


THIS INSTRUMENT WAS PREPARED BY:

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Shelby Cnty Judge of Probate, AL
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**AGREEMENT FOR GRANT OF
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of other good and valuable consideration and the sum of **One-Thousand-Two-Hundred-and-NO/100 Dollars (\$1,200.00)**, in hand paid to the undersigned **Kim Bearden** ("Grantor"), an unmarried woman, by **Newcastle Development, LLC** ("Grantee"), an Alabama Domestic Limited Liability Company, the receipt of which is hereby acknowledged, the said Grantor does by these presents and grants unto Grantee Temporary Construction Easements and Rights of Ways for the following purposes, to wit: The rights to enter upon the hereinafter described land and to 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 land situated in the County of Shelby and State of Alabama:

Legal Description of Temporary Construction Easement

A Tract of land situated in the Northeast ¼ of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast Corner of the Northwest ¼ of the Northeast ¼ of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama; Thence run West along the South line of the Northwest ¼ of the Northeast ¼ of Section 11, Township 20 South, Range 3 West a distance of 672.09 feet to a point on the Easterly right-of-way line of Bearden Road (Co. HWY 105); Thence turn an interior angle of 104°11'35" to the left and run Northwest along the easterly right-of-way line of Bearden Road (Co. HWY 105) a distance of 202.56 feet to a point; Thence turn an interior angle of 193°45'10" to the left and run Northwest along the easterly right-of-way line of Bearden Road (Co. HWY 105) a distance of 77.29 feet to a to a non-tangent curve to the right with a radius of 1870.08 feet, with a delta angle of 5°03'13", with an interior angle of 161°13'46" to the left to chord and a chord length of 164.89 feet; Thence run Northerly along said curve and along the easterly right-of-way line of Bearden Road (Co. HWY 105) a distance of 164.94 feet; Thence leaving Easterly right-of-way line of Bearden Road (Co. HWY 105) turn an interior angle of 92°31'36" to the right from chord and run West a distance of 80.00 feet to a point lying on the Westerly right-of-way line of Bearden Road (Co. HWY 105) and the POINT OF BEGINNING; Thence along a non-tangent curve to the right

with a radius of 1950.08 feet, with a delta angle of $-17^{\circ}33'54''$, with an interior angle of $81^{\circ}13'03''$ to the left to chord and a chord length of 595.50 feet; thence run Northerly along the Westerly right-of-way line of Bearden Road (Co. HWY 105) a distance of 597.83 feet; Thence run Northeast tangent to said curve along the Westerly right-of-way line of Bearden Road (Co. HWY 105) a distance of 114.21 feet; Thence leaving the Westerly right-of-way line of Bearden Road (Co. HWY 105) turn an interior angle to the right of $90^{\circ}09'08''$ and run Northwest, leaving said right of way, a distance of 7.70 feet; Thence turn an interior angle to the right of $124^{\circ}11'26''$ and run Southwest a distance of 61.76 feet; Thence turn an interior angle to the right of $132^{\circ}51'31''$ and run South a distance a distance of 104.35 feet; Thence turn an interior angle to the right of $195^{\circ}47'18''$ and run Southwest a distance a distance of 154.92 feet; Thence turn an interior angle to the right of $163^{\circ}12'32''$ and run South a distance of 258.75 feet; Thence turn an interior angle to the right of $185^{\circ}12'13''$ and run Southwest a distance of 51.88 feet; Thence turn an interior angle to the right of $160^{\circ}45'44''$ and run Southeast a distance of 104.84 feet to the POINT OF BEGINNING.

Said tract of land containing 0.39 Acres or 16,776 sq. ft. more or less

TO HAVE AND TO HOLD, the said Temporary Construction Easements and Rights of Ways, unto the said Grantee, its successors and assigns, for a period of six (6) months, or until the completion of the project as contemplated in the minds of both Grantor and Grantee in drafting this instrument, whichever is first. Grantor hereby grants permission, with right of ingress and egress, to Grantor's adjoining property at any time during the construction period of the project for purpose of moving Grantor's buildings and/or structures from the above described right of way.

And the said Grantor hereby covenants with Grantee that Grantor is lawfully seized and possessed of the afore-described tract or parcel of land, that Grantor has a good and lawful right to convey the same; that it is free from all encumbrances; and that Grantor will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As further consideration for the payment of the price stated above, Grantee agrees to add Grantor, it's successors and assigns, to Grantee's Liability Insurance Policy as an additional insured and hereby releases Grantor from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted. Grantee further agrees to indemnify Grantor for any damages suffered resulting from any lawsuit related to this Grant of the Temporary Construction Easement contained herein.

(GRANTOR SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this

26 day of APRIL, 20 17.

Kim Bearden (Signature)
Grantor: Kim Bearden

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kim Bearden, 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, she, executed the same voluntarily on the day the same bears date.

Given under my hand this 26 day of April, 20 17.

SEAL

Yaune Sikes (Signature)
Notary Public

My Commission Expires: July 23, 2017

YAUNEY SIKES
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 23, 2017