

\$ 500.00



20121106000427680 1/6 \$27.50  
Shelby Cnty Judge of Probate, AL  
11/06/2012 03:42:40 PM FILED/CERT

This instrument prepared by and  
upon recording, should be returned to:

Joe F. Lassiter III  
Maynard, Cooper & Gale, P.C.  
1901 6th Avenue North  
2400 Regions/Harbert Plaza  
Birmingham, AL 35203-2618  
(205) 254-1181

STATE OF ALABAMA     )  
                                      )  
SHELBY COUNTY         )

**TEMPORARY CONSTRUCTION**  
**EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (this  
“Agreement”) is made as of the 15 day of November, 2012, by **GAS BOYS 280, LLC**, an  
Alabama limited liability company (the “Grantor”) in favor of **ORANGE – HOOVER, LLC**, an  
Alabama limited liability company (the “Grantee”).

**RECITALS**

A. Grantor is the owner of that certain parcel of real estate located in Shelby County,  
Alabama, more particularly described on Exhibit A attached hereto and incorporated herein by  
reference (“Parcel AB-2”).

B. Grantee is the owner of that certain parcel of real estate contiguous to Parcel AB-  
2 and located in Shelby County, Alabama, more particularly described on Exhibit B attached  
hereto and incorporated herein by reference (“Parcel AB-1”).

C. Grantor and Grantee, among others, are parties to that certain Amended and  
Restated Site Work Agreement dated October 23, 2012 (the “Site Work Agreement”).  
Capitalized terms not further defined herein shall have the meaning assigned in the Site Work  
Agreement.

D. Per the terms of the Site Work Agreement, Grantee has the right and obligation to  
perform the Parcel AB-2 Site Work and the Access Roadway Work (collectively, the “Work”) on  
Parcel AB-2 and the parties have executed this Agreement in connection therewith.

Shelby County, AL 11/06/2012  
State of Alabama  
Deed Tax: \$.50

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars in hand paid to Grantor, the covenants and agreements contained herein and in the Site Work Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey to Grantee, upon the conditions and subject to the limitations hereinafter set forth, the easement hereinafter set forth.

**TO HAVE AND TO HOLD** said easement unto Grantee, its successors and assigns until such easement shall expire as provided herein.

Grantor covenants with Grantee that it owns in fee the real property herein conveyed, and that it has a good right to execute this Agreement and to grant said easement.

1. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby declare, establish, grant, and convey, for the benefit of Parcel AB-1, a temporary construction easement appurtenant to Parcel AB-2 for the purpose of permitting Grantee to enter upon said Parcel AB-2 from time to time as necessary in order to perform the Work in accordance with the Site Work Agreement.

2. **EXPIRATION OF EASEMENT.** The easement granted pursuant to this Agreement shall expire by its terms with no further filing required of Grantor or Grantee on the earlier to occur of (i) final completion of the Work; or (ii) May 15, 2013.

3. **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.

4. **AMENDMENT.** This Agreement may be amended only by an instrument in writing duly executed by all owners who are affected by the terms of such amendment. No amendment shall be affected by any course of conduct or dealing among the owners or by custom or practice.

5. **SEVERABILITY.** The provisions of this Agreement are severable, and in the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

6. **GOVERNING LAW.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESS:

GRANTOR:

<sup>280</sup>  
GAS BOYS, LLC, an Alabama limited liability company

SA Wal  
Print Name: CHARLES K. McPherson, Sr.  
Steven Cornblum

By: [Signature]  
Charles K. McPherson, Sr.  
Its Managing Member

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby <sup>280</sup>certify that Charles K. McPherson, Sr., whose name as the Managing Member of Gas Boys, LLC, 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 said easement, he as such Managing Member 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 2<sup>ND</sup> day of November, 2012.

[Signature]  
Notary Public

AFFIX SEAL

My commission expires: 4/2013


WITNESS:

GRANTEE:

**ORANGE - HOOVER, LLC**, an Alabama limited liability company

  
Print Name: Connie Russell

By:

  
Robert Jason Price  
Its Manager

STATE OF ALABAMA     )

SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert Jason Price, whose name as the Manager of Orange - Hoover, LLC, 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 said easement, he as such Manager 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 1<sup>st</sup> day of November, 2012.

  
Notary Public

AFFIX SEAL

My commission expires: 11/2/13

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: November 2, 2013  
BONDED THRU NOTARY PUBLIC UNDERWRITERS


**EXHIBIT "A"**  
**to**  
**Temporary Construction Easement Agreement**

**Legal Description of the Parcel AB-2**

Lot 2, according to the plat of CVS/Hoover Subdivision, as recorded in Map Book 43  
Page 44, in the Probate Office of Shelby County, Alabama.

**EXHIBIT A**

Lot 1, according to the plat of MAC/Hoover Subdivision, as recorded in Map Book 43, Page 44,  
in the Probate Office of Shelby County, Alabama.

  
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