to the parties as follows:

If to Grantors: Britney Pardue
3700 MOSS BROOK CT
FAIRFAX, VA 22031
Telephone: 703-609-4796
Facsimile: _____



Tiffany Pardue

3700 Moss Brooke Ct.
Fairfax VA 22031
Telephone: 703-764-0050
Facsimile: _____

LouAnn Pardue

~~AP LouAnn Par~~ 3700 Moss Brooke Ct.
Fairfax VA 22031
Telephone: 703-764-0050
Facsimile: _____

If to SAC:

SAC, LLC
1100 East Park Drive, Suite 400
Birmingham, AL 35235
Attention: Eugene K. Cole
Telephone: 205-836-8683
Facsimile: 205-836-8695


If to C&A:

C&A Enterprises, LLC
1100 East Park Drive, Suite 400
Birmingham, AL 35235
Attention: Eugene K. Cole
Telephone: 205-836-8683
Facsimile: 205-836-8695

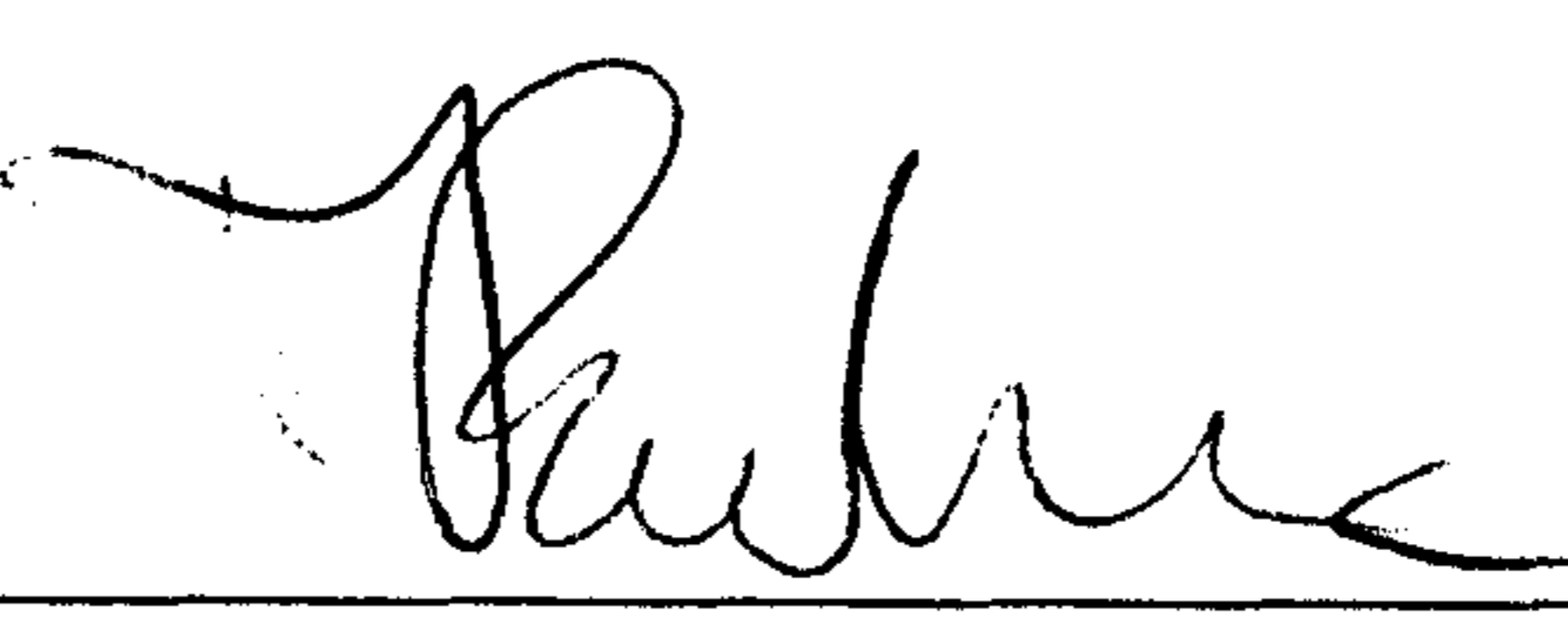
With a copy to:

Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203
Attention: Charles A. J. Beavers, Jr.
Telephone: 205-521-8620
Facsimile: 205-488-6300

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



Britney Pardue



Tiffany Pardue



Lou Ann Pardue

Shelby County, AL 11/27/2006
State of Alabama

Deed Tax: \$2.00

Britney

STATE OF Virginia)
COUNTY OF Montgomery)

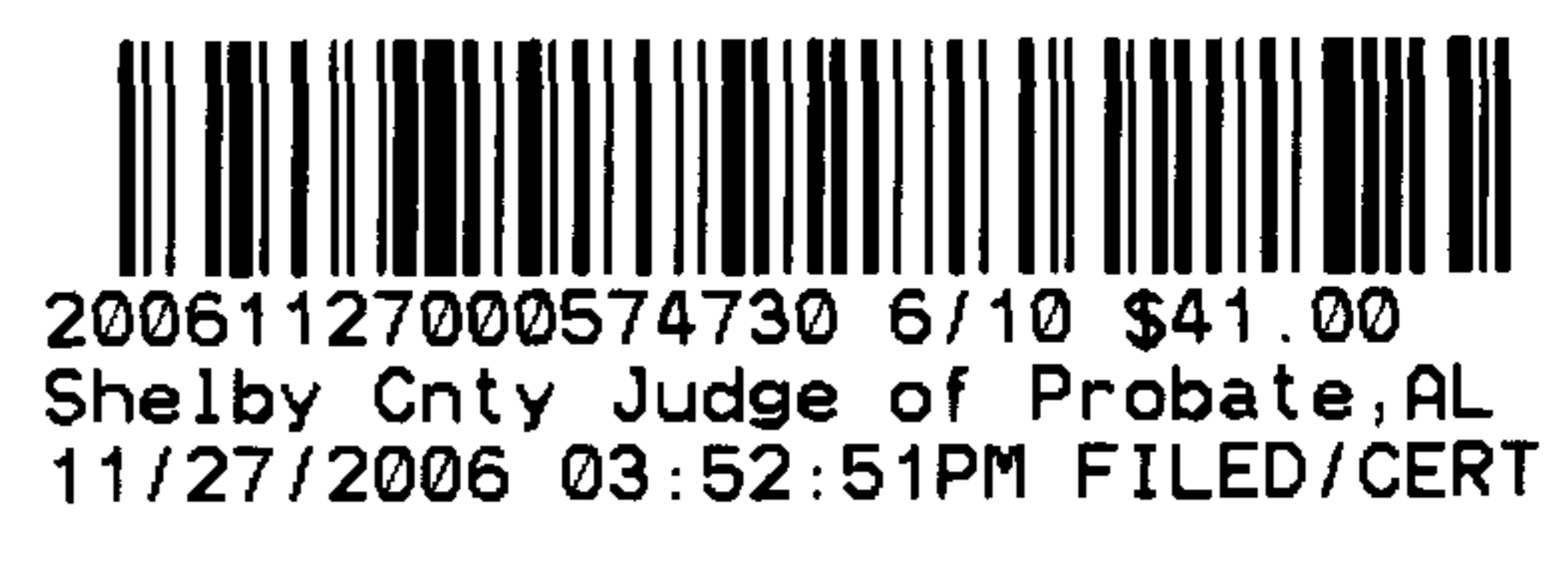
I, the undersigned, a notary public in and for said county in said state, hereby certify that Britney Pardue, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 16th day of October, 2006.

Nabila Minty
Notary Public

[NOTARIAL SEAL]

My commission expires: 08/31/2007



STATE OF Virginia)
COUNTY OF Fauquier)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Tiffany Pardue, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 19th day of October, 2006.

Glenn H Steele
Notary Public

[NOTARIAL SEAL]

My commission expires: Oct 31, 2009

STATE OF Virginia)
COUNTY OF Fairfax)

I, the undersigned, a notary public in and for said county in said state, hereby certify that LouAnn Pardue, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 15th day of October, 2006.

Edward H. Steele
Notary Public

[NOTARIAL SEAL]

My commission expires: Oct 31, 2009



20061127000574730 7/10 \$41.00
Shelby Cnty Judge of Probate, AL
11/27/2006 03:52:51PM FILED/CERT

*This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104*

EXHIBIT A

Grantors' Property

Commence at the northwest corner of Section 30, Township 20 South, Range 2 West; thence run along the west line of said section a distance of 1309.75 feet; thence turn left 89°50'17" and run a distance of 993.49 feet to the point of beginning; thence continue east a distance of 1440.39 feet to the northwesterly right-of-way line of Shelby County Highway #11; thence turn right 121°06'50" and run along said right-of-way a distance of 1612.31 feet; thence turn right 50°56'38" and run a distance of 536.01 feet; thence turn right 90°56'42" and run a distance of 1320.00 feet to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

Roadway Property

A tract of land situated in the northwest 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of said Section 30 and run south $00^{\circ}04'46''$ east along the west line of said Section for 1308.78 feet; thence run south $89^{\circ}52'41''$ east for 993.88 feet to the point of beginning of the tract of land herein described; thence continue south $89^{\circ}52'41''$ east for 30.00 feet; thence run south $01^{\circ}08'45''$ west for 1042.52 feet to the point of beginning of a curve to the left, having a radius of 470.00 feet and a central angle of $35^{\circ}43'57''$; thence run southerly along said curve for 293.12 feet; thence run south $89^{\circ}28'53''$ west for 70.65 feet to the point of beginning of a non tangent curve to the right, of which the radius point lies north $59^{\circ}41'44''$ east, a radial distance of 530.00 feet; thence run northwesterly along said curve, through a central angle of $12^{\circ}04'50''$, for a distance of 111.75 feet; thence run north $01^{\circ}08'45''$ east for 1217.77 feet to the point of beginning.



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Shelby Cnty Judge of Probate, AL
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