


STATE OF ALABAMA)
)
COUNTY OF SHELBY)


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Shelby Cnty Judge of Probate, AL
02/23/2007 08:20:33AM FILED/CERT

Shelby County, AL 02/23/2007
State of Alabama

Deed Tax: \$.50

ROAD AND UTILITY EASEMENT AGREEMENT

THIS ROAD AND UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 23rd day of January, 2007 by and among **STAGG RUN DEVELOPMENT, LLC** ("Stagg"), **HOMER LYNFORD DOBBS** and **HOMER LYNFORD DOBBS, JR.** (collectively, the "Dobbs") and **ROBERT L. BURR JR., DEBORAH N. BURR, THE ESTATE OF ROBERT LESLIE BURR, AND THE ESTATE OF VIRGINIA JOHNSON BURR**, (collectively, "Burr") and **NEW CINGULAR WIRELESS PCS, LLC**, successor by merger to BellSouth Mobility LLC, successor by corporate election to BellSouth Mobility Inc. ("Cingular").

WITNESSETH:

WHEREAS, Stagg owns the following-described tracts or parcels of real property situated and lying in Shelby County, Alabama, to-wit:

Real property described in **Exhibit "A"** attached hereto and, by this reference, incorporated herein and made a part hereof (the "Property");

WHEREAS, Burr owns the following described tracts or parcels of real property situated and lying in Shelby County, Alabama, to wit:

Real Property described in **Exhibit "B"** attached hereto and by this reference incorporated herein and made a part hereof (the "Burr Property").

WHEREAS, the Property is currently subject to ingress, egress, and utility easements heretofore created, granted and/or leased by Burr in favor of Cingular under and by virtue of the leases, assignments and other documents more particularly described in **Exhibit "C"** attached hereto and, by this reference, incorporated herein and made a part hereof (singularly and collectively the "Lease"), which easements are more particularly described as follows:

Ingress/egress/utility easement described in **Exhibit "D"** attached hereto and, by this reference, incorporated herein and made a part hereof, (singularly and collectively the "Existing Easements"); and

WHEREAS, Stagg has requested that Burr and Cingular enter into this Agreement in order to provide for the termination of the Existing Easements upon the occurrence of certain agreements, covenants, provisions and terms set forth herein, including, but not limited to, Stagg

granting to Burr a temporary easement over the Existing Easements, Stagg granting to Burr and to Cingular a permanent easement for ingress/egress and utilities over the Property as provided for herein and the Dobbs guaranteeing the rights, duties and obligations of Stagg in this Agreement.

WHEREAS, the Dobbs are the principal owners of Stagg and have agreed to personally guarantee all of the duties, obligations and responsibility of Stagg under this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements, covenants, provisions and terms in this Agreement, the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Stagg by Burr and Cingular, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged by Stagg, Burr, Cingular and the Dobbs, and intending to be legally bound, the parties hereto agree as follows:

1. Stagg does hereby grant, bargain and convey to Burr, his successors, assigns, guests and invitees a temporary easement over under and across the Existing Easements, and the full right to use such easement area for ingress, egress and utilities. Such Existing Easements shall not be disturbed or modified so as to interfere with the easement granted herein, or terminated without the written consent of Burr.
2. Stagg hereby grants, bargains, sells and conveys to Burr, his successors, assigns, guests and invitees and to Cingular, together with its sublessees, licencees, and agents an easement for access (the "Temporary Easement"), 24 hours-a-day, 7 days-a-week, across the Property to and from the Burr Property and the existing cellular telecommunications facilities and towers owned by Cingular (the "Cell Facilities") located adjacent to the Property. The Temporary Easement shall be sufficient for the reasonable all weather ingress and egress of vehicles (including trucks), equipment and material necessary for the maintenance, repair and replacement of the improvements on the Burr Property and the Cell Facilities. The Temporary Easement shall terminate as set forth in Section 9 hereof.
3. Stagg shall not interfere with the provision of existing electrical, natural gas or telephone utility services to the Burr Property or the Cell Facilities until such time as the Replacement Utilities (as hereinafter defined) are installed and operating in the New Easement Area sufficient to support the Burr Property and the Cell Facilities.
4. Stagg, at its expense, shall construct roads and all utilities (the "New Easement Area") upon the Property in substantially the same location as shown on the drawings of the Property reflected on **Exhibit "E"** attached hereto which is incorporated herein and made a part hereof. Upon completion of the New Easement Area, the parties hereto agree to execute an amendment to this Agreement wherein Stagg, at its sole cost, shall provide to Burr and to Cingular an easement for ingress, egress and utilities over under and across the New Easement Area.
5. Upon completion of the roads and utilities in the New Easement Area as set forth in **Exhibit "E"**, Stagg shall cause a portion of such roads to be dedicated to the public by

virtue of the execution and recordation of a subdivision plat of the Property and such roads approved by the Planning Commission of the City of Indian Springs, Alabama which Stagg will file for record in the Office of the Judge of Probate of Shelby County, Alabama.

6. Upon completion of the roads and utilities in the New Easement Area, Stagg, at its expense, shall cause electrical and telephone services to be extended to the Burr Property and the Cell Facilities (according to plans and specifications to be provided by Burr and by Cingular and approved by the appropriate public utilities) to provide such services equivalent (other than additions to such services as required by (i) Stagg's development plans or (ii) the appropriate public utilities) to that now provided to the Burr Property and the Cell Facilities, all at no expense to Burr or Cingular (the "Replacement Utilities").

7. STAGG AND THE DOBBS SHALL INDEMNIFY AND HOLD HARMLESS BURR, HIS HEIRS, SUCCESSORS AND ASSIGNS AS WELL AS CINGULAR, ITS SUBSIDIARIES, AFFILIATES, SUBLESSEES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS AND AGENTS, FROM AND AGAINST ANY ACTION, CAUSE OF ACTION, SUIT, DEBT, LOSS, COST, CLAIM, DAMAGE OR DEMAND WHATSOEVER BROUGHT BY ANY THIRD PARTY (WHETHER AT LAW OR IN EQUITY) OR OTHERWISE ARISING OUT OF (I) THE DEVELOPMENT OF THE PROPERTY BY STAGG, (II) THE CONSTRUCTION OF THE ROADS, (III) THE RELOCATION OF THE EXISTING EASEMENTS AND (IV) THE RELOCATION OF THE POWER AND TELEPHONE POLES, LINES AND EQUIPMENT AND GAS LINES, OR OTHER UTILITIES, IF ANY, INCLUDING, WITHOUT LIMITATION, ANY LOSS, COST OR DAMAGE RESULTING FROM INTERRUPTION OF ACCESS TO AND ELECTRICAL, TELEPHONE AND GAS SERVICE TO THE BURR PROPERTY OR TO THE CELL FACILITIES (A) AT ANY TIME DURING STAGG'S DEVELOPMENT OF THE PROPERTY AS A RESIDENTIAL PROJECT AND (B) AT THE TIME OF THE TRANSFER OF THE EXISTING ELECTRICAL, TELEPHONE AND GAS SERVICE TO THE REPLACEMENT UTILITIES AS CONTEMPLATED BY THIS AGREEMENT.

8. Stagg agrees to procure and maintain, at its expense and for its benefit and for the benefit of the parties indemnified in the preceding paragraph, in full force and effect at all times policies of insurance, including property, extended coverage and public liability insurance, with such companies, in such amounts, and under such forms of policies as are reasonably acceptable to Stagg, Burr and Cingular insuring against claims made during the period of the relocation of the Existing Easements and the construction of the roads and utilities in the New Easement Area. Stagg shall name Burr and Cingular, at no expense to Burr and Cingular, as additional insureds under such policies and Stagg shall use its best efforts to cause such policies to include a provision whereby the insurer waives its rights of subrogation against any named insured thereunder. Stagg shall provide Burr and Cingular evidence of such coverage at their request.

9. Stagg hereby grants, bargains, sells and conveys to Burr and to Cingular, effective upon the completion of the roads and utilities in the New Easement Area, a perpetual and permanent easement for ingress and egress (including trucks) across such roads (and from such roads to the Burr Property and the Cell Facilities) and for the installation and maintenance of utility wires, cables, conduits, and pipes, under, or along such roads (and from such roads to the Burr Property and the Cell Facilities) (the "New Easement"), 24 hours-a-day, 7 days-a-week, to and from the Burr Property and the Property on which the Cell Facilities are located. In the event such roads and utilities are not completed in the New Easement Area, then Stagg shall maintain and restore the Existing Easements to their condition immediately prior to the execution of this Agreement and such Existing Easements shall remain in full force and effect in accordance with the terms and conditions set forth in the documents described on **Exhibit "B"**.

10. Upon (a) said completion of the roads and utilities in the New Easement Area and (b) said extension of the Replacement Utilities, Stagg may thereafter, at its expense, (i) eliminate the existing roads and Temporary Easements within the Existing Easements across the Property which provide present access to the Burr Property and the Cell Facilities and (ii) subject to the rights of third parties, remove and dispose of the existing power poles, electric lines and other electrical facilities which are presently located on the Property within the existing Easements and that provide present electrical service to the Burr Property and to the Cell Facilities, all without compensation, payment or reimbursement to Burr or Cingular except as otherwise provided herein.

11. Upon (a) said completion of the roads and utilities in the New Easement Area, (b) said extension of the Replacement Utilities to the Burr Property and to the Cell Facilities, and (c) the parties executing an amendment to this Agreement granting to Burr and to Cingular a perpetual easement over the New Easement Area as provided for herein, Burr and Cingular shall promptly quitclaim, at no cost or expense to Burr or to Cingular, to Stagg all of Burr's and Cingular's right, title, interest and claim in and to the Existing Easements and the portion of the Property underlying the same so as to terminate and eliminate the Existing Easements.

12. Stagg, at its expense, shall prepare (to the reasonable satisfaction of Burr and Cingular) and record in the Office of the Judge of Probate of Shelby County, Alabama all quitclaim deeds and other conveyances and documents necessary to effectuate the intents, objectives and purposes of this Agreement.

13. Stagg shall pay all costs of the relocation of the utilities and the easements as described herein.

14. Burr shall not disturb or relocate that portion of the Existing Easements which encumber the Burr Property unless otherwise agreed to by Burr and Cingular.

15. The Dobbs, jointly and severally, hereby guarantee the full, prompt and complete performance by Stagg of all and singular the covenants, conditions and provisions

contained in this Agreement on the part of Stagg herein to be kept, observed and performed, with no less force and effect than if the undersigned were the owner of the Property, and the Dobbs will make good any and all defaults by Stagg occurring hereunder.

16. This Agreement and each of its agreements, covenants, provisions and terms, shall (a) inure to the benefit of and be enforceable by, and (b) be binding upon and be enforceable against, each of Stagg, the Dobbs, Burr, Cingular and their respective successors and assigns.

17. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and is governed in accordance with the internal laws of the State of Alabama, without regard to principles of conflicts of laws. With respect to any action concerning this Agreement, jurisdiction and venue shall be in the appropriate state or federal courts sitting in Alabama.

18. All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. The parties hereto ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease and this Agreement, this Agreement shall govern and control.

19. This Agreement may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Road and Utility Easement Agreement as of the date first written above.

STAGG RUN DEVELOPMENT, LLC

By: Homer L. Dobbs, Jr.
Its: MEMBER

Homer L. Dobbs, Jr.
Homer Lynford Dobbs

Homer Lynford Dobbs, Jr.
Homer Lynford Dobbs, Jr.

Deborah N. Burr
Deborah N. Burr

Robert L. Burr, Jr.
Robert L. Burr, Jr.
Executor, Estate of Robert Leslie Burr
Executor, Estate of Virginia Johnson Burr


✓ **NEW CINGULAR WIRELESS PCS, LLC,**
a Delaware limited liability company

By: Nellie Jabbari (SEAL)
Name: Nellie Jabbari
Its: Senior Manager-Partnerships/MLAs

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that HOMER L. DOBBS, JR., whose name as MEMBER of STAGG RUN DEVELOPMENT, LLC, a 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 officer 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 23rd day of JANUARY, 2007.



Notary Public


[NOTARIAL SEAL]

My commission expires: 8-30-08

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that HOMER LYNFORD DOBBS, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of JANUARY, 2007.



Notary Public

[NOTARIAL SEAL]

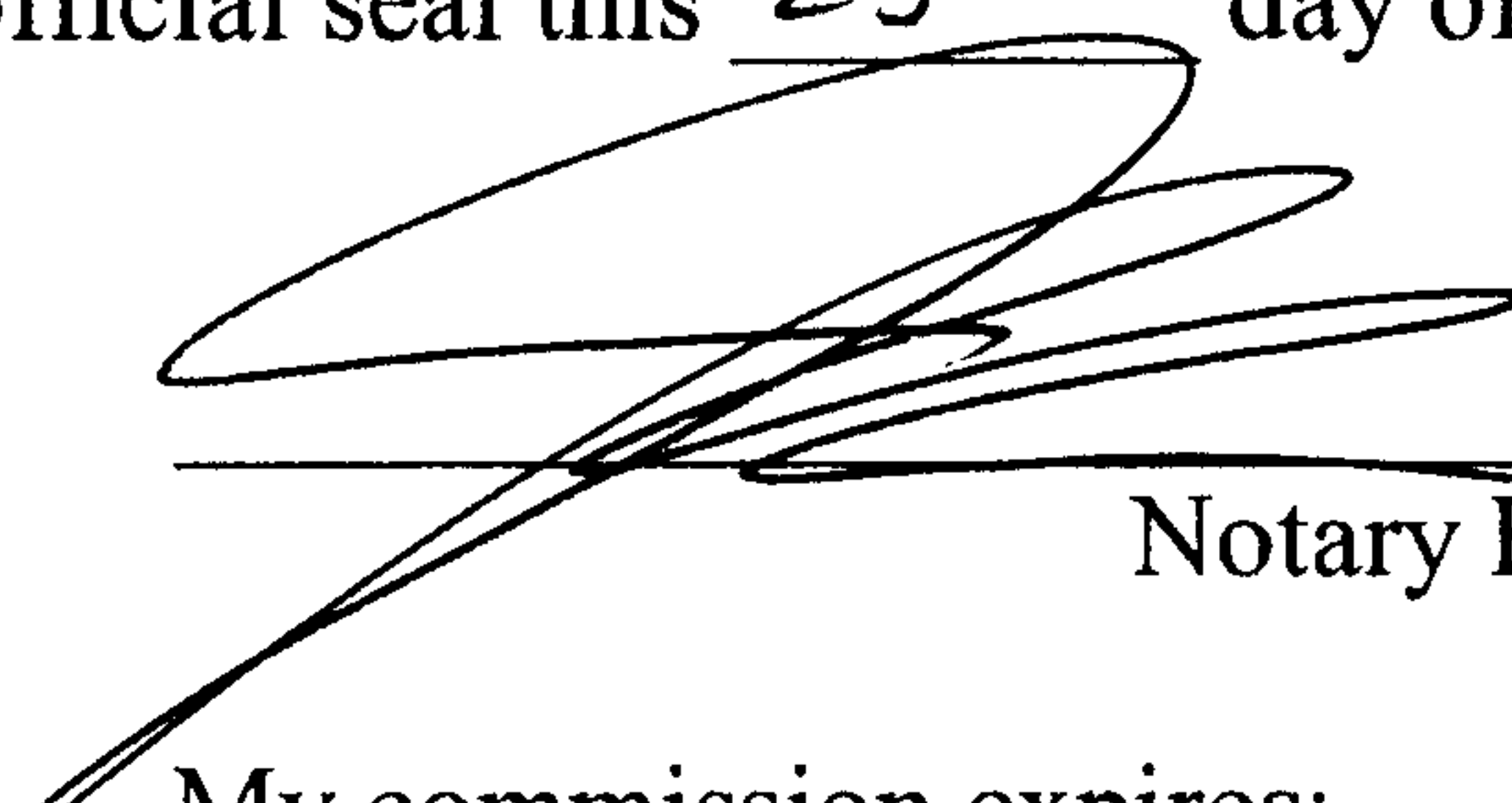
My commission expires: 8-30-08

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Shelby Cnty Judge of Probate, AL
02/23/2007 08:20:33AM FILED/CERT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that HOMER LYNFORD DOBBS, JR., 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of JANUARY, 2007.



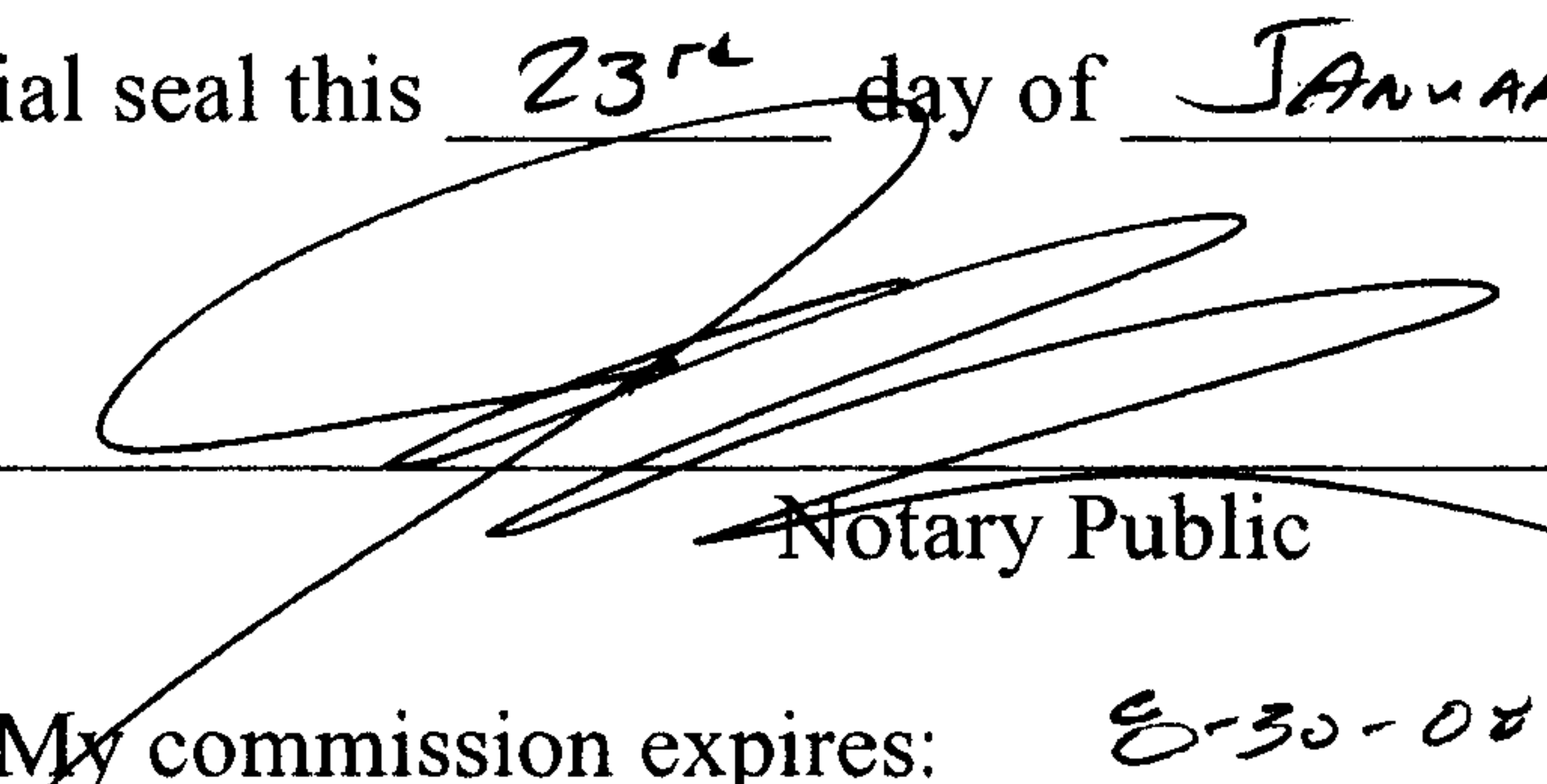
Notary Public
My commission expires: 8-30-09

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that ROBERT L. BURR, JR., 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of JANUARY, 2007.



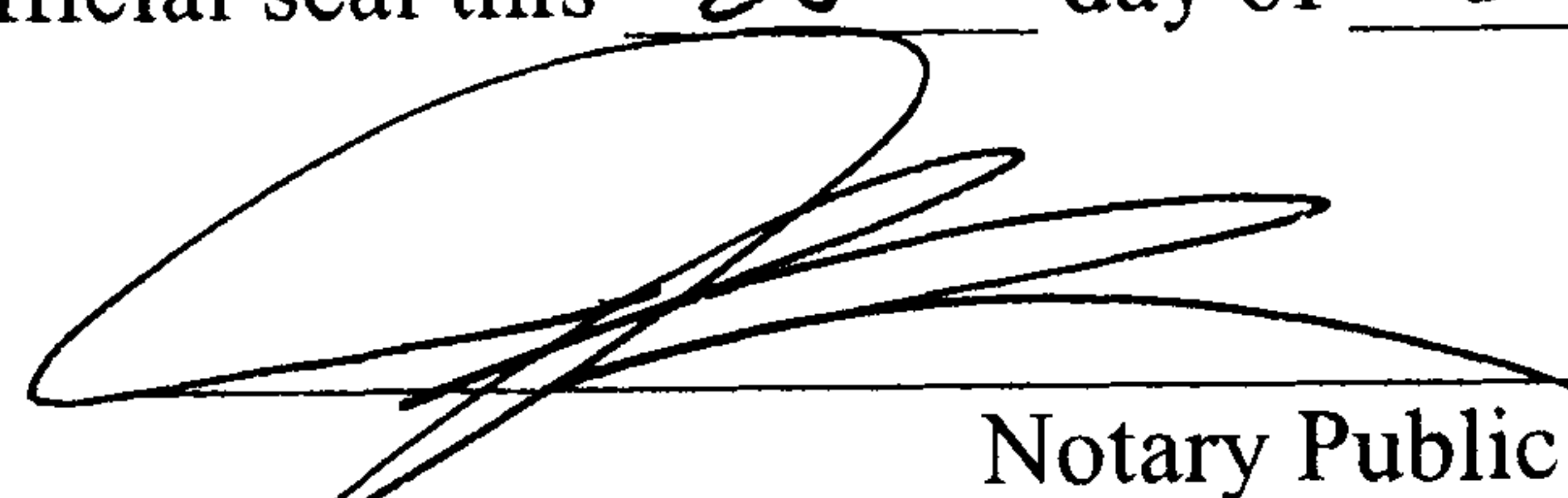
Notary Public
My commission expires: 8-30-08

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that DEBORAH N. BURR, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of JANUARY, 2007.


Notary Public

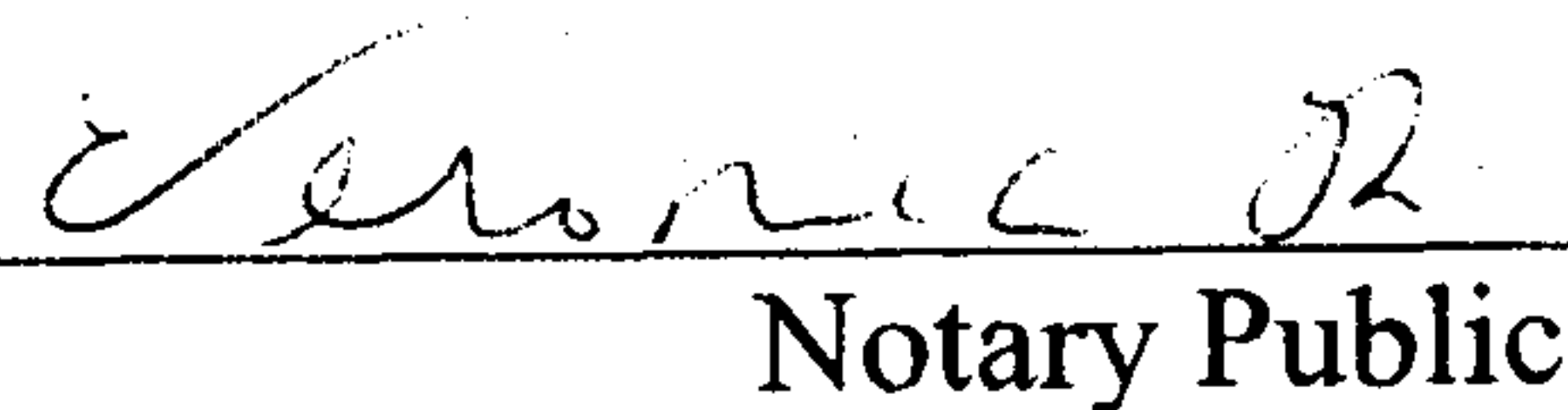
[NOTARIAL SEAL]

My commission expires: 8-30-08

STATE OF Georgia)
)
DeKalb COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Nellie Jabbari, whose name as Senior Manager-Partnerships/MLAs of NEW CINGULAR WIRELESS PCS, LLC, a Delaware 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, she, as such officer 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 14th day of February, 2007.


Notary Public

[NOTARIAL SEAL]

My commission expires: 03/27/10



Exhibit "A" p. 1

COMMITMENT

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Shelby Cnty Judge of Probate, AL
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SCHEDULE A

File No.: S-06-15155A

Commitment No.: C-S-06-15155A

EXHIBIT A

PARCEL ONE:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama. Including Lot 1, Burr's Addition to Indian Springs, as recorded in Map Book 23, Page 1, in the Probate Office of Shelby County, Alabama.

Less and Except the following parcels:

PARCEL I:

Proposed Lot 8, Stagg Run (CELL TOWER)

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 33; thence run in a Northerly direction along the East line of said quarter-quarter section an assumed bearing of North 00 degrees, 03 minutes, 51 seconds East for a distance of 48.57 feet to the point of beginning, also being the Southeast corner of proposed Lot 8, Stagg Run, also being the Northeast corner of proposed Lot 7, Stagg Run; thence run North 90 degrees, 00 minutes, 00 seconds West along the South line of said Lot 8, and also along the North Line of said Lot 7, for a distance of 258.73 feet to a point on the East right-of-way line of proposed Stagg Run Trail, also being on a curve to the right having a central angle of 13 degrees, 47 minutes, 03 seconds, a radius of 350.00 feet, and a chord bearing of North 05 degrees, 39 minutes, 21 seconds East; thence run in a Northeasterly direction along the arc of said curve and also said right-of-way line for a distance of 84.20 feet to a reverse curve to the left having a central angle of 39 degrees, 49 minutes, 40 seconds, a radius of 270.00 feet, and a chord bearing of North 07 degrees, 21 minutes, 58 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said right-of-way line for a distance of 187.68 feet to a reverse curve to the right having a central angle of 70 degrees, 25 minutes, 00 seconds and a radius of 30.00 feet and a chord bearing of North 07 degrees, 55 minutes, 42 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 36.87 feet to a point; thence run North 43 degrees, 08 minutes, 11 seconds East along said right-of-way line for a distance of 7.20 feet to the Northwest corner of said Lot 8, also being the Southwest corner of proposed Lot 9 Stagg Run; thence run North 89 degrees, 22 minutes, 15 seconds East along the North line of said Lot 8, also along the South line of said Lot 9, for a distance of 264.70 feet to the Northeast corner of said Lot 8, also being the Southeast corner of said Lot 9, also being on the East line of said quarter-quarter section; thence run South 00 degrees, 03 minutes, 51 seconds West along the East line of said Lot 8, also along the East line of said quarter-quarter line for a distance of 308.42 feet to the point of beginning. Said parcel of land containing 78,541 square feet, more or less.

**STEWART TITLE
GUARANTY COMPANY**

"This Commitment is not valid unless Schedule A, Schedule B Section - I and Schedule B Section - II are included."

Schedule A of this Commitment consists of 3 page(s)

Exhibit A p. 2
COMMITMENT

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Shelby Cnty Judge of Probate, AL
02/23/2007 08:20:33AM FILED/CERT

SCHEDULE A

File No.: S-06-15155A

Commitment No.: C-S-06-15155A

PARCEL II:

PROPOSED LOT 21, STAGG RUN (BURR LOT)

A parcel of land situated in the East one half of the Northwest quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter of said Section 33; thence run in an Easterly direction along the South line of said quarter-quarter section, an assumed bearing of South 87 degrees, 41 minutes, 42 seconds East, for a distance of 304.95 feet to the point of beginning, also being on the West line of proposed Lot 21 Stagg Run, also being on the East line of Proposed Lot 22 Stagg Run; thence run North 03 degrees, 53 minutes, 52 seconds East along the West line of said Lot 21, and also along the East line of said Lot 22, for a distance of 37.12 feet to the Northwest corner of said Lot 21, also being on the South line of proposed Lot 20 Stagg Run; thence run South 90 degrees, 00 minutes, 00 seconds East along the South line of proposed Lots 20 and 19 Stagg Run, and also along the North line of said Lot 21, for a distance of 251.40 feet to the Northeast corner of said Lot 21, also being on the West right-of-way line of proposed Stagg Run Circle, also being on a curve to the left, having a central angle of 89 degrees, 06 minutes, 13 seconds, a radius of 54.00 feet, and a chord bearing of South 22 degrees, 33 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve, and also along said right-of-way line, for a distance of 83.98 feet to the Easternmost corner of said Lot 21, also being the Northwest corner of a proposed park and common area of Stagg Run; thence run South 22 degrees, 53 minutes, 50 seconds West along the East line of said Lot 21, and also along the West line of said park and common area, for a distance of 160.84 feet to the Southeast corner of said Lot 21, also being the Northeast corner of proposed Lot 24 Stagg Run; thence run North 90 degrees, 00 minutes, 00 seconds West along the South line of said Lot 21, also along the North line of said Lot 24, for a distance of 232.74 feet to the Southwest corner of said Lot 21, also being the Southeast corner of said Lot 22; thence run North 03 degrees, 53 minutes, 52 seconds East along the East line of said Lot 21, and also along the West line of said Lot 22, for a distance of 181.53 feet to the point of beginning. Said parcel of land containing 56,339 square feet, more or less.

**STEWART TITLE
GUARANTY COMPANY**

"This Commitment is not valid unless Schedule A, Schedule B Section - I and Schedule B Section - II are included."

Schedule A of this Commitment consists of 3 page(s)

Exhibit "A" p. 3

COMMITMENT20070223000083130 12/18 \$62.50
Shelby Cnty Judge of Probate, AL
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File No.: S-06-15155B

Commitment No.: C-S-06-15155B


PARCEL THREE:

Part of the Northeast Quarter of the Northwest Quarter, Section 12, Township 19 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: From the Northeast corner of said Northeast Quarter of the Northwest Quarter run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 113.61 feet to a point on the West right of way line of Lorna Road, which is also the point of beginning; thence turn an angle to the left 104 degrees 00 minutes and run in a Southeasterly direction along the West right of way of Lorna Road for a distance of 182.35 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 100.00 feet; thence turn an angle to the left of 90 degrees 00 minutes and run in a Southeasterly direction for a distance of 131.75 feet to a point on the North right of way line of the Old Montgomery Highway; thence turn an angle to the right of 127 degrees 25 minutes and run in a Northwesterly direction along the North right of way of said Old Montgomery Highway for a distance of 46.61 feet; thence turn an angle to the right of 52 degrees 35 minutes and run in a Northwesterly direction for a distance of 75.86 feet; thence turn an angle to the right of 10 degrees 51 minutes and run in a Northwesterly direction for a distance of 48.44 feet; thence turn an angle to the left of 67 degrees 46 minutes and run in a Northwesterly direction 130.29 feet; thence turn an angle to the right of 65 degrees 00 minutes and run in a Northwesterly direction for a distance of 146.63 feet, more or less, to a point on the North line of said Quarter-Quarter Section; thence turn an angle to the right of 95 degrees 55 minutes and run in an Easterly direction along the North line of said Quarter-Quarter Section for a distance of 223.07 feet, more or less, to the point of beginning.

**STEWART TITLE
GUARANTY COMPANY**

"This Commitment is not valid unless Schedule A, Schedule B Section - I and Schedule B Section - II are included."

Schedule A of this Commitment consists of 2 page(s)

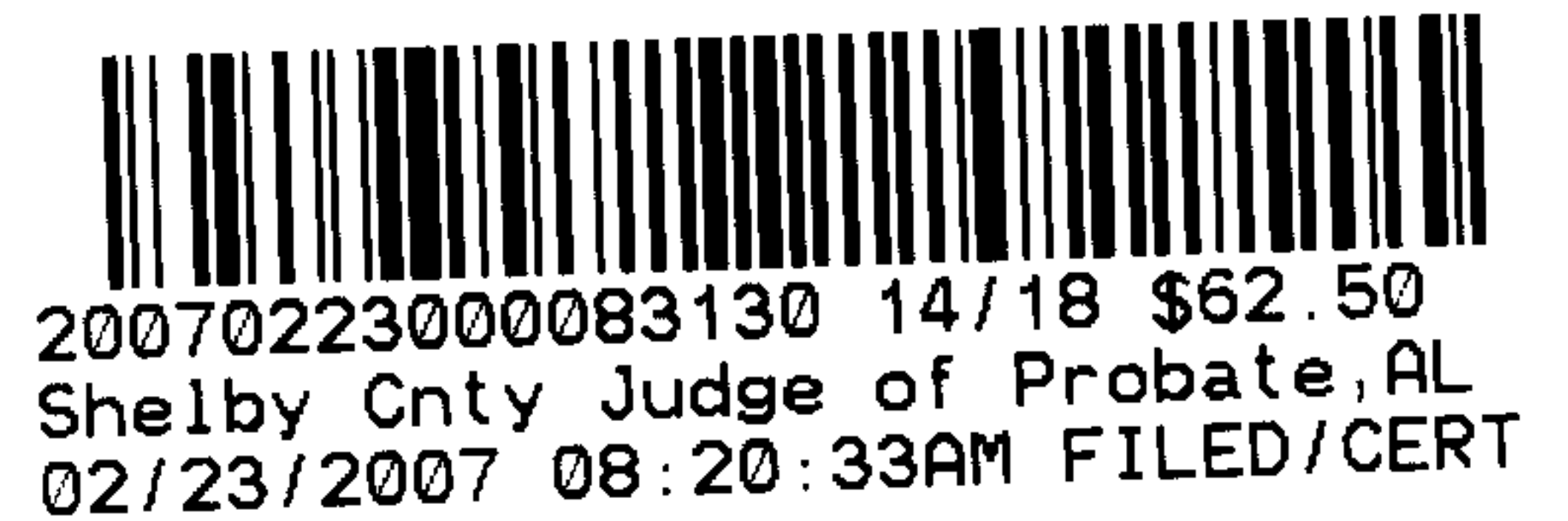


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PROPOSED LOT 21, STAGG RUN (BURR LOT)

A parcel of land situated in the East one half of the Northwest quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast quarter of the Northwest quarter of said Section 33; thence run in an Easterly direction along the South line of said quarter-quarter section, an assumed bearing of South 87 degrees, 41 minutes, 42 seconds East, for a distance of 304.95 feet to the point of beginning, also being on the West line of proposed Lot 21 Stagg Run, also being on the East line of Proposed Lot 22 Stagg Run; thence run North 03 degrees, 53 minutes, 52 seconds East along the West line of said Lot 21, and also along the East line of said Lot 22, for a distance of 37.12 feet to the Northwest corner of said Lot 21, also being on the South line of proposed Lot 20 Stagg Run; thence run South 90 degrees, 00 minutes, 00 seconds East along the South line of proposed Lots 20 and 19 Stagg Run, and also along the North line of said Lot 21, for a distance of 251.40 feet to the Northeast corner of said Lot 21, also being on the West right-of-way line of proposed Stagg Run Circle, also being on a curve to the left, having a central angle of 89 degrees, 06 minutes, 13 seconds, a radius of 54.00 feet, and a chord bearing of South 22 degrees, 33 minutes, 04 seconds East; thence run in a Southeasterly direction along the arc of said curve, and also along said right-of-way line, for a distance of 83.98 feet to the Easternmost corner of said Lot 21, also being the Northwest corner of a proposed park and common area of Stagg Run; thence run South 22 degrees, 53 minutes, 50 seconds West along the East line of said Lot 21, and also along the West line of said park and common area, for a distance of 160.84 feet to the Southeast corner of said Lot 21, also being the Northeast corner of proposed Lot 24 Stagg Run; thence run North 90 degrees, 00 minutes, 00 seconds West along the South line of said Lot 21, also along the North line of said Lot 24, for a distance of 232.74 feet to the Southwest corner of said Lot 21, also being the Southeast corner of said Lot 22; thence run North 03 degrees, 53 minutes, 52 seconds East along the East line of said Lot 21, and also along the West line of said Lot 22, for a distance of 181.53 feet to the point of beginning. Said parcel of land containing 56,339 square feet, more or less.




Proposed Lot 8, Stagg Run (CELL TOWER)

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 33; thence run in a Northerly direction along the East line of said quarter-quarter section an assumed bearing of North 00 degrees, 03 minutes, 51 seconds East for a distance of 48.57 feet to the point of beginning, also being the Southeast corner of proposed Lot 8, Stagg Run, also being the Northeast corner of proposed Lot 7, Stagg Run; thence run North 90 degrees, 00 minutes, 00 seconds West along the South line of said Lot 8, and also along the North Line of said Lot 7, for a distance of 258.73 feet to a point on the East right-of-way line of proposed Stagg Run Trail, also being on a curve to the right having a central angle of 13 degrees, 47 minutes, 03 seconds, a radius of 350.00 feet, and a chord bearing of North 05 degrees, 39 minutes, 21 seconds East; thence run in a Northeasterly direction along the arc of said curve and also said right-of-way line for a distance of 84.20 feet to a reverse curve to the left having a central angle of 39 degrees, 49 minutes, 40 seconds, a radius of 270.00 feet, and a chord bearing of North 07 degrees, 21 minutes, 58 seconds West; thence run in a Northwesterly direction along the arc of said curve and also along said right-of-way line for a distance of 187.68 feet to a reverse curve to the right having a central angle of 70 degrees, 25 minutes, 00 seconds and a radius of 30.00 feet and a chord bearing of North 07 degrees, 55 minutes, 42 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said right-of-way line for a distance of 36.87 feet to a point; thence run North 43 degrees, 08 minutes, 11 seconds East along said right-of-way line for a distance of 7.20 feet to the Northwest corner of said Lot 8, also being the Southwest corner of proposed Lot 9 Stagg Run; thence run North 89 degrees, 22 minutes, 15 seconds East along the North line of said Lot 8, also along the South line of said Lot 9, for a distance of 264.70 feet to the Northeast corner of said Lot 8, also being the Southeast corner of said Lot 9, also being on the East line of said quarter-quarter section; thence run South 00 degrees, 03 minutes, 51 seconds West along the East line of said Lot 8, also along the East line of said quarter-quarter line for a distance of 308.42 feet to the point of beginning. Said parcel of land containing 78,541 square feet, more or less.

EXHIBIT "C"


20070223000083130 15/18 \$62.50
Shelby Cnty Judge of Probate, AL
02/23/2007 08:20:33AM FILED/CERT

That certain Option and Lease Agreement between Robert L. Burr and BellSouth Mobility Inc. dated December 6, 1996 and recorded May 25, 2000 as Instrument No. 2000-17211 in the office of the Judge of probate of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
02/23/2007 08:20:33AM FILED/CERT

EXHIBIT "D"

"Easements"

An easment being 20.00 feet in width for ingress, egress and utilities on, over and across part of the East half of the Northwest Quarter and part of the Southwest Quarter of the Northwest Quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Commence at an iron pin inside a one inch pipe at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 33, Township 19 South, Range 2 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 0°03'46" East along the East line of the Northeast Quarter of the Northwest Quarter of said Section 33 for a distance of 165.00 feet to a iron pin; thence 90°00' left and run North 89°56'14" West for a distance of 115.00 feet to a iron pin; thence 90°00' right and run North 0°03'46" East for a distance of 65.00 feet to the point of beginning of the centerline of an easement being 20.00 feet in width for ingress, egress and utilities and being 10.00 feet each side of the following described centerline, said point of beginning being the beginning of a curve to the left, said curve to the left having a radius of 153.54 feet and a central angle of 15°32'16"; thence 90°00' left to the tangent of said curve to the left and run in a Northwesterly to Southwesterly direction along the arc of said curve to the left and said centerline for a distance of 41.64 feet to the end of said curve to the left; thence at tangent to said curve run South 74°31'30" West along said centerline for a distance of 500.68 feet to the beginning of a curve to the right, said curve to the right having a radius of 687.53 feet and a central angle of 9°58'30"; thence in a Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 119.70 feet to the end of said curve to the right; thence at tangent to said curve run South 84°30' West along said centerline for a distance of 146.17 feet to the beginning of curve to the left, said curve to the left having a radius of 116.39 feet and a central angle of 19°30'; thence in a Southwesterly direction along the arc of said curve to the left and said centerline for a distance of 39.61 feet to the end of said curve to the left; thence at tangent to said curve run South 65°00' West along said centerline for a distance of 49.26 feet to the beginning of a curve to the left, said curve to the left having a radius of 120.55 feet and a central angle of 36°30'; thence in a Southwesterly direction along the arc of said curve to the left and said centerline for a distance



Access Easement Continued.

of 76.79 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 88.38 feet and a central angle of 37°30'; thence in a Southwesterly to Southeasterly direction along the arc of said curve to the left and said centerline for a distance of 57.84 feet to the end of said curve to the left; thence at tangent to said curve run South 9°00' East along said centerline for a distance of 42.51 feet to the beginning of a curve to the right, said curve to the right having a radius of 214.23 feet and a central angle of 31°17'30"; thence in a Southeasterly to Southwesterly direction along the arc of said curve to the right and said centerline for a distance of 117.00 feet to the end of said curve to the right; thence at tangent to said curve run South 22°17'30" West along said centerline for a distance of 46.49 feet to the beginning of a curve to the left, said curve to the left having a radius of 246.11 feet and a central angle of 9°17'30"; thence in a Southwesterly direction along the arc of said curve to the left and said centerline for a distance of 39.91 feet to the end of said curve to the left; thence at tangent to said curve run South 13°00' West along said centerline for a distance of 57.79 feet to the beginning of a curve to the right, said curve to the right having a radius of 40.98 feet and a central angle of 81°00'; thence in a Southwesterly to Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 57.93 feet to the end of said curve to the right; thence at tangent to said curve run North 86°00' West along said centerline for a distance of 66.87 feet to the beginning of a curve to the left, said curve to the left having a radius of 62°13' and a central angle of 88°00'; thence in a Northwesterly to Southwesterly direction along the arc of said curve to the left and said centerline for a distance of 95.43 feet to the end of said curve to the left; thence at tangent to said curve run South 6°00' West along said centerline for a distance of 41.95 feet; thence 3°00' left and run South 3°00' West along said centerline for 74.63 feet to the beginning of a curve to the right, said curve to the right having a radius of 21.93 feet and a central angle of 117°35'34"; thence in a Southwesterly to Northwesterly direction along the arc of said curve to the right and said centerline for a distance of 45.00 feet to the end of said curve to the right; thence at tangent to said curve run North 59°24'26" West along said centerline for a distance of 5.88 feet to a point on the East line of the Southwest Quarter of the Northwest Quarter of said Section 33; thence 0°54' left and run North 60°18'26" West along said centerline for a distance of 18.97 feet to a point on the arc of the Southeasterly portion of the cul-de-sac right of way of Deer Mountain Circle having a radius of 50.00 feet and as shown and dedicated by the map of "First Addition to Indian Springs Ranch" as recorded in Map Book 4 Page 35, in the Probate Office of Shelby County, Alabama thence continue North 60°18'26" West along said centerline for a distance of 50.00 feet to the centerline radius point of said cul-de-sac of Deer Mountain Circle, said point being the point of ending of the centerline of said easement being 20.00 feet in width for ingress, egress and utilities Except that part of said easement lying within the right of way of Deer Mountain Circle.
All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

