

STATE OF ALABAMA)
)
SHELBY COUNTY)

ROADWAY AND EASEMENTS AGREEMENT

This Roadway and Easements Agreement (this "Agreement") is made and entered into this 14 day of November, 2006, by **H. MONROE PROPERTIES, L.L.C.**, an Alabama limited liability company ("Grantor") 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")

W I T N E S S E T H:

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

WHEREAS, Grantees are desirous of obtaining access over, across, through, upon, and under Grantor's 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, Grantor is desirous of having non-exclusive access across the Roadway for the benefit of Grantor's Property; and

WHEREAS, Grantor 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 Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does 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.

Grantor covenants with Grantees that Grantor owns in fee the real property herein conveyed and the real property upon which the easements herein conveyed are situated and that Grantor has a good right to execute this Agreement and to convey the real property hereinafter described and to grant the easements hereinafter described.

1. **Roadway.** Grantor does 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. Grantor reserves the right to the non-exclusive use of the road to be constructed within the Roadway Property for the benefit of Grantor's 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.*** Grantor does 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 Grantor's 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 Grantor's Property as permitted pursuant to this Agreement, (ii) permitting Grantees to clear, cut, and remove dirt and grade Grantor's 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 Grantor's 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.*** Grantor does 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 Grantor's 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 Grantor's 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 Grantor, 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. Grantor 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 Grantor 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 Grantor:

H. Monroe Properties, L.L.C.

Harry E. Monroe
31 Monroe Drive, Pelham, AL 35124

Attention: Harry E. Monroe Sr.

Telephone: 205-365-3660

Facsimile: 205 620-2957

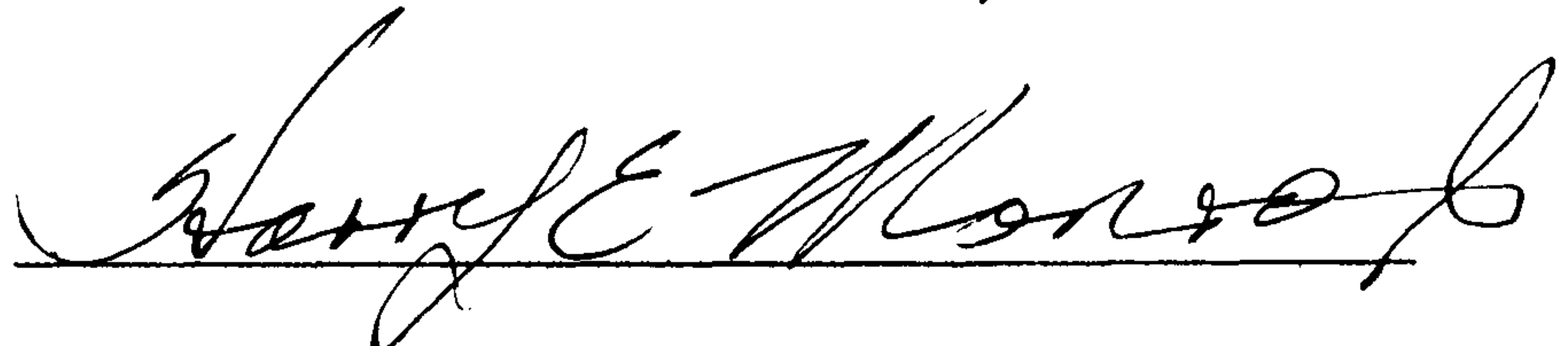
If to SAC: SAC, LLC
1100 East Park Drive, Suite 400
Birmingham, AL 35235
Attention: Eugene K. Cole
Telephone: 205-836-8683
Facsimile: 205-836-8695

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, Grantor has executed this Agreement as of the day and year first above written.

H. MONROE PROPERTIES, L.L.C.

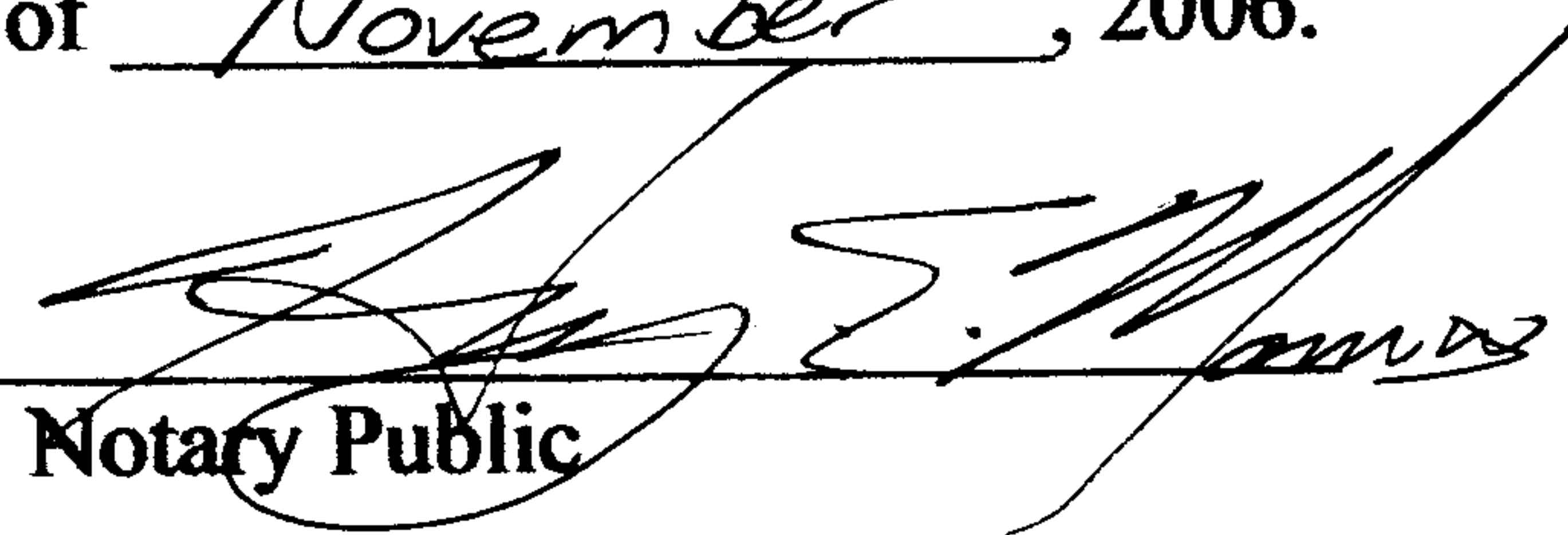
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STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Harry E Monroe JR, whose name as Manager of H. Monroe Properties, L.L.C., 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 manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 14 day of November, 2006.



Notary Public

[NOTARIAL SEAL]

My commission expires: 5-25-10

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

Deed Tax: \$2.00


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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

Grantor's Property

PARCEL ONE:

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

Commence at the northwest corner of Section 30, Township 20 South, Range 2 West; thence run southerly along the west section line of Section 30 1309.15 feet; thence left 89°41'02" easterly 659.86 feet; thence right 89°43'13" southerly 350.75 feet; thence right 90°11'06" westerly 199.79 feet; thence left 90°03'55" southerly 393.51 feet to the point of beginning; thence left 90°09'22" easterly 518.27 feet; thence right 91°14'32" southerly 576.75 feet; thence left 91°46'50" easterly 536.17 feet to the westerly right-of-way line of Shelby County Highway No. 11; thence right 125°59'39" southwesterly along right-of-way 976.52 feet to the northerly right-of-way of the Seaboard Coastline Railroad; thence right 77°18'34" northwesterly along railroad right-of-way 518.90 feet; thence right 67°23'28" northerly 1166.23 feet to the point of beginning.

PARCEL TWO:

A tract of land located in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the northwest corner of Section 30, Township 20 South, Range 2 West; thence run southerly along the west section line of Section 30 1309.15 feet; thence left 89°41'02" easterly 659.86 feet to the point of beginning; thence an interior angle left of 90°16'47" southerly 350.62 feet; thence right 90°21'43" westerly 200.01 feet; thence left 90°20'25" southerly 100.00 feet; thence left 89°35'35" easterly 524.10 feet; thence left 89°09'03" northerly 452.78 feet; thence left 91°12'50" westerly 333.62 feet to the point of beginning.


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EXHIBIT B

Roadway Property

PARCEL ONE:

A tract of land situated in the north 1/2 of the southwest 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 thence run south 00°04'46" east along the west line of said Section for 1,308.78 feet; thence run south 89°52'41" east for 1,088.82 feet; thence run south 00°07'19" west for 1,318.37 feet to the point of beginning of the tract of land herein described and the point of beginning of a non tangent curve to the left, of which the radius point lies north 55°24'48" east, a radial distance of 470.00 feet; thence run southeasterly along said curve, through a central angle of 20°03'16", a distance of 164.51 feet; thence run south 54°38'28" east for 152.47 feet to the point of beginning of a curve to the left, having a radius of 25.00 feet and a central angle of 90°00'51"; thence run easterly along said curve, a distance of 39.28 feet to a point on the northwesterly right-of-way of Shelby County Road #11; thence run south 35°20'40" west along said road right-of-way for 110.00 feet to the point of beginning of a non tangent curve to the left, of which the radius point lies north 54°39'20" west, a radial distance of 25.00 feet; thence run northerly along said curve, through a central angle of 89°59'09", a distance of 39.26 feet; thence run north 54°38'28" west for 152.50 feet to the point of beginning of a curve to the right, having a radius of 530.00 feet and a central angle of 24°20'12"; thence run northwesterly along said curve for 225.12 feet; thence run north 89°28'53" east for 70.65 feet to the point of beginning.

PARCEL TWO:

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 follow:

Commence at the northwest corner of said Section 30 and run south 00°04'46" east along the west line of said Section for 1,308.78 feet; thence run south 89°52'41" east for 963.88 feet; thence run south 01°08'45" west for 743.44 feet to the point of beginning of the tract of land herein described; thence continue south 01°08'45" west for 298.01 feet to the point of beginning of a curve to the left, having a radius of 530.00 feet and a central angle of 19°22'12"; thence run southerly along said curve for 179.18 feet; thence run north 01°08'45" east for 474.45 feet; thence run south 89°53'01" west for 30.01 feet to the point of beginning.

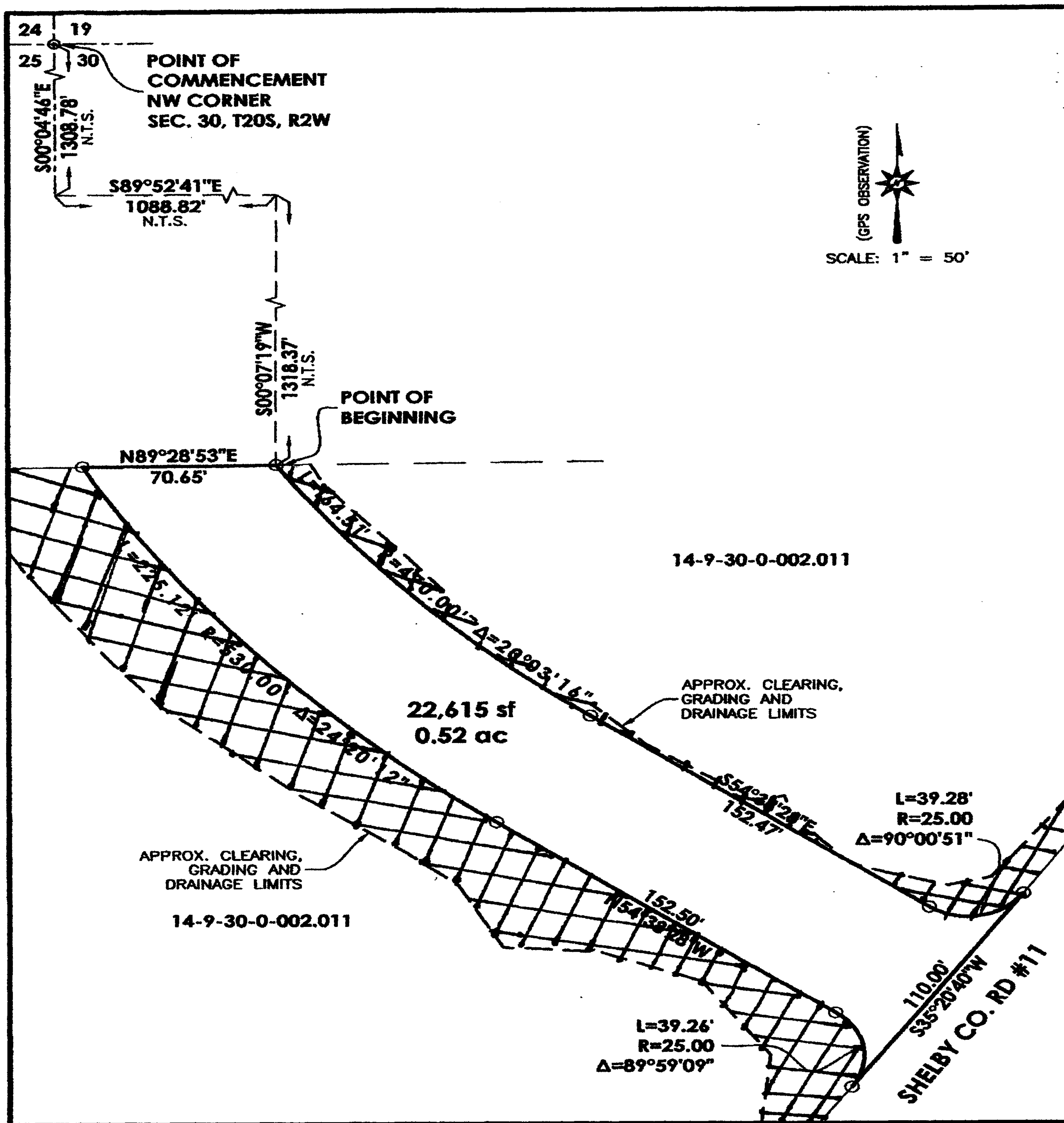
PARCEL THREE:

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 thence run south 00°04'46" east along the west line of said Section for 1,308.78 feet; thence run south 89°52'41" east for 963.88 feet to the point of beginning of the tract of land herein described; thence continue south 89°52'41" east for 30.00 feet; thence run south 01°08'45" west for 449.14 feet; thence run south 89°53'18" west for 30.01 feet; thence run north 01°08'45" east for 449.27 feet to the point of beginning.

EXHIBIT C
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**General Location of
Clearing and Grading Easement, Slope Easement, and Drainage Easement**



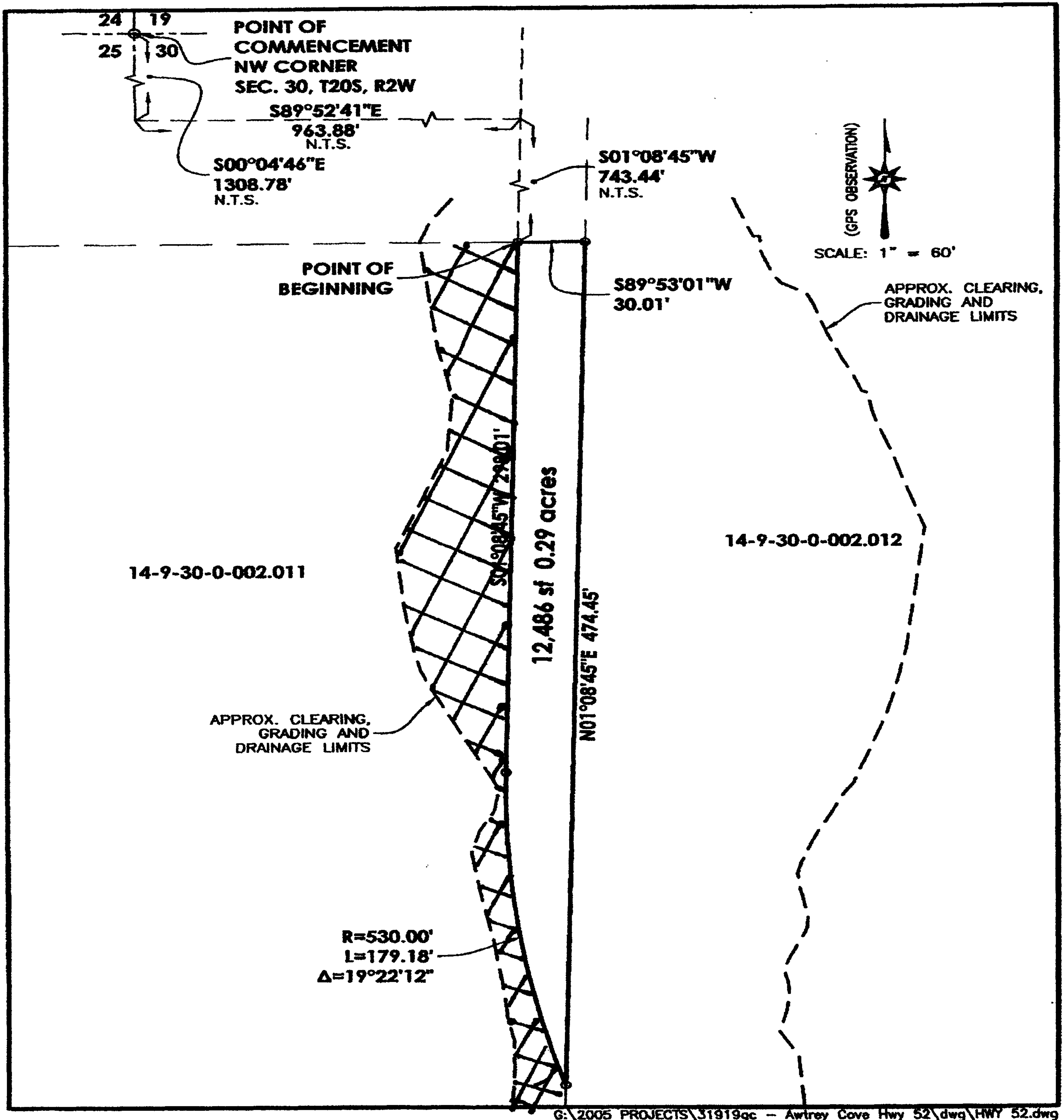
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EXHIBIT C
Page 2 of 3 Pages

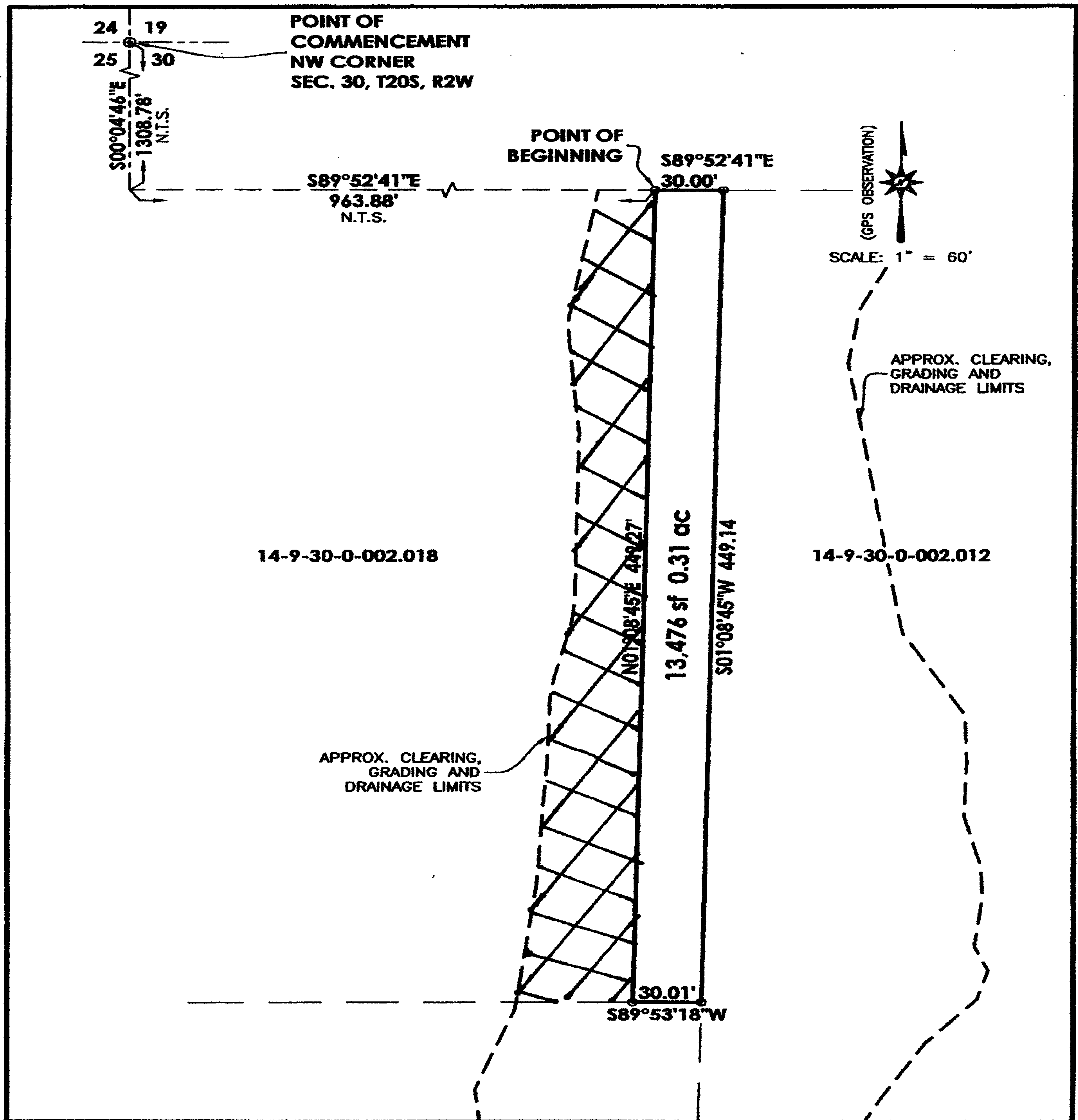
**General Location of
Clearing and Grading Easement, Slope Easement, and Drainage Easement**



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EXHIBIT C
Page 3 of 3 Pages

**General Location of
Clearing and Grading Easement, Slope Easement, and Drainage Easement**



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