

THIS INSTRUMENT PREPARED BY:
WALLACE, ELLIS, FOWLER, HEAD & JUSTICE
ATTORNEYS AT LAW
P. O. BOX 587
COLUMBIANA, AL 35051

TEMPORARY EASEMENT AGREEMENT

STATE OF ALABAMA)

PROJECT NO. BR-7118(601)

SHELBY COUNTY)

TRACT NO. 2

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$6,500.00) cash in hand paid, receipt whereof is hereby acknowledged, we (I), the undersigned grantor(s) KUMBLA, L.L.C. have (has) this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the STATE OF ALABAMA a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over, and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Shelby, State of Alabama (the "Easement Parcel").

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right of way map of Project No. BR-7118(601) of record in the Alabama Department of Transportation, a copy of which is also deposited in the Office of the Judge of Probate of Shelby County, Alabama as an aid to persons and entities interested therein and as shown on the property plat attached hereto and made a part hereof:

Parcel 2 – Kumbla, L.L.C. of Alabama

A part of Section 30, Township 20 South, and Range 2 West identified as Tract No. 2 of Project BR-7118(601) in Shelby County, Alabama and being more particularly described as follows:

Begin at the Northerly most corner of Lot 1, Weatherly Commercial Subdivision as recorded in Map Book 21, Page 60 in the Office of the Judge of Probate, Shelby County, Alabama, said corner being on the easterly right-of-way of Shelby County Highway 11, and also being 70.79 feet right of the construction centerline station 100+42.76 according to Project Number BR-7118 (601); thence from the point of beginning thus obtained run in a southeasterly direction along the easterly line of Lot 1 a distance of 19.21 feet to a point 90 feet right of construction centerline station 100+43.10; thence deflect left 80° 28' 18" and run in a northeasterly direction a distance of 168.77 feet to a point 115.00 feet right of construction centerline station 102+10.00; thence deflect left 01° 23' 39" and run in a northeasterly direction a distance of 120.93 feet to a point 130.00 feet right of construction centerline station 103+30.00; thence deflect left 07° 07' 28" and run in a northeasterly direction a distance of 141.37 feet to a point on a curve to the left having a radius of 2,421.70 feet, delta angle of 03° 12' 57" and a chord of 135.91 feet, said point being 130.00 feet right of construction centerline station 104+71.37; thence deflect left 01° 36' 29" to the chord of said curve and run in a northeasterly direction along the arc of said curve a distance of 135.93 feet to a point 130.00 feet right of construction centerline

station 106+00.00; thence from the chord of said curve deflect left 91° 36' 31" and run in a northwesterly direction a distance of 30.00 feet to a point on a curve to the left having a radius of 2,391.70 feet, delta angle of 02° 45' 01" and a chord of 114.79 feet, said point being 100.00 feet right of construction centerline station 106+00.00; thence deflect right 88° 37' 30" from the chord of said curve and run in a northeasterly direction along the arc of said curve 114.80 feet to a point being 100.00 feet right of construction centerline station 107+10.00; thence deflect left 91° 22' 30" from the chord of said curve and run in a northwesterly direction 20.00 feet to a point on a curve to the left having a radius of 2,371.70 feet, delta angle of 02° 26' 48" and a chord of 18.49 feet, said point being 80.00 feet right of construction centerline station 107+10.00; thence deflect right 89° 46' 36" to the chord of said curve and run in a northeasterly direction along the arc of said curve 18.49 feet to a point being 80.00 feet right of construction centerline station 107+27.87; thence deflect left 133° 32' 29" from the chord of said curve and run in a southwesterly direction a distance of 52.87 feet to a point on the easterly right-of-way of Shelby County Highway 11, said point on a curve to the right having a radius of 2,331.70 feet, delta angle of 05° 31' 52" and a chord of 225.01 feet being 41.81 feet right of the construction centerline station 106+92.24; thence deflect left 42° 56' 28" to the chord of said curve and run in a southwesterly direction along the arc of said curve and easterly right-of-way 225.09 feet to a point being 41.47 feet right of construction centerline station 104+71.16; thence deflect right 02° 45' 51" from the chord of said curve and run in a southwesterly direction along easterly right-of-way 273.00 feet to a point being 41.04 feet right of construction centerline station 101+98.16; thence deflect left 16° 41' 57" and run in a southwesterly direction along easterly right-of-way 104.40 feet to a point being 70.88 feet right of construction centerline station 100+98.12; thence deflect right 16° 41' 57" and run in a southwesterly direction along easterly right-of-way 55.36 feet to the point of beginning, and containing 47.836 Square Feet or 1.10 Acres, more or less.

TO HAVE AND TO HOLD the said easement and right of way unto the State of Alabama and unto its successors and assigns for a period of 3 years, or until completion of Project No. BR-7118(601) whichever is later, provided, however, in no event longer than 4 years from the date hereof. At the expiration hereof, and upon leaving the property at the conclusion of the project, the State of Alabama agrees that, at its sole expense, it will substantially restore the original ground surface and topography to the condition as it existed at the time of the execution of this document and will fertilize and permanently vegetate all disturbed areas of soil within the easement area. It is understood and agreed that neither Kumbla, L.L.C., nor any of its Members or owners, shall be liable in any way for any claims or causes of action whatsoever which may be asserted by any person, firm, or corporation, as the result of the State of Alabama's or its contractors', agents', servants', or employees' exercise of any rights hereunder.

And the said grantor(s) hereby covenant(s) with the State of Alabama that we (I) are (am) lawfully seized and possessed of the afore-described tract or parcel of land; that we (I) have a good and lawful right to convey it; that it is free from all encumbrances; and that I (we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the 3rd day of ~~October~~, 2011.
November,

KUMBLA, L.L.C.

By: [Signature]

Its MANAGING MEMBER

LAKSHMIKANTHA KUMBLA



20111222000388720 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/22/2011 04:06:29 PM FILED/CERT

~~XXXXXXXXXXXXXXXXXXXX~~
SHELBY COUNTY, ALABAMA, a political subdivision
of the State of Alabama

BY: [Signature]

Kenneth R. Cole, County Engineer

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LAKSHMIKANTHA KUMBALA, whose name as MANAGING MEMBER of Kumbla, L.L.C., 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 such 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 the 3rd day of NOVEMBER, 2011.

[Handwritten Signature]

Notary Public

STATE OF ALABAMA
COUNTY OF SHELBY

~~I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of the State of Alabama, 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 such instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said State of Alabama.~~

~~Given under my hand and official seal, this the _____ day of _____, 2011.~~

~~_____
Notary Public~~

STATE OF ALABAMA
COUNTY OF SHELBY


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kenneth R. Cole, whose name as County Engineer of Shelby County, Alabama, a political subdivision of the State of Alabama, 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 such instrument, he, as such County Engineer and with full authority, executed the same voluntarily for and as the act of said Shelby County, Alabama.

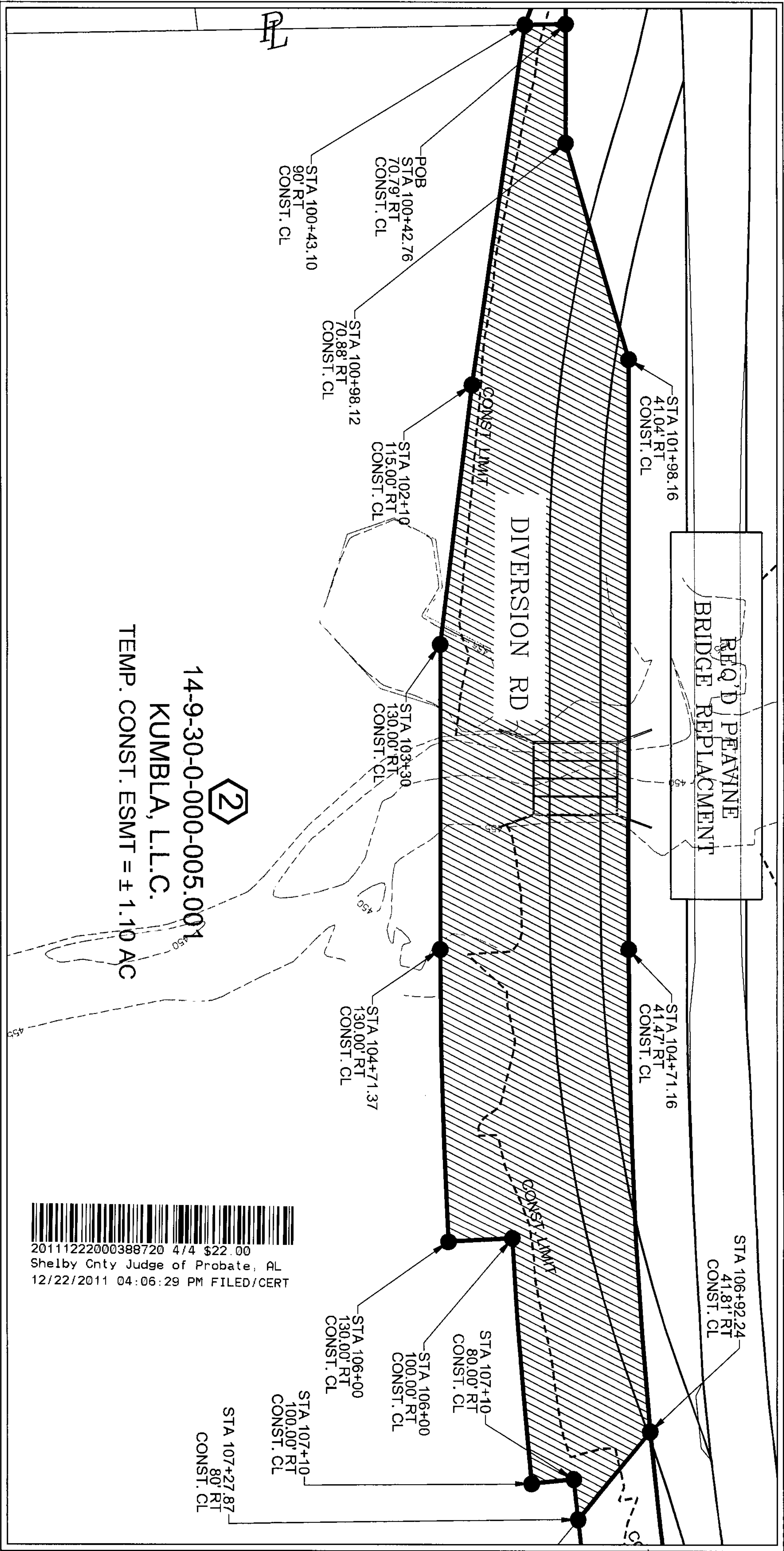
Given under my hand and official seal, this the 15th day of November, 2011.

[Handwritten Signature]

Notary Public

My Commission Expires 03-18-2012


20111222000388720 3/4 \$22.00
Shelby Cnty Judge of Probate: AL
12/22/2011 04:06:29 PM FILED/CERT



2

14-9-30-0-000-005.001
KUMBLA, L.L.C.
TEMP. CONST. ESMT = ± 1.10 AC

TRACT NO. 2

SCALE 1"=60'



SHELBY COUNTY HIGHWAY DEPARTMENT

COUNTY ROAD 11 BRIDGE REPLACEMENT
CROSSING PEAVINE CREEK

TRACT NUMBER	OWNER	TEMPORARY CONST. EASEMENT (TCE)	
		ACRES	SQUARE FEET
2	KUMBLA, L.L.C.	± 1.10 AC	47,836 ft ²