


*This Instrument Prepared by and  
Return to:*

Daniel R. Paulsen  
Levick, Timm & Garfinkel, LLC  
770 Lake Cook Road, Suite 150  
Deerfield, IL 60015

(3)  
\$500.00

  
20070723000342030 1/9 \$35.50  
Shelby Cnty Judge of Probate, AL  
07/23/2007 10:30:16AM FILED/CERT

## EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is executed by J Steven Mobley, whose mailing address is 312- AL ("Parcel A Owner"), and **R.K.M. HELENA, LLC**, an Alabama limited liability company, whose mailing address is c/o R.K.M. Development, Corp., 100 2<sup>nd</sup> Avenue South, Suite 204, St. Petersburg, FL 33701 ("Parcel B Owner").

### **BACKGROUND**

Parcel A Owner and Parcel B Owner are owners of two parcels of real property, which are located in Shelby County, Alabama, near the northwest corner of the intersection of Shelby County Highway 52 and US Highway 261. The parcel owned by Parcel A Owner ("Parcel A") is more particularly described in attached Exhibit "A" and the parcel owned by Parcel B Owner is more particularly described in attached Exhibit "B" ("Parcel B").

Parcel B Owner desires to develop and construct certain improvements on Parcel B, including a free-standing retail drug store and related appurtenances, in general accordance with the site plan attached as Exhibit "C." (the "Site Plan") As part of that development plan, curb cuts and a related access drive onto Shelby County Highway 52 will be constructed on Parcel A and Parcel B in the approximate locations as depicted on the Site Plan (the "Highway 52 Access Drive").

For the consideration described in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Parcel A Owner desires to grant Parcel B Owner certain easements over portions of Parcel A for the benefit of Parcel B Owner on the terms and conditions as set forth herein.

### **OPERATIVE TERMS**

1. **Recitals.** The recitals set forth above are incorporated into this Agreement for all purposes.
2. **Grant of Parcel A Access Easement.** The Parcel A Owner, on behalf of itself and its respective heirs, assigns, successors, and legal and personal representatives, grants to Parcel B



Owner, for itself and its respective assigns, tenants, invitees, representatives, and successors, and all future owners of Parcel B, a perpetual non-exclusive appurtenant easement on, over, and under the Highway 52 Access Drive in the location depicted on the Site Plan for purposes of pedestrian and vehicular ingress and egress to and from Shelby County Highway 52 and Parcel B.

3. **Temporary Construction Easement.** To facilitate Parcel B Owner's construction of the Highway 52 Access Drive and related or otherwise contemplated improvements on Parcel B (the "Improvements"), Parcel A Owner grants to Parcel B Owner a temporary, non-exclusive easement, right, and privilege for construction related purposes over portions of Parcel A that Parcel B Owner may deem reasonably necessary to complete the construction of the Highway 52 Access Drive and the Improvements. Parcel A Owner hereby consents to the alteration or removal of any foliage by Parcel B Owner, its agents, employees or independent contractors, within Parcel A as may be necessary to facilitate construction. Other than foliage damage or removal in unimproved portions of Parcel A, Parcel B Owner shall restore any portions of Parcel A affected by the construction activities to substantially the same condition as they were in immediately before the construction activities. This temporary easement shall expire upon the completion of the construction the Improvements.

4. **Grant of Landscaping and Irrigation Easements within the Existing Easement.** Parcel A Owner hereby grants to Parcel B Owner, for its use, and the use and enjoyment of any owner or occupant of Parcel B, the exclusive right to install within Parcel A, landscaping and irrigation facilities and other improvements necessary for the usage thereof (collectively, the "Landscaping Improvements"), and thereafter Parcel B Owner shall have the right enter Parcel A to repair, maintain, and replace such Landscaping Improvements. All of the foregoing rights shall be deemed an easement running with and appurtenant to Parcel B.

5. **Negative Covenant.** Parcel A Owner shall not (i) construct any improvements on Parcel A without the prior written consent of the Parcel B Owner or (ii) engage in any act or omission that results or is likely to result in materially impeding, restricting, or otherwise adversely affecting the easement rights granted pursuant to this Agreement.

6. **Repairs and Maintenance of the Highway 52 Access Drive and the Landscaping Improvements.** Parcel B Owner shall have the right to enter Parcel A and to repair, maintain, and replace the Highway 52 Access Drive and the Landscaping Improvements. Parcel B Owner covenants and agrees for itself and its successors and assigns that it shall, at its sole cost, in a prudent and timely manner, subject to and in compliance with all with all applicable governmental laws, rules and regulations, inspect, monitor, manage, control, repair, and maintain the Highway 52 Access Drive and the Landscaping Improvements in a good, serviceable and safe condition.

7. **Permits and Approval.** Parcel A Owner shall cooperate with Parcel B Owner and use commercially reasonable efforts to assist Parcel B Owner, at Parcel B Owner's expense, to obtain those governmental permits and approvals necessary to construct the Highway 52 Access Drive and the Improvements as shown on the Site Plan.

8. **Successors and Assigns.** The easements granted pursuant to this Agreement and

covenants and restrictions imposed under this Agreement shall be easements, restrictions, and covenants running with the land and shall inure to the benefit and be binding upon the parties and their respective heirs, assigns, successors, and legal and personal representatives, including without limitation all subsequent owners of Parcel A and Parcel B or any portion of those parcels, and all persons claiming by, through, or under such persons or entities.

[signature page to follow]



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EXECUTED this 19<sup>th</sup> day of July, 2007.

J. St. Mob  
a Individual

By: J. St. Mob  
Name: J. STEVEN MOBLET  
Its: \_\_\_\_\_

R.K.M. HELENA, LLC  
an Alabama limited liability company

By: William Lloyd  
Name: William Lloyd  
Its: Managing Member



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STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J Steven Habley, whose name as individual of \_\_\_\_\_, a \_\_\_\_\_, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, ~~in his capacity as such~~ \_\_\_\_\_ and ~~with full authority~~, executed the same voluntarily for and as ~~the~~ his act of ~~said~~ \_\_\_\_\_ on the day the same bears date.

Given under my hand this the 19<sup>th</sup> day of July, 2007.

Name:

J 2 H L Hartman  
John L Hartman  
(TYPED OR PRINTED)

[NOTARIAL SEAL]

My commission expires: 8/4/09

STATE OF ~~FLORIDA~~ Alabama )  
COUNTY OF ~~PINELLAS~~ Jefferson )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that William C. Lloyd, whose name as Managing Member of R.K.M. Helena, LLC, a limited liability company formed under the laws of the State of Alabama, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, in his capacity as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 19<sup>th</sup> day of July, 2007.

Name:

J 2 H L Hartman  
John L Hartman  
(TYPED OR PRINTED)

[NOTARIAL SEAL]

My commission expires: 8/4/09

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PARCEL A**

A twenty (20) foot strip of land lying on the northeast side of Shelby County Highway #52, being located in part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, containing 0.20 acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minute 52 seconds and run in a Southwesterly direction for a distance of 134.98 feet to the point of beginning of the parcel herein described; thence continue the same course for a distance of 20.01 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 seconds and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of 61 degrees 57 minutes 41 seconds and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 43.26 feet; thence turn an angle to the right of 150 degrees 56 minutes 36 seconds from the chord of the last mentioned curve and run in a Southeasterly direction for a distance of 449.76 feet, more or less, to the POINT OF BEGINNING.



## EXHIBIT "B"

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### LEGAL DESCRIPTION OF PARCEL B

Part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, containing 1.95 Acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand, said rebar being the point of beginning of the parcel herein described; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minutes 52 seconds and run in a Southwesterly direction for a distance of 154.99 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 second and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle 89 degrees 44 minutes 09 second (89 degrees 26 minutes 40 seconds – Deed) and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 62.65 feet to a #5 rebar and being a point of reverse curve, said latest curve being in a Northwesterly direction and having a central angle of 17 degrees 34 minutes 27 second and a radius of 275.0 feet and the arc of said curve being the Southeast right of way line of Squire Drive and then run in a Northeasterly direction along the arc of the said curve and along the Southeasterly right of way line of Squire Drive for a distance of 84.35 feet to an existing iron rebar set by Amos Cory and being the Southwest Corner of Lot 7, Falliston First Sector; thence turn an angle to the right of 58 degrees 03 minutes 22 second from the chord of the last mentioned curve and run in an Easterly direction along the South Line of Lot 7, Falliston First Sector for a distance of 96.96 feet (96.78 feet – Deed) to an existing #4 rebar set by Farmer; thence turn an angle to the right of 40 degrees 29 minutes 27 seconds (40 degrees 27 minutes 30 seconds - Deed) and run in a Southeasterly direction along the Southwest line of Lot 8 and also the Southwest Line of Lot 24-A of said Falliston Subdivision for a distance of 308.66 feet, more or less, to the POINT OF BEGINNING.

### LESS & EXCEPT

A twenty (20) foot strip of land lying on the northeast side of Shelby County Highway #52, being located in part of the South Half of the Northeast Quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, containing 0.20 acres, more or less, and being more particularly described as follows:

COMMENCING at an existing #4 iron rebar set by Farmer and being the Southeast Corner of Lot 24-A, A resurvey of Lot 24, Falliston First Sector, as recorded in the Office of the Judge of

Probate of Shelby County, Alabama in Map Book 19 at Page 28, run in a Westerly direction along the South Line of said Lot 24-A for a distance of 157.06 feet to an existing iron rebar set by Waygand; thence turn an angle to the left of 108 degrees 00 minutes 43 seconds and run in a Southeasterly direction for a distance of 100.15 feet to an existing #5 rebar; thence turn an angle to the right of 61 degrees 17 minute 52 seconds and run in a Southwesterly direction for a distance of 134.98 feet to the point of beginning of the parcel herein described; thence continue the same course for a distance of 20.01 feet to an existing #5 rebar being on the Northeast right of way line of Shelby County Highway Number 52; thence turn an angle to the right of 91 degrees 19 minutes 29 seconds and run in a Northwesterly direction along the Northeast right of way line of Shelby County Highway Number 52 for a distance of 414.30 feet to a #5 rebar and being the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of 61 degrees 57 minutes 41 seconds and a radius of 40.0 feet and turn an angle to the right and run in a Northwesterly and Northerly and Northeasterly direction along the arc of said curve and along the existing road right of way line for a distance of 43.26 feet; thence turn an angle to the right of 150 degrees 56 minutes 36 seconds from the chord of the last mentioned curve and run in a Southeasterly direction for a distance of 449.76 feet, more or less, to the POINT OF BEGINNING.

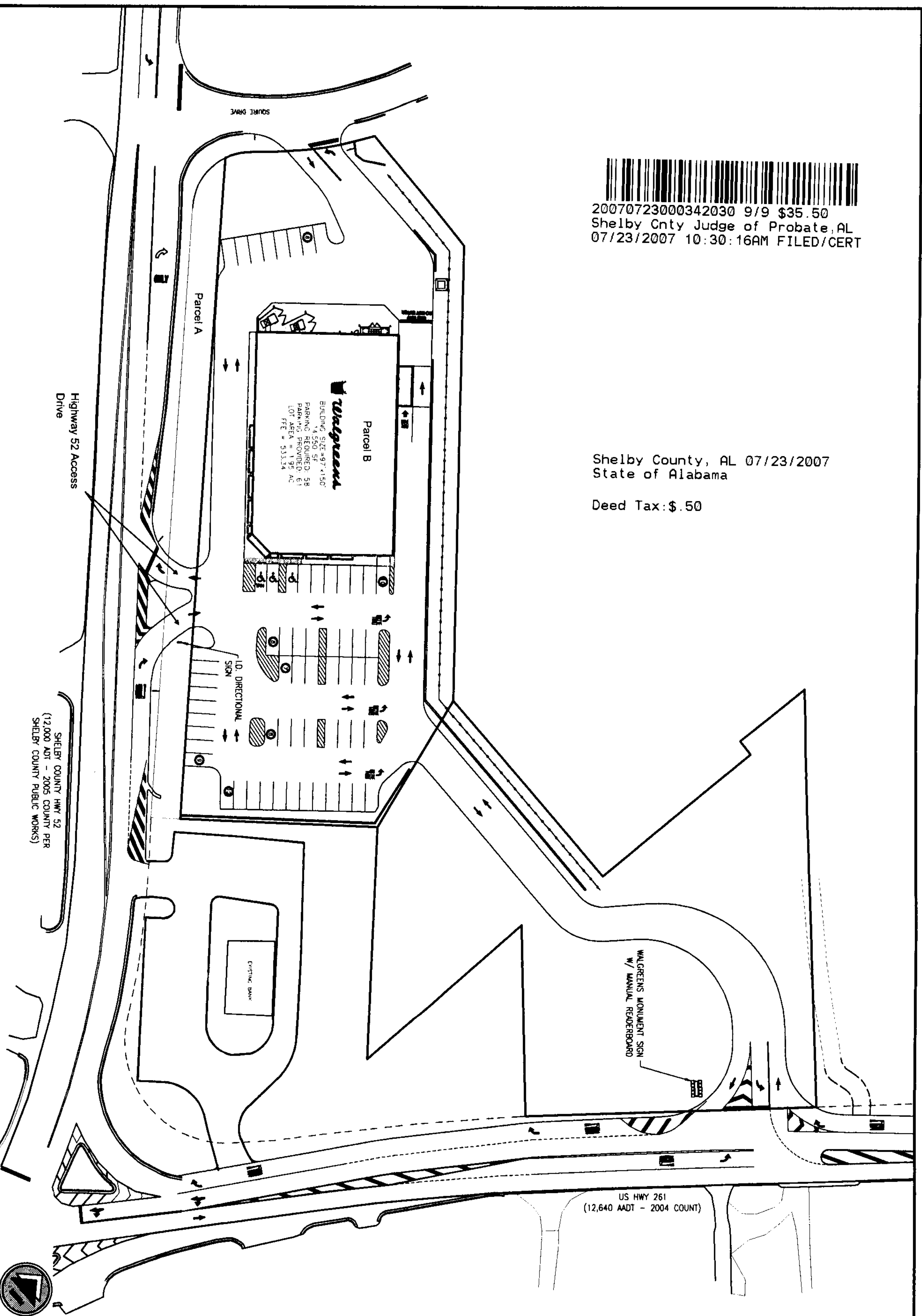




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Shelby County, AL 07/23/2007  
State of Alabama

Deed Tax: \$.50



**WALGREENS - HELENA, AL**  
STORE • 11099 INEC AL HIGHWAY 261 & COUNTY ROAD 521  
RKM HELENA, LLC



LBYD, Inc.  
716 South 20th Street  
Birmingham, AL 35233  
Phone (205) 251-4500  
Fax (205) 458-0230

SITE PLAN  
EXHIBIT

DATE 5/14/07

DRAWN SC

CHECKED RM

SCALE 1"=60'

JOB C0775

DRAWING SHEET

C1

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