

\$500.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

AGREEMENT FOR SLOPE AND DRAINAGE EASEMENTS

This Agreement for Slope and Drainage Easements (this "Agreement") is by and between Monroe Properties, LLC ("Monroe") and Wilson Family Real Estate, LLC ("Wilson") is dated as of the 21st day August, 2013.

BACKGROUND

Wilson owns a 7 acre parcel of undeveloped land located in Shelby County, Alabama (the "Wilson Property"), more particularly described on Exhibit A.

Monroe owns a 10.55 acre parcel of undeveloped land contiguous to the Wilson Property (the "Monroe Property").

The Wilson Property is currently being developed pursuant to a master development plan prepared by Insite Engineering, LLC ("Incite") and according to grading and drainage plans prepared by Engineering Design Group, LLC ("EDG").

Consistent with the terms of the Memorandum of Understanding dated February 11, 2013 (the "MOU"), recorded in 20130222000075060 in the office of the Judge of Probate of Shelby County, Alabama, between Monroe and Clearwater Community Church, Wilson's predecessor in title, the purpose of this Agreement is (1) to provide authority to Wilson to go upon the Monroe Property and grade two specifically described areas (the "Grading Areas") to the slope specifications prescribed by EDG, and (2) to grant to Monroe, the rights to drain the surface waters from the Grading Areas onto the Wilson Property.

NOW, THEREFORE, in consideration of the MOU and the promises exchanged between the parties, premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monroe and Wilson hereby covenant and agree as follows:

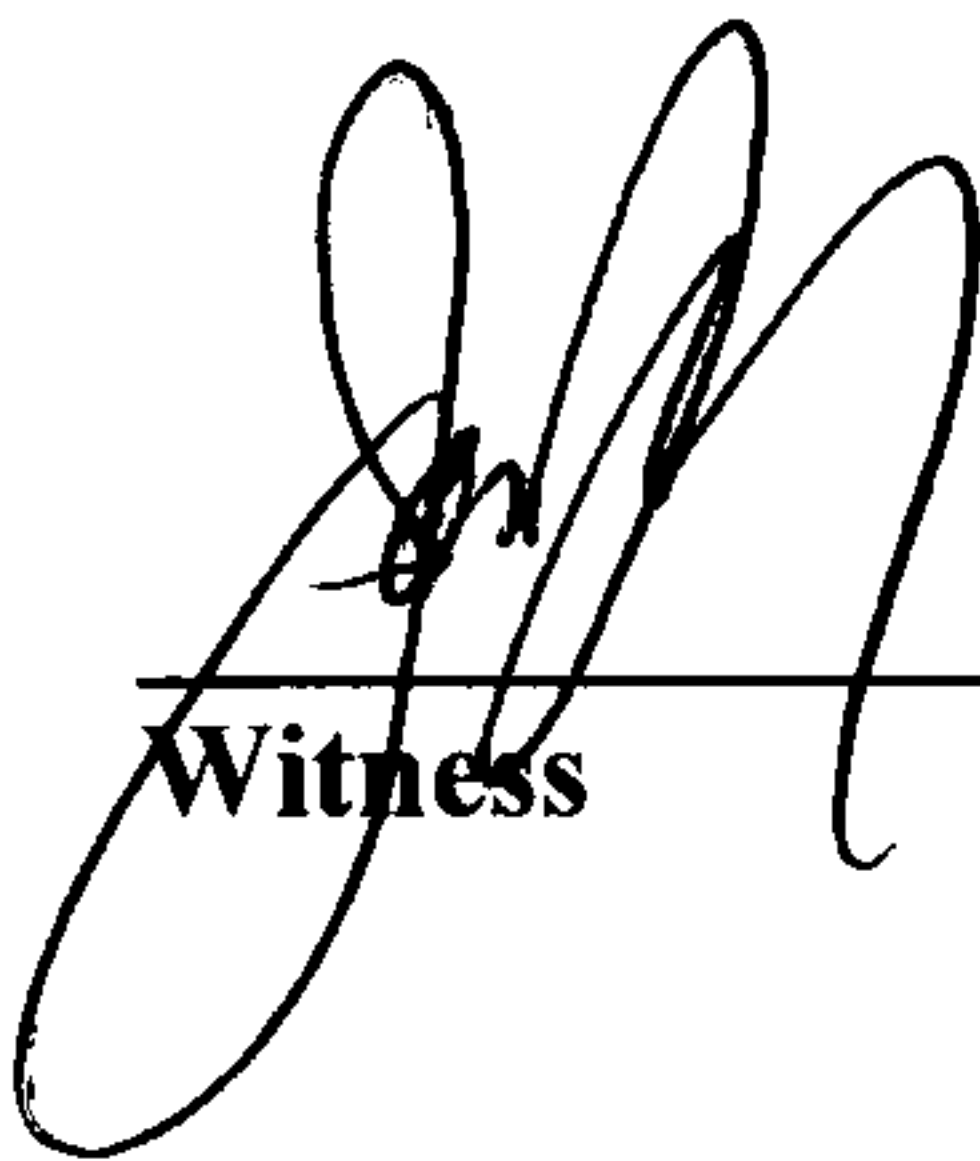
1. Wilson grants, bargains and conveys to Monroe the perpetual right and easement to drain on and across the Wilson Property surface waters collected on and emanating from the two Grading Areas shown on the Site Plan prepared by EDG as "Permanent Slope/Drainage Easement" and more particularly described on Exhibit B, attached.

2. Monroe grants a temporary easement to Wilson to go upon the Monroe Property for the purpose of performing the grading work necessary to bring the Grading Areas in conformance with the slope specifications provided by EDG, and which will assure that these areas drain towards the Wilson Property.

Shelby County, AL 08/29/2013
State of Alabama
Deed Tax: \$.50


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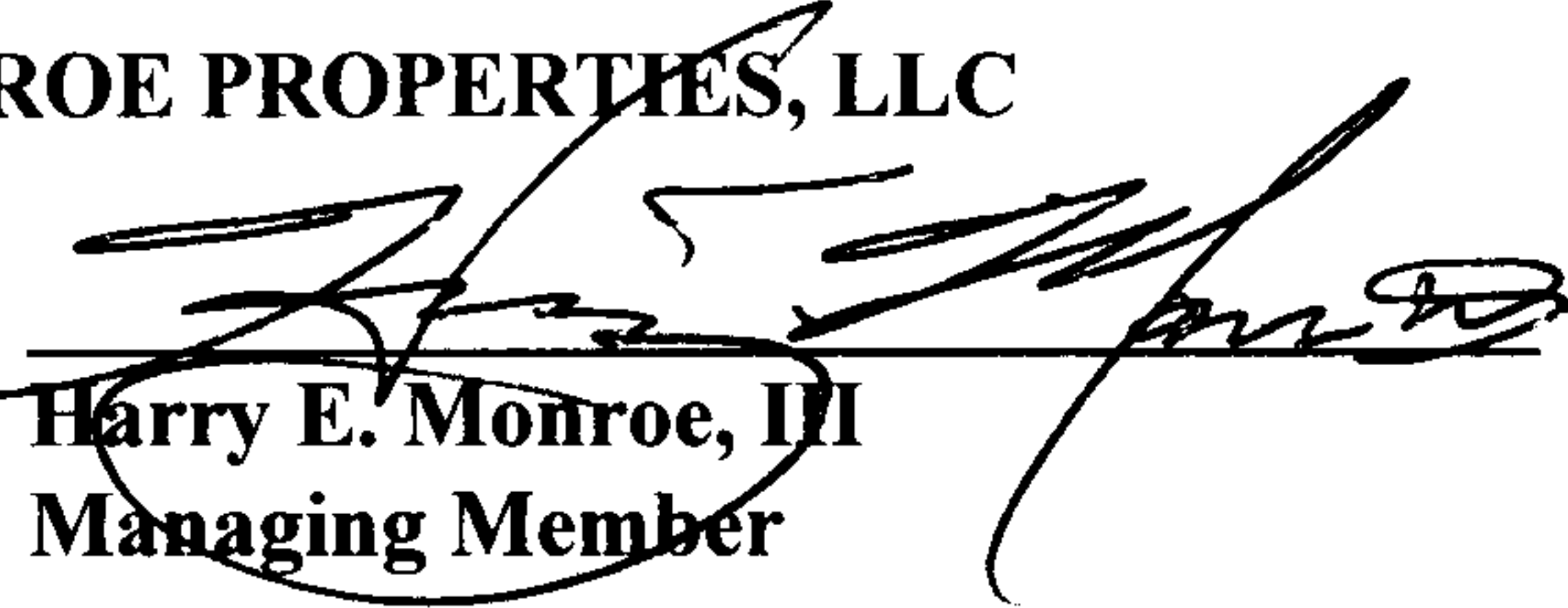
IN WITNESS WHEREOF the parties hereby set their signatures and seals on this 21st day of August, 2013.



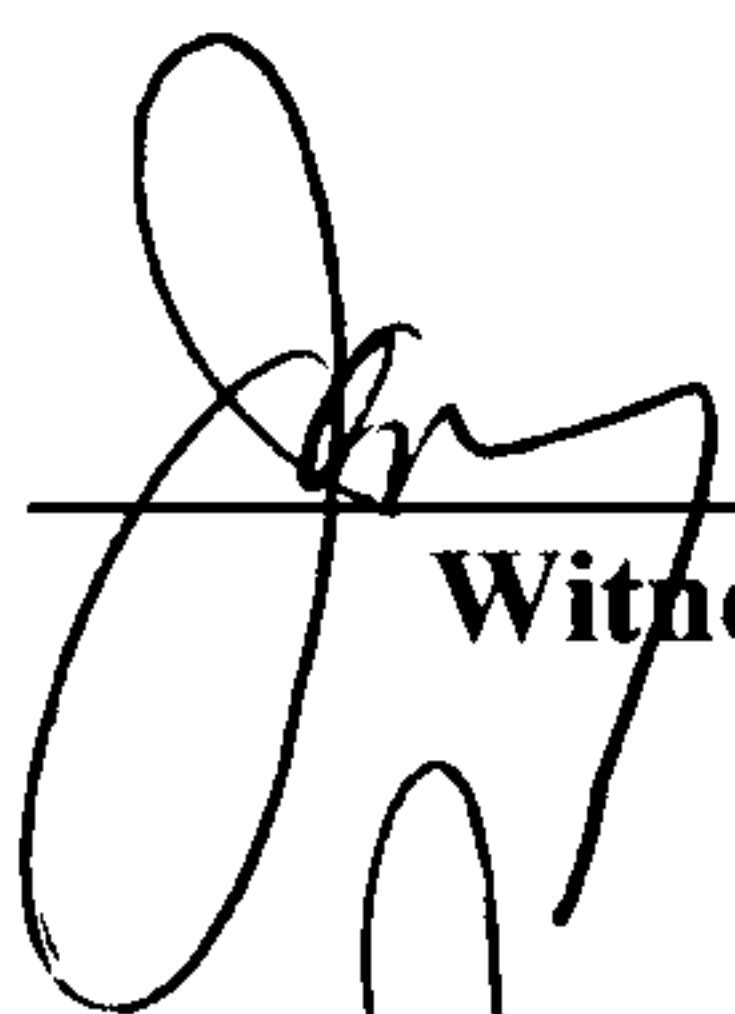
Witness

MONROE PROPERTIES, LLC

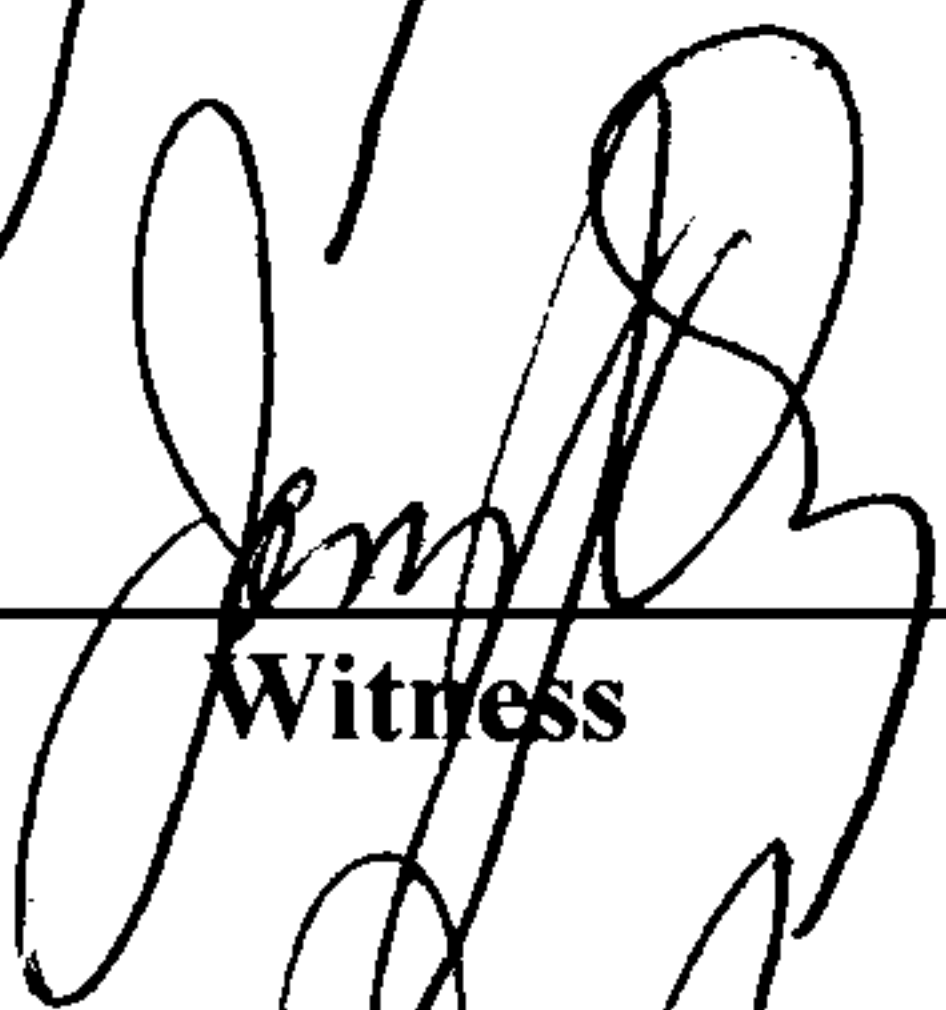
By:



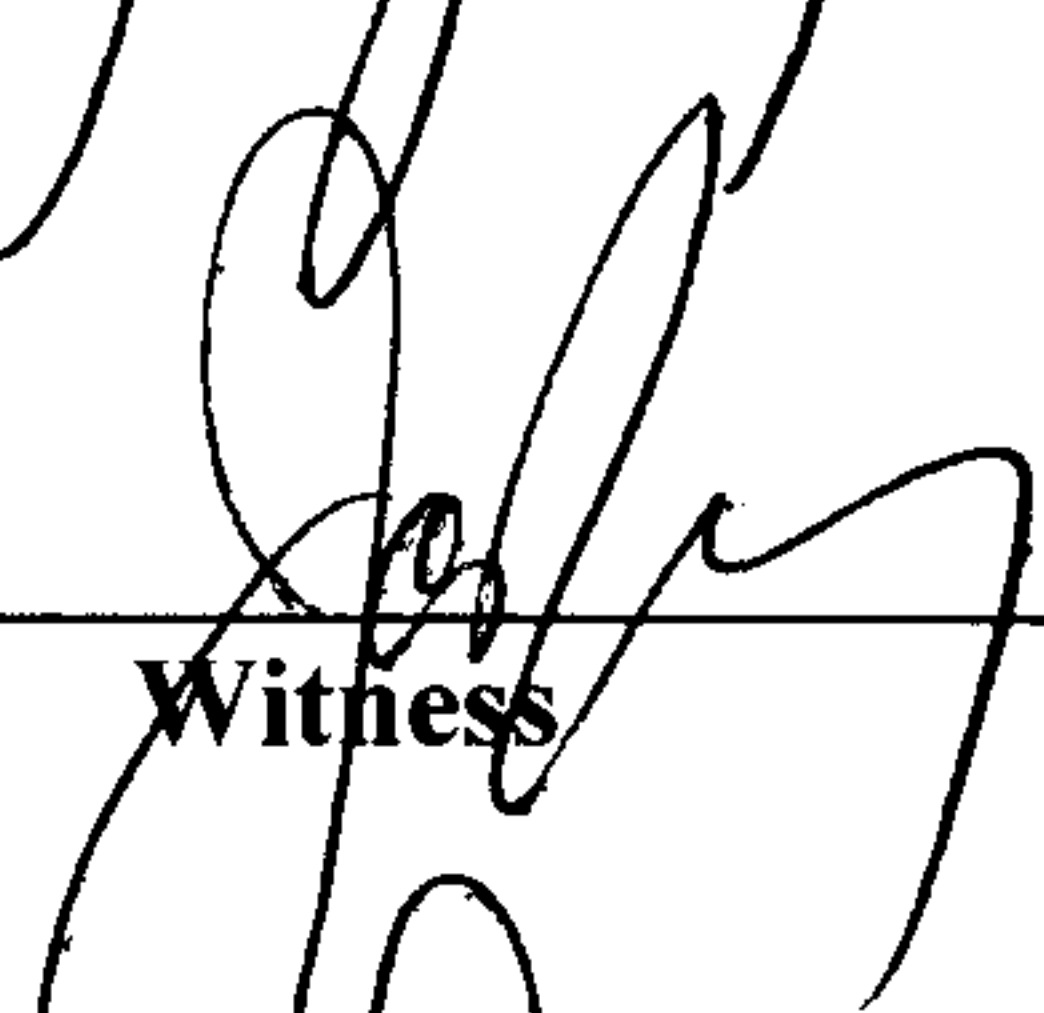
Harry E. Monroe, III
Managing Member



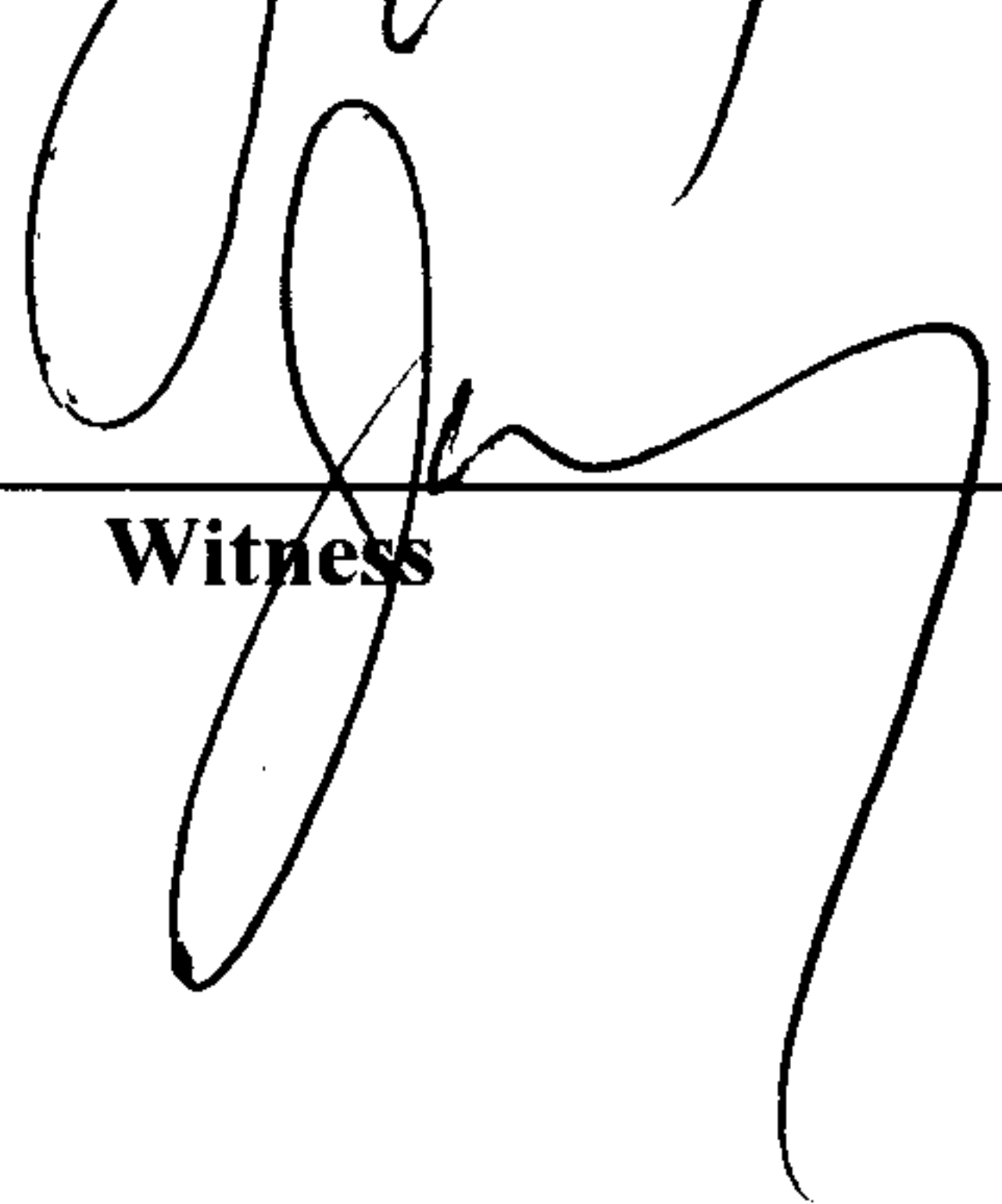
Witness



Witness



Witness



Witness

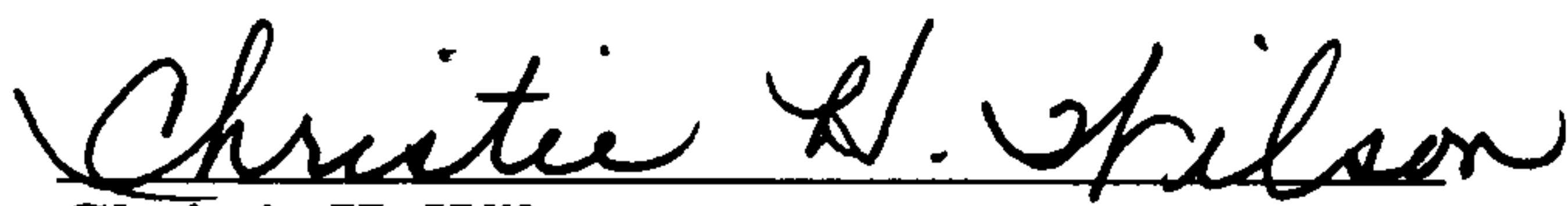
WILSON FAMILY REAL ESTATE, LLC

By:



David F. Wilson
As its Manager

By:



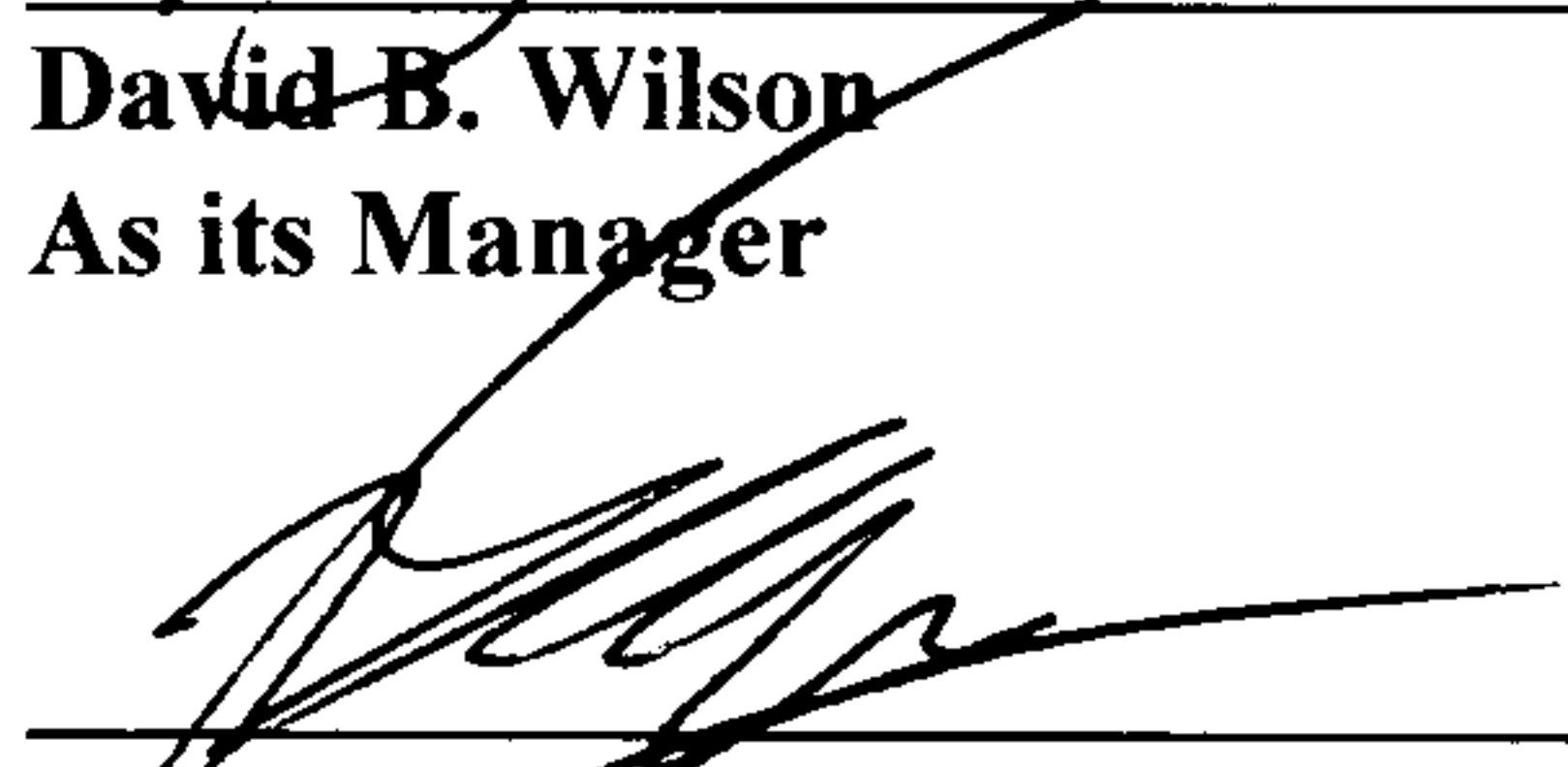
Christie H. Wilson
As its Manager

By:



David B. Wilson
As its Manager

By:



Phillip B. Wilson
As its Manager

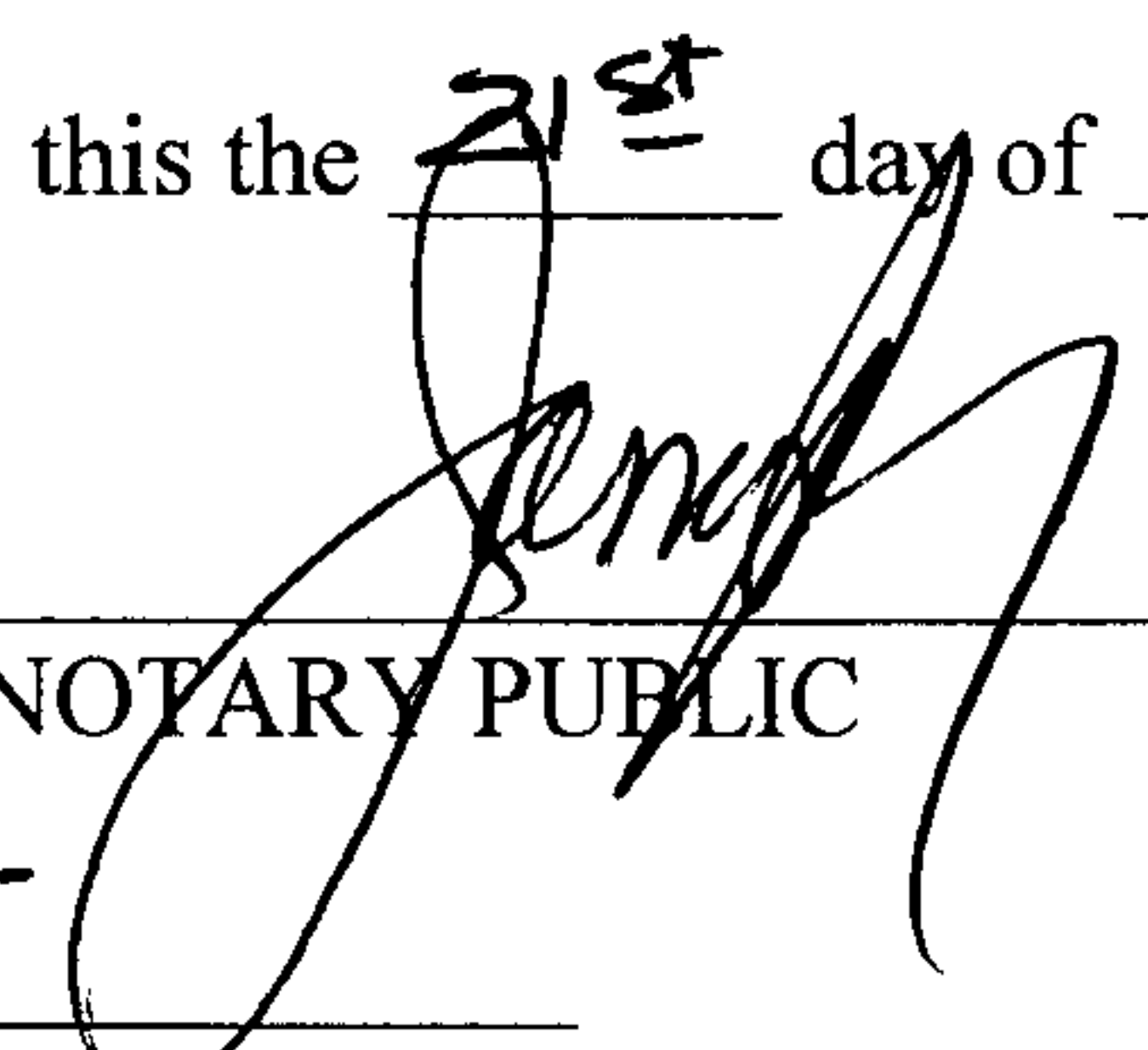

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STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harry E. Monroe, III, whose name as Managing Member of Monroe Properties, LLC, 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 the instrument, 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.

Given under my hand and official seal this the 21st day of August, 2013.



NOTARY PUBLIC

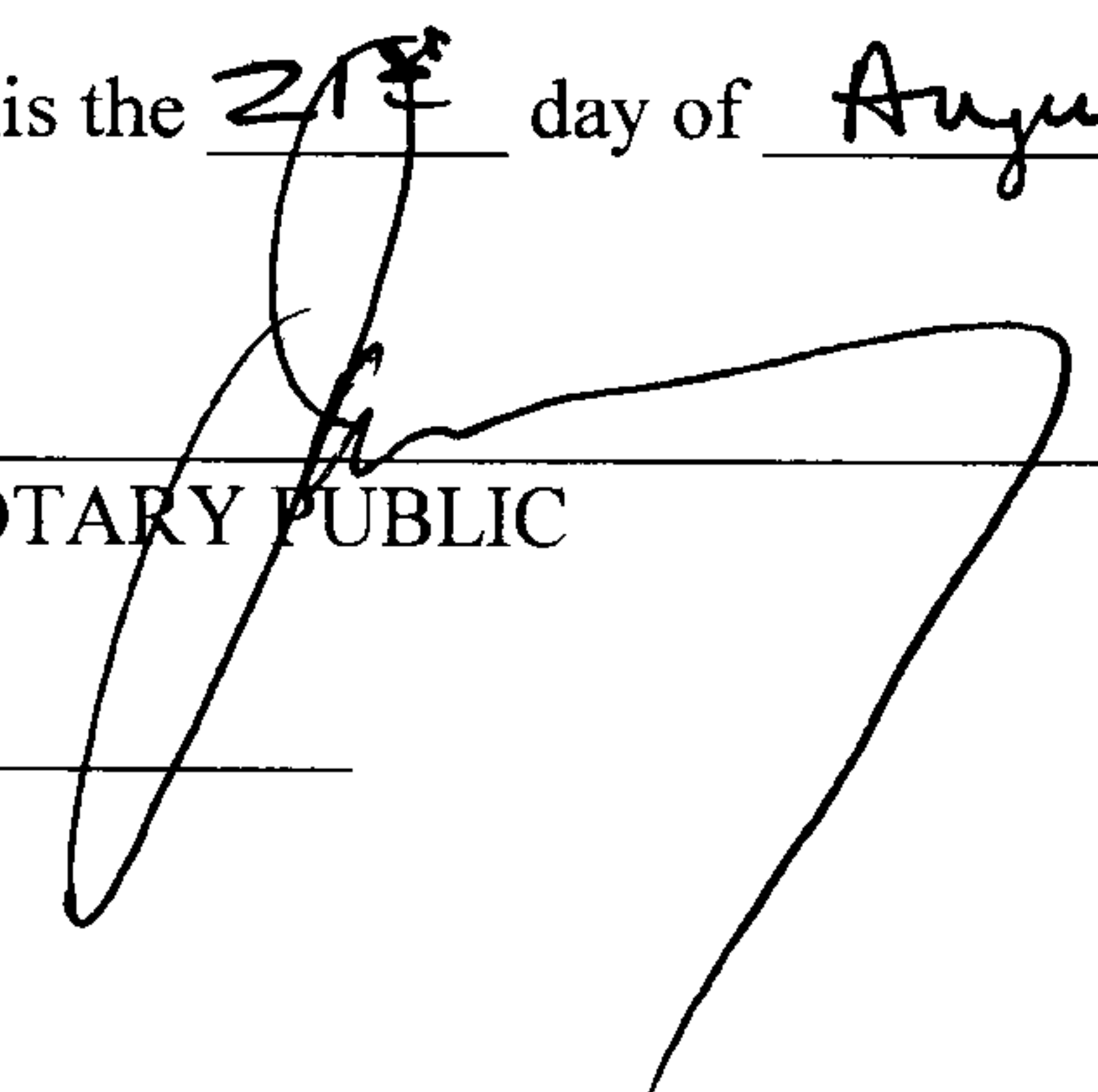
My commission expires: 7-14-2015

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David F. Wilson, whose name as Manager of Wilson Family Real Estate, LLC, 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 the instrument, he, in his capacity 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 21st day of August, 2013.



NOTARY PUBLIC

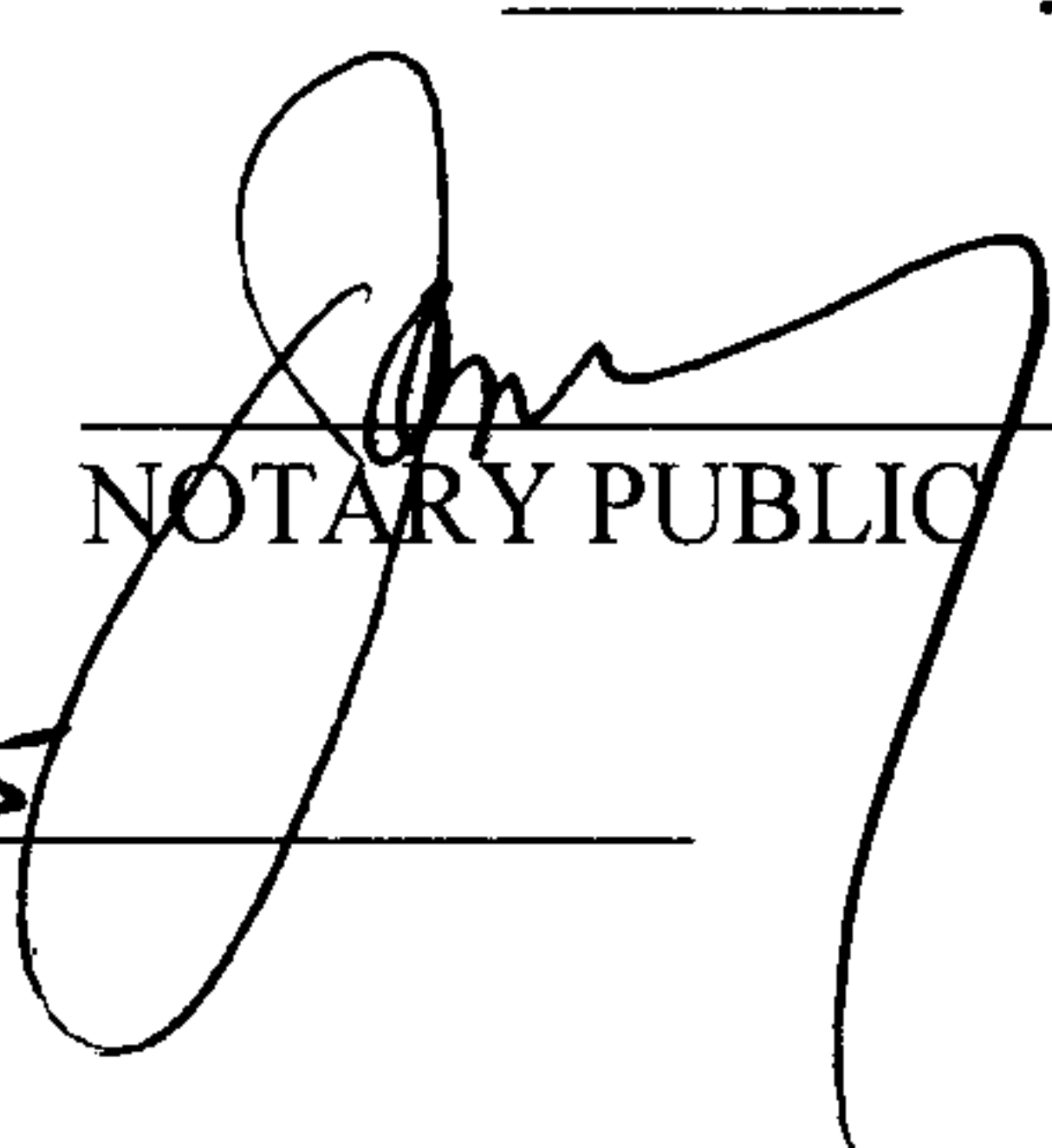
My commission expires: 7-14-2015

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christie H. Wilson, whose name as Manager of Wilson Family Real Estate, LLC, 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 the instrument, she, in her capacity 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 21st day of August, 2013.



NOTARY PUBLIC

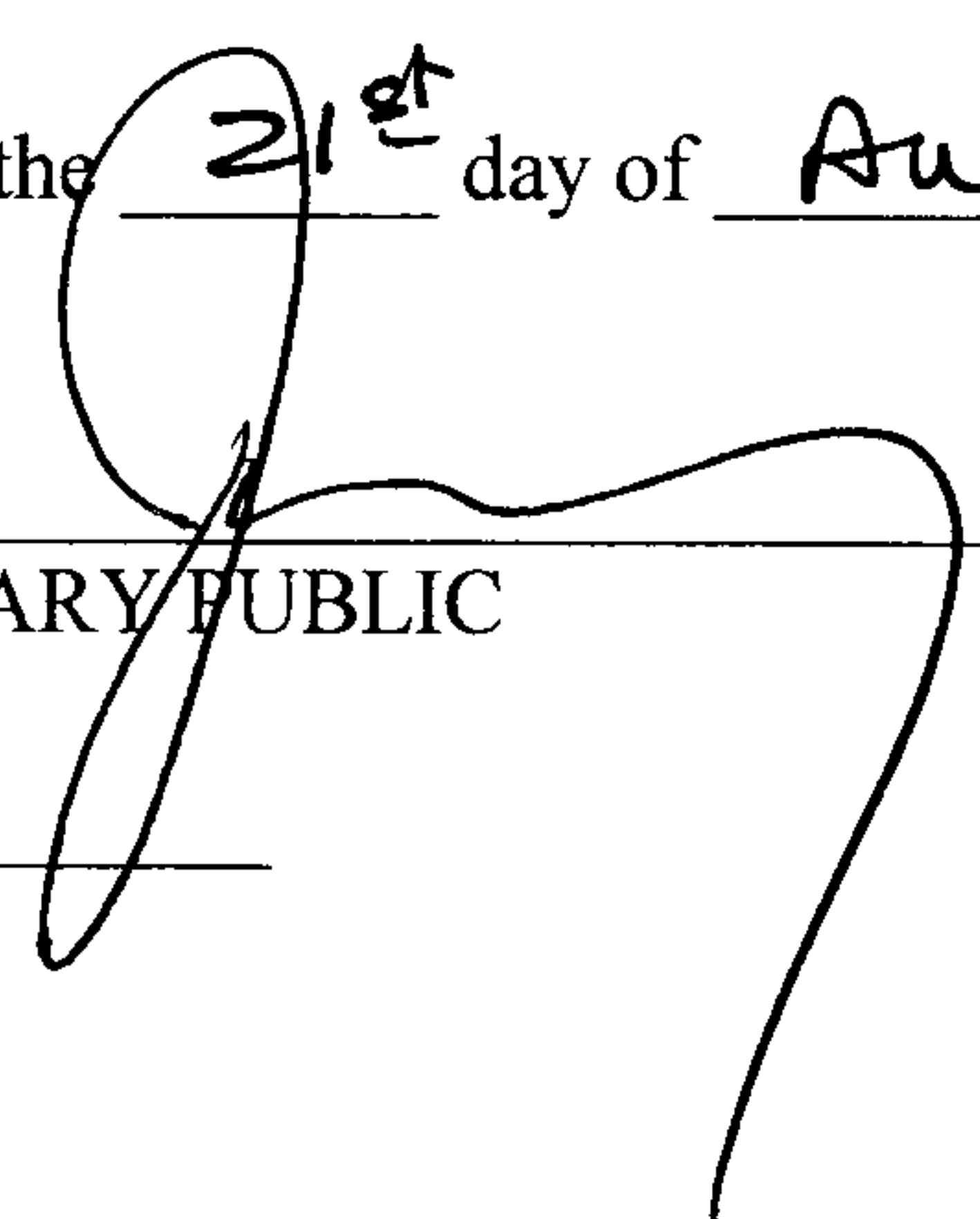
My commission expires: 7-14-2015

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David B. Wilson, whose name as Manager of Wilson Family Real Estate, LLC, 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 the instrument, he, in his capacity 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 21st day of August, 2013.



NOTARY PUBLIC

My commission expires: 7-14-2015

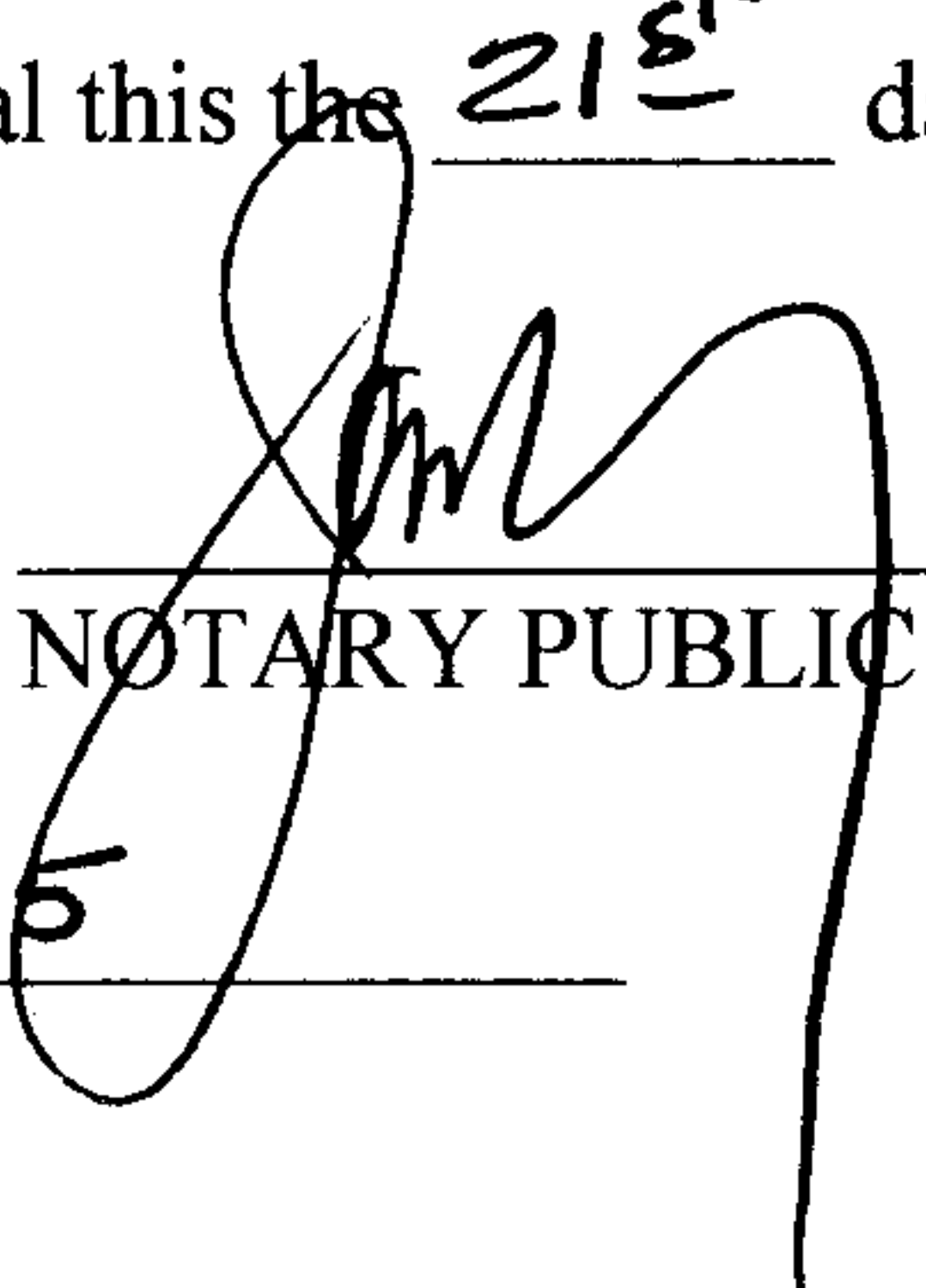

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STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Philip B. Wilson, whose name as Manager of Wilson Family Real Estate, LLC, 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 the instrument, he, in his capacity 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 21st day of August, 2013.



NOTARY PUBLIC

My commission expires: 7-14-2015


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EXHIBIT "A"

A tract of land situated in the Northwest 1/4 of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama, being better described as follows:

Begin at the intersection of the Northwestern road right of way of Shelby County Highway No.11 and the Southwesterly road right of way of Huntley Parkway as recorded in Map Book 40, Page 86, Shelby County Record; thence run South 35 degrees 20 minutes 40 seconds West along the Northwestern road right of way of Shelby County Highway No. 11 a distance of 617.32 feet to a point on the Northeasterly right of way of Seaboard Coast Line Railroad; thence run North 67 degrees 26 minutes 16 seconds West along said railroad right of way, a distance of 517.95 feet; thence run North 00 degrees 00 minutes 49 seconds West, a distance of 56.60 feet; thence run North 51 degrees 35 minutes 59 seconds East, a distance of 762.11 feet to a point on the Southwesterly right of way line of Huntley Parkway; thence South 46 degrees 35 minutes 13 seconds East to the chord of a curve to the left, said curve having a radius of 530.00 feet and a central angle of 16 degrees 06 minutes 30 seconds and run along the arc of said curve and said road right of way for 149.00 feet; thence run South 54 degrees 38 minutes 28 seconds East along said road right of way for 152.50 feet to the point of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 89 degrees 58 minutes 57 seconds; thence run along the arc of said curve and said road right of way for 39.26 feet to the point of beginning


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EXHIBIT "B"

Two easements situated in Section 30, Township 20 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

EASEMENT A

Commence at a rebar capped Carr at the SE corner of Lot 3 of Monroes Industrial Park 4th Addition as recorded in Map Book 31 Page 117 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 0°00'49" W along the east line of Lot 3 a distance of 56.60 feet to a rebar capped Arrington, said point also being the POINT OF BEGINNING; thence N 51°35'59" E and leaving Lot 3 a distance of 193.47 feet to a point; thence S 69°00'40" W a distance of 79.04 feet to a point; thence N 61°28'50" W a distance of 28.16 feet to a point; thence N 83°46'36" W a distance of 19.30 feet to a point; thence S 28°10'23" W a distance of 71.82 feet to a point; thence S 0°00'49" E a distance of 44.09 feet to the POINT OF BEGINNING. Said easement contains 5761 square feet, more or less.

EASEMENT B

Commence at a rebar capped Carr at the SE corner of Lot 3 of Monroes Industrial Park 4th Addition as recorded in Map Book 31 Page 117 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 0°00'49" W along the east line of Lot 3 a distance of 56.60 feet to a rebar capped Arrington; thence N 51°35'59" E and leaving Lot 3 a distance of 508.96 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 146.33 feet to a point; thence S 89°24'57" W a distance of 34.97 feet to a point; thence S 52°24'32" W a distance of 41.44 feet to a point; thence S 35°41'28" W a distance of 80.35 feet to the POINT OF BEGINNING. Said easement contains 2048 square feet, more or less.

