

Shelby County, AL 10/21/2008
State of Alabama

Deed Tax: \$1.00

State of Alabama)
County of Shelby)

20081021000412720 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
10/21/2008 01:10:06PM FILED/CERT

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into on this the 17th day of October, 2008 by and between SAC, LLC, an Alabama limited liability company, whose address is 1100 E. Park Drive, Suite 400, Birmingham, Alabama 35235, ("Grantor") and CSA Properties, Inc., an Alabama corporation ("CSA"), whose address is 1100 E. Park Drive, Suite 400, Birmingham, Alabama 35235.

RECITALS:

WHEREAS, Grantor is the fee simple owner of those certain two lots situated in the City of Pelham, Shelby County, Alabama, more particularly described on Exhibit A attached hereto (individually, "Lot 3" or "Lot 4", or collectively, the "SAC Property"); and

WHEREAS, CSA and Alabama CVS Pharmacy, L.L.C. are landlord and tenant, respectively, under that certain Lease (Reverse Build-to-Suit) dated January 17, 2008, as amended by the First Amendment to Lease dated February 11, 2008 (the "Lease"), for the lease of premises located at the southwest corner of County Road 52 East and Huntley Parkway in the City of Pelham, Shelby County, Alabama, more particularly described on Exhibit B attached hereto and incorporated by reference herein (the "CVS Premises"); and

WHEREAS, a survey by Sain & Associates, Inc., dated October 3, 2008 attached hereto as Exhibit C (the "Survey") discloses that certain improvements located on the CVS Premises encroach partially onto the SAC Property. Said improvement encroachments (the "Encroachments") are more completely described as follows: a strip of asphalt onto the northeast boundary of Lot 4; a concrete flume at the southwest boundary of the CVS Premises onto the southerly portion of Lot 4; and a concrete flume lying outside the cross-access easement at Huntley Parkway onto the northerly portion of Lot 3; and

WHEREAS, the Encroachments are more particularly described as the "circled" areas on the Survey; and

WHEREAS, Grantor intends by this Agreement to establish and convey to CSA the right and easement to use and enjoy and have access to the Encroachments but subject to the terms and conditions as stated herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Grantor and CSA hereby covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, Grantor does hereby establish, create, grant, sell and convey for and unto CSA a perpetual, non-exclusive easement (the "Easement") over, across and upon that portion of the SAC Property on which the

Encroachments are situated for the purpose of storm water drainage, access, use of and ingress and egress.

2. Other than the rights granted herein by this Agreement, CSA hereby disclaims any right, title or interest in any portion of the SAC Property by reason of the Encroachments. The Easement shall not be construed as conveying fee simple title to CSA by adverse possession, prescription or otherwise.

3. CSA agrees that should the Encroachments be removed by it, or its successors and assigns, at any time, all rights granted under this Agreement shall immediately become null and void.

4. Nothing herein shall be construed as modifying, amending or revoking any term, condition or covenant contained within the Declaration of Easements, Covenants, Conditions and Restrictions dated February 29, 2008 and recorded on March 6, 2008 at Instrument No.: 20080306000091940 in the Probate Office of Shelby County, Alabama (the "Declaration"), and Grantor hereby reaffirms its reservation of rights as set forth in the Declaration, including all rights to grant further easements and all rights to develop properties adjoining the CVS Premises and further including without limitation those certain rights described in Paragraph (b) of Section 5 of the Declaration entitled "Drainage Easement".

5. The Easement granted herein shall run with the land and shall be appurtenant to the CVS Premises and the SAC Property.

6. This Agreement shall be binding upon, and inure to the benefit of, Grantor and CSA and their respective successors and assigns, including without limitation, all subsequent owners and/or tenants of the SAC Property and the CVS Premises and all persons claiming under them.

7. This Agreement shall be construed and governed according to the laws of the State of Alabama.

8. This Agreement may not be modified, amended or terminated except by written instrument executed by the then owner of the CVS Premises and the then owners of Lot 3 and Lot 4.

9. The easement made by Grantor herein shall be subject to any and all encumbrances, reservations, mining and mineral right reservations, conditions, covenants, easements and restrictions, if any, of record and affecting the use of the easement conveyed herein.

[Remainder of Page Left Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties by and through their authorized representatives have caused this Agreement to be properly executed as of the day and year first above written.

GRANTOR: SAC, LLC, an Alabama limited liability company

Eugene K. Cole
By: Eugene K. Cole
Its: Managing Member

CSA PROPERTIES, Inc., an Alabama corporation

Samuel W. Sharp
By: Samuel W. Sharp
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Eugene K. Cole, managing member of SAC, LLC, an Alabama limited liability company, 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, 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 and official seal this the 15th day of October, 2008.

Frances Seale
Notary Public
My commission expires: May 31, 2009

AFFIX SEAL

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Samuel W. Sharp, president of CSA Properties, Inc., an Alabama corporation, 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, as such president and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 17 day of October, 2008.

Pronda Largin Lyles
Notary Public
My commission expires: 1-31-2011

AFFIX SEAL



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EXHIBIT A
SAC PROPERTY

Lots 3 and 4, according to the survey of Pelham Town Center, recorded at Map Book 39, Page 69 in the Probate Office of Shelby County, Alabama.

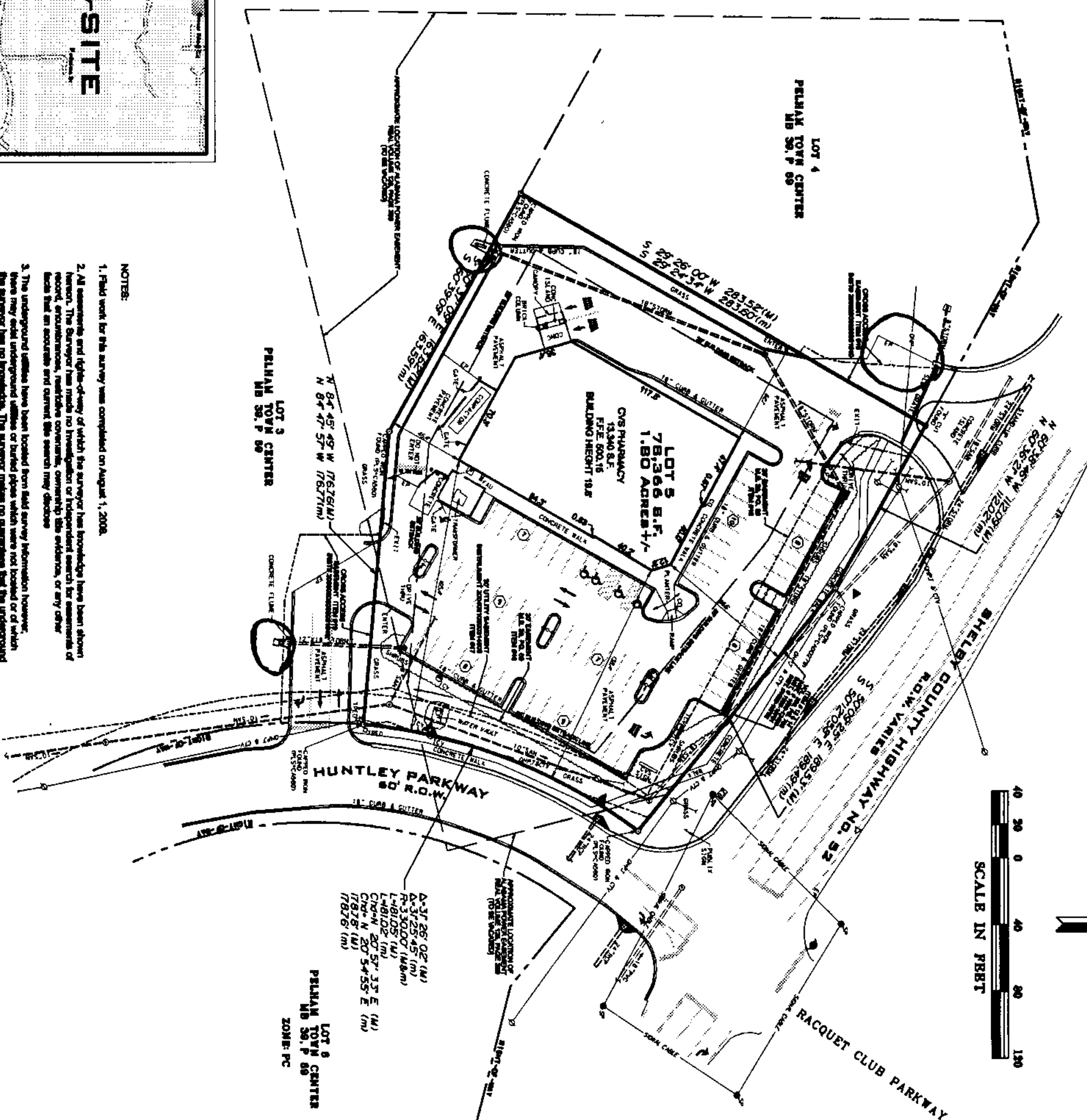
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EXHIBIT B
CVS PREMISES

**Lot 5, according to the survey of Pelham Town Center, recorded at Map Book 39, Page 69 in the
Probate Office of Shelby County, Alabama.**

●	BOLLARD (GUARD POST)
○	CLEANOUT
Δ	DELTA
⊞	ELECTRICAL BOX
⊞	WATER PARCELT
⊞	FLYIE INORDANT
⊞	SINKAGE CONNECTION
⊞	DAS METER
Δ	DAS VALVE
⊞	INITIATION CONTROL VALVE
(M)	MEASURED DISTANCE
(M)	MAP DISTANCE
⊞	MAIL BOX
③	PAINTING COAT
⊞	POWER METER
⊞	SMALL SIGN
⊞	SIGNAL POLE
⊞	STANDARD SINKER MANHOLE
⊞	STORM MANHOLE
⊞	TELEPHONE PEDESTAL
⊞	STORM DRAIN INLET
⊞	LIGHT STANDARD
⊞	SET CAPPED IRON (CA-00279
⊞	WATER VALVE
⊞	RETAINING WALL
⊞	STORM PIPE
⊞	SEWAGE SINKER PIPE
⊞	PROPERTY LINE
⊞	TABLE LINE
⊞	OVERHEAD POWER, TELEPHONE
⊞	TABLE LINE
⊞	FLYIE OF PARCELT
⊞	EDGE OF PARCELT
⊞	ESCAPEMENT LINE
⊞	BUILDING SETBACK LINE

A vicinity map showing the location of the site. The map includes major roads such as Highway 101, Highway 1, and Highway 2. The site is marked with a star and labeled "SITE". Other landmarks include the "San Francisco Bay" and "San Francisco International Airport".

[illegible]

Lot 5, according to the Survey of Pathman Town Center, as recorded on November 30, 2007 in Map Book 36, page 68, in the Probate Office of Shelby County, Alabama.

1. Debita, linea, extraneitas, adverse claims or other matters, if any, created, that appearing in the public records or attaching subsequent to the advance sale and prior to the date the proposed insured requires for value of record the estate or interest or mortgage herein covered by this Commitment.

2. Anyor has no knowledge of any.

3. All taxes for the year 2008 and subsequent years, not yet due and payable.

6. Any law, or right to a law, for workers, labor, or essential liberties or freedom curtailed, imposed by law and not shown by the public records. This cannot be addressed by a surveyor.
7. Teams or special assessments which are not shown as adding value by the public records. This cannot be addressed by a surveyor.

10. Coverage afforded by the ALTA 7-08 is excluded. This can not be addressed by a surveyor.
11. Easement to the City of Peoria, as recorded in Instrument 1600-18754 and Instrument 1600-18755, in the Public Office of Study County, Alabama. This does not affect subject property.
12. Rights of Way granted to Alabama Power Company by instrument recorded in Volume 182, page 250 and Volume 182, page 351 in the Public Office of Study County, Alabama. Volume 182, page 286 does affect subject property and is shown as shown.

15. Estimated total use and Maintenance Agreement, as recorded in Instrument 1999-12460, for the Sheslay County, Alaska.

19. Conversely, conflicts, weaknesses and assessments regarding Alabama Power Company recorded in document #202008030000971940 in the Probable Cause of Safety Company, Alabama. This does affect subject property and is shown on survey.

20. Right of way granted to Alabama Power Company by Shively County recorded in document #202008030000971970 in the Probable Cause of Safety Company, Alabama. This does affect subject property but is a defined easement and cannot be negatively shown.

According to the National Scientific Foundation (NSF) (2006), the Survey, jointly established and adopted by ALTA and NSRF, has been established and adopted by ALTA and NSRF in 2005, and includes items 1-6, 8, 10, 11a and 13 of Table A from Pursuant to its Accuracy Statement as adopted by ALTA, NSRF, and its effect on the date of the certification, it is required to certify that in its professional opinion, as a firm and surveyor registered in the State of Missouri, the following "Practical Accuracy" of the survey does not exceed that which is specified herein:

Patricia H. Haggard, PLS
S&H Associates, Inc.
Alabamian Reg. No. 262365
Date: 10-03-2005



Sain Associates, Inc./Consulting Engineers/Surveyors

Phone: (205) 840-8420, FAX: (205) 840-8433
Suite 200, 244 West Valley Avenue • Birmingham, Alabama 35209

LAG INVESTMENTS, LLC
HILLSBOROUGH, CA

DWG. NO. S1-R0	DRAWN BY C.Q.D.	CHECKED BY P.H.R.	JOB NO. 08-0356
	SCALE 1" = 40'		DATE 10-03-2008

DESCRIPTION	REVISIONS