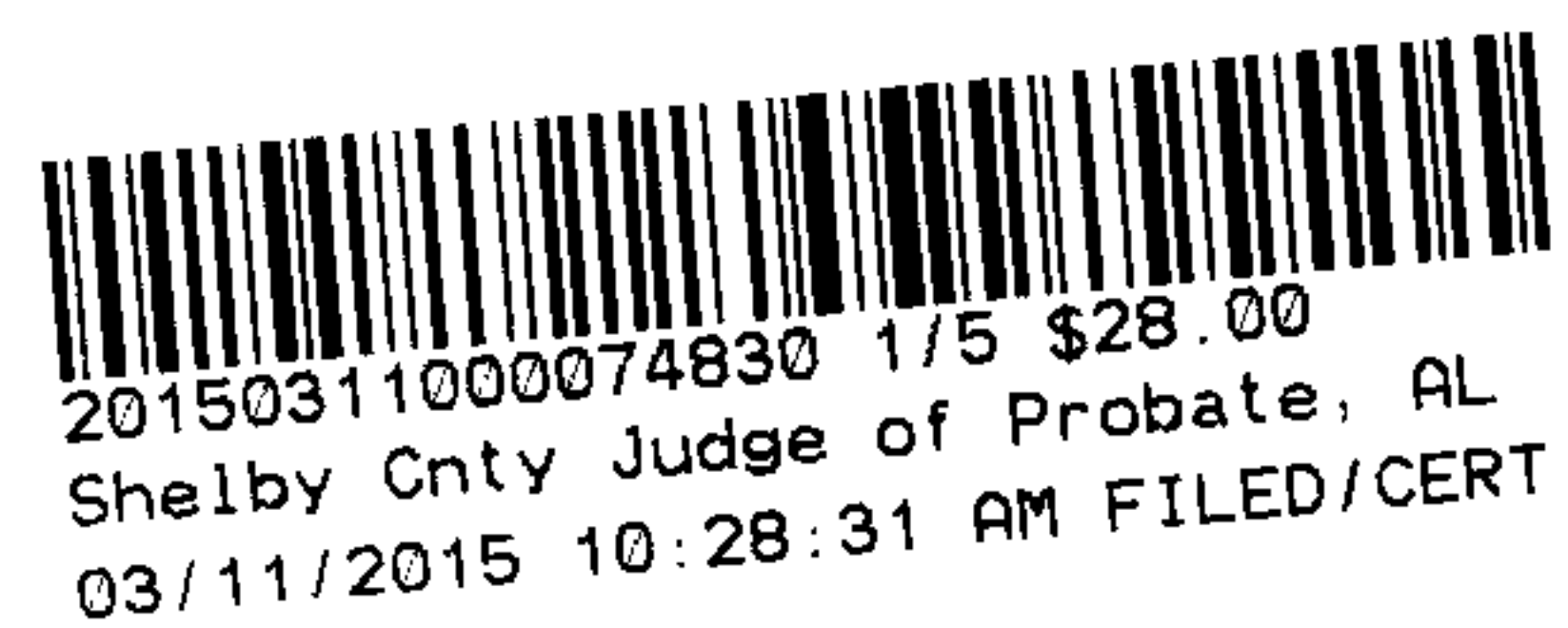


12.00
15.00
27.00

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)



AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into this the 20th day of February, 2015, by and between **THE BROADWAY GROUP, LLC**, an Alabama limited liability company ("Broadway") and **THOMAS W. BELL, JR.** ("Bell").

RECITALS:

WHEREAS, Broadway and Bell have entered into that certain Sales Contract, dated January 17, 2014, for the purchase of property known as Parcel No. 07-1-11-3-301-001.000 (the "Subject Property"); and

WHEREAS, Bell is the fee owner of the parcel adjacent to the Subject Property, which lies to the north and east of the Subject Property (the "Bell Property"); and

WHEREAS, there is currently a barbed wire fence that runs through and around a portion of the Subject Property, which is intended for the purpose of retaining cattle and other livestock; and

WHEREAS, in furtherance of Broadway's anticipated purchase and development of the Subject Property it is necessary for Broadway to relocate a portion of the barbed wire fence wholly onto the Bell Property and Broadway will construct a wooden privacy fence on the border of the Subject Property;

WHEREAS, Bell will execute an easement for Broadway to construct a barbed wire fence inside the Bell Property line. Said easement will be set out in a subsequent document executed by Bell.

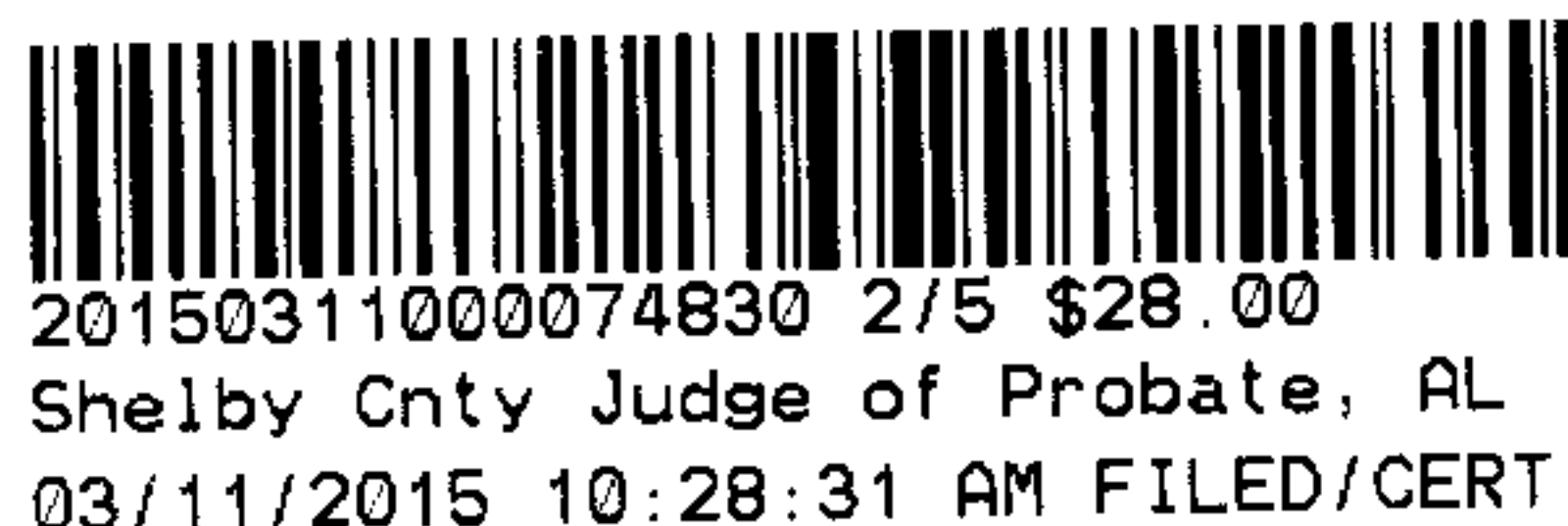
NOW, THEREFORE, in consideration of the above stated mutual covenants and agreements contained herein, the Parties do agree as follows:

1. The Recitals above shall be fully incorporated as if set out individually herein below.
2. By execution hereof, Bell agrees to execute a construction and access easement that will permit Broadway to construct a replacement barbed wire fence wholly upon the Bell Property.
3. By execution hereof, Broadway agrees to construct a barbed wire fence upon the Bell Property at or near the areas designated on the attached Exhibit "A". Said fence shall be constructed prior to the current barbed wire fence being torn down.

4. Bell acknowledges that Broadway anticipates constructing a wooden privacy fence along its property line.
5. This Agreement shall become effective upon Broadway's acquisition of the Subject Property.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
7. This Agreement represents the mutual agreement of the Parties, and each Party has had the opportunity to be advised by its own counsel.
8. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
9. The provisions of this Agreement shall run and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have executed this Agreement as of the date first written above.

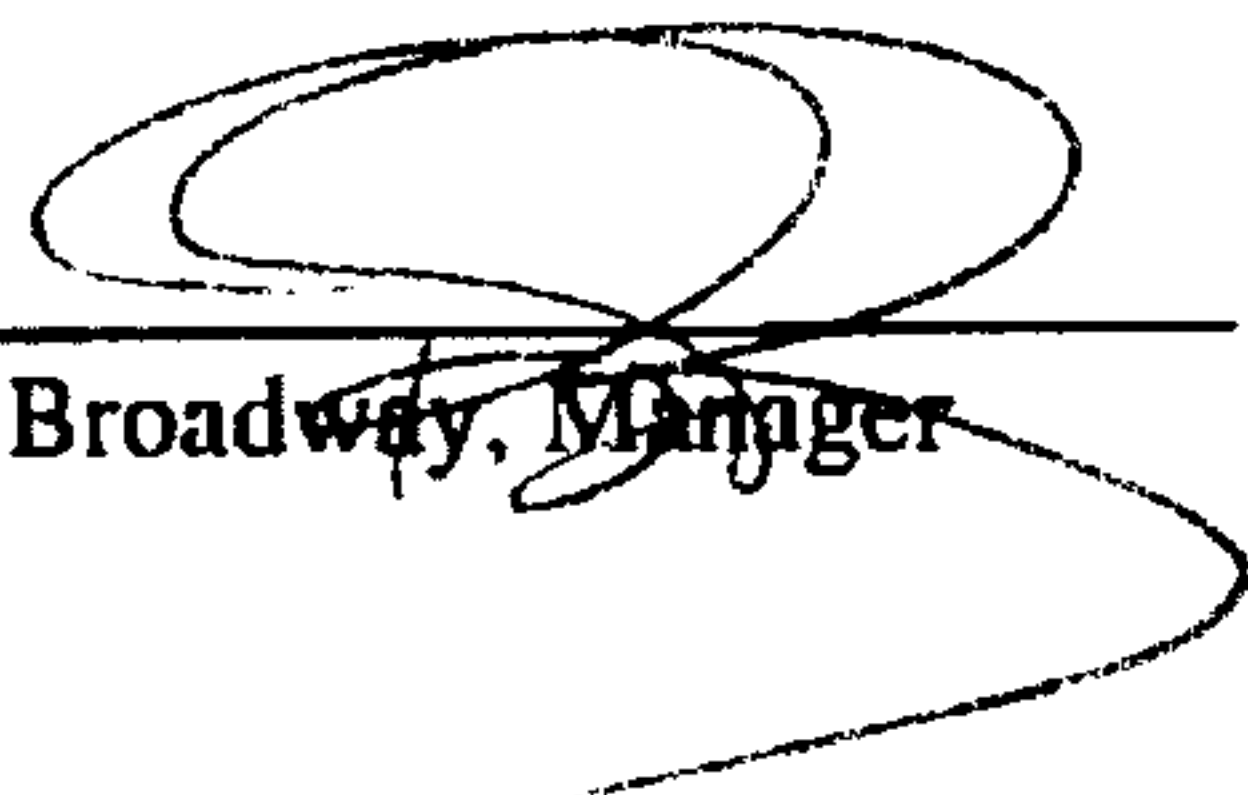
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BROADWAY:

THE BROADWAY GROUP, LLC, an Alabama
limited liability company

BY: Broadway Management, LLC,
Its Manager

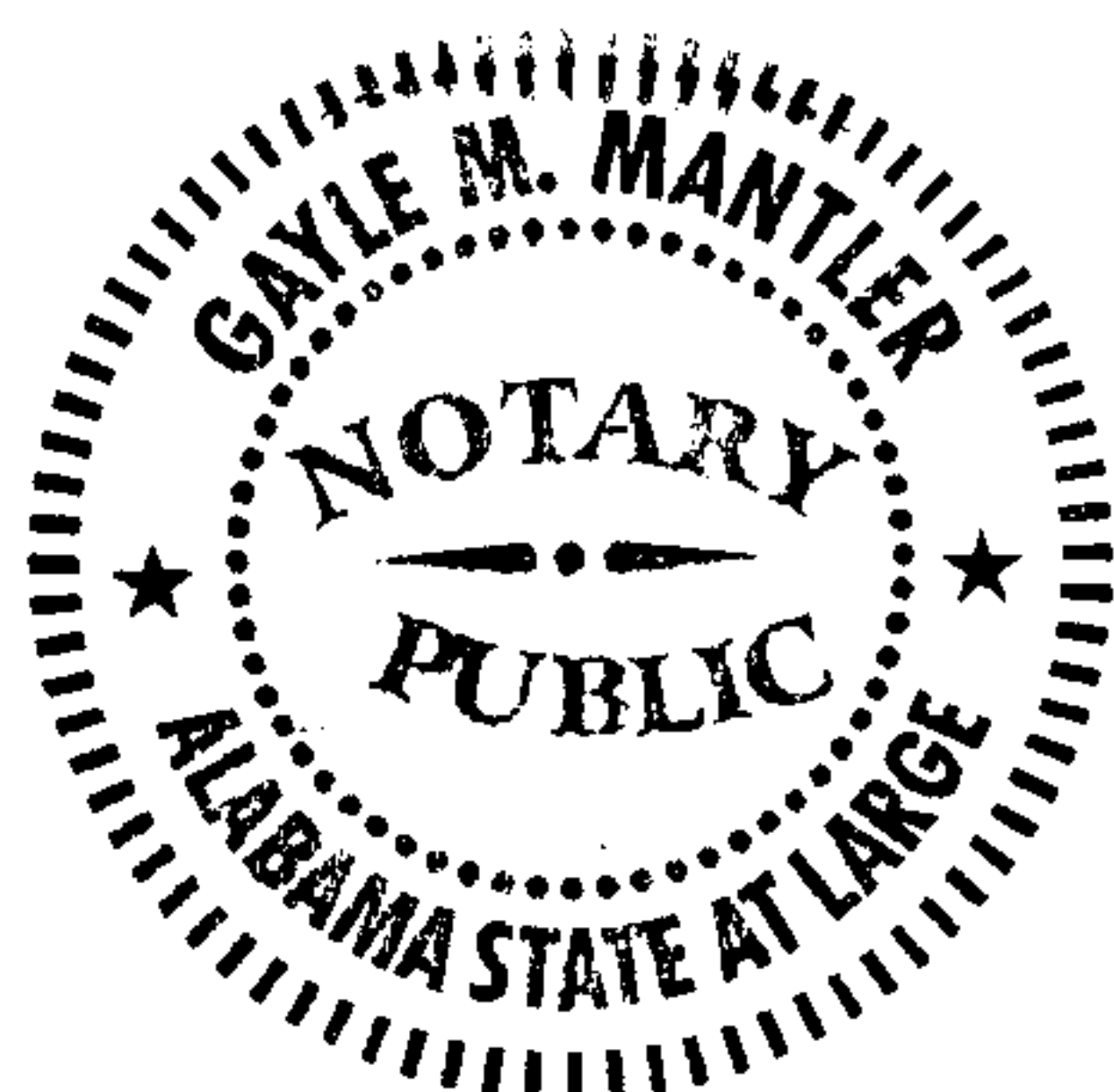
By: 
Robert M. Broadway, Manager

ACKNOWLEDGMENT OF BROADWAY

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, ROBERT M. BROADWAY, whose name as Manager of BROADWAY MANAGEMENT, LLC, an Alabama limited liability company in its capacity as Manager of THE BROADWAY GROUP, LLC, an Alabama limited liability company is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 24 day of February, 2015.




Notary Public
My Commission Expires: _____

My Commission Expires 05-01-2017

My Commission Expires 05-01-2017



20150311000074830 3/5 \$28.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:28:31 AM FILED/CERT

BELL:

By: Spencer Collins
Spencer Collins, Personal Representative of the
Estate of Thomas W. Bell, Jr.

ACKNOWLEDGMENT OF BELL

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Spencer Collins, in his capacity as Personal Representative of the Estate of Thomas W. Bell, Jr., 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 the instrument, he, in his capacity as Personal Representative and with full authority, executed the same voluntarily for and as the act of said estate on the day the same bears date.

Given under my hand and seal this the 13th day of February, 2015.



20150311000074830 4/5 \$28.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:28:31 AM FILED/CERT

[Signature]
Notary Public
My Commission Expires: 9/18/2017

This instrument was prepared by:
BETHANY H. SNEED
Harrison, Gammons & Rawlinson, P.C.
2430 L & N Drive, Huntsville, AL 35801
256-533-7711

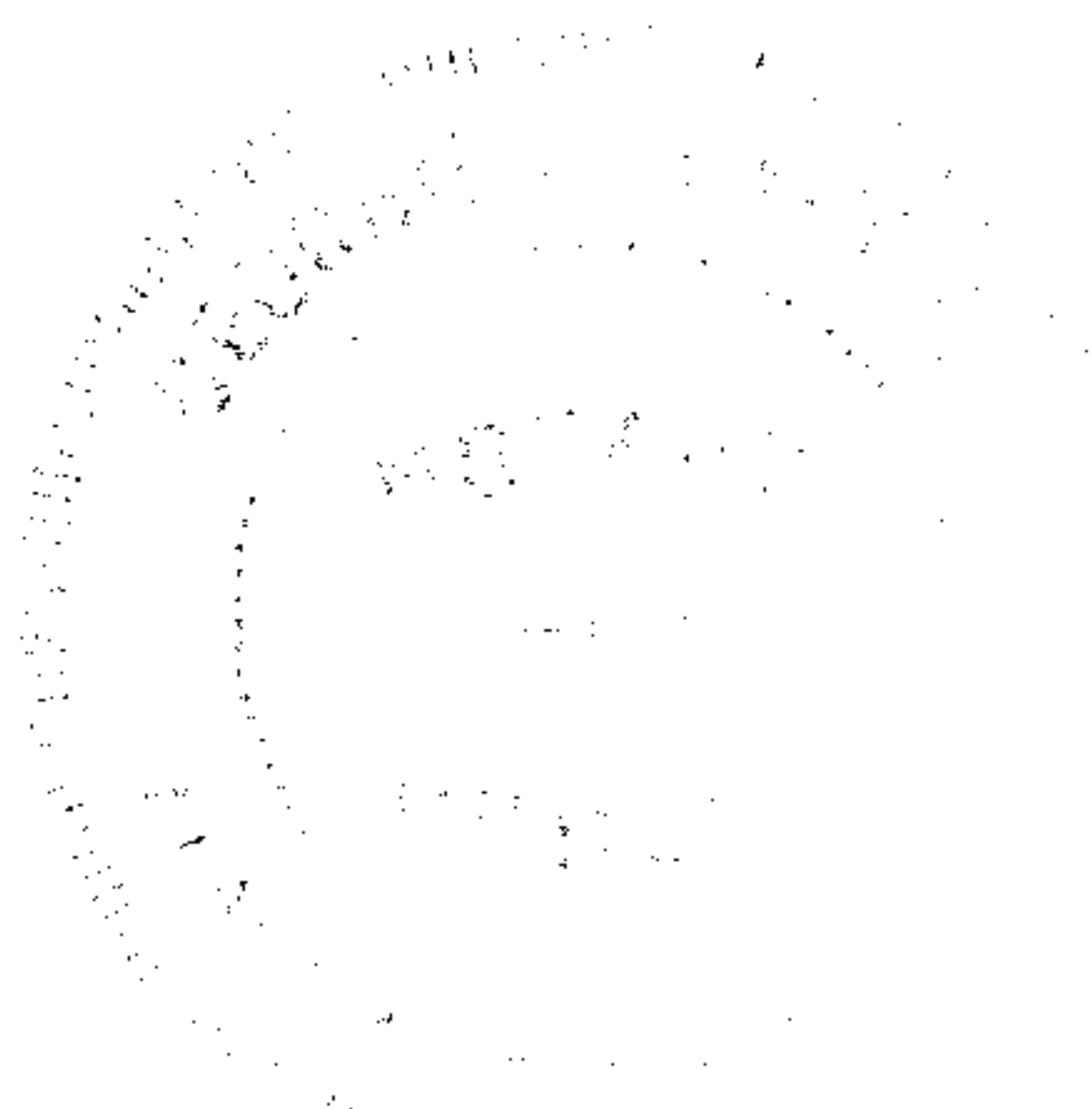
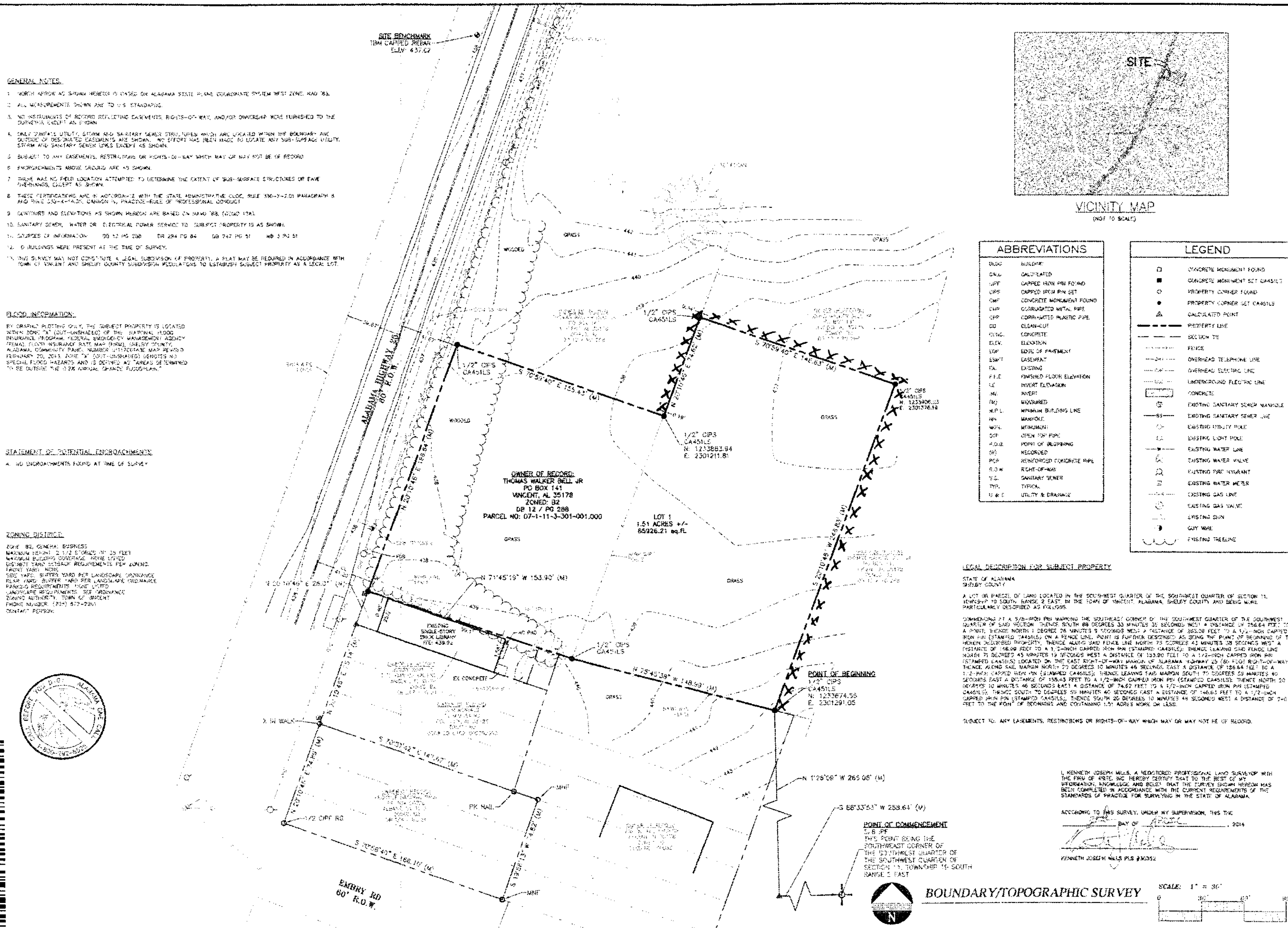


EXHIBIT "A"



USG NO. 1	1	OF 1
DRAWN BY _____		
FIELD DATE _____		
OFFICE DATE _____		
CHECKED BY _____		
PL. NAME _____		
REASON _____		

20150311000074830 5/5 \$28.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:28:31 AM FILED/CERT